ATTACHMENTS

1.4

City of Sheboygan
spirit on the lake

February 26, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Marlo Testwuide to be considered for appointment to the Harbor Centre Business Improvement District Board to fill a vacancy with the term expiring on 12/31/2021.

MICHAEL J. VANDERSTEEN, MAYOR

Lays over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

Marlo Testwuide

H.C. Denison Co.

VP Operations & Chief Operating Officer

Dates Employed: Feb 2019 – Present

Compliance Supervisor

Dates Employed: Apr 2017 – Feb 2019

Registered Representative

Dates Employed: Dec 2014 – Mar 2017

Administrative Assistant

Dates Employed: Jul 2014 – Dec 2014

City of Sheboygan
spirit on the lake

February 27, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

James Owen to be considered for appointment to the Redevelopment Authority to fill the unexpired term of Matt Quasius whose term expires 4/20/2020.

MICHAEL J. VANDERSTEEN, MAYOR

Lays over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

City of Sheboygan
spirit on the lake

James Owen

3 Sheeps Brewing Company, Partner
Dates Employed: March 2012 – Present

Sulpice Chocolat, Consultant
Dates Employed: April 2011 – September 2011
Assisted this startup with early expansion efforts and sales

TransMarket Group, LLC, Senior Interest Rate Trader
Dates Employed: April 2008 – December 2010

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

1.6

City of Sheboygan
spirit on the lake

February 27, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Charlie Wigg to be considered for appointment to the Architectural Review Board to fill the unexpired term of Ray Haen whose term expires 4/20/2020.

MICHAEL J. VANDERSTEEN, MAYOR

Lays over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

City of Sheboygan
spirit on the lake

Charlie Wigg

Wigg Brothers Construction, Owner
Dates Employed: June 2000 – Present

Rebuilding Together, President / Skilled House Captain

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

Hearing No. _____ - 19 - 20. March 16, 2020.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening for the proposed assessments for the installation of new water main and/or laterals in Geele Avenue from Calumet Drive to N. 23rd Street.

Any interested persons may be heard.

Sheboygan
Water Utility

BOARD OF WATER COMMISSIONERS

February 27, 2020

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
Sheboygan, WI 53081

Dear Ms. DeBruin:

The Sheboygan Water Utility hereby requests that you cause notice to be published **no later than Thursday, March 5, 2020**, schedule public hearing(s), and introduce final resolution(s) requesting confirmation of **water lateral replacement special assessments**, in conjunction with the Common Council's **March 16, 2020** meeting, for the following water lateral replacement project(s):

Location	Preliminary Res. #
Geele Avenue from Calumet Drive to N. 23 Street	**157-19-20**

Open review period: **March 6, 2020 to March 16, 2020**, 7:30 AM to 4:00 PM daily, excluding Saturdays, Sundays & holidays, at the Water Utility office, 72 Park Ave. Contact phone numbers: 459-3804 or 459-3839.

If you have any questions or concerns, please inform us as soon as possible, so that we can coordinate the processing of notices to property owners for the above listed project(s). The Finance Director is being given this information simultaneously, and we anticipate notices being mailed by **March 4**.

Sincerely,

SHEBOYGAN WATER UTILITY

Lisa Gottsacker

Lisa Gottsacker, CPA
Utility Accountant

Final Schedule of Special Assessments for: Water Lateral Replacement

Project/Street Name: Geele Avenue- Calumet Drive to North 23rd Street

Prelim. Res. #: 157-19-20 **Date Passed:** 2/18/2020

Publish By: DCM **Requested Hearing Date:** 3/16/2020

Utility Opening Date: 3/5/2020 **Closing Date:** 3/16/2020

	Service Address	Assessment Number	New Service Size	Assessed Footage (lin ft)	Assessment Rate	Estimated Assessment Cost to Property Owner
1	1801 Geele Ave (L)	621620	1"	25	$ 117.46	$ 2,936.50
2	1805 Geele Ave (L)	621610	1"	16.5	$ 118.85	$ 1,961.00
3	1818 Geele Ave (S)	621410	1"	18.5	$ 119.84	$ 2,217.00
4	1829 Geele Ave (L)	622180	1"	30.5	$ 109.87	$ 3,351.00
5	1833 Geele Ave (L)	622170	1"	32	$ 108.66	$ 3,477.00
6	1837 Geele Ave (L)	622160	1"	32.5	$ 108.28	$ 3,519.00
7	1840/1840A Geele Ave (S)	621380	1"	22	$ 118.11	$ 2,598.50
8	1844 Geele Ave (S)	602770	1"	20.5	$ 120.61	$ 2,472.50
9	1848 Geele Ave (S)	602790	1"	7.5	$ 153.87	$ 1,154.00
10	1904 Geele Ave (S)	602780	1"	6	$ 162.58	$ 975.50
11	2140 N. 19th St (L)	622330	1"	14.5	$ 121.03	$ 1,755.00
12	1908 Geele Ave (S)	602800	1"	23.5	$ 115.94	$ 2,724.50
13	1909 Geele Ave (L)	622320	1"	14	$ 121.68	$ 1,703.50
14	1912 Geele Ave (S)	602810	1"	26	$ 113.54	$ 2,952.00
15	2003 Geele Ave (S)	623490	1"	23.5	$ 112.96	$ 2,654.50
16	2012 Geele Ave (S)	602640	1"	19.5	$ 119.79	$ 2,336.00
17	2016 Geele Ave (S)	602650	1"	5	$ 171.30	$ 856.50
18	2022 Geele Ave (S)	602660	1"	24	$ 113.08	$ 2,714.00
19	2026 Geele Ave (S)	602670	1"	22.5	$ 115.02	$ 2,588.00
20	2118 Geele Ave (S)	624970	1"	22	$ 118.91	$ 2,616.00
21	2122 Geele Ave (S)	624960	1"	22.5	$ 118.13	$ 2,658.00
22	2222 Geele Ave (L)	625440	1"	29.5	$ 110.75	$ 3,267.00
23	2202 N 18th St. (S)	621561	1"	7	$ 176.21	$ 1,233.50
24	2210 N 18th St. (S)	621560	1"	3.5	$ 193.71	$ 678.00
			PAGE TOTALS:	**468**		**$55,398.50**

FORM SPA020W 03/02/20

PRELIMINARY ESTIMATE FOR WATER LATERALS
SHEBOYGAN WISCONSIN

THE FOLLOWING IS A SCHEDULE OF LOTS, PARTS OF LOTS, AND PARCELS OF LAND FRONTING ON GEELE AVE FROM CALUMET DR TO NORTH 23RD STREET IN THE 04 WARD OF THE CITY OF SHEBOYGAN.

CONTRACTOR
INSPECTOR

CONTRACT DATE 00/00/00
RESOLUTION NO. 1571920
PASSED 02/03/20

THIS WORK OR IMPROVEMENT CONSTITUTES AN EXERCISE OF POLICE POWER AND THE PROPERTY AGAINST WHICH ASSESSMENT IS PROPOSED IS BENEFITED

OWNER AND DESCRIPTION OF PROPERTY	FRONTAGE	DEDUCTION	ADJUSTED FRONTAGE	SIZE OF LATERAL	COST PER FT	TOTAL COST	RECEIPT NUMBER	DATE PAID	INSTALLED/ POSTPONED
602640 PETRICK, JOANN M 2012 GEELE AVE ASSESSMENT SUBD NO 22 PRT OF LOTS 8 & 9 LOT 2 CSM REC IN VOL 12 P 168 AS DOC #1430495 ROD	19.50		19.50	01	119.79	2335.91			
602650 LANDWEHR, DONNA M 2016 GEELE AVE ASSESSMENT SUBD NO 22 LOT 10 BLK 3	5.00		5.00	01	171.30	856.50			
602660 VIGUE, MOLLY S 2022 GEELE AVE ASSESSMENT SUBD NO 22 LOT 11 BLK 3	24.00		24.00	01	113.08	2713.92			
602670 OLIEN, MICHAEL P 2026 GEELE AVE ASSESSMENT SUBD NO 22 LOT 12 & E 18' OF S 117' OF LOT 14 BLK 3	22.50		22.50	01	115.02	2587.95			
602770 PAYNE, JOHN H 1844 GEELE AVE ASSESSMENT SUBD NO 22 LOT 3 BLK 4 ALSO COM AT SE COR OF LOT 1 BLK 4, TH N 9.65', TH W 40', TH S 9.5', TH E 40' TO BEG	20.50		20.50	01	120.61	2472.51			
602780 DIENER, GARY J 1904 GEELE AVE ASSESSMENT SUBD NO 22 W 42.3' OF LOT 4 BLK 4	6.00		6.00	01	162.58	975.48			
602790 RADKE, TERRI J 1848 GEELE AVE	7.50		7.50	01	153.87	1154.03			

FORM SPA020D 03/02/20

THE FOLLOWING IS A SCHEDULE OF LOTS, PARTS OF LOTS, AND PARCELS OF LAND FRONTING ON FROM TO IN THE CITY OF SHEBOYGAN.

FINAL ESTIMATE FOR STORM SEWER, SANITARY SEWER, & WATER LATERALS

PROJ. NUMBER

CONTRACTOR

RESOLUTION NO.
PASSED

THIS WORK OR IMPROVEMENT CONSTITUTES AN EXERCISE OF POLICE POWER AND THE PROPERTY AGAINST WHICH ASSESSMENT IS PROPOSED IS BENEFITED

OWNER AND DESCRIPTION OF PROPERTY ASSESSED	STORM SEWER LINEAL FT.	COST	SANITARY SEWER LINEAL FT.		COST	WATER LATERALS LINEAL FT.	COST	TOTAL COST	DATE PAID	ENTERED ON TAXROLL
SUBD NO 22 E 42' OF LOT 4 BLK 4										
602800 KIRCHSTEIN, DANIEL J 1908 GEELE AVE ASSESSMENT SUBD NO 22 LOT 5 BLK 4	23.50		23.50	01	115.94	2724.59				
602810 LORIER, MATTHEW F 1912 GEELE AVE ASSESSMENT SUBD NO 22 LOT 6 BLK 4	26.00		26.00	01	113.54	2952.04				
621380 ARNHOELTER, RYAN D 1840 GEELE AVE KOHLS SUBD LOT 10	22.00		22.00	01	118.11	2598.42				
621410 SCHWANKE, KYLE T 1818 GEELE AVE KOHLS SUBD LOT 13	18.50		18.50	01	119.84	2217.04				
621560 MORAINE PROPERTIES INC 2210 N. 18TH ST KOHLS SUBD LOT 28	3.50		3.50	01	193.71	677.99				
621561 FRANCO, DANIEL C 2202 N. 18TH ST KOHLS SUBD LOT 29	7.00		7.00	01	176.21	1233.47				
621610 SPRINGS HOMES LLC 1807 GEELE AVE LAWNDALE ADDN S 10' OF LOT 1 & ALL OF LOT 2 BLK 1	16.50		16.50	01	118.85	1961.03				
621620 BECKER, ANGELA F 1801 GEELE AVE LAWNDALE ADDN LOT 3 BLK	25.00		25.00	01	117.46	2936.50				

FORM SPA020D 03/02/20

THE FOLLOWING IS A SCHEDULE OF LOTS, PARTS OF LOTS, AND PARCELS OF LAND FRONTING ON FROM TO IN THE CITY OF SHEBOYGAN.

FINAL ESTIMATE FOR STORM SEWER, SANITARY SEWER, & WATER LATERALS

PAGE

PROJ. NUMBER

CONTRACTOR

RESOLUTION NO.
PASSED

THIS WORK OR IMPROVEMENT CONSTITUTES AN EXERCISE OF POLICE POWER AND THE PROPERTY AGAINST WHICH ASSESSMENT IS PROPOSED IS BENEFITED

OWNER AND DESCRIPTION OF PROPERTY	STORM SEWER LINEAL FT.	COST	SANITARY SEWER LINEAL FT.	COST	WATER LATERALS LINEAL FT.	COST	TOTAL COST	DATE PAID	ENTERED ON TAXROLL
1									
622160 CLAUSSEN, SHARON L 1837 GEELE AVE LAWNDALE ADDN LOT 2 BLK 4	32.50		32.50	00	108.28	3519.10			
622170 LEE, DAVID 1833 GEELE AVE LAWNDALE ADDN LOT 3 BLK 4	32.00		32.00	01	108.66	3477.12			
622180 GUILLETTE, ADELBERT 1829 GEELE AVE LAWNDALE ADDN LOT 4 BLK 4	30.50		30.50	01	109.87	3351.04			
622320 ASCHENBACH, BRETT L 1909 GEELE AVE LAWNDALE ADDN LOT 1 BLK 5	14.00		14.00	01	121.68	1703.52			
622330 BOHLMAN, JEFFREY G 2140 N. 19TH ST LAWNDALE ADDN N 1/2 OF LOTS 2 & 3 BLK 5	14.50		14.50	01	121.03	1754.94			
623490 STEWART, RANDALL H 2003 GEELE AVE F G LINTZ LAND COS SUBD NO.1 S 17' OF LOT 1 & N 22' OF LOT 2 BLK 10	23.50		23.50	01	112.96	2654.56			
624960 KOBER, DOREEN M 2122 GEELE AVE ST DOMINICS SUBD THE W 41' OF LOT 11 BLK 1	22.50		22.50	01	118.13	2657.93			
624970	22.00		22.00	01	118.91	2616.02			

FORM SPA020D 03/02/20

THE FOLLOWING IS A SCHEDULE OF LOTS, PARTS OF LOTS, AND PARCELS OF LAND FRONTING ON FROM TO IN THE CITY OF SHEBOYGAN.

FINAL ESTIMATE FOR STORM SEWER, SANITARY SEWER, & WATER LATERALS

PROJ. NUMBER

CONTRACTOR

RESOLUTION NO.
PASSED

THIS WORK OR IMPROVEMENT CONSTITUTES AN EXERCISE OF POLICE POWER AND THE PROPERTY AGAINST WHICH ASSESSMENT IS PROPOSED IS BENEFITED

OWNER AND DESCRIPTION OF PROPERTY	STORM SEWER LINEAL FT.	COST	SANITARY SEWER LINEAL FT.	COST	WATER LATERALS LINEAL FT.	COST	TOTAL COST	DATE PAID	ENTERED ON TAXROLL
GOMOLL, FREDRIK 2118 GEELE AVE ST DOMINICS SUBD THE E 41 OF LOT 11 & ALL OF LOT 12 BLK 1									
625440 JOHNSON, DERRY G 2222 GEELE AVE ST DOMINICS SUBD LOT 14 BLK 6	29.50		29.50	01	110.75	3267.13			
TOTALS	468.00	.00	468.00			55398.74			

FORM SPA025B DATE OF RUN: 03/02/20 PRELIMINARY ESTIMATE FOR LATERALS-WATER

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: GEELE AVE
FROM: CALUMET DR
TO: NORTH 23RD STREET

602640
PETRICK, JOANN M 2012 GEELE AVE
2012 GEELE AVE
SHEBOYGAN WI 53083

602650
LANDWEHR, DONNA M 2016 GEELE AVE
2016 GEELE AVE
SHEBOYGAN WI 53083

602660
VIGUE, MOLLY S 2022 GEELE AVE
2022 GEELE AVE
SHEBOYGAN WI 53083

602670
OLIEN, MICHAEL P 2026 GEELE AVE
NANCY A
2026 GEELE AVE
SHEBOYGAN WI 53083

602770
PAYNE, JOHN H 1844 GEELE AVE
1844 GEELE AVE
SHEBOYGAN WI 53083

602780
DIENER, GARY J 1904 GEELE AVE
EILEEN M DIENER
1904 GEELE AVE
SHEBOYGAN WI 53083

602790
RADKE, TERRI J 1848 GEELE AVE
1848 GEELE AVE
SHEBOYGAN WI 53083

602800
KIRCHSTEIN, DANIEL J 1908 GEELE AVE
KALIA KIRCHSTEIN
1733A S. 14TH ST.
SHEBOYGAN WI 53081

FORM SPA025B DATE OF RUN: 03/02/20 PRELIMINARY ESTIMATE FOR LATERALS-WATER

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: GEELE AVE
FROM: CALUMET DR
TO: NORTH 23RD STREET

602810
LORIER, MATTHEW F 1912 GEELE AVE
1912 GEELE AVE
SHEBOYGAN WI 53083

621380
ARNHOELTER, RYAN D 1840 GEELE AVE
KRISTA A ARNHOELTER
1228 UPPER GREYSTONE DR
PLYMOUTH WI 53073

621410
SCHWANKE, KYLE T 1818 GEELE AVE
1818 GEELE AVE
SHEBOYGAN WI 53083

621560
MORAINE PROPERTIES INC 2210 N. 18TH ST.
W3329 SUNSET RD
SHEBOYGAN FALLS WI 53085

621561
FRANCO, DANIEL C 2202 N. 18TH ST.
GAIL A FRANCO
2202 N. 18TH ST.
SHEBOYGAN WI 53083

621610
SPRINGS HOMES LLC 1807 GEELE AVE
2221 LINCOLN AVE
TWO RIVERS WI 54241

621620
BECKER, ANGELA F 1801 GEELE AVE
2243 N. 20TH ST.
SHEBOYGAN WI 53083

622160
CLAUSSEN, SHARON L 1837 GEELE AVE
1837 GEELE AVE
SHEBOYGAN WI 53083

FORM SPA025B DATE OF RUN: 03/02/20 PRELIMINARY ESTIMATE FOR LATERALS-WATER

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: GEELE AVE
FROM: CALUMET DR
TO: NORTH 23RD STREET

622170
LEE, DAVID 1833 GEELE AVE
SANDY P YANG
1833 GEELE AVE
SHEBOYGAN WI 53083

622180
GUILLETTE, ADELBERT 1829 GEELE AVE
1829 GEELE AVE
SHEBOYGAN WI 53083

622320
ASCHENBACH, BRETT L 1909 GEELE AVE
1909 GEELE AVE
SHEBOYGAN WI 53083

622330
BOHLMAN, JEFFREY G 2140 N. 19TH ST.
2140 N. 19TH ST.
SHEBOYGAN WI 53081

623490
STEWART, RANDALL H 2003 GEELE AVE
2003 GEELE AVE
SHEBOYGAN WI 53083

624960
KOBER, DOREEN M 2122 GEELE AVE
2122 GEELE AVE
SHEBOYGAN WI 53083

624970
GOMOLL, FREDRIK 2118 GEELE AVE
LORI FREY
1420 WOODLAND RD
KOHLER WI 53044

625440
JOHNSON, DERRY G 2222 GEELE AVE
RHONIKA D
2222 GEELE AVE
SHEBOYGAN WI 53083

Publish - Wednesday, March 4, 2020
CLASSIFIEDS PLEASE

OFFICIAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Water Commissioners of the City of Sheboygan filed with me a report of special assessments for the installation of new water main and/or laterals in the following street:

Geele Avenue from Calumet Drive to N. 23rd Street

PUBLIC NOTICE is hereby given, that special assessments have been made according to law, and the same will be open for review and correction by the said Board of Water Commissioners at the office of the Water Utility, 72 Park Avenue from March 6, 2020 to March 16, 2020, between the hours of 7:30 A.M. and 4:00 P.M. daily, excluding Saturdays, Sundays and Holidays. Contact phone numbers: 459-3839 and 459-3804.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on the 16th day of March, 2020, at 6:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvement, if any, shall by paid by the City.

Meredith DeBruin
City Clerk

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE OFC OFFICE
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004086005	$22.35	$0.00	$22.35	Credit Card	$0.00	$22.35

Sales Rep: sbeaton **Order Taker:** sbeaton **Order Created** 02/28/2020

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	1	03/04/2020	03/04/2020
GWM-SHEW-Sheboygan Press Digital	28	03/04/2020	03/31/2020

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 02/28/2020

OFFICIAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Water Commissioners of the City of Sheboygan filed with me a report of special assessments for the installation of new water main and/or laterals in the following street:

Geele Avenue from Calumet Drive to N. 23rd Street

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Meredith DeBruin
City Clerk
Run: March 4, 2020 WNAXLP

II

R. O. No. _____ - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR LICENSE (NEW)

No.	Name	Address
2787	CG Services LLC	N1403 Sauk Trail Road, Oostburg
3391	Premier Outdoor Services	2001 New Jersey Avenue

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
3316	Sheboygan Falls Conservation Club	P.O. Box 9, Sheboygan Falls - One day event to be held 04/05/20 at 1202 S. Wildwood Avenue.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day events to be held 03/27/20, 04/24/20, 06/26/20, 09/25/20, 10/30/20, 11/20/20 at 1201 Erie Avenue.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day events to be held 05/29/20 and 07/31/20 at 1201 Erie Avenue to include beer and wine.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
0676	Gasper, Gene C.	3228 W. Apache Road

Consent.

II

R. O. No. ___ - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a license application ALREADY ISSUED.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
2970	Elizabeth Ann Seton School	814 Superior Avenue - One day event held 03/14/2020 to include beer and wine.

Consent

II

R. O. No. ____ - 19 - 20. By CITY PLAN COMMISSION. March 16, 2020.

Your Commission to whom was referred R. O. No. 165-19-20 by Director of Planning and Development, submitting the final Downtown Districts Activation and Placemaking Plan for the downtown, uptown, Indiana Avenue and Michigan Avenue districts; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 10, 2020, and after due consideration, recommends to Common Council to receive the R. O. and file the document.

Consent.

City Plan Commission

II

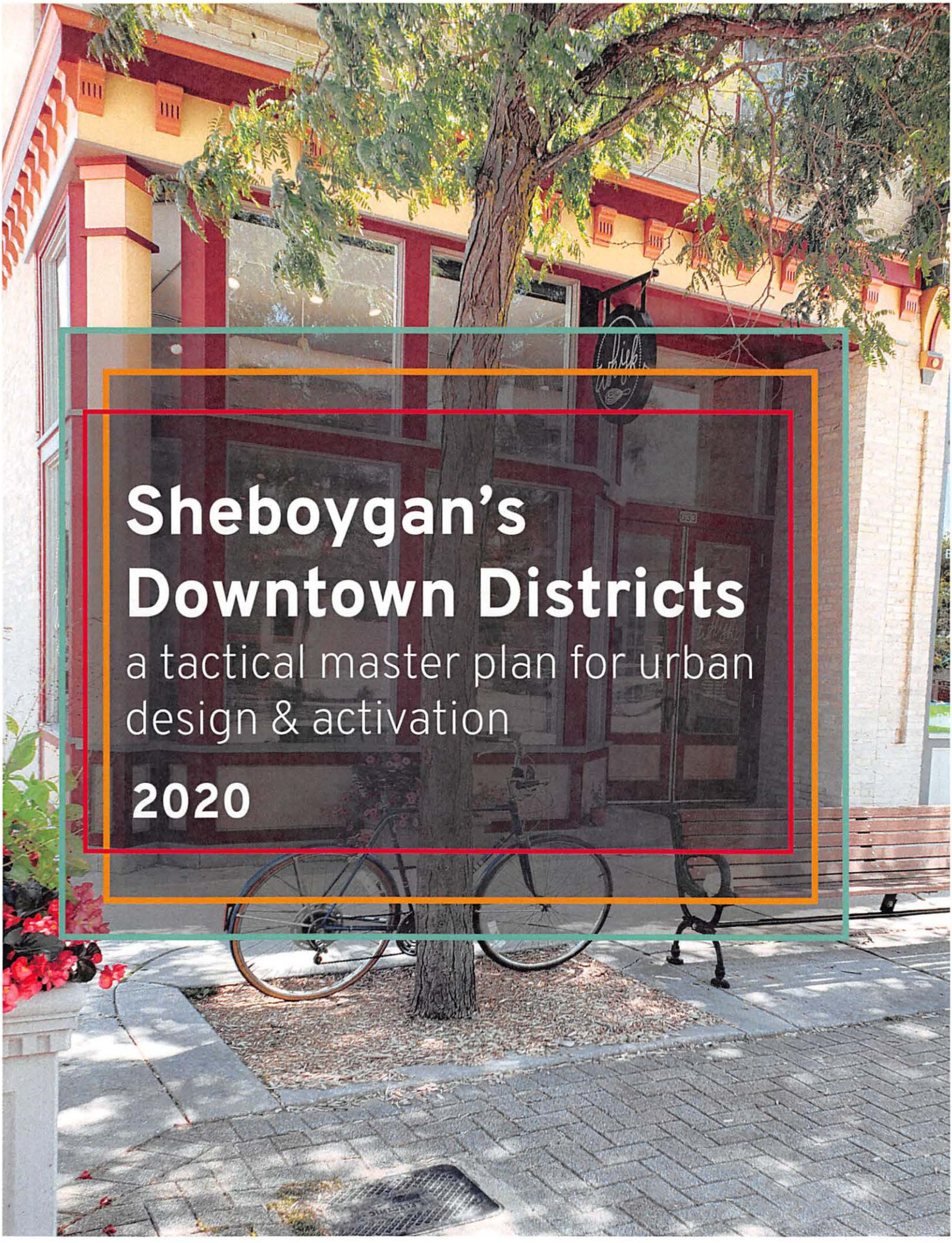
4.3

R. O. No. 165 - 19 - 20. By DIRECTOR OF PLANNING AND DEVELOPMENT.
March 2, 2020.

Submitting the final Downtown Districts Activation and Placemaking Plan for the downtown, uptown, Indiana Avenue, and Michigan Avenue districts.

Director of Planning and Development

CityPlan



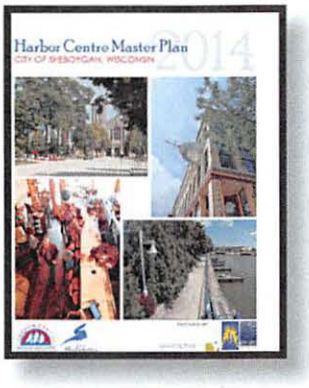
Sheboygan's Downtown Districts

a tactical master plan for urban design & activation

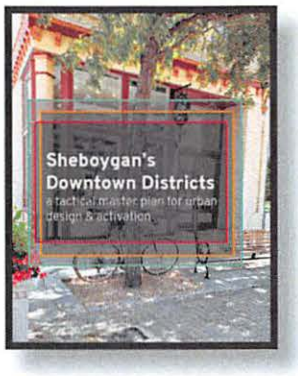
2020

Photo Credit: GRAEF

Introduction and Purpose



The **2014 Harbor Centre Master Plan** represents the next stage of Sheboygan's ongoing commitment to revitalize the downtown and waterfront, recognizing that these assets set Sheboygan apart as a destination. The 2014 master planning effort builds on previous initiatives and projects which have transformed portions of the lakeshore and riverfront, creating hospitality, entertainment and shopping destinations as well as quality residential neighborhoods complete with attractive public open space amenities. The 2014 plan unites and connects these diverse assets, while also providing strategies for creating additional activity centers along 8th Street and other key locations throughout Harbor Centre.



The purpose of this plan titled **"Sheboygan's Downtown Districts, a tactical master plan for urban design and activation"** is to build upon the framework of the 2014 plan and provide additional activation and placemaking suggestions to continue to make Sheboygan's Downtown Districts including the Downtown, Uptown, Michigan Avenue and Indiana Avenue corridors. The City of Sheboygan staff plans to work with representatives from each of the respective districts to complete placemaking projects based on interest and feedback from key stakeholders in each of these districts. The recommendations in this plan take into account lessons learned from the development that has occurred in the downtown district is recent years.

Acknowledgments

City of Sheboygan

Common Council:

Alderperson Todd Wolf, Council President, District 2
Alderperson Mary Lynne Donohue, Council Vice President, District 3
Alderperson Betty Ackley, District 4
Alderperson Jim Bohren, District 10
Alderperson Dean Dekker, District 6
Alderperson Barbara Felde, District 1
Alderperson Trey Mitchell, District 9
Alderperson Rose Philips, District 7
Alderperson Markus Savaglio, District 5
Alderperson, Ryan Sorenson, District 8

Chad Pelishek, Director of Planning & Development, Sustainability Coordinator
Steve Sokolowski, Manager of Planning & Zoning
Nancy Maring, Community and Economic Development Planner
Janet Duellman, Community Development Planner

Consultant Team

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Photo Credit: GRAEF

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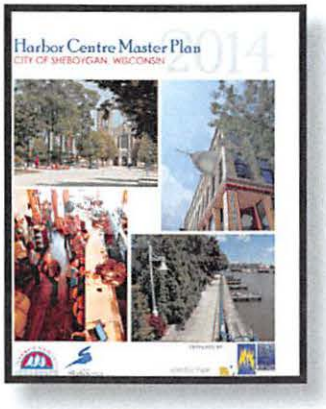
Looking Back: Sheboygan Harbor Centre Plan 2014-2019

This 2019 update picks up five years after the 2014 plan was completed. The following pages summarize the accomplishments and progress over that time.



There have been some amazing strides made by the City, Harbor Centre BID, John Michael Kohler Arts Center (JMKAC), local business owners and developers, and other key community partners in the past years to make Sheboygan more vibrant, walkable, and enjoyable for all residents. **Here is just some of what has been accomplished** in the past five years. Look for the green check marks and text for items that are underway, in-progress, or completed.

2014 Plan Goal and Actions:

Install streetscape amenities to reinforce the Arts, Culture, and Food District and encourage pedestrian activity throughout downtown.

- ✓ Install arts- and culture-oriented streetscape enhancements, focusing first on key connections, including 8th Street north of the River and Niagara
- ✓ Renovate Halprin fountain to increase utilization of library plaza and create additional event and family-friendly space in the core of downtown

"Living Room" street furniture project, located at a sidewalk bump-out on 8th Street, across from Library Plaza. Photo: GRAEF.

Library Plaza sculptures and seating. Image: City of Sheboygan

Update: The newly-finished "living room" project creates additional sidewalk seating in an inviting conversation circle on the sidewalk along 8th Street, near the Mead Library and City Green.

Focused on adding color to the streetscape, the city introduced the opportunity for non-profit groups to add decorative metals signs to the downtown planters along N. 8th Street. The concept was first tested in 2018, with metal signs celebrating the Sheboygan Symphony Orchestra's 100th Anniversary, and the program continued in 2019 with the SCIO Farmers market celebrating their 30th anniversary using colorful signs. The colorful metal signs are fabricated by students at Lakeshore Technical College and have been a well-received addition to the downtown.

Library Plaza is under construction, to be completed in 2019. The redesign intends to increase green space and improve pedestrian connectivity. The photo (left) illustrates panels from the clock tower repurposed into sculptures. The iconic 1976 Halprin Fountain will also undergo repairs.

2014 Plan Goals and Action:

Increase awareness and understanding of Sheboygan market opportunities among property owners, investors, and developers.

Preserve downtown property values by improving aesthetics & encouraging quality renovation and development activity.

√ Host regional developer summit to provide overview of Sheboygan market, tour available sites, and discuss infill and redevelopment options Provide an additional 50 downtown residential units by 2015

Update: In 2015 and yearly thereafter the City hosted a development summit and invited developers from Wisconsin and around the Midwest to visit the community, hear market information, and tour available sites. Multiple completed developments are a direct result of that outreach and marketing. The summit has become an annual event that has brought hundreds of developers to the community.

The city has seen an increase in the number of people living in and near the downtown through the addition of 260 units. Such projects include the Encore, High Pointe and Portscape which provide luxury rental apartments. Another 184 units are currently under development.

2015 development summit tour. Photo: City of Sheboygan

The Encore apartments on 8th Street added 81 residential units to downtown upon its opening in 2018. Photo: GRAEF.

High Pointe Apartments on South 8th Street. Photo: City of Sheboygan

2014 Plan Goals and Actions:

Establish an Arts, Culture, and Food District.

- ✓ Increase activity at Library Plaza, continue the concert series and Chalk Art Festival, introduce and expand family friendly events
- ✓ Coordinate with the JMKAC to expand public art within the cultural core

Support coordination among local and regional tourism efforts, events, and consumer marketing to leverage investment and establish common messages.

- ✓ Coordinate local and regional events to maximize attendance and strategically time events to benefit businesses

Update: Since 2014, the City and community organizations have developed spaces, events and public art within a core area of the downtown.

The Levitt AMP summer concert series occurs Thursdays in summer. This event series was made possible through dialog between city stakeholder groups and an effort to activate and program this newly-created civic gathering space. The concerts are funded through a grant program. It has been a success, bringing thousands of visitors per week to the downtown.

As illustrated in the photo, below, the concerts are held at City Green, the central public gathering space downtown. Through city redevelopment efforts, the former Boston Store department store block has been redeveloped into a mixed-use destination of retail stores, apartments, and open space.

A 2019 Levitt AMP concert. Photo credit: City of Sheboygan.

The Levitt AMP concert series occurs Thursdays in summer, currently held at City Green. Photo credit: City of Sheboygan.

ART IN PUBLIC SPACES

Visit these art installations—they are just a short walk away!

1 ***P.E.A.R.L. (Prism. Emitting. Abstracted. Radiant. Light.)***
Located on Sheboygan's City Green
Michael Moore, artist

2 ***Natural Bridge Study/Estudio de Puente Natural***
Located in the alleyway at 826 N. 8th Street
Mary Anne Kluth, artist

3 ***Opening (Walk Through #1)***
Located in the alleyway next to the Korthals Enterprises building in the 500 block of N. 8th Street
Diana Gabriel, artist

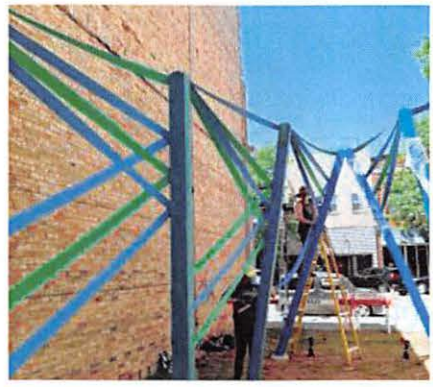
4 ***Threading a Dream***
Located on the south wall of the Mead Public Library at 8th and New York
Nancy Saleme and Patricia Cazorla, artists

SNAP & SHARE!
While you're visiting, step inside the installation and snap a picture.
#ccjmkac
@jmkac

JOHN MICHAEL **KOHLER ARTS CENTER**
608 New York Ave., Sheboygan, WI • 920.458.6144 • www.jmkac.org

The Art in Public Spaces program features four installations in the Arts, Culture and Food District. Image courtesy of the John Michael Kohler Arts Center.

Update: The Art in Public Spaces program includes four public art installations, using underutilized spaces like alleys. Art in Public Spaces is a Connecting Communities collaboration and is supported in part by an award from the National Endowment for the Arts, Bert L. and Patricia S. Steigleder Charitable Trust, Frederic Cornell Kohler Charitable Trust, Kohler Trust for the Arts and Education, Kohler Foundation, Inc., Additional support for Art in Public Space came from The City of Sheboygan, Quasius Construction, Master Gardener Volunteers, and an anonymous donor.



Installation of "Opening (Walk Through #1)" by Diana Gabriel. Photo credit: City of Sheboygan.

Art in Public Spaces artist Diana Gabriel with a mock up of "Opening (Walk Through #1)." Photo courtesy of: City of Sheboygan.

Art in Public Spaces installation titled "P.E.A.R.L." by Mike M. Moore. Photo credit: GRAEF.

Public art at the library. Photo credit: City of Sheboygan.

2014 Plan Goals and Actions:

Improve mobility within the BID by promoting alternative modes of transportation

- √ Enhance and connect family-friendly amenities by incorporating bike programs and bike-oriented events
- √ Consider locating shared bikes throughout downtown to encourage additional bike trips and facilitate longer connections by visitor groups
- √ Explore interim options for seasonal trolley service beyond event days.

Improve wayfinding and navigation within the BID to encourage visitors to explore additional businesses or amenities

- √ Install pedestrian wayfinding signage and maps throughout downtown
- √ Work with Lakeshore Technical College, UW Milwaukee, or another local source to develop a wayfinding smartphone app which promotes businesses, events, and provides walking, biking, and driving maps
- √ Re-establish and enhance street connections at Wisconsin and New York

Update: Through the redevelopment of the former Boston Store building, major connections between 7th and 8th Streets were re-established. These connections improve walkability and mobility between downtown cultural assets: JMKAC and the Mead Library.

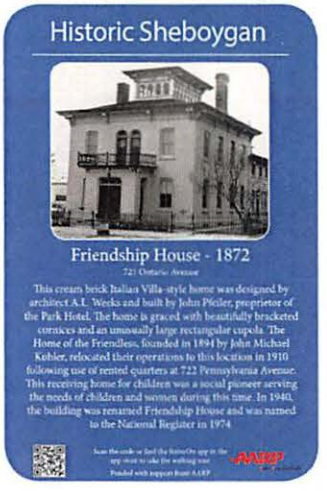
While significant, multi-million dollar improvements have been made downtown with infrastructure projects that increase physical connectivity, additional work can be done to promote bicycle and pedestrian connections within the study areas and between points of interest and cultural assets. This initiative began with bike racks and wayfinding signs that show multi-modal paths. Since 2017, Shoreline Metro's Route 40 trolley service connects popular destinations in downtown, the riverfront and South Pier during the summer.

A bike share program is in development for the City, with roll out expected in Spring 2020. The program intends to provide three docking stations: downtown, South Pier, and the Harbor Centre marina area.

Aerial view of City Green. Three new pedestrian connections—at Wisconsin Avenue, mid-block through City Green, and at New York Avenue—were developed following the demolition of the former Boston Store building and subsequent development of the City Green and Encore apartment projects. Image source: City of Sheboygan.

The construction of City Green created a major pedestrian connection within the heart of the Arts, Culture and Food District from 7th to 8th Streets, and connects JMKAC to the Mead Library. View from 8th Street looking east to the JMKAC beyond; Mead Library is directly behind the viewer. Photo credit: GRAEF.

The City of Sheboygan has participated in the AARP Livable Communities program and is a 2019 Community Challenge grant recipient. The grant is for a program to enhance the city's downtown historical walking tour of historic structures and events with signage, and online app, and paper maps. Development was completed Fall 2019.



Signage identifying historic points of interest along new historical walking tour. Image credit: City of Sheboygan

Shoreline Metro's Route 40 trolley service. Photo credit: City of Sheboygan

2014 Plan Goals and Actions:

Improve economic returns and reduce vacancy for property owners in the downtown district

- √ Establish design standards to encourage quality design and support private investment in building improvements
- √ Revise/implement parking policy and design guidelines to encourage higher density development in key locations

Preserve downtown property values by improving aesthetics and encouraging quality renovation and development activity

Update: The City has design guidelines that are used as a tool when potential new development projects are reviewed. A downtown parking study was completed in 2017 and a parking app is to be rolled out in 2020 through the Sheboygan Parking Utility (a division of the Transit & Parking Commission).

DWN
TWN
EHRMAN'S
Fine Jewelry Outlet
SEH
Engineers
Architects
Planners
Scientists

The 2019 Update
New Approach & Goals

For the 2019 update of the Harbor Centre Master Plan, the City of Sheboygan has expanded the focus of the plan from one downtown district to four study areas: the Downtown (Harbor Centre) district, Michigan Avenue, Uptown, and Indiana Avenue.

The City has also focused this plan update on a just a few overarching goals regarding economic development, market opportunity, and ideas and strategies for placemaking enhancements and urban design solutions that will help each of these four areas thrive.

In addition to the goals from the 2014 plan outlined in the previous pages and the ongoing work that is underway to make these goals into a reality, this plan is focused around the following new & updated goals:

1. **Continue to create placemaking enhancements at key locations to reinforce district identities, celebrate strengths, and address challenges, and provide visual cues to aid in wayfinding throughout downtown**

2. **Improve mobility within the downtown districts by promoting alternative modes of transportation**

3. **Continue to support coordination among local and regional tourism, event and consumer marketing to leverage investment and establish common messages**

4. **Preserve downtown property values by encouraging quality renovation, façade improvement and development activity**

What is Placemaking?

Placemaking is a collaborative process where community members, business partners, property owners, and municipal governments work together to re-imagine public spaces, including commercial corridors, through urban design, events, and programs. The goal of placemaking projects is to help people feel more connected to places: more excited to walk to lunch, shop locally, and play with their kids in community parks.

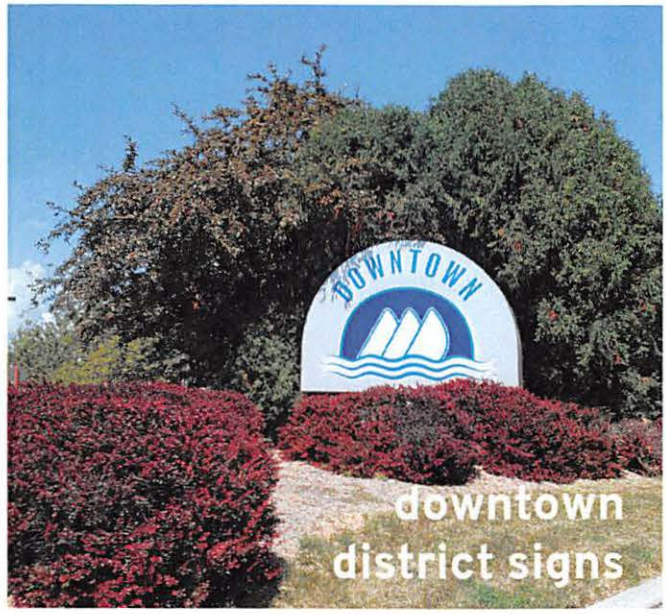
We believe that using a placemaking approach in the City's treasured commercial districts will allow Sheboygan to thrive. Residents will feel more connected to their city and business owners will see more foot traffic. Engaging commercial districts with amenities and a sense of place will help employers attract new employees, and help residential building owners fill their units. Most importantly, a placemaking approach will breathe new life into Sheboygan's amazing places, and new public places may emerge.

The photographs on the preceding pages show just a few of the streetscape and urban design elements that help define the sense of place in Sheboygan currently. The recommendations in this plan are meant to build on the successes and accomplishments of the past and complement Sheboygan's current built and programmatic environment.

sidewalk seating

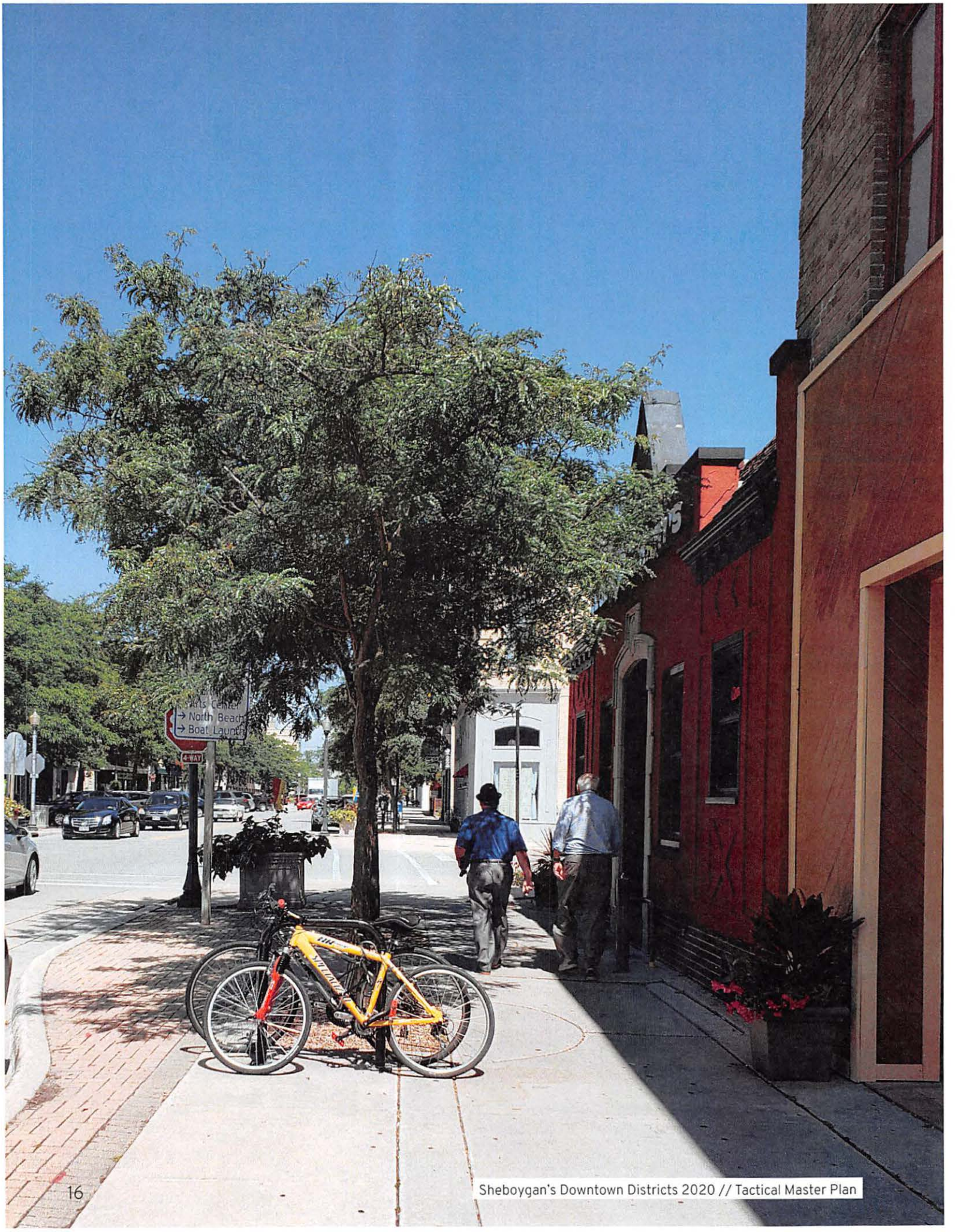
planters and trees

markets & festivals
Image source: Visit Sheboygan


DOWNTOWN
downtown
district signs

seating areas
Image source: City of Sheboygan

community events
Image source: City of Sheboygan


→ North Beach
→ Boat Launch
4-WAY

How To Use This Plan

These pages contain ideas and strategies for further activating the streets of Sheboygan, a city on Lake Michigan with a thriving marina area and downtown districts on the rise.

WHO?

The plan has been designed so that anyone can contribute to making Sheboygan a more engaging, fun, and creative place - whether you are a business or property owner, you work for the city, or you live in Sheboygan, there are ideas for projects that could use your creativity and energy to help make them a reality.

Throughout the plan, recommendations are labeled like this:

PUBLIC PRIVATE PARTNERSHIP

to show which sector would most likely be the primary actor for this type of project. Many projects have more than one way they could be accomplished! In the **HOW TO** section of each recommendation, the specific groups of people who could and should be involved in a particular placemaking project are outlined under the **PEOPLE** heading.

WHERE?

This plan is focused on four districts within Sheboygan: Michigan Avenue, Uptown, Downtown, and Indiana Avenue (see map, page 21). However, many of the strategies and recommendations presented here will be relevant to other districts within the City.

Throughout the plan, recommendations are also labeled like this:

M ichigan Avenue U ptown

D owntown I ndiana Avenue

to indicate which recommendations are most applicable to each of the districts. Each district also has priority recommendations, which can been seen on **Pg 20 - 27.**

HOW MUCH?

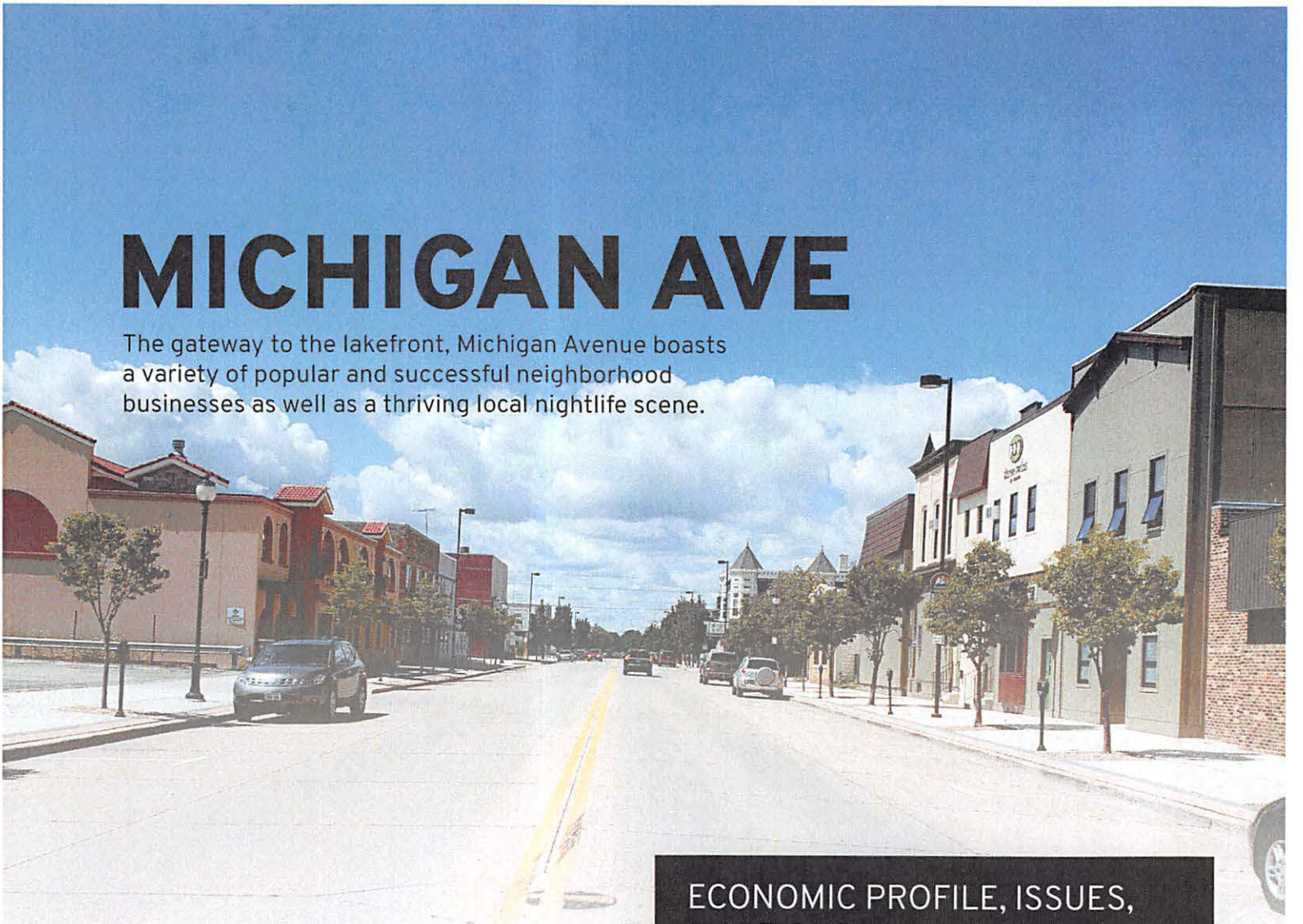
Each of the recommendations includes a symbolic price range between **$ - $$$$** to show the **COST** level, and also includes a suggestion about how the recommendation could be funded. The **IMPACT** of each recommendation is also categorized as high, medium, or low to help the City of Sheboygan and partners prioritize which strategies to tackle first.

the Study Areas

1 MICHIGAN AVE
2 UPTOWN
3 DOWNTOWN
4 INDIANA AVE
MEHRTENS AVE
PLATH CT
DEWEY CT
END CT
SUPERIOR AVE
HURON AVE
MICHIGAN AVE
ST CLAIR AVE
ERIE AVE
ONTARIO AVE
NIAGARA AVE
WISCONSIN AVE
WASHINGTON CT
NEW YORK AVE
CENTER AVE
PENNSYLVANIA AVE
VIRGINIA AVE
JEFFERSON AVE
NEW JERSEY AVE
MARYLAND AVE
ILLINOIS AVE
INDIANA AVE
KENTUCKY AVE
ALABAMA AVE
N WATER ST
N COMMERCE ST
S COMMERCE ST
DEPOT ST
S RIVER ST
KIWANIS PARK DR
RIVERFRONT DR
SOUTH PIER DR
BLUE HARBOR DR
BROUGHTON DR
N FRANKLIN ST
N 16TH ST
N 15TH ST
N 14TH ST
N 13TH ST
N 12TH ST
N 11TH ST
N 10TH ST
N 9TH ST
N 8TH ST
N 7TH ST
N 6TH ST
N 5TH ST
N 4TH ST
N 3RD ST
N 2ND ST
S 16TH ST
S 15TH ST
S 14TH ST
S 13TH ST
S 12TH ST
S 11TH ST
S 10TH ST
S 9TH ST
S 8TH ST
S 7TH ST
North
1/4 Mile

MICHIGAN AVE

The gateway to the lakefront, Michigan Avenue boasts a variety of popular and successful neighborhood businesses as well as a thriving local nightlife scene.



PRIORITY RECOMMENDATIONS

for a complete list of all recommendations, see pg 67

- **Rightsize the Roadway on Michigan Avenue**
  with delineated parking lanes and bike lanes – see page 56.
- **Strategic Nodes of Art Lighting**
  see page 52.
- **District Gateway & Entrance Marker**
  at Michigan & 14th Street – see page 44.
- **Facade Improvement Projects**
  throughout the district – see page 58.

ECONOMIC PROFILE, ISSUES, & ACTIONS

Michigan Avenue's linear corridor serves as a nightlife and entertainment center for the City and the region. The business mix is eclectic, including multiple restaurants featuring ethnic cuisines and bars providing nightlife. Michigan Avenue also includes unique shops and services serving diverse customers. As with Indiana Avenue, Michigan Avenue's mix includes successful Latino businesses also serving regional customers. The corridor is also home to one of Sheboygan's legacy (and destination) businesses, Martens Trilling True Value Hardware Store. Some have described Michigan Ave as having a "funk" factor, with cheap rents that enable the growth of new start-up businesses.

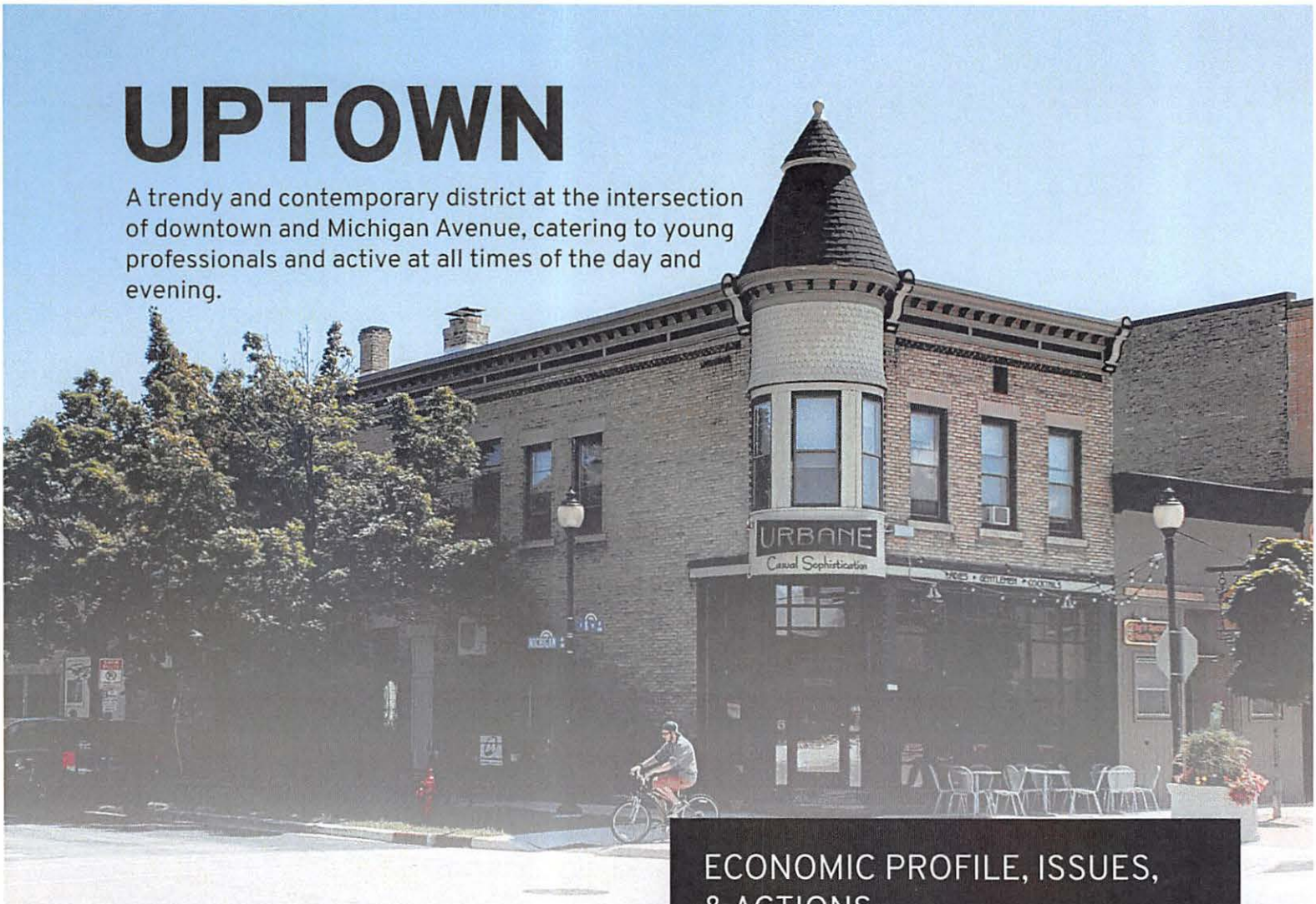
Three market-supported opportunities for the future:

- Small-scale investment by Michigan Avenue businesses and property owners is needed to improve the appearance of buildings
- Support start-ups and small businesses through development of a comprehensive set of resources
- Collaboration between the owners of entertainment and late-night venues, the City and the police department, and the neighbors will ensure that businesses can succeed and residential areas are respected.

for more info, see pg 44
for more info, see pg 56
8th Street
11th Street
12th Street
13th Street
Michigan Avenue
for more info, see pg 52
for more info, see pg 58
14th Street

UPTOWN

A trendy and contemporary district at the intersection of downtown and Michigan Avenue, catering to young professionals and active at all times of the day and evening.



PRIORITY RECOMMENDATIONS

for a complete list of recommendations, see pg 67

» **Strategic Nodes of Art Lighting**
see page 52.

» **Sidewalk seating**
for restaurants and pedestrians – see page 55.

» **Facade Improvement Projects**
throughout the district – see page 58.

ECONOMIC PROFILE, ISSUES, & ACTIONS

Uptown straddles the identities of Sheboygan's downtown and of the Michigan Avenue corridor. Certain businesses resemble Michigan Avenue businesses more than those in the downtown core. Other businesses in Uptown's south block readily fit with the downtown's northern blocks and appear as an extension of Sheboygan's downtown.

The Uptown business mix includes service, institutional, and automotive uses, in addition to several established food and beverage businesses, such as 8th Street Ale Haus and Paradigm Coffee & Music. Paradigm exemplifies the new way that business is done by small business owners: it's a traditional coffee shop, a music venue, a co-op, a meeting place for progressive thinkers, and a recycler. They have created a community of customers.

Those that were interviewed as a part of this plan expressed varied opinions about what the Uptown area was, its boundaries, and what differentiated Uptown from downtown Sheboygan or Michigan Avenue. Uptown already has attractive buildings and spaces and interesting businesses. The primary market opportunity for the district is to confirm how its businesses, Sheboygan's residents and employees, and area visitors define Uptown. Through this process, the district can begin to solidify its image and market position, tell the area's story, and support any resulting Uptown brand.

for more info, see pg 55
N 7th Street
Erie Avenue
N 8th Street
St. Clair Avenue
for more info, see pg 52
for more info, see pg 58
Michigan Avenue

DOWNTOWN

The heart of entertainment and the professional employment base of the City, Downtown Sheboygan welcomes people from outside of the city to work and play on a daily basis.

ECONOMIC PROFILE, ISSUES, & ACTIONS

Sheboygan's traditional downtown includes a diverse range of uses—commercial, residential, and institutional. The downtown core is home to regional cultural institutions, such as Kohler Arts Center, local and county government, and local institutions. Downtown Sheboygan has also experienced both new business growth and residential development in recent years. Sheboygan's downtown core also includes a substantial percentage of women-owned businesses, such as Relish Kitchen Store.

Multiple newer downtown businesses exemplify how entrepreneurs successfully operate in a downtown market context. Downtown Sheboygan's business mix also includes some important clusters, particularly in dining. The owner of Trattoria Stefano has created three (3) destination restaurants and plans to open a specialty grocer downtown. These businesses, combined with downtown's other restaurants and bars, create a cluster functioning as a downtown anchor.

Any local view of the role of the downtown in their community, including Sheboygan, is too often nostalgic. Local residents remember how downtown was. But the function of downtowns, as commercial centers, has changed dramatically. Ultimately, downtown's economic vitality means a focus on the future, sustaining strong business growth, local opportunities for residential and employee growth, and strategic market positioning.

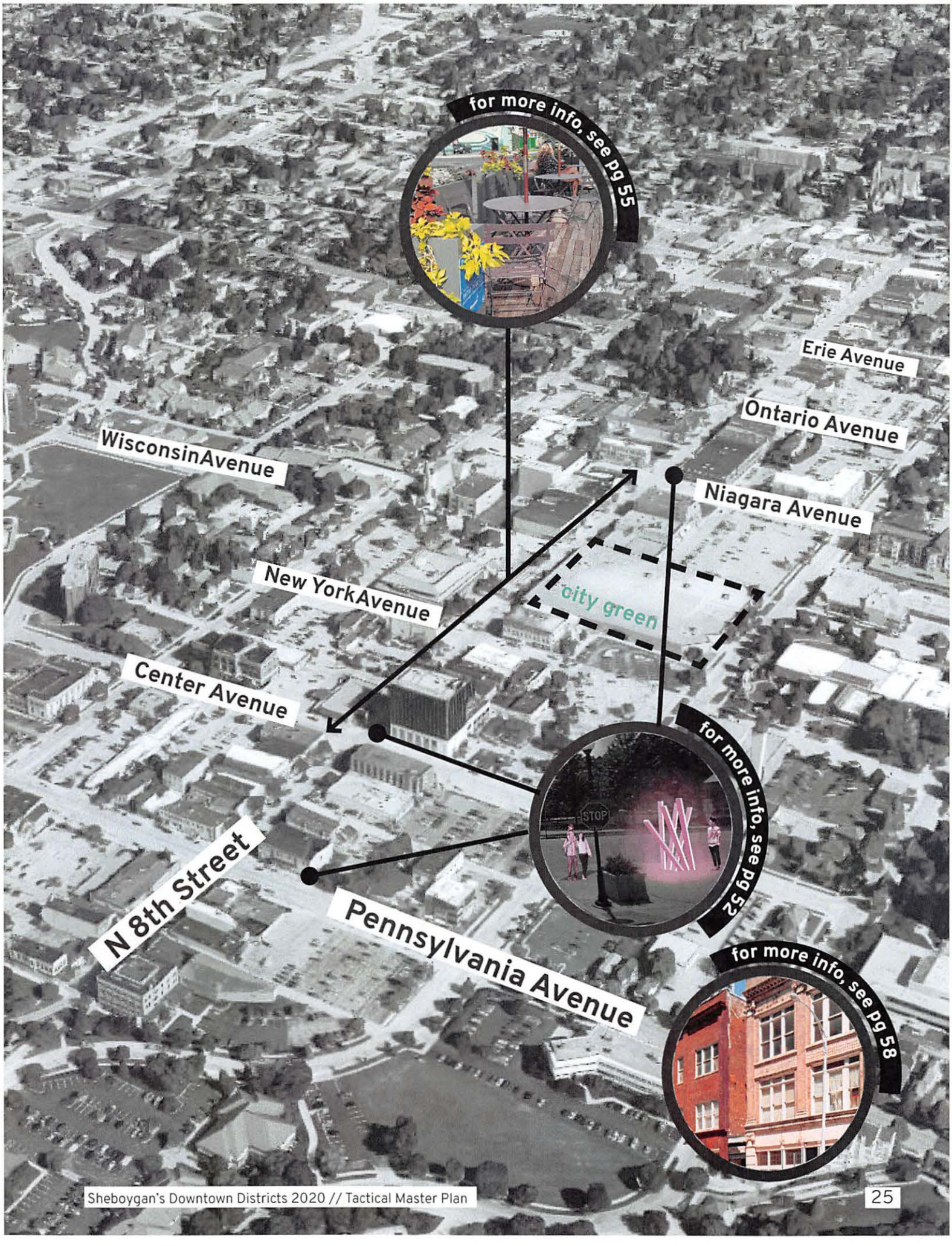
Five actions will help downtown's businesses grow:

- Focus on downtown employment growth, especially through startups and smaller businesses
- Support and market Sheboygan's women-owned businesses
- Develop a comprehensive new business owner resource and support network to fill vacancies and ensure a unique downtown business mix
- Focus on addressing parking management issues through enforcement and app-based technology
- Develop strong partnerships between businesses, downtown institutions, and other entities to ensure long-term downtown success

PRIORITY RECOMMENDATIONS

for a complete list of recommendations, see pg 67

- **Strategic Nodes of Art Lighting**
  see page 52.
- **Sidewalk seating**
  for restaurants and pedestrians – see page 55.
- **Facade Improvement Projects**
  throughout the district – see page 58.


for more info, see pg 55
Erie Avenue
Ontario Avenue
WisconsinAvenue
Niagara Avenue
New YorkAvenue
city green
Center Avenue
for more info, see pg 52
N 8th Street
Pennsylvania Avenue
for more info, see pg 58

INDIANA AVE

The new "Fresh Tech" innovation district built from a strong employment base, cultural diversity in the district, County-wide innovation legacy, and a strong connection between downtown institutions and new development along the corridor.

ECONOMIC PROFILE, ISSUES, & ACTIONS

Sheboygan's Indiana Avenue serves as the southern gateway to the City's lakefront, the riverfront, and downtown – both visually and physically. Indiana Avenue includes multiple small businesses serving both residents and visitors. Among these businesses are successful regional Latino businesses, including the grocer La Conquistadora, and iconic local businesses such as Z Spot Coffee House. Understanding the ways that these successful local businesses attract and serve their customers will demonstrate how ground level businesses can succeed along the corridor.

Indiana Avenue's economic future will depend upon the outcomes of two ongoing catalytic projects: The emerging Fresh Tech district, emphasizing a new and collaborative approach to 'grow your own' business success and employment growth through innovation; and the Badger Lofts development, which will provide a new housing type for the City and continued riverfront revitalization. In addition, multiple redevelopment sites exist along Indiana Avenue to support new development over the long-term. The anticipated results of these catalytic projects are new area residents, new employers, and their employees – user groups who will want nearby amenities.

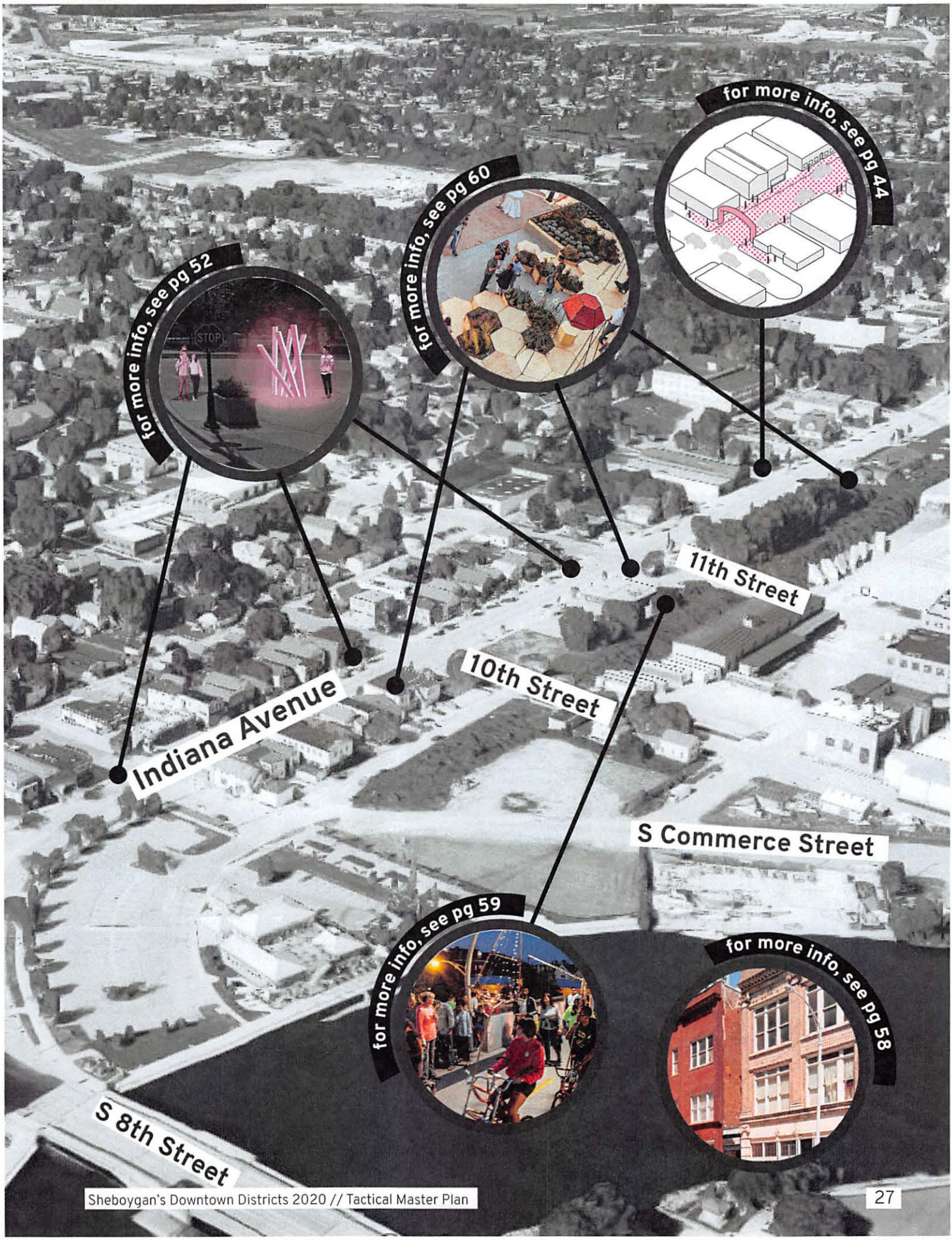
Smaller scale investments will also matter for Indiana Avenue. Appearance and connectivity-related investments are important to the corridor's future because of its gateway function. Vintage buildings represent opportunities for improving and crafting Indiana Avenue's unique appearance, expanding the overall business mix, and crafting a unique image – but these buildings require façade and interior improvements. Increased reinvestment by existing owners will indicate visible change along Indiana Avenue to residents, visitors, and potential new businesses. A viable tenant is needed for the former restaurant property at 8th Street. New tenancies that complement existing businesses and serve the area's shared markets represent another category of opportunities.

Related to gateway improvements, several interviewees suggested major improvements to the roundabout at South 8th Street and Indiana Avenue. These interviewees indicated that the roundabout is confusing for visitors to Sheboygan, inhibits accessibility to corridor businesses, and circulation between Indiana Avenue, the South Pier/ Blue Harbor areas, the downtown core, and the riverfront.

PRIORITY RECOMMENDATIONS

for a complete list of recommendations, see pg 67

- **District-specific Street Furniture**
  celebrating the Fresh Tech district and connecting to community – see page 60.
- **Strategic Nodes of Art Lighting**
  see page 52.
- **District Gateway & Entrance Marker**
  at Indiana Avenue & 14th Street – see page 44.
- **Facade Improvement Projects**
  throughout the district – see page 58.
- **Bike path signage & landscaping**
  along routes– see page 59.


for more info, see pg 52
for more info, see pg 60
for more info, see pg 44
11th Street
10th Street
Indiana Avenue
S Commerce Street
for more info, see pg 59
for more info, see pg 58
S 8th Street

ST CLAIR

Economic Profiles

As part of this Harbor Centre Master Plan update, economic profiles were developed for the Plan's four study areas – Harbor Centre (Downtown), Uptown, Michigan Avenue, and Indiana Avenue. The profiles were developed based upon demographic data, market analysis, and eight stakeholder interviews with commercial interests in all four areas. In addition to the market data described in the next section, market-based and local opportunities are noted for each area.

It is important to note that the four study areas defined in this plan share a series of overlapping market geographies. A five minute drive separates the Indiana Avenue corridor from the Michigan Avenue corridor, with Uptown and Sheboygan's downtown core located in between. While each commercial area has unique attributes and local businesses, these four defined locales share markets and customers.

These same shared markets and demographics are also affected by broader market trends, which have important implications for local business growth and investment in the four areas. How these shared markets define and differentiate themselves within each individual study area is also described.

The economic profiles detailed on the following pages informed the recommendations for each study area.

SHEBOYGAN'S ECONOMIC PROFILES

Overview

As part of this Harbor Centre Master Plan update, economic profiles were developed for the Plan's four (4) study areas--Harbor Centre (downtown); Uptown, Michigan Avenue, and Indiana Avenue. The profiles were developed based upon demographic data, market analysis, and eight stakeholder interviews with commercial interests in all four areas. In addition to the market data described in the next section, market-based and local opportunities are noted for each area.

Most important, Sheboygan's four (4) study areas share a series of overlapping market geographies. A five (5) minute drive separates the Indiana Avenue corridor from the Michigan Avenue corridor, with Uptown and Sheboygan's downtown core located in between. While each commercial area has unique attributes and local businesses, these four (4) defined locales share markets and customers. These same shared markets and demographics are affected by broader market trends. These trends have important implications for local business growth and investment in the four (4) areas and what their economic vitality will mean in the future. How these shared markets define and differentiate each individual study area is described in the economic profiles that follow.

Markets and Demographics

Table 1 below displays the demographics for each study area and for the City of Sheboygan.

Table 1: Study Area Demographics

Selected Demographics: 4 Study Areas and City

	Downtown/BID	Uptown	Michigan	Indiana	City of Sheboygan
Total Population	441	35	322	290	49,385
Population Density (Pop/Sq Mi)	1,743.87	2,710.35	9,964.13	5,901.04	3,508.31
Total Households (HHs)	251	25	122	127	20,455
Average HH Size	1.8	1.4	2.6	2.3	2.4
Projected Population Growth by 2023	0.8%	1.9%	-5.4%	-3.1%	-1.3%
Median Age	37.7	40.3	30.3	30.8	37.4
Average HH Income	$45,885	$45,850	$43,017	$45,686	$57,572
Median HH Income	$33,281	$32,422	$30,191	$37,791	$45,439
Per Capita Income	$27,707	$35,483	$16,279	$20,099	$24,061
Employees	2,029	176	103	236	22,867
Jobs/HH	8.1	7.0	0.8	1.9	1.1

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All of the study areas have smaller populations and employee numbers. While nearby residents are always frequent users of any commercial district's businesses and amenities, the study area populations shown are insufficient to ensure either business success or growth in any area. To succeed, businesses in all districts are attracting customers from much wider market geographies. Depending upon the individual business, their primary market may be a convenience drive time, the City itself, or a larger destination market, including visitors to Blue Harbor Resort, South Pier, and Sheboygan's riverfront.

In addition to nearby residents, consumers residing within a convenient drive-time, typically a 5-minute drive or 10-minute bike ride, are also more frequent users of their nearby commercial areas. The demographics for each area are shown below followed by an illustration of these overlapping drive times.

Table 2: Convenience Drive Time Demographics

Selected Demographics: 5 Minute Drive Times

	Downtown/BID	Uptown	Michigan	Indiana
Total Population	17,289	18,748	21,666	18,823
Total Households	7,203	7,659	8,959	7,877
Average Household Size	2.4	2.4	2.4	2.4
Projected Population Change by 2023	-2.2%	-2.4%	-2.3%	-2.0%
Population Density (per Sq. Mi.)	4,976.55	5,171.79	5,026.61	4,188.85
Median Age	33.8	33.8	34.5	35.4
Average Household Income	$47,832	$52,610	$53,750	$47,930
Median Household Income	$37,647	$39,227	$41,071	$39,183
Per Capita Income	$20,122	$21,687	$22,418	$20,313
Employees	10,338	10,687	11,687	12,691
Estimated Total Consumer Expenditures	$243,941,235	$269,280,391	$323,383,921	$273,667,649

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Illustration 1: Convenience Drive Times for Each Study Area

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The demographics for the convenience drive times (Table 2) are similar and encompass much of the City. The four (4) study areas are either proximate or contiguous, and despite natural barriers, driving between districts is convenient. The Indiana Avenue market is less dense, given the vacant land included within that market geography and its access to I-43. This Indiana Avenue market also includes more employees. Michigan Avenue includes some additional residential to the north. The projected 2023 population decrease is similar to the projection for the City of Sheboygan.

In addition to attracting neighborhood and nearby customers, street level businesses also depend upon patrons from a larger destination, or 30-minute drive time, market. The percentages of sales generated from destination customers vary by business type. Sales from this larger market are often critical to operating margins for individual businesses. Given Sheboygan is an established regional destination, the market will be important to all businesses. Adding to the destination market, the advent of online shopping, particularly the use of mobile phones, has significantly changed consumer behaviors. This same destination market also represents the 'Near Me' market. Consumers making purchases online for same day pick-up will typically drive up to 30 minutes to obtain their online purchase. Similar behavior is noted in considering dining options. The demographics for the 30-minute drive times are shown below and followed by a map of the overlapping destination drive times.

Table 3: Destination Drive Time Demographics

Selected Demographics: 30 Minute Drive Times

	Downtown/BID	Uptown	Michigan	Indiana
Total Population	113,775	119,644	121,378	115,428
Total Households	46,360	48,658	49,461	47,027
Average Household Size	2.5	2.5	2.5	2.5
Projected Population Change by 2023	2.7%	2.7%	2.7%	2.7%
Population Density (per Sq. Mi.)	249.09	237.04	237.09	244.33
Median Age	41.5	41.7	41.8	41.5
Average Household Income	$70,335	$70,274	$70,263	$70,720
Median Household Income	$56,477	$56,450	$56,412	$56,788
Per Capita Income	$28,870	$28,795	$28,849	$29,018
Employees	60,585	64,763	66,157	60,840
Estimated Total Consumer Expenditures	$2,116,092,186	$2,220,580,233	$2,255,780,489	$2,148,493,204

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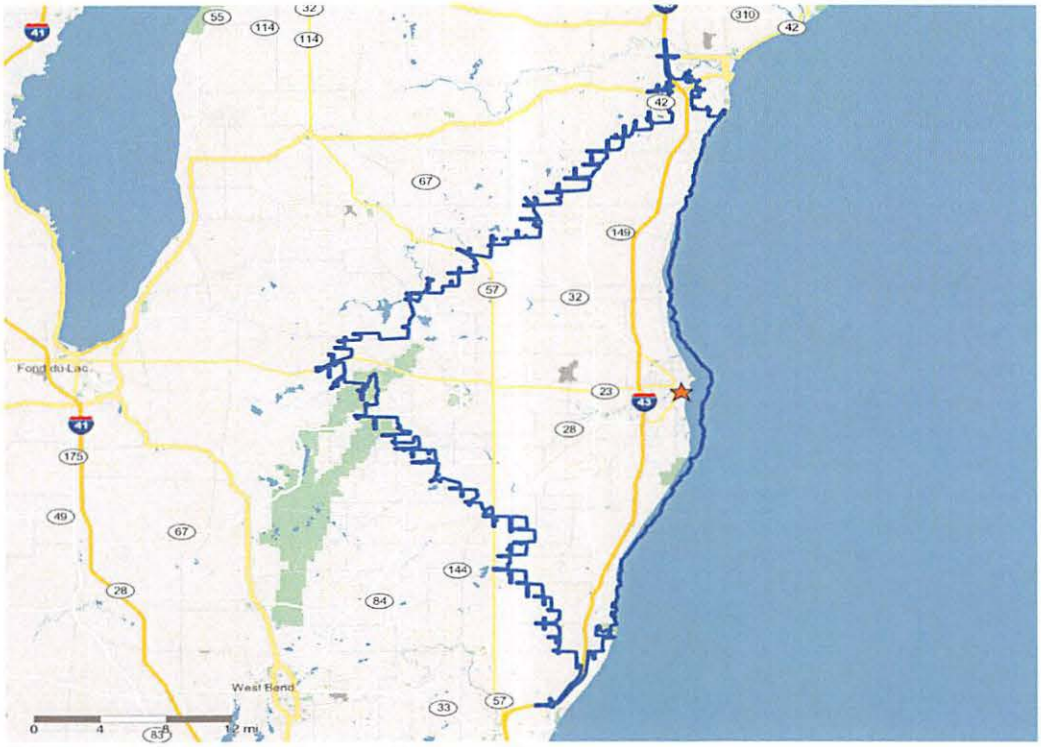
Illustration 2: Destination Drive Times for Each Study Area



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There is more significant market overlap among the 30-minute drive times. While each of the four (4) study areas is distinct in its business mix and opportunities, the areas share consumers from this 30-minute drive time as Table 3. (The center points for each area overlap in this market's geography, as displayed in Illustration 2.) Most important for the future is that the total population within the destination market is projected to increase versus the declines projected for the City and smaller market geographies. The estimated consumer spending is between $2.1 and $2.2 billion, with the opportunity to capture additional consumer dollars. For the study areas, capitalizing on their assets to appeal to destination consumers will be key to the future economic success of each area.

Broader Market Trends

When most consumers think of traditional commercial districts, like these four (4) Sheboygan study areas, street level businesses, particularly retailers and restaurants, come to mind. Like all sectors, the retail and restaurant sectors are transforming, primarily the result of major market shifts prompted by technological change. The continued impact of technology will remain as a factor in the market trends affecting all uses.

Three (3) major sector trends reflect how consumers now shop and dine in all markets—large, small, urban, suburban, and rural. These trends are also affecting shopping locales, regardless whether a traditional downtown, a neighborhood commercial district, or a shopping mall. For larger retailers, both national and regional, these altered consumer behaviors translate into smaller stores and fewer locations. Stronger independent retailers are capitalizing on these same changing behaviors through their online presences, serving more distant customers without incurring the cost of opening additional stores. All types of restaurants are applying technologies to support online sales, customer service, and delivery. Restaurants are also developing non-store formats to reduce operating costs, such as specialized kitchens for preparing delivery orders only. The three (3) major trends include:

- 'The Experience.' For customer attraction, business sales performance, and image positioning for any commercial district, delivering a unique experience is critical to success. Whether an event, strong business clusters, or physical appearance, residents and visitors want a quality 'experience' that creates memories and fosters a personal connection with that commercial area. As an example, distinctive local and historic character often serves as the market differentiator within target geographies for traditional downtowns or neighborhood districts. Satisfying consumer expectations for quality products and efficient and personalized service are additional aspects of this trend.
- 'Click and Mortar.' As described above, the advent of online and mobile-enabled shopping, or an 'omni-channel' market presence, is forcing the entire sector to adapt. Retailers and restaurants continue to make it easier for customers to make purchases efficiently. Store footprints and location numbers are shrinking, and how and where sales occur continues to evolve. For successful independent retailers, storefronts function as a delivery mechanism for their community of customers via their optimal sales channels. The increasing numbers of 'internet resilient' tenants in all types of commercial districts is another aspect of this trend. Wellness, personal services, and increasing restaurant numbers are categories of 'internet resilient' businesses occupying available lease space and becoming larger percentages of the business mixes in commercial locales of all types.
- New Ways and Uses. Bringing goods to people versus bringing people to goods is the fundamental basis for new, evolving business categories and formats throughout the broader retail sector. Temporary uses, such as shared space, seasonal retail, and short-term pop-ups, have challenged not only the traditional idea of storefront businesses, but how available space is occupied, leased, and regulated. Major retailers, such as Nordstrom, now open seasonal retail outlets for the holiday shopping season. Independent businesses offer both products and targeted events to provide value to their customer bases. For restaurants, temporary uses, such as food trucks or pop-up dinners, enable owners to test and promote new concepts. Outdoor dining also increases sales and operating margins. These altered ways of doing business have implications for commercial districts of all types. Most important, they present the opportunity to create and cultivate the unique 'experiences' described above.

Future Considerations for Sheboygan's Study Areas

In the stakeholder interviews conducted in developing these profiles, five (5) themes emerged for Sheboygan's future economy; all have implications for the four (4) study areas. These themes included:

- The need for population growth. The demographics indicate that the City and most study area markets are projected to lose population by 2023. The City has focused on downtown residential development, attracting new younger residents. Retaining some of those new residents will be important to the City's future and leadership. The City, the Sheboygan County Economic Development Corporation, and major employers worked together in identifying downtown housing options. The next step may be how to retain some of these new residents in Sheboygan.
- Investment considerations. In discussing new development with all interviewees, the potential lease rates do not always support market-rate development within the study areas. A perceived gap exists between required rents, project costs, potential returns, incentives, and tenant attraction for commercial and residential uses. As an example, independent businesses rarely occupy newly built space. National or regional chains will pay for newly built space but are increasingly selective and data driven about their preferred locations. With reduced tenanting options, this results in long-term vacancies or unintended tenancies. Considering how this gap affects the financial viability of future development projects in each study area will enable market confidence.
- Tenanting and vacancies. Related to investment consideration is tenanting and vacancies. While total vacancies appear typical in each study area, the most obvious vacancies are in newer developments. The City, the Harbor Centre BID, and the owners and brokers leasing these vacancies can work together to fill the vacancies. In addition to referring prospective tenant inquiries to the owners and brokers marketing these vacancies, the City and the BID can work to facilitate tenant-related approvals. Ongoing communications about what prospective tenants are seeking in lease space and what they require will provide value to all property owners and brokers and will ensure that investment can continue.
- Study area identities. While each study area is different and locals generally understand these differences, these distinctions are less obvious to visitors, investors, and possibly even some residents, or each area's shared destination customers. Determining what sets each area apart, based upon input from area businesses or institutions and area and City residents, can serve as the basis for each area's identity.
- Capitalizing on study area assets. Each study area, as described in the Economic Profiles, has obvious assets, including access to Lake Michigan, to the river, or to Sheboygan's neighborhoods. The story of each area is also a compelling part of Sheboygan's identity. Each area has a collection of successful small business owners that define the district. Each area has a unique history. Investment in historic and vintage properties is also needed in all areas and can help define and tell these stories.

Sheboygan's Indiana Avenue: Economic Profile

Sheboygan's Indiana Avenue serves as the visual and physical gateway to the City's lakefront, the riverfront, and the downtown and Harbor Centre. Indiana Avenue includes multiple small businesses serving both residents and visitors. Among these businesses are successful, regional Latino businesses, including the grocer, La Conquistadora, and iconic local businesses, such as Z Stop Coffee House. For Indiana Avenue, how these successful local businesses attract and serve their customers will demonstrate how ground level businesses can succeed along the corridor.

Indiana Avenue's economic future will depend upon the outcomes of two (2) ongoing catalytic projects. Fresh Tech emphasizes a new and collaborative approach to 'grow your own' business success, supporting new business and employment growth through innovation. The Badger Lofts development will provide a new housing type for the City and continued riverfront revitalization. In addition, multiple redevelopment sites exist along Indiana Avenue to support new development over the long-term. The anticipated results of both catalytic projects, new area residents and new employers and their employees, will want nearby amenities.

Smaller scale investments will also matter for Indiana Avenue's future. Appearance-related investment will be important to the corridor's future because of its gateway function. Indiana Avenue's vintage buildings represent opportunities for improving Indiana Avenue's appearance, expanding the overall business mix, and crafting a unique image. These vintage commercial buildings, particularly closer to 8th Street, require façade and interior improvements. A viable tenant is needed for the former restaurant property at 8th Street. Increased reinvestment by current or existing owners will indicate visible change along Indiana Avenue to residents, visitors, and potential new businesses. New tenancies, complementing existing businesses and serving the area's shared markets, represent another category of opportunities.

Indiana Avenue's market supported opportunities and gateway improvements will enhance both the corridor, its ability to attract more businesses, and Sheboygan's image and market position, including for visitors and part-time residents at South Pier and Blue Harbor. Related to gateway improvements, several interviewees suggested major improvements to the roundabout at South 8th Street and Indiana Avenue. These interviewees indicated that the roundabout is confusing for visitors to Sheboygan, inhibits accessibility to corridor businesses, and inhibits circulation between Indiana Avenue, the South Pier/Blue Harbor areas, the downtown core, and the riverfront.

Sheboygan's Michigan Avenue: Economic Profile

Michigan Avenue's linear corridor serves as a nightlife and entertainment center for the City and the region. The business mix is eclectic, including multiple restaurants featuring ethnic cuisines and bars providing nightlife. Michigan Avenue also includes unique shops and services serving diverse customers. As with Indiana Avenue, Michigan Avenue's mix includes successful Latino businesses also serving regional customers. The corridor is also home to one of Sheboygan's legacy (and destination) businesses, Martens Trilling True Value Hardware Store. In the stakeholder interviews to prepare these economic profiles, Michigan Avenue was characterized as having a 'funk' factor, with cheap rents enabling the growth of new start-up businesses.

From an economic perspective, Michigan Avenue presents three (3) market-supported opportunities for the future:

- Like the Indiana Avenue corridor, smaller scale investment by Michigan Avenue businesses and property owners is needed to improve the appearance of the area's buildings. Applying local design guidelines would ensure that
- Michigan Avenue's 'funk' factor results from a business start-up culture. Whether organic or formally supported, neighborhood commercial districts with a start-up cluster can be fostered. As with the other study areas, the development and availability of resources to support business owners and their success can be applied to Michigan Avenue's start-ups. This will ensure that growth can continue on the corridor, and that the business mix can continue to differentiate Michigan Avenue.
- Michigan Avenue connects neighborhoods with the corridor's businesses and downtown Sheboygan. Because of this neighborhood connection, collaborations between the owners of entertainment and late night venues, the City and its police department, and neighbors will ensure that businesses succeed and that residential areas are respected.

Sheboygan's Uptown: Economic Profile

The Uptown area has a lower profile and less defined market position than the other three (3) study areas. The Uptown business mix includes services, and institutions, in addition to several established food and beverage businesses, such as Urbane, 8th Street Ale Haus and Paradigm Coffee & Music. As described in the Overview of these Economic Profiles, Paradigm exemplifies the new way that business is done by small business owners. It's a traditional coffee shop, a music venue, a co-op, a meeting place for progressive thinkers, and a recycler. They have created a community of customers.

As a study area, Uptown straddles the identities of Sheboygan's downtown and of the Michigan Avenue corridor. Certain businesses resemble Michigan Avenue businesses more than those in the downtown core. Other businesses in Uptown's south block readily fit with the downtown's northern blocks and appear as an extension of Sheboygan's downtown and the Harbor Centre BID (or Business Improvement District).

In creating these Economic Profiles, stakeholder interviewees expressed varied opinions about what the Uptown area was, its boundaries, and what differentiated Uptown from downtown Sheboygan or Michigan Avenue. Uptown already has attractive buildings and spaces and interesting businesses. Uptown's initial market opportunity is to confirm how its businesses, Sheboygan's residents and employees, and area visitors define Uptown to begin to solidify its image and market position. For the area's future, actions and events to support any resulting Uptown brand and tell the area's story will be important.

Sheboygan's Downtown: Economic Profile

Sheboygan's downtown is managed by the Harbor Centre BID, as one of three (3) commercial areas located within the BID's legally defined boundaries.[1] BIDs generate proceeds from a self-tax on commercial real properties and tenancies located within their boundaries. These tax proceeds, often supplemented by local funding sources, pay for BID programming. The Harbor Centre BID also manages South Pier and River Front. As a BID-funded, managed commercial district, downtown Sheboygan benefits from programming and events to create visibility for BID businesses and beautification and physical improvements to the BID district.

Like most managed districts, Sheboygan's traditional downtown includes a diverse range of uses—commercial, residential, and institutional. The downtown core is home to regional cultural institutions, such as Kohler Arts Center, local and county government, and local institutions. Downtown Sheboygan has also experienced both new business growth and residential development in recent years. Sheboygan's downtown core also includes a substantial percentage of women-owned businesses, such as Relish Kitchen Store. Like Uptown's Paradigm Coffee & Music, multiple newer downtown businesses exemplify how entrepreneurs successfully operate in a downtown market context. Downtown Sheboygan's business mix also includes some important clusters, particularly in dining. The owner of Trattoria Stefano has created three (3) destination restaurants and plans to open a specialty grocer downtown. These businesses, combined with downtown's other restaurants and bars, create a cluster functioning as a downtown anchor.

Any local view of the role of the downtown in their community, including Sheboygan, is too often nostalgic. Local residents remember how downtown was. But the function of downtowns, as commercial centers, has changed dramatically. Downtowns will continue to change, based upon the broader market trends affecting all uses. Downtowns are now gathering places with unique businesses of all types serving local and regional consumers. They can be districts that foster arts and culture, inclusiveness, or entrepreneurship. Downtown anchors are no longer major retailers. Anchors today can include complementary or competitive business clusters, one or more destination businesses, or cultural institutions. Businesses locating downtown, even if multi-location, are typically independently owned. Downtowns also need to look good to compete and to attract customers. Well-maintained buildings, attractive sidewalks and streets, easy access, and cleanliness are important to residents, visitors, and investors in downtowns. Ultimately, downtown's economic vitality means a focus on the future, sustaining strong business growth, local opportunities for residential and employee growth, and strategic market positioning.

For Sheboygan's downtown, five (5) actions will help downtown's businesses grow:

- Residential growth has been important to downtown Sheboygan, but downtown employment growth also represents a future opportunity. Like residents and visitors, downtown employees also spend money downtown. Jake's Café continues to provide local office space for start-ups and gig workers. Employers with less than 50 employees, particularly in knowledge businesses, often select a downtown office location based upon nearby amenities. The FreshTech initiative, while focused on Indiana Avenue, may develop new business tenants suitable for downtown office locations.
- The women-owned businesses, noted above, also present an opportunity for promoting the downtown as a place to do business, regardless of business type, and as a point of market differentiation.
- Developing a new business owner resources and support network is another aspect of the women-owned businesses opportunity. These owners have worked with the SBA, SCORE, WWBIC, and others to formulate their business plans and operating strategies. Putting together this type of comprehensive support network for growth can be important in filling vacancies and ensuring a

1 BIDs are established and annually renewed through the municipal legislative process detailed in Wisconsin's enabling legislation, Wisconsin Statutes 66.1109 et al.

unique downtown business mix.

- Parking management was noted as a downtown issue. Aspects of this issue included enforcement, parking times not matching the needs of nearby businesses, potential tenant access to parking, and fines less than the daily parking rate. Examining parking time periods by location and technology, such as a parking app, were suggested as possible solutions.
- Partnerships remain critical to the success of any downtown. In communities with the most successful downtowns, collaborations between the public, private, and institutional sectors ensure that downtown revitalization work gets done. Collaboration also extends to downtown businesses working together to increase sales and customer numbers. Each downtown entity is invested in Sheboygan's downtown, and each has a role to play in the future. Identifying how to work together, whether on an ad hoc project or on a long-term initiative, will lead to even greater economic success.

STAKEHOLDERS

Thank you to the stakeholders from the four study areas that engaged with the project team for this effort:

Jeff Zenk, Z Spot Coffee
Jane Davis Wood, Relish Kitchen
Paul Gottsacker, Gottsacker Commercial
Paul Weaver, Developer
Michael Morey, Oak Brook Corporation
Greg Parmley, Trillings Hardware

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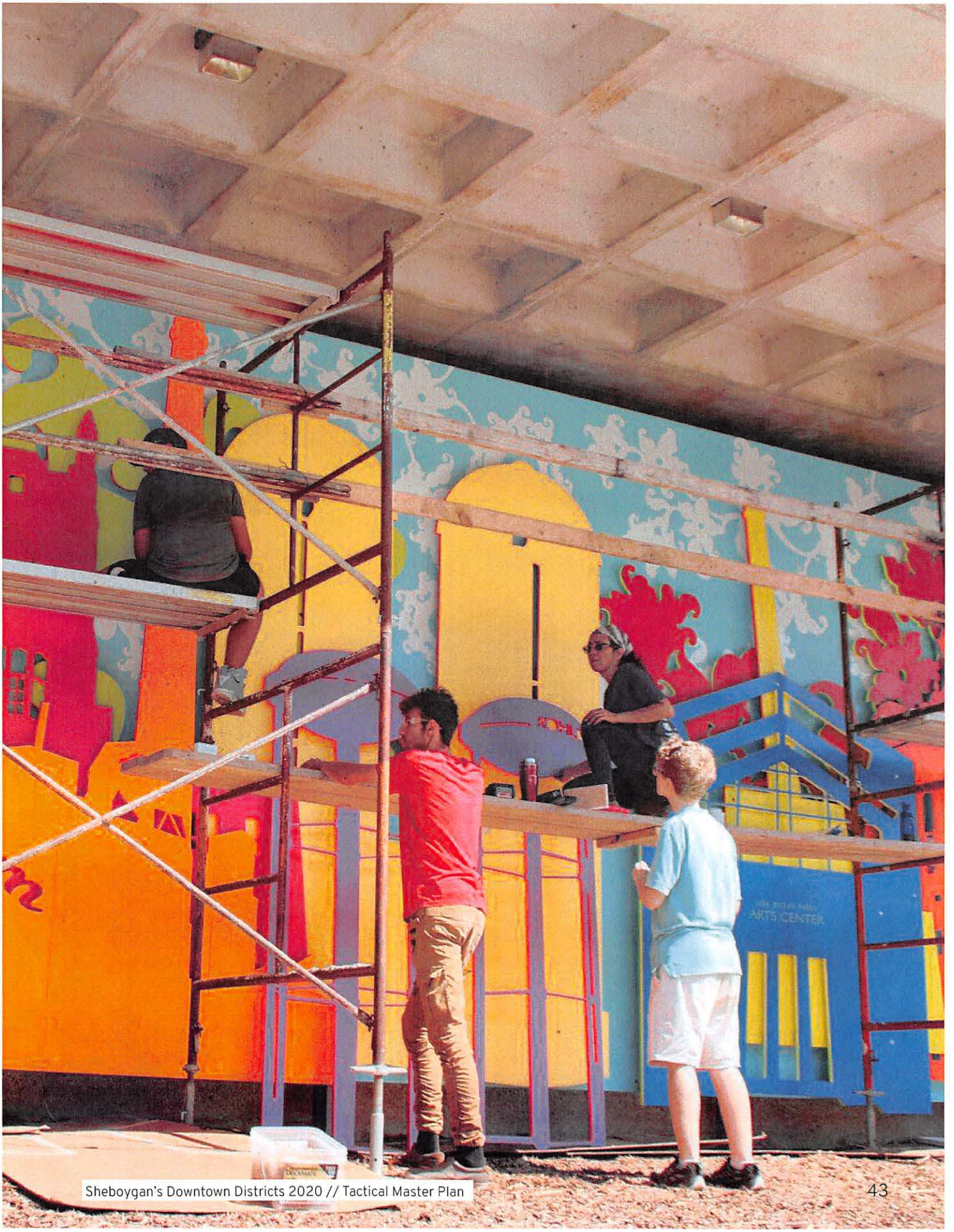
the Recommendations

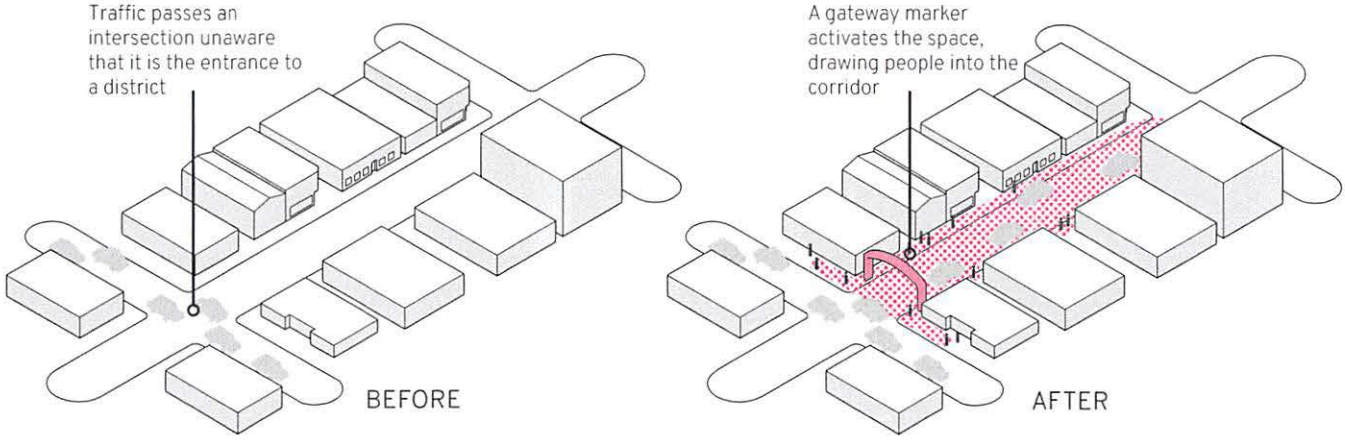

ARTS CENTER

GATEWAY SIGNAGE AT KEY INTERSECTIONS

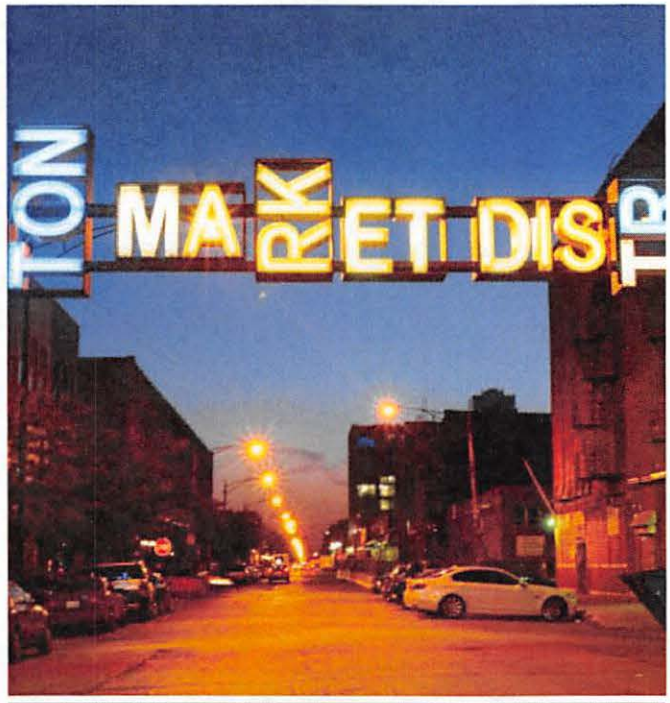
Concept showing an entrance marker at Michigan & N 14th St - a priority area for activation. Currently, many residents and visitors pass this intersection without understanding it as an entrance to the Michigan Ave district and a direct connection to the lakefront.

Each of Sheboygan's downtown districts that are part of this plan have their own distinct character that makes them special—whether that be beautiful public spaces or beloved neighborhood bakeries. However, as people walk, bike, or drive between these areas, it is often difficult to tell where one starts and another begins. Establishing formal gateway markers for each district is one way to help with wayfinding, letting people know that they are entering a special area with a distinct identity. Each of the four districts could benefit from gateway signage that would let people know that exciting things await just beyond.

One particular area that the City [and the public] have identified as a priority area for a gateway marker is the intersection of Michigan Avenue and N 14th Street. This intersection bookends the western end of the Michigan Avenue district, and also serves as an entrance to Uptown, Downtown, and Lake Michigan. A gateway marker at this intersection would help to activate the space and draw traffic from 14th Street through the district.



Downtown wayfinding signage in Littleton, Colorado.
Image source: Littleton, Colorado https://www.littletongov.org/business-resources/downtown-wayfinding-signage



Fulton Market District signage in Chicago, Illinois
Image source: West Central Association

HOW TO:

A district gateway marker would likely be constructed within the right-of-way or on public land as a project of the City of Sheboygan. However, this could also be accomplished with strategic business partners, and with input from community members. For example, the City of Sheboygan could work with a local designer to design the gateway or hold a design competition, could partner with a local business to fund a gateway marker, or could have a process for gathering public input on potential gateway marker designs.

COST

$$-$$$$

Price could vary depending on the style & size of the marker and the materials used.

FINANCING

- City funding
- Seek funding through private partnerships with district businesses

MAINTENANCE

Gateway structure would be maintained by the Sheboygan Public Works Department

IMPACT

high

- Permanent installation
- Impacts sense of place, district identity, & economic development

PEOPLE

CITY, BUSINESS OWNERS, DESIGNERS, COMMUNITY MEMBERS

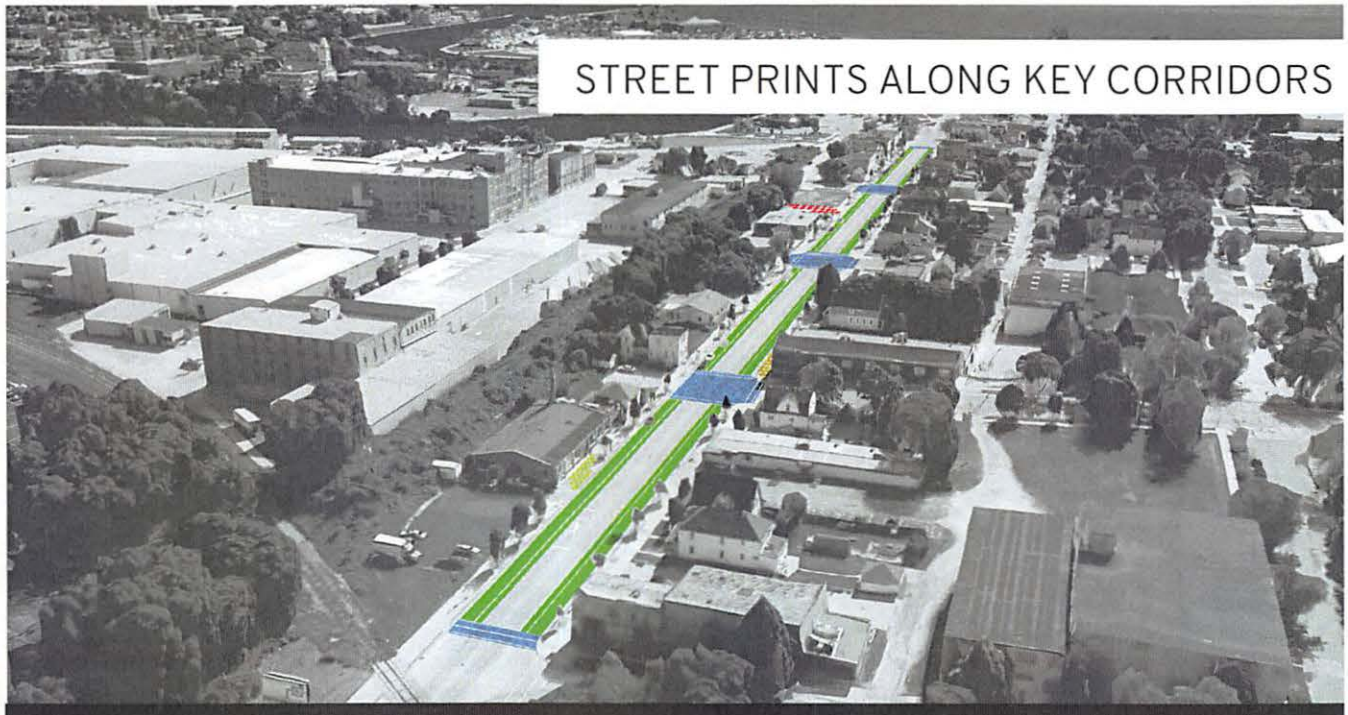
On Michigan Avenue, consider partnerships with long-time businesses such as Trillings Hardware or City Bakery as well as the businesses whose buildings are adjacent to the potential gateway location.

DISCIPLINES

DESIGN: urban designer, landscape architect, or artist; structural engineer
CONSTRUCTION: general contractor, artist, engineer

PUBLIC PRIVATE PARTNERSHIP M U D I

STREET PRINTS ALONG KEY CORRIDORS

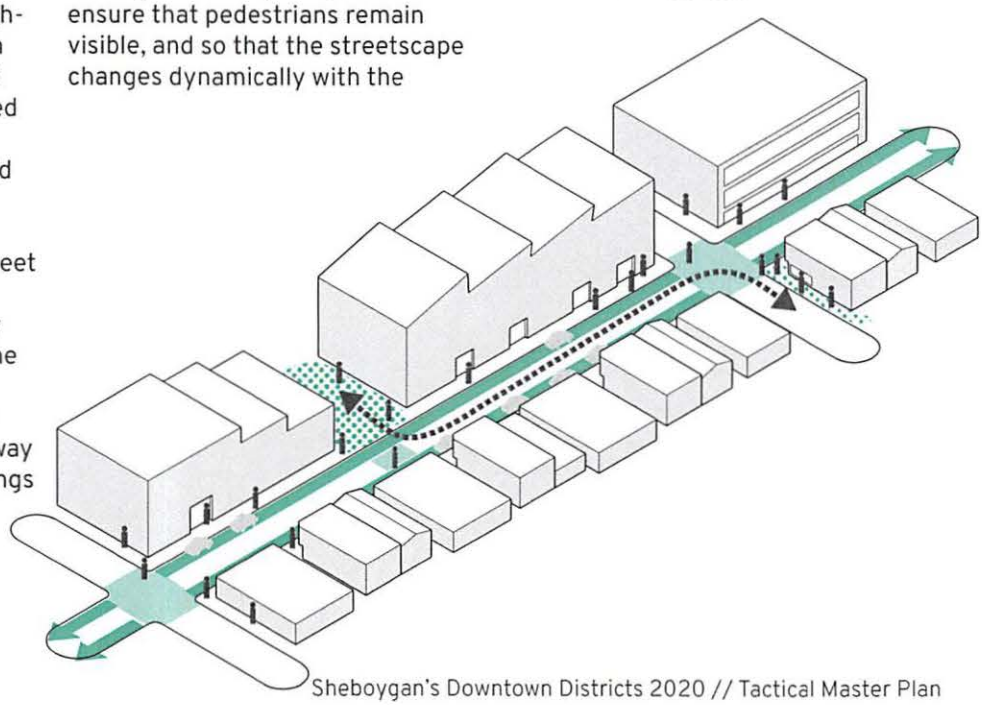


Concept showing a street print approach to the parking and bicycle lanes, intersections, and sidewalks on Indiana Avenue. Colorful artwork along the corridor would serve to slow traffic and unify the existing businesses and neighborhood with the new Fresh Tech development.

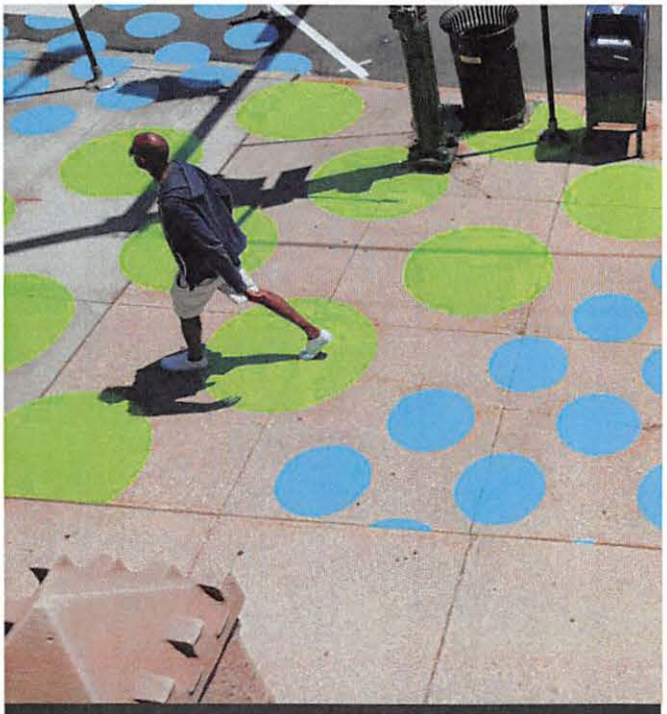
Decorated streets, sidewalks, crosswalks, and intersections are often used to indicate to drivers and pedestrians that they are entering a shared space, where traffic should slow down and drivers should look up and be aware of their surroundings. Though intersection painting can be implemented at a neighborhood scale by community members, high-quality pavement treatments such the StreetBond line manufactured by Gallagher Asphalt has been used in some urban areas as a semi-permanent way to incorporate bold artwork into the streetscape.

On Indiana Avenue, the idea of Street Prints and decorated asphalt has received support from community members. Large artworks along the street that spill into the sidewalk areas of local businesses and new tech employers would serve as a way to unify the smaller vintage buildings with new development, drawing new employees and resident to existing businesses and welcoming community members to the Fresh Tech district.

On Michigan Avenue, the Street Print approach could be used at strategic crossing locations to ensure that pedestrians remain visible, and so that the streetscape changes dynamically with the surrounding context. For example, a Street Print approach could be used in the crosswalk area where the bike path crosses Michigan, or at the intersection closest to Trillings Hardware to indicate that pedestrian and bike activity from surrounding neighborhoods and along the corridor is welcome.



Art paving system installed by DrainPave using StreetPrint in Perth
Image source: DrainPave, Beaufort Street via Land8 https://land8.com/streetprint-the-most-innovative-and-decorative-paving-system-on-the-market/



Sidewalk and intersection decorated with StreetPrint in Chicago, IL
Image source: Gallagher Asphalt https://www.gallagherasphalt.com/streetprint/photo-gallery/

HOW TO:

In a commercial district setting, a durable pavement decoration system should be used. Such installations are longer-lasting than paint, but generally are semi-permanent, meant to last for about three years in Midwest winter conditions. In Sheboygan's districts, a street print approach would necessitate public funding, but could be bolstered with private funding to extend the design in front of businesses or public parks.

COST

$$-$$$$

Price will vary depending on artwork design and size

FINANCING

- City funding
- Partner with district businesses to extend design into the sidewalk in front of their building

MAINTENANCE

No maintenance required – designed to be semi-permanent for three years. Could be re-applied or changed after three years

IMPACT

high

- Changes the experience of the pedestrian, driver, and bicyclist, drawing attention to the street in a creative way

PEOPLE

CITY, BUSINESS OWNERS, DESIGNERS, ARTISTS
Consider partnership with existing businesses, such as La Conquistadora along Indiana Avenue, as well as new Fresh Tech tenants.

DISCIPLINES

DESIGN: urban designer, landscape architect, or artist; civil engineer
CONSTRUCTION: general contractor, Department of Public Works

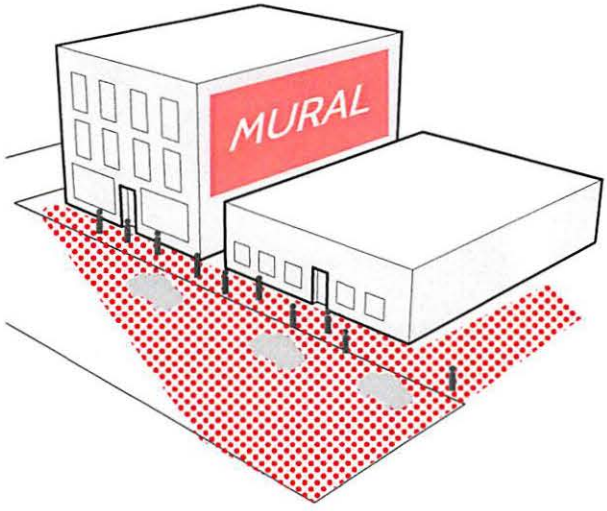
PUBLIC PRIVATE PARTNERSHIP M U D I

DISTRICT ENTRANCE MURAL ON STRATEGIC BUILDINGS

Concept showing a mural on a blank facade at the corner of 8th and Michigan, showing blank facades as a district entrance mural welcoming residents and visitors to Uptown.

Murals can serve as an alternative to a district entrance marker or gateway if located at a strategic location or intersection. Incorporating the district name or iconic Sheboygan imagery into mural artwork would serve as a bold statement and reinforce district identity.

The public feedback received as part of this planning process indicated that there may be limited locations that murals would work in Sheboygan's commercial districts. When planning murals on a district scale, stakeholder should consider the visual rhythm of murals throughout a corridor - it is best to space murals so that they can be enjoyed and viewed from an appropriate distance, and also to consider prioritizing walls and surfaces that otherwise do not have visual interest. Initial field study of Sheboygan's districts indicate that there are several walls and surfaces that would be appropriate for a mural project, but further strategizing with private business owners and district stakeholders should be undertaken to determine the best location for new artwork.



project profile: The Sheboygan Project

In 2013 the John Michael Kohler Arts Center received grant funding to install 15 murals in Sheboygan. More information about the project and a map of the murals can be found here:

https://www.jmkac.org/explore-discover/sheboygan-project.html

Image Source: JMAC. Mural by Chris Stain.

Mural painted on the side of Sheboygan's Above & Beyond Children's Museum from 2018 -19 by local artist Jessica Rassel as part of #TheHappinessProject, led by local high schooler Maddie Green. Image source: Above & Beyond Children's Museum

Graphic mural on the Bronx River Arts Center adds to the sense of place and identity of the area.
Image source: Bronx River Arts Center

HOW TO:

Murals are a very visible display of a district or neighborhood identity and culture. As such, their design and placement should be decided with community input. For example, a group of district stakeholders could gather to prioritize a few locations in the district that would be suitable for a mural, and then work with a local artist to install the artwork. An individual business owner could install a mural that responds to the district's name, identity, or character, or incorporate ideas and imagery from community members.

COST

$$-$$$

Price will vary depending on the size of the mural and the artist fee

FINANCING

- Financed by the property owner
- Grant funding may be available for mural projects

MAINTENANCE

Murals should be maintained by property owners to ensure that they retain their aesthetic appearance

IMPACT

high

- Permanent installation when properly maintained
- Impacts sense of place, district identity, and community connection

PEOPLE

PROPERTY OWNERS, ARTISTS, COMMUNITY MEMBERS, LOCAL INSTITUTIONS

DISCIPLINES

DESIGN: artists, community members, arts institutions (John Michael Kohler Arts Center)
CONSTRUCTION: artists, community members

PUBLIC PRIVATE PARTNERSHIP M U D I

PARKLETS FOR TREES AND SEATING

Concept showing parklets installed in Downtown Sheboygan in an area lacking street trees. This concept would take the space of four parking spaces, adding trees, plants, and attractive seating.

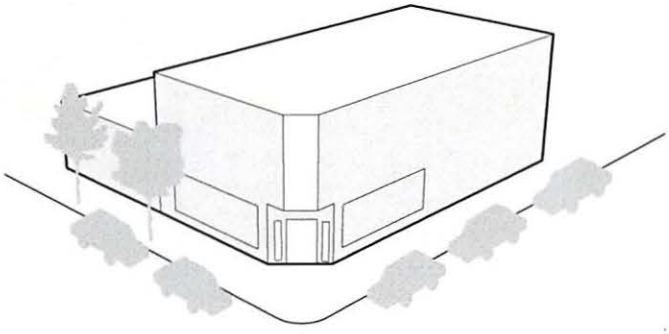
Parklets have gained popularity over the past several years as businesses and cities work to retrofit urban contexts dominated by pavement by incorporating green space and seating areas. Trees, plants, and seating areas draw foot traffic and encourages pedestrians to walk through commercial districts.

There are many different ways to install a parklet into a streetscape. A small planting and seating area could be installed directly on the street on top of the pavement, or could be built into the street itself on a more permanent basis.

Parking is an important consideration in all commercial districts, in Sheboygan and elsewhere. There may be known areas where a parklet could be accommodated without interrupting business parking. In addition, the program could be set up so that business owners may request permission to install the parklet. In the right locations, the businesses understand the positive impacts of the activity parklets generate. Parklets that are privately funded and maintained could also serve as outdoor seating for restaurants in areas where the sidewalk may not be wide enough to accommodate sidewalk seating.

In order to move forward with parklet projects in the private sector, the City of Sheboygan will need to develop an intuitive permitting process that allows business owners to easily understand the design considerations and constraints of parklets. To move forward with public or partnership-drive parklets, the City will need to identify target areas where more seating or trees are needed in Sheboygan districts. Initial community feedback indicates that this strategy might be most welcome Downtown and along Indiana Avenue.

BEFORE



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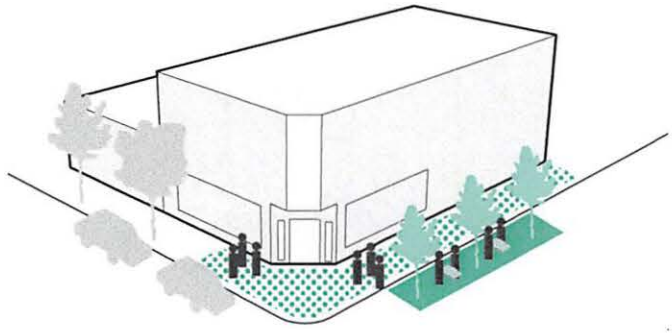
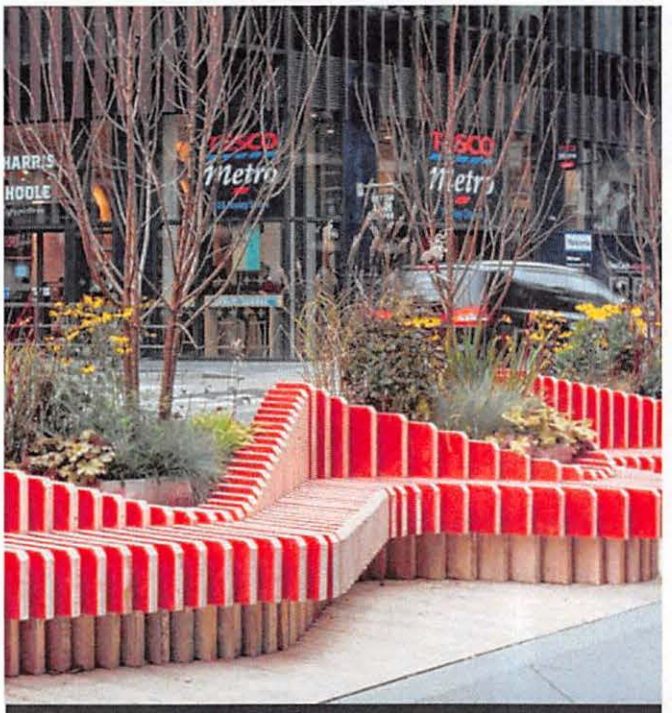
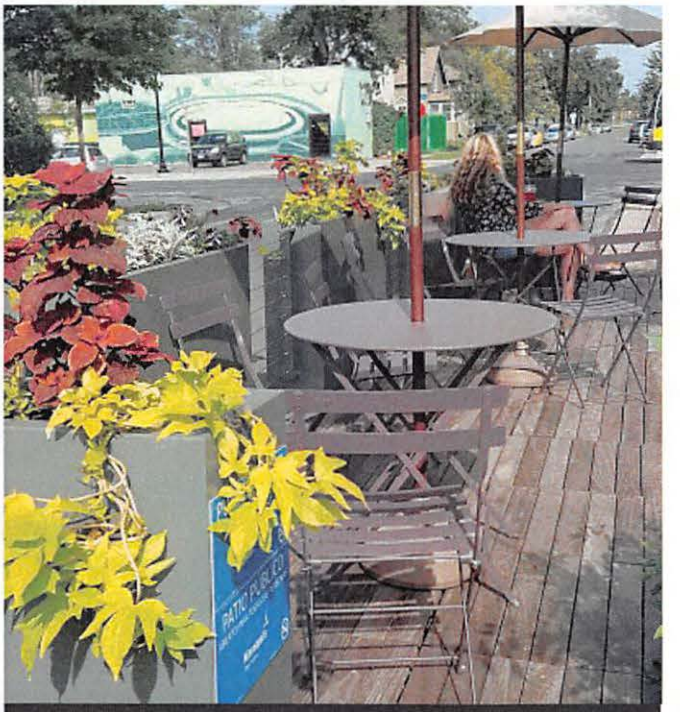




Parked Bench portable micro-park in London, designed by WMB studio. Image source: Ed Butler via archello



Parklet incorporating seating and planters in Minneapolis Image source: City of Minneapolis

HOW TO:

Parklets could be installed in Sheboygan commercial districts using several different models. The parklets could be owned and maintained by either the city or a private business/property owner, or jointly funded, and could be permanent or designed as temporary installations. In areas of Sheboygan with minimal landscaping, trees, or seating, the project team recommends permanent or long-term parklets. In areas with some existing streetscape elements, a temporary parklet installation set the stage for further investment.

COST

$-$$$

Per-parklet costs to consider include design, permitting, materials, and construction.

FINANCING

- City funded for target areas
- Private funding if privately owned
- Partnership could include shared construction/ maintenance costs

MAINTENANCE

Whether parklet is temporary or seasonal maintenance and repairs would be needed. If parklet is temporary, installation and storage would be needed each year

IMPACT

high

- Either semi-permanent or temporary installation
- Adds visual interest, shade and/or native plants, and seating areas to the street

PEOPLE

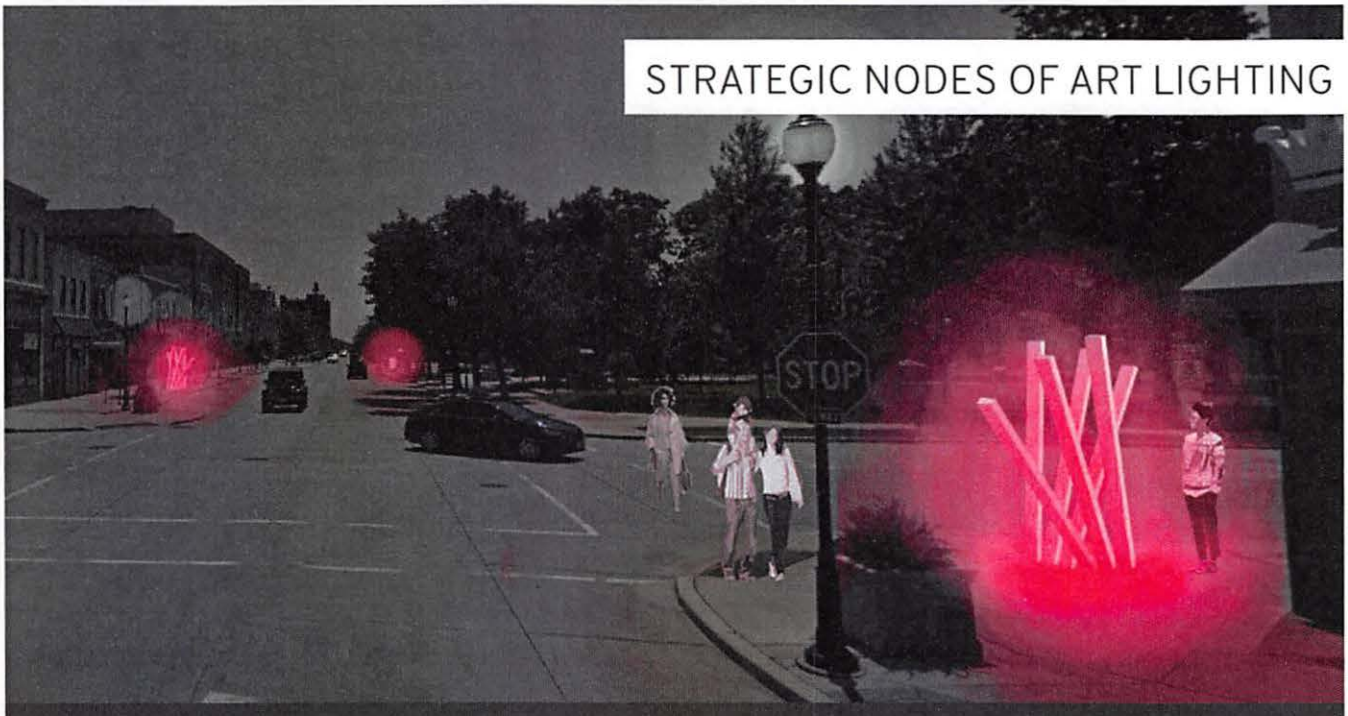
CITY, BUSINESS OWNERS, DESIGNERS, COMMUNITY MEMBERS

DISCIPLINES

DESIGN: urban designer, landscape architect
CONSTRUCTION: builder, installation crew

PUBLIC PRIVATE PARTNERSHIP M U D I

STRATEGIC NODES OF ART LIGHTING

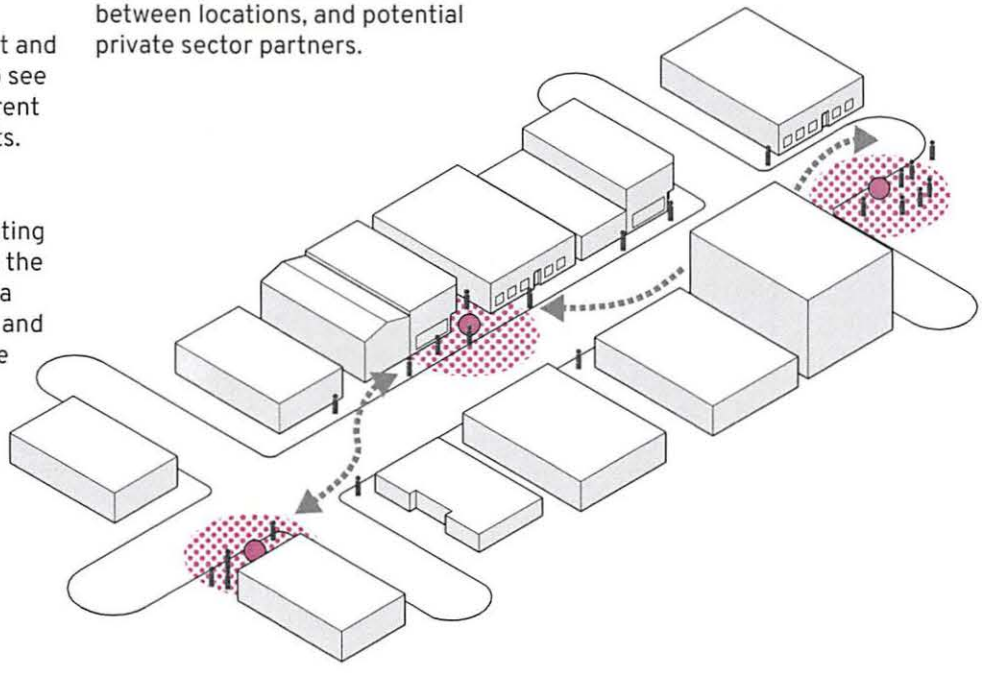


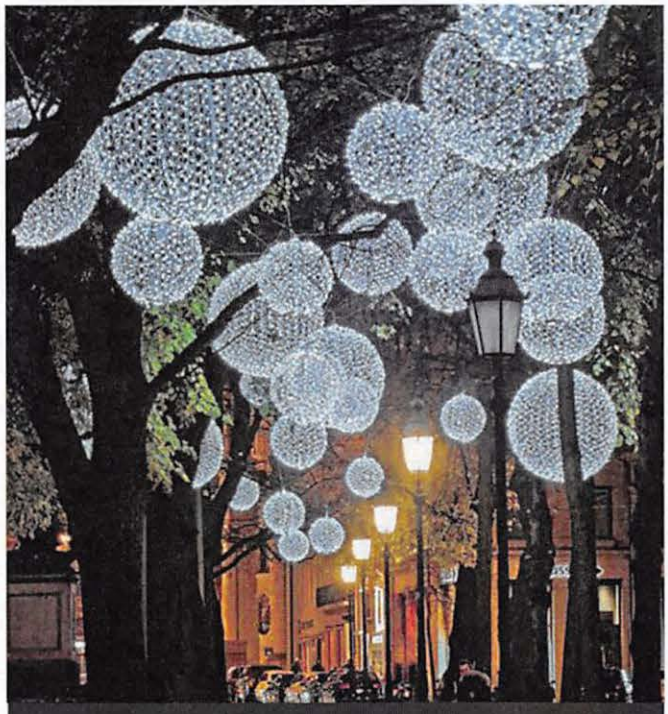
Concept showing nodes of art lighting/sculptures installed in Uptown and Downtown Sheboygan. Art lighting elements should be placed so that they are visible from each other, drawing pedestrians and drivers through Sheboygan's commercial districts.

A placemaking and art-based activation trend that has received support in Sheboygan after initial community engagement is the installation of art lighting elements throughout the district at strategic nodes of activity. These nodes of light art would lead visitors and residents through the district, providing visual interest at night and perhaps even driving tourism to see the installation across the different parts of the City and the districts.

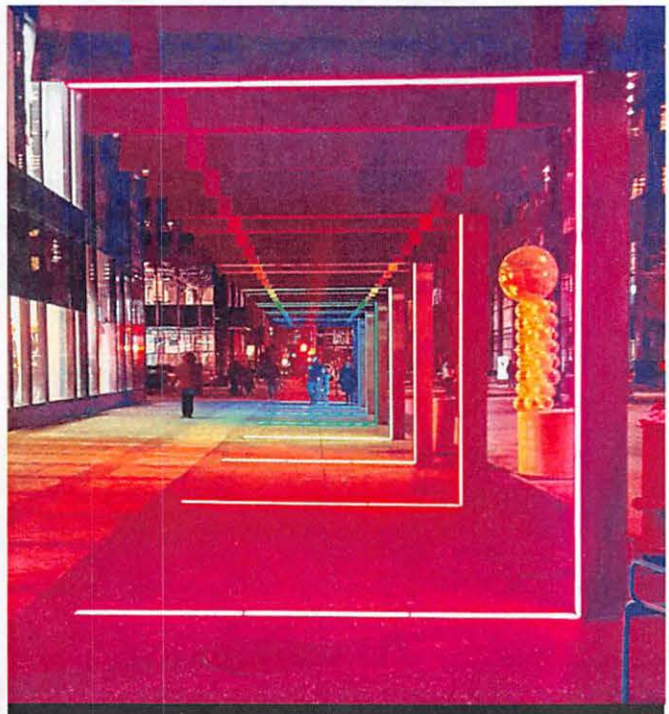
One important consideration in planning for a system of art lighting would be the visual rhythm that the art lighting creates throughout a corridor or district. Pedestrians and drivers should be able to see the next art lighting installation if they are standing at an individual piece, encouraging movement throughout the City. The project lead for this strategy should create an overall plan for the art lighting locations, taking into consideration both visual rhythm, walking and driving time between locations, and potential private sector partners.

This strategy would work well in any of the four study areas in Sheboygan, but would be especially appropriate downtown in partnership with the John Michael Kohler Arts Center.





Art lighting installation on a tree-lined urban street



Nicollet Mall in Minneapolis
Image source: thatstite on Instagram via www.vamonde.com

HOW TO:

An art lighting project at the district scale could be implemented in a few different ways - either through public funding, or by partnering with local businesses and property owners who might want to sponsor pubic light art sculptures close to their property. Regardless of the financing and ownership structure, a cohesive plan should be made before installation begins to ensure that lighting elements are well spaced and placed.

COST

$$-$$$

Price per light installation could vary depending on design and materials

FINANCING

- City funding
- Seek funding through grant programs

MAINTENANCE

Art lighting would be maintained by the City.

IMPACT

high

- Permanent, semi-permanent, or temporary installation
- Impacts sense of place, discovery, and movement throughout the City

PEOPLE

ARTISTS, CITY, INSTITUTIONAL PARTNERS
Create a call for or artist/designer proposals for art lighting sculptures/nodes throughout Sheboygan. Either one or multiple artists could be selected.

DISCIPLINES

DESIGN: urban designer, landscape architect, or artist; structural engineer
CONSTRUCTION: general contractor, artist, engineer

PUBLIC PRIVATE PARTNERSHIP M U D I

ACTIVATING VACANT STOREFRONTS

At left: A temporary store in New Haven, CT (Image source: project Storefronts New Haven)
At right: *Eulogy on my Humble Abode* by Hui-Ying Tsai in a San Francisco storefront (Image source: San Francisco Arts Commission)

One persistent issue in commercial districts of various sizes across the country is downtown vacancies and vacant storefronts. While a certain vacancy rate is normal and healthy in a retail district, vacant storefronts detract from the visual vibrancy of a commercial area, and can make commercial areas seem less appealing to potential new tenants or business owners.

Sheboygan is already addressing this issue in the downtown district through a program called Pop Up Shop, highlighted at right. In the future, the City of Sheboygan should consider expanding this program to other commercial areas in Sheboygan.

Another program could be implemented to fill vacant storefronts with art installations. Even though storefronts with art installations would not be open for business, the art would add visual interest to the street, and send a message to visitors and potential new tenants that the area is alive and being cared for.

The Pop Up Shop Program in Sheboygan is designed to provide low-rent or free commercial space to entrepreneurs and fill vacant storefronts in Sheboygan's downtown district at the same time. The program was piloted in 2019, with potential businesses submitting proposals through an application process. Visit: https://harborcentre.com/pop-up-shop/

HOW TO:

COST

$-$$

Costs will vary based on space available and length of temporary lease

FINANCING

- Temporary space may be negotiated with current building owners

MAINTENANCE

Meant to be temporary

IMPACT

med-high

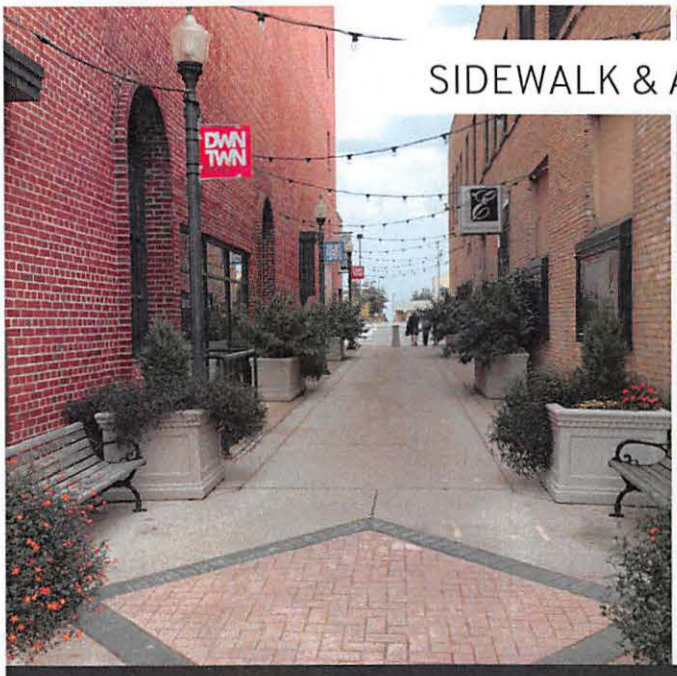
- Decreases the negative effects of empty storefronts, increases foot traffic, allows way for local businesses to grow

PEOPLE

BUSINESS OWNERS, CITY, BUILDING OWNERS
Building owners with potential space available should contact the city.

PUBLIC **PRIVATE** **PARTNERSHIP** M **U** **D** I

SIDEWALK & ALLEY SEATING FOR RESTAURANTS



At left: Alley seating and lighting in downtown Sheboygan (Image source: City of Sheboygan)
At right: Sidewalk seating at DRAM in Missoula, MT (Image source: The Dram Shop – www.dramshopmt.com)

The City and its partners have made great strides in updating alleys downtown to include landscaping and lighting in recent years and installing art in some of the unused spaces–notably, the JMKAC Art in Public Spaces program (see pages 8-9). These projects encourage pedestrian movement throughout downtown and improve the City's aesthetics. The next phase of this approach is to encourage greater activity in the alleys. One way to encourage activity is to form partnerships with adjacent businesses, allowing them to use alley space as spill-over seating and dining areas. Going forward, alley renovation projects should be coordinated with neighboring businesses to plan for activation of the space. The city could provide design guidance to restaurant owners, encouraging planters, umbrellas, and festive lighting in sidewalk and alley seating areas.

The City of Sheboygan already has a permitting process for restaurant seating on sidewalks. The City should engage with business owners to understand what the barriers to implementing sidewalk seating are for local businesses. For example, the City might put a cap on the annual fee required for sidewalk cafe seating or waive the fee if enhanced design guidelines for sidewalk or alley seating are met.

HOW TO:

COST

$-$$$

Price could vary depending on the style of seating provided

FINANCING

- Seating and maintenance would be funded by private business owners, allowed through a permitting process with the City

MAINTENANCE

Outdoor seating associated with restaurants or other private businesses would be maintained by the private business

IMPACT

med-high

- Providing more opportunities to sit and interact with others will draw more visitors

PEOPLE

BUSINESS OWNERS, DESIGNERS
Business owners should consider working with a designer or landscape architect to design and plan for appealing outdoor seating areas.

PUBLIC | PRIVATE | PARTNERSHIP | M U D I

RIGHT-SIZING THE ROADWAY - MICHIGAN AVE

At left: Bumpouts incorporate landscaping and seating on San Juan Island (Image source: San Juan Islander)
At right: Green striped bike lanes on Humbolt Avenue in Milwaukee (Image source: City of Milwaukee)

Michigan Avenue is not only one of Sheboygan's primary commercial corridors–it is a major connection from 14th Street to the lakefront and downtown. Currently, the roadway is 48 feet wide from curb to curb, with two 17-foot travel lanes and an area for parking alongside either curb. [Note: dimensions are approximate.] While Michigan Avenue currently does include striped stalls for metered, on-street parking, it does not delineate bike lanes. Given that a standard travel lane is 12 feet (or even sometimes 11 feet is standard), and WisDOT's standard curb to curb dimension is 36 feet, the roadway could be considered overbuilt by most local standards.

Community members have indicated that parking along Michigan Avenue is working for the district. Highly designed and landscaped bumpouts are recommended for all intersections from N 13th Street to N 8th Street. Bumpouts can be designed to incorporate seating and landscaping with minimal impact on parking spaces. Michigan Avenue's width can accommodate bike lanes in addition to driving lanes if the road is re-striped through a "road diet."

HOW TO:

Right-sizing the roadway is usually a project that is funded by the public sector, but often initiated by community members advocating for safer bicycle and pedestrian experience.

COST

$$$$

Well-designed bumpouts and landscaping will require design as well as construction costs

FINANCING

- City-funded

MAINTENANCE

Great design requires maintenance to ensure it continues to look good. For roadway rightsizing, this means maintenance to landscape at bumpouts and bike lane painting on the road itself.

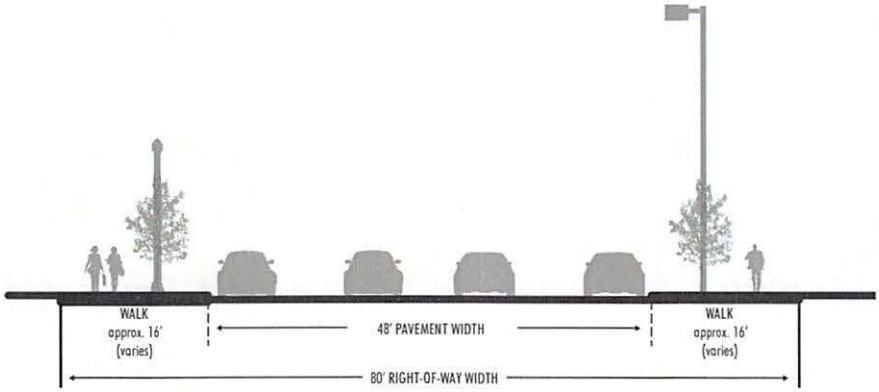
IMPACT

high

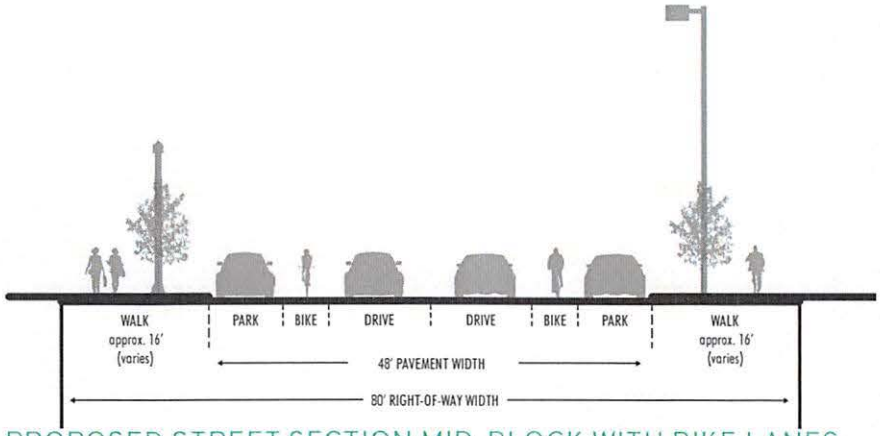
- Permanent change to infrastructure and streetscape
- Encourages active mobility and pedestrian activity by enhancing experience and adding safety features

DISCIPLINES

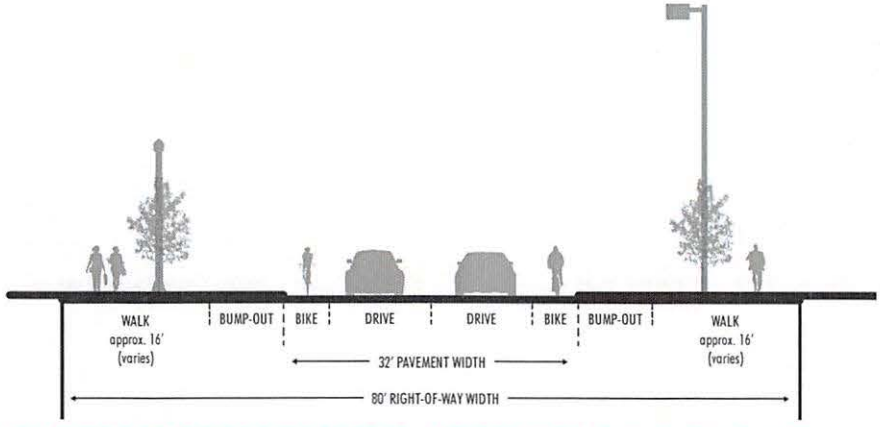
DESIGN: urban designer, landscape architect, transportation/civil engineer
CONSTRUCTION: contractor, Department of Public Works



EXISTING STREET SECTION

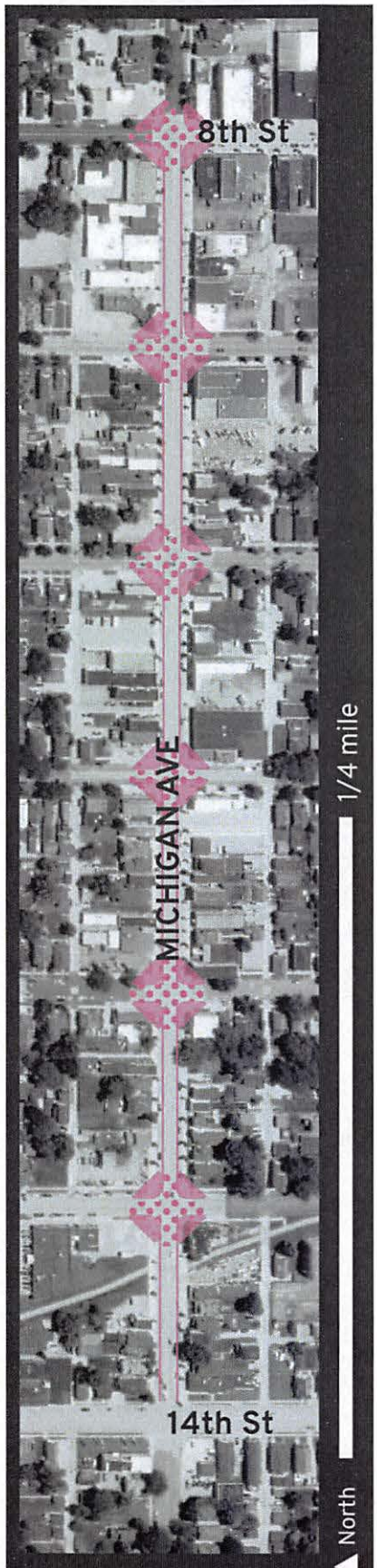


PROPOSED STREET SECTION MID-BLOCK WITH BIKE LANES



PROPOSED STREET SECTION AT CORNER BUMP-OUT WITH BIKE LANES

[Note: dimensions are approximate.]



Schematic concept showing possible location of bumpouts and bike lanes along Michigan Avenue

PUBLIC PRIVATE PARTNERSHIP M U D I

FACADE IMPROVEMENT PROJECTS & SUPPORT

At left: Paradigm Coffee & Music in Sheboygan after their recent facade renovation (Image source: GRAEF)
At right: Renovated storefronts in downtown Sheboygan (Photo source: City of Sheboygan)

The City of Sheboygan's current facade improvement program is focused on preservation of buildings of historic significance in the Harbor Centre area only. The planning team recommends exploring the expansion of this program to other areas of the city, and/or the adoption of a new program that would help update and improve those facades most in need of rehab, maintenance, or complete redesign in Sheboygan's commercial areas. The program currently provides design assistance to re-envision the facade to ensure that a very high standard of design is met, and could perhaps also provide a matching grant up to a certain amount for improvements that match the design developed through the program. Facade improvements that could be explored include restoration of original brick exteriors and windows, paint, awnings, creative and updated signage, and lighting.

Other communities throughout Wisconsin that have established similar programs limit the program to a certain number of facades or a certain amount of money spent per year. Property owners can be recruited directly by city staff to participate in the program or could enter an application process with a set time line each year.

HOW TO:

COST

$$-$$$$

Price could vary depending on the extent of renovation necessary

FINANCING

- Facade projects would be partially city-funded up to a percentage of project cost
- Remainder would be funded by property owners

MAINTENANCE

Maintenance of private building facades is the responsibility of individual property owners. Maintenance of facades would be required as part of the grant program

IMPACT

high

- Improved building facades will have a high impact on district aesthetic and on the marketability of vacant commercial spaces to new tenants

PEOPLE

CITY, PROPERTY OWNERS, DESIGNERS

Business owners should be required to work with a designer to reimagine and redesign their building's facade.

PUBLIC PRIVATE PARTNERSHIP M U D I

BIKE PATH SIGNAGE AND LANDSCAPING

At left: Orlando Urban Trail marker, part of a system of maps and signs used throughout the city (Image source: City of Orlando)
At right: Gateway, light installations, and plantings along the 606 bike trail in Chicago, IL (Image source: the 606 https://www.the606.org)

The Shoreland 400 Rail Trail runs through the heart of downtown Sheboygan, crossing Michigan Avenue just east of 14th Street. In recent years, bumpouts were installed at the Michigan Avenue crossing to enhance pedestrian and bike safety at the bike trail crossing.

However, this trail crossing does not have a significant visual impact on the Michigan Avenue streetscape.

Enhancing the entrances to this urban bike trail at Michigan Avenue could encourage residents to navigate Sheboygan by bicycle on a more regular basis, and add excitement and interest to Michigan Avenue's streetscape. Bike path entrances and landscaping could incorporate plants, sculpture, informational signage about the trail system.

As part of the upcoming Fresh Tech development along Indiana Avenue, the City of Sheboygan plans to extend the Shoreland 400 Rail Trail bike path into the district along a former right of way, allowing Sheboyganites to more easily bike to work in the new district. The planning team recommends celebrating this trial connection with enhanced landscaping and entrance signage at this location, as well.

HOW TO:

COST

$-$$

Price per crossing could vary based on landscape and sculptural elements

FINANCING

- City funded
- Private donors and sponsors could be sought for sculptural landscape elements

MAINTENANCE

Landscape and sculptural elements would be maintained by the Department of Public Works

IMPACT

medium

- Encourage bicycle transportation within Sheboygan and add visual interest to the Michigan & Indiana Avenue streetscapes

PEOPLE

CITY, LANDSCAPE ARCHITECT, URBAN DESIGNER, ARTIST

PUBLIC PRIVATE PARTNERSHIP M U D I

TECH DISTRICT-SPECIFIC STREET FURNITURE

At left: Zighizaghi Garden by OFL Architecture in Favara, Italy. (Image source: Giuseppe Guarneri via Land 8)
At right: Innovation Plaza in the University City District in Philadelphia, PA. (Image source: Project for Public Spaces)

Sheboygan's new Fresh Tech district along Indiana Avenue aims to provide an innovation-focused hub of activity just south of Downtown. The Fresh Tech district will transform Indiana Avenue, emphasizing a new and collaborative approach to 'grow your own' business success and employment growth. As we have noted elsewhere in this plan, the successful transformation of Indiana Avenue will depend not only on new employment uses, but on successful connection with and support of existing businesses and communities living along Indiana Avenue.

One strategy for encouraging both interaction and cohesive identity along the corridor is tech-focused, district-specific street furniture along Indiana Avenue. The City of Sheboygan and new employers should work with a designer to develop a network of furniture that can spill from the new tech uses to the existing community uses, contributing to the street's vibrancy while setting the tone for the district's new and innovative identity.

HOW TO:

COST

$-$$

Price could vary per piece of furniture depending on size and design

FINANCING

- Tech-focused street furniture could be jointly funded by the City of Sheboygan and new Fresh Tech employers

MAINTENANCE

Street furniture should be maintained by the City of Sheboygan when it is in the public right-of-way, and by private businesses when on private land

IMPACT

med-high

- a cohesive district strategy for street furniture will contribute to new district identity and pedestrian activity

PEOPLE

DESIGNERS, CITY OF SHEBOYGAN, FRESH TECH EMPLOYERS, COMMUNITY MEMBERS

DISCIPLINES

DESIGN: urban designer, landscape architect

PUBLIC PRIVATE PARTNERSHIP M U D I

WAYFINDING STRATEGY TO ENCOURAGE WALKING AND BIKING

At left: Map kiosk in Waco, TX (Image source: Rod Aydelotte for the Wåco Tribune-Herald)
At right: Biking distance signage located at bike share stations in Madison, WI (Image source: GRAEF)

Wayfinding for bike and walkability is already a priority in Sheboygan. As noted earlier in this plan, "you are here" maps have been installed in the Harbor Centre BID on light posts and at key locations.

There are two potential elements that could be combined with existing elements to form a cohesive wayfinding system in Sheboygan's commercial districts. **Map kiosks** located in prominent places throughout Sheboygan's commercial areas would allow visitors and residents to place themselves in the larger context of Sheboygan, and understand the ease with which they could walk or bike from one area to another. Map kiosks are often placed at key intersections or district entrances, serving as both a large visual orientation marker, and also allowing enough space for groups to gather around a map get their bearings.

In addition to map kiosks, smaller **signs that indicate walking or biking distance or time to key locations** in the district or neighborhood can serve as fun visual reminders of the potential for active transportation. A wayfinding system throughout Sheboygan's commercial district could follow a single graphic identity, or could change slightly to indicate that the pedestrian has entered a new district.

HOW TO:

COST

$-$$$

Cost depends on design, size, and materials.

FINANCING

- Public sector funding - individual business owners should not get preferential treatment on maps

MAINTENANCE

Wayfinding elements would be maintained by the City of Sheboygan Department of Public Works

IMPACT

med-high

- Visual markers help orient pedestrians and bicyclists and larger kiosks provide visual interest at key intersections

PEOPLE

CITY, DESIGNERS (graphic designer, urban designer, landscape architect)

PUBLIC PRIVATE PARTNERSHIP M U D I

Bicycle repair station downtown Sheboygan
Image source: City of Sheboygan

BIKE CORRALS & REPAIR STATIONS

Bike corrals and repair stations on the sidewalk serve as a strong visual indicator that bicycling is desired and supported. Bicycle corrals are essentially a concentrated area with many bicycle racks, usually placed in walkable commercial area so that cyclists can get off their bikes and walk. They can be placed in the street in a parking space or in a designated area of the sidewalk. Currently there are five bike repair stations in the city, and more can be added.

HOW TO:

COST | **$-$$**

FINANCING | City or BID funded

MAINTENANCE | City or BID

IMPACT | **medium**

PEOPLE | CITY, BUSINESS OWNERS

PUBLIC PRIVATE PARTNERSHIP M U D I

Parking adjacent to green infrastructure stormwater managment
Image source: GRAEF

PARKING LOT EDGE PROJECTS

Surface parking lots can break up the rhythm of a district if they are located along a commercial corridor. One way to soften the impact of a parking lot in a commercial district is to concentrate on the edge of the lot where it interfaces with the sidewalk. Planting trees, stormwater gardens, and attractive landscaping provides a visual buffer and improved aesthetics for these parking areas. The City of Sheboygan should consider a grant program, similar to a facade improvement program, to work with property owners on landscape improvements to parking lots edges.

HOW TO:

COST | **$$-$$$**

FINANCING | Private property owners; possible city grant funding

MAINTENANCE | Private property owners

IMPACT | **medium**

PEOPLE | CITY, PROPERTY OWNERS, DESIGNER LAND

DISCIPLINES | landscape architect/ designer

PUBLIC PRIVATE PARTNERSHIP M U D I

Permanent metal street flag in Washington, D.C.

DISTRICT-SPECIFIC BANNERS

The downtown district along 8th Street has district-specific banners on the light posts, providing a visual cue that a driver, pedestrian, or cyclist has entered a commercial area. Expanding this approach to each of Sheboygan's districts would provide visual harmony between districts, and allow the individual commercial areas in the City to develop their own brand and style, helping residents and visitors navigate the City.

HOW TO:

COST | **$-$$$**

FINANCING | City / public sector

MAINTENANCE | City

IMPACT | **medium**

PEOPLE | CITY, DESIGNER, COMMUNITY MEMBERS

#SCIOMARKET

Rentals
eos
SURF
SLY'S
MIDTOWN
SALOOON
GRILL · A/C
PADDLE
SURF
EXPLORE
SHOES

Next Steps

1 Continue to create placemaking enhancements at key locations to reinforce district identities, celebrate strengths, and address challenges, and provide visual cues to aid in wayfinding throughout downtown

Action Items:

a. Establish additional street connection through Pentair site to provide additional access to South Pier and mitigate event traffic.

b. [NEW] Fund placemaking and activation projects within the City's Capital Improvement Plan and annual budget.

2 Continue to develop the Arts, Culture, and Food District brand recognition downtown through placemaking and programs

Action Items:

a. Continue to market "buy local" campaigns throughout the City (ongoing examples: Small Business Saturday, Buy Local, and Restaurant Week). Explore options for a "Buy Local, Dine Local" marketing campaign.

b. Explore potential for arts co-op or arts incubator space in downtown to grow local arts presence.

3 Improve mobility within the BID by promoting alternative modes of transportation

Action Items:

a. [NEW] Delineate bike lanes where feasible and provide markings and wayfinding for bike routes.

b. [NEW] Provide signage that connects nodes of activity and places of interest and provides information on time, distance, and routes for muti-modal connections.

4 Continue to support coordination among local and regional tourism, event and consumer marketing to leverage investment and establish common messages

Action Items:

a. Clarify marketing roles and resources within the County, City, BID, and community cultural assets to establish a system of communication and cross marketing among regional and local entities.

b. Continue to work with local businesses to expand locally demanded consumer goods and local food options.

c. Investigate the formation of a downtown residential organization to coordinate and communicate with downtown residents

5 Preserve downtown property values by encouraging quality renovation, façade improvement and development activity

Action Items:

a. Continue the work towards the formation of a local investment group or trust which can purchase, restore and operate properties in Harbor Centre.

b. Partner with an existing foundation, or create a separate 501c3 charitable arm, for the BID to accept private and foundation contributions to support plan implementation.

Implementation Guide

This plan is designed to give all of Sheboygan's commercial districts ideas about how to thrive and contribute to the wellbeing of the community through placemaking and design. Each of the strategies presented in this plan could be used anywhere in Sheboygan, and are flexible enough to change over time according to resident and business owner interest and available funding.

The table at right lists the recommended strategies for Sheboygan's commercial districts. Each strategy is then marked as a "possible strategy" or a "priority strategy" in each of the four districts. Each strategy is then categorized as a private, public, or partnership investment. This table can be used as a key to forming a customized and flexible strategy for each of Sheboygan's districts.

	Michigan Avenue	Uptown	Downtown	Indiana Avenue	Type of Investment
Gateway signage & markers at district entrances	●	●	●	●	PUBLIC PARTNERSHIP
Street prints along key corridors at intersections or crosswalks	●	○	○	●	PUBLIC PARTNERSHIP PRIVATE
Murals on key buildings	●	●	●	●	PUBLIC PRIVATE
Parklets with plants, trees, and seating	●	○	●	○	PUBLIC PARTNERSHIP PRIVATE
Strategic nodes of art lighting	●	●	●	●	PUBLIC PARTNERSHIP PRIVATE
District map kiosks	○	●	●	○	PUBLIC
Incorporate more awnings & umbrellas on the street	●	●	○	●	PUBLIC PRIVATE
District-specific street signs	●	●	●	●	PUBLIC
Parking lot edge planting & landscaping	●	○	●	○	PUBLIC PRIVATE
Bicycle corrals and repair stations	●	●	○	●	PUBLIC
Sidewalk & alley seating for restaurants	○	●	●	○	PRIVATE
Facade improvement projects	●	●	●	●	PARTNERSHIP PRIVATE
Art installations in vacant storefronts	○	○	●	●	PARTNERSHIP PRIVATE
Transit-oriented signs to encourage walking & biking	●	●	●	○	PUBLIC
Bike path signage and landscaping along routes	●	○	○	●	PUBLIC
Right-sizing the roadway through tactical & permanent interventions	●	○	○	○	PUBLIC
District-specific street furniture style	○	○	○	●	PUBLIC PARTNERSHIP PRIVATE
Wayfinding to encourage walking and biking	●	●	●	●	PUBLIC

○ = possible strategy ● = high priority strategy

VI

R. C. No. ____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE. March 16, 2020.

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 319-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 287-17-18 by Finance and Personnel Committee and R. O. No. 251-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear-ended the car she was driving;

2. R. C. No. 320-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 288-17-18 by Finance and Personnel Committee and R. O. No. 252-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear-ended the car he was a passenger in;

3. R. C. No. 324-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 219-18-19 by City Clerk submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle;

4. R. C. No. 334-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 176-18-19 by City Clerk submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018;

All R. C.'s and R. O.'s have been reviewed by staff with the recommendation to file all claims and/or notice of claims.

_____ _____

_____ _____

_____ _____

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

5.15

R. C. No. 319 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 287-17-18 by Finance and Personnel Committee and R. O. No. 251-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020
2-10-20 hold

Ronald Rindlisbacher
James A. Bittner

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

5.12

R. C. No. 287 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 251-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019
4-8-19 refer to Finance + Personnel of new council

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

3.5

R. O. No. 251 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving.

Finance + Personnel

Finance + Personnel
& new Council

CITY CLERK

AUG 5 '19 PM 2:12

Claim # 24-17

NOTICE OF CLAIM FOR DAMAGES PURSUANT TO WIS. STAT. § 893.80

TO: CITY OF SHEBOYGAN
C/o MEREDITH DEBRUIN, CITY CLERK
828 Center Avenue
Sheboygan, WI 53081

Process Server _____
Date: 8/5/19 Time: 2:06 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

PLEASE TAKE NOTICE that on October 4, 2017, Alicia Kraemer, of 828 North 10th Street, Apt. 204, Sheboygan, Wisconsin was involved in an automobile accident on 1600 Block of Erie Avenue, City and County of Sheboygan, causing her to sustain personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

LIABILITY

Liability for the injuries is claimed as follows:

The City of Sheboygan on account of its liability for the acts of its agents and employees, and particularly Ryan J. Shaw, as further set in this Claim for Damages, who was acting within the scope of his employment at the time of said accident. At time of said accident Ryan J. Shaw was driving an ambulance, owned by the City of Sheboygan, when they collided with the rear end of the motor vehicle being operated by Alicia Kraemer.

The said accident was caused by the negligence of the City of Sheboygan, on account of its employee, Ryan J. Shaw, for negligently operating said vehicle at and immediately prior to the time of said accident.

Said employee, Ryan J. Shaw, failed to keep proper look out, failed to manage and control the ambulance, drove inattentively, did not leave enough room to safely stop, and was negligent in properly driving said ambulance at and immediately prior to said collision.

DAMAGES

As a proximate result of the above-described negligence, Alicia Kraemer sustained personal injuries to the back, whiplash, concussion and migraines, causing her to incur medical bills and expenses, as well as future expenses, and pain and suffering all to her damage in the amount of:

MEDICAL BILLS TO DATE:

St. Nicholas Hospital Sheboygan	$ 5,125.00
Infinity Healthcare Physicians	$ 610.00
Green Bay Radiology	$ 823.00
Prevea Oostburg Health Center	$ 397.00
Aurora Sheboygan Clinic	$ 5,348.00
PROPERTY DAMAGE:	$ 4,150.00
PAST AND FUTURE PAIN AND SUFFERING:	$ 20,000.00
TOTAL CLAIM:	$ 36,453.00

WHEREFORE, Alicia Kraemer, demands THIRTY SIX THOUSAND FOUR HUNDRED FIFTY THREE AND 00/100 DOLLARS ($36,453.00)from said City of Sheboygan and Ryan J. Shaw.

DATED at Milwaukee, Wisconsin this 2nd day of August 2019.

BY: _____

DAVID J. BISCHMANN
SBW#: 1000754
MILES G. LINDNER
SBW#: 1023087
Attorneys for Claimant

P.O. ADDRESS:
648 North Plankinton Avenue
Suite 418
Milwaukee, WI 53203
PH:(414) 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Lindner Law LLC, on behalf of the claimant, Alicia Kraemer at 648 North Plankinton Avenue, Suite 418, Milwaukee, WI 53203 Ph. (414) 271-5300.

Claim 24-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Alicia Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Linda K. Murphy
Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00p
2

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Alicia Kraemer, an adult, residing at 828 N. 10th Street Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Alicia Kraemer, an adult resident of the City of Sheboygan, residing at 828 N. 10th Street Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53081.

2. That Alicia Kraemer, sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle resulting in Mr. Shaw rear ending Ms. Kraemer's vehicle causing her to strike the vehicle in front of her.

3. That a proximate cause of said injuries was the negligence of the City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Alicia Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses, loss of earnings, and damage to her property.

5. That the undersigned is one of the attorneys for Alicia Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission ~~is permanent~~ or expires on 15 January.

Claim # 24-17

JAN 22 '18 PM 1:45

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* MICHAEL J. RYAN
*† LINCOLN K. MURPHY
*JEREMY T. CHAVEZ
* DANIEL E. MEYLINK

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

January 16, 2018

Via Certified Mail

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Former Client: Alicia Kraemer
Accident of: October 4, 2017

Dear Ms. Richards:

Please be advised that our firm no longer represents Alicia Kraemer, with regard to the above matter. We are maintaining a lien for our attorney fees. Additionally, we are maintaining a separate lien for our costs. Prior to settlement, please call to confirm our final costs. We demand to be named on any settlement drafts.

If you have any questions please call me. Thank you.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy
Lincoln K. Murphy

LKM/to

Cc: Alicia Kraemer

Claim 24-17

APR 26 '18 PM 2:52

HAUSMANN-MCNALLY, SC

ATTORNEYS AT LAW

633 WEST WISCONSIN AVENUE, SUITE 2000, MILWAUKEE, WI 53203
414-271-5300 / TOLL FREE 1-866-400-0090 / FAX 414-271-7760
WWW.HMINJURYLAW.COM

DAVID J. BISCHMANN*
BENJAMIN T. COOK***
CHARLES HAUSMANN*
MILES G. LINDNER*
JOHN F. MCNALLY* ++
NATASHA R. MISRA* **
PAUL P. POBEREYKO# **
JAMES E. PRIESTLEY**
JULIE A. THEMER**
KEN A. WINJUM*** ##
MATTHEW T. WOLF++
THERESA WYBROW-ALBANO*

LICENSED IN WI*
LICENSED IN IL**
LICENSED IN IA***
LICENSED IN ND++
LICENSED IN IN#
LICENSED IN OH++
LICENSED IN NE##

MILWAUKEE OFFICE
(414) 271-5300
(866) 400-0090

APPLETON OFFICE
(920) 882-4861
(866) 882-4861

EAU CLAIRE OFFICE
(800) 227-6699

OHIO OFFICE
(614) 223-0100
(877) 223-0104

DECATUR OFFICE
(217) 424-8833
(866) 424-8833

ROCKFORD OFFICE
(815) 963-3688
(866) 963-3644

MERRILLVILLE OFFICE
(219) 791-9920
(877) 791-9375

DES MOINES OFFICE
(866) 400-0090

NORWALK OFFICE
(515) 981-5220

OMAHA OFFICE
(402) 537-9000
(866) 400-0090

April 24, 2018

Ms. Meredith DeBruin
City Clerk's Office
828 Center Ave., Ste. 100
Sheboygan, WI 53081

Re:	Our Client:	Alicia Kraemer
	Your Insured:	Ryan Shaw - Driver City of Sheboygan - Owner
	Date of Accident:	10/4/17

Dear Ms. DeBruin:

Enclosed please find the following medicals/specials concerning our client for the above-entitled matter:

1. Five (5) property damage photos;

2. Records and bill from St. Nicholas Hospital Sheboygan in the amount of $5,125.00;

3. Bill from Infinity Healthcare Physicians in the amount of $610.00;

4. Bill from Green Bay Radiology in the amount of $823.00;

5. Records and bills from Prevea Oostburg Health Center in the amount of $397.00;

6. Records and bills from Aurora Sheboygan Clinic in the amount of $5,348.00;

7. Property damage in the amount of $4,150.00; and

8. Mileage reimbursement in the amount of $33.46.

Medicals and Specials: $16,486.46

Please be advised that these are the final medical/specials regarding the above matter. Please contact me at 1-866-400-0090 upon receipt of this letter to discuss settlement.

Sincerely,

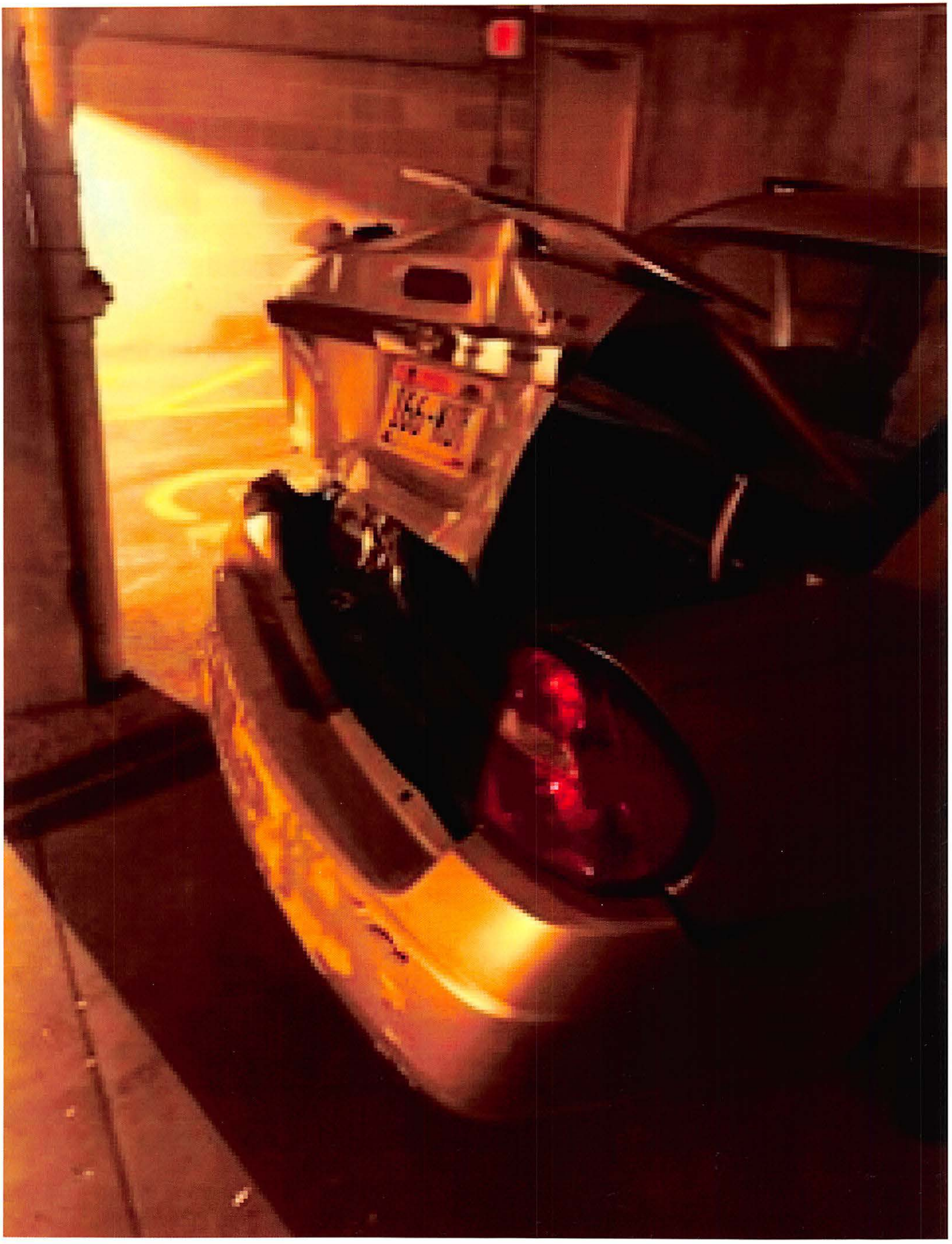
Natasha R. Misra /s/

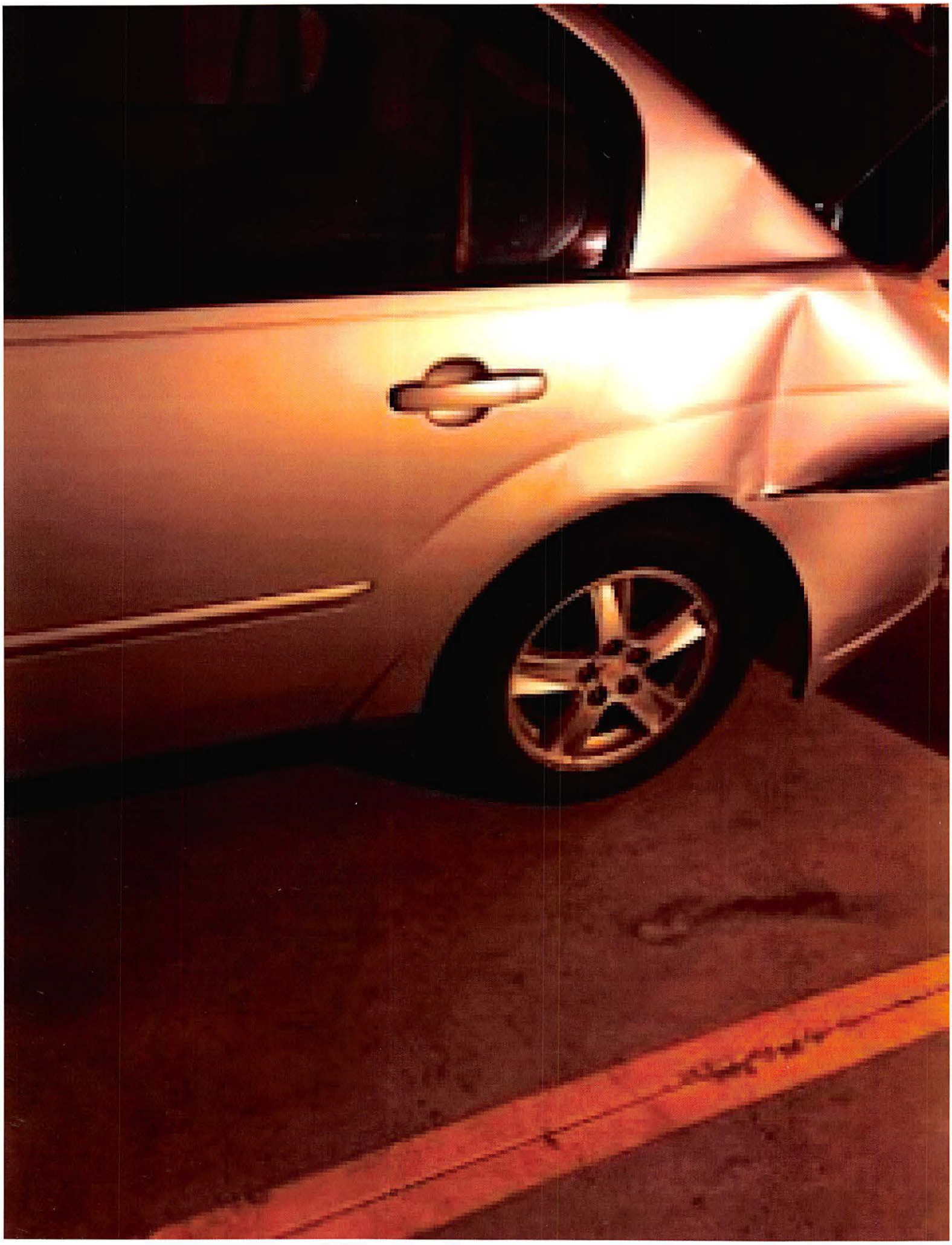
Natasha R. Misra
Attorney at Law

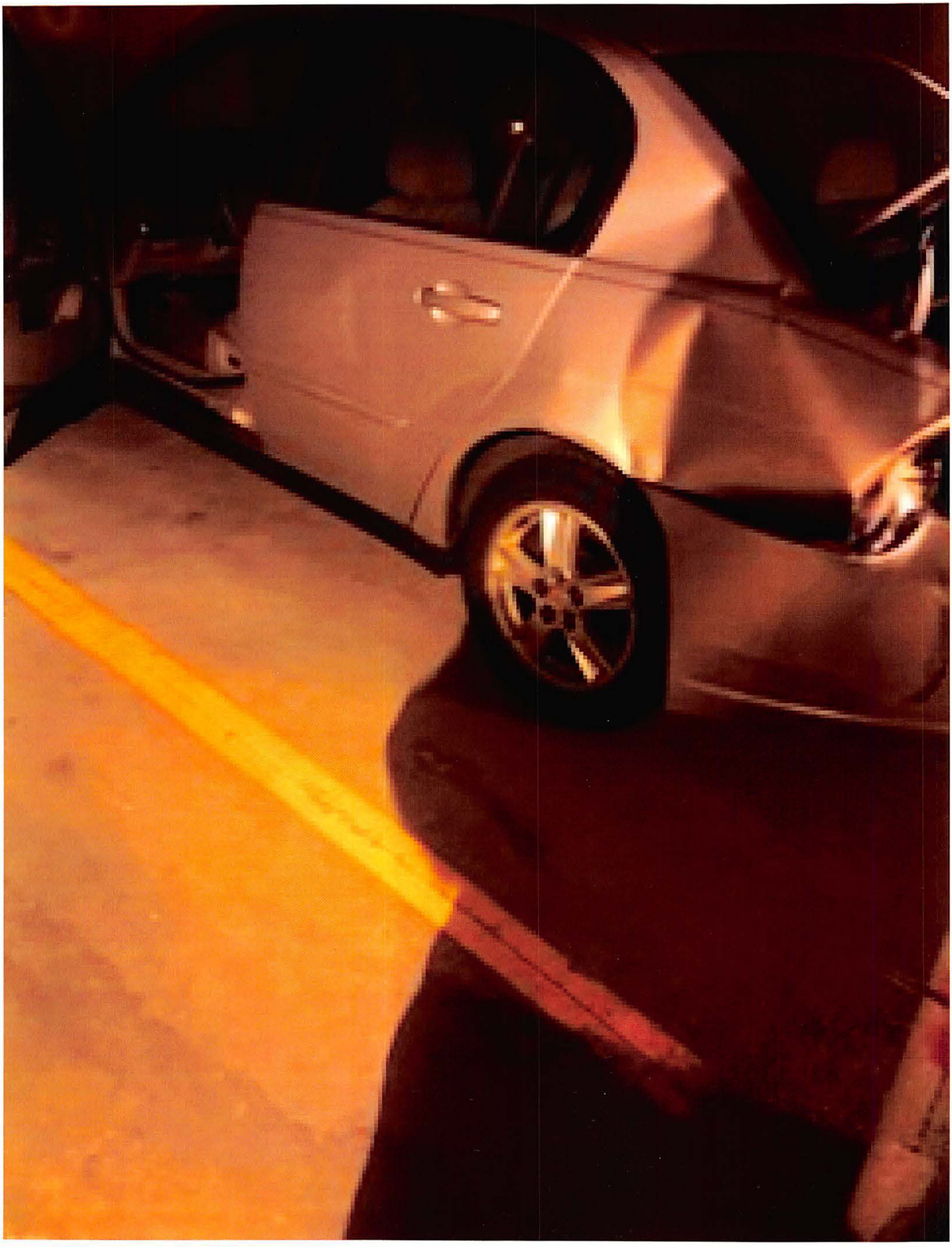
NRM/bh
Enclosures
cc: Alicia Kraemer

166-KUY

166-KUY







ST NICHOLAS HOSPITAL SHEBOYGAN
3100 Superior Ave
SHEBOYGAN WI 53081

KRAEMER,ALICIA A
MRN: 60528866
DOB: 6/22/1982, Sex: F

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

PREGNANCY TEST URINE (Order 93555132)

Resulted: 10/04/17 2148, Result status: Final result

PREGNANCY TEST URINE [93555132]

Ordering provider: Swen J Hilander, MD 10/04/17 2117 Resulting lab: HSHS-ST NICHOLAS HOSPITAL LAB

Specimen Information

Type	Source	Collected On
	URINE, VOIDED	10/04/17 2139

Components

	Value	Reference Range	Flag	Lab
PREG TEST	NEGATIVE	NEGATIVE		SNS

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
27 - SNS	HSHS-ST NICHOLAS HOSPITAL LAB	Unknown	3100 SUPERIOR AVENUE SHEBOYGAN WI 53081	05/08/17 1037 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

CT HEAD WO CON (Order 93555128)

Resulted: 10/04/17 2110, Result status: Final result

CT HEAD WO CON [93555128]

Ordering provider: Swen J Hilander, MD 10/04/17 2039 Resulted by: Joshua D Riebe, MD
Performed: 10/04/17 2053 - 10/04/17 2108 Resulting lab: HSHS RADIOLOGY

Narrative:
INTERPRETATION LOCATION: St. Vincent Hospital

Head CT without contrast 10/04/2017.

Comparison: None.

Clinical indication: Headache and trauma.

Findings:
There is no pneumothorax or effusion. There is no acute hemorrhage or abnormal extra-axial fluid collection. Hemorrhagic process or mass effect is not seen within the brain. A few senescent calcifications are present. Paranasal sinuses do not show an air-fluid level. Mastoid air cells do not show fluid. Calvarium is intact.

IMPRESSION:
No acute intracranial abnormality.

Resulted: 10/04/17 2110, Result status: Final result

CT HEAD WO CON [93555128] (continued)

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:10:59
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:13:25

Specimen Information

Type	Source	Collected On
		10/04/17 2109

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
89 - RADHSHS	HSHS RADIOLOGY	Unknown	Unknown	11/14/11 1041 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

CT CERV SPINE WO CON (Order 93555129)

Resulted: 10/04/17 2113, Result status: Final result

CT CERV SPINE WO CON [93555129]

Ordering provider: Swen J Hilander, MD 10/04/17 2039
Performed: 10/04/17 2053 - 10/04/17 2109
Resulted by: Joshua D Riebe, MD
Resulting lab: HSHS RADIOLOGY

Narrative:
INTERPRETATION LOCATION: St. Vincent Hospital

CT scan cervical spine without contrast 10/04/2017.

Comparison: None.

Clinical indication: Pain.

Findings:
Prevertebral soft tissues are normal. There is no fracture or dislocation. There are degenerative disc changes. There is cervical straightening.

IMPRESSION:
No acute osseous deformity.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:13:30
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:14:24

Specimen Information

Type	Source	Collected On
		10/04/17 2109

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
89 - RADHSHS	HSHS RADIOLOGY	Unknown	Unknown	11/14/11 1041 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

XR LUMB SPINE 3V (Order 93555130)

Resulted: 10/04/17 2318, Result status: Final result

XR LUMB SPINE 3V [93555130]

Ordering provider: Swen J Hilander, MD 10/04/17 2039
Performed: 10/04/17 2109 - 10/04/17 2220
Resulted by: Joshua D Riebe, MD
Resulting lab: HSHS RADIOLOGY

Narrative:
INTERPRETATION LOCATION: St. Vincent Hospital

Lumbar spine AP, lateral, cone-down lateral views 10/04/2017.

Comparison: None.

Clinical indication: Pain.

Findings:
Lumbar straightening is noted. Mild degenerative disc disease is noted L4-5 and L5-S1. There is mild lower lumbar facet DJD. Compression fracture or subluxation is not seen. Surgical changes are noted in the left upper quadrant. Calcifications are present which could be nephrolithiasis projecting over the kidneys.

IMPRESSION:
Lower lumbar degenerative disc disease. No acute osseous deformity identified.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 23:18:33
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 23:19:25

Specimen Information

Type	Source	Collected On
		10/04/17 2220

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
89 - RADHSHS	HSHS RADIOLOGY	Unknown	Unknown	11/14/11 1041 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Procedure Info

No data filed

Procedure Info (continued)

Encounter Information

	Department	Encounter #	Center
10/4/2017 8:02 PM	Sns Emergency Dept	66812587	HSHS SNS

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM

Author: Swen J Hilander, MD | Service: (none) | Author Type: Physician
Filed: 10/5/2017 1:06 AM | Date of Service: 10/4/2017 8:43 PM | Creation Time: 10/4/2017 8:43 PM
Status: Addendum | Editor: Swen J Hilander, MD (Physician)
Related Notes: Original Note by Nathan G Kuttickat filed at 10/4/2017 10:42 PM

I, Nathan G Kuttickat, acting as a scribe, am personally taking down the notes in the presence of Dr. Swen J Hilander, MD. **Take no action on this note until reviewed and authenticated by the physician.**

History

Chief Complaint
Patient presents with
- Motor Vehicle Accident

HPI Comments: Alicia A Kraemer is a 35-year-old female who presents after a MVA. Has a hx of back pain. Around 1830 pt was driving, the car inform of her stopped suddenly and she was rear ended by an ambulance into the car infront of her. Pt was in a 2005 Malibu she described as wrecked now, she was wearing a seatbelt and there was no airbag deployment. She has a headache, neck pain and right lower back pain. No other injuries or medical issues.

Patient is a 35-year-old female presenting with **MVA**.
History provided by: **Patient**
Language interpreter used: **No**
Motor Vehicle Accident

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix *ASCUS, HPV +, had colpo followed by LEEP. Followed by Dr. Abitz.*	09/2014
• ADD (attention deficit disorder with hyperactivity)	
• Anxiety	
• Bipolar disorder *Sees Dr. Baxter*	
• Brain cyst *Pineal*	
• Chronic back pain *since work injury 2007, DJD of lumbar spine and lumbar spondylosis per MRI 2013. Failed: tramadol (allergy), vicodin (allergy)*	
• Controlled substance agreement signed *for percocet and butrans patch with Dr. Smith*	3/2015
• Depression	
• DJD (degenerative joint disease), cervical	

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

- Fibromyalgia
- Herpes
- HLA B27 (HLA B27 positive)
- IBS (irritable bowel syndrome)
  with both constipation and diarrhea
- Insomnia
- Learning disability
  reading and writing
- Migraines
  with post-concussive syndrome
- Nicotine dependence
- OCD (obsessive compulsive disorder)
- Ovarian cyst
- Panic attacks
- PTSD (post-traumatic stress disorder)
  from car accident 2005
- Recurrent nephrolithiasis
- Reflux

Past Surgical History:

Procedure	Laterality	Date
• CERVICAL BIOPSY W/ LOOP ELECTRODE EXCISION		3/2014
• CESAREAN SECTION		
• CONIZATION CERVIX,LOOP ELECTRD *LEEP/ENDO-CERVICAL CURETTAGE*	N/A	07/07/2016
• IR EMBOLIZATION TRANSCATH *splenic artery branch embolization Dr. Bielke*		8/31/14
• LITHOTRIPSY		
• NASAL SURG PROC UNLISTED *x 2*		

Family History

Problem	Relation	Age of Onset
• MI	Father	
• Heart Disease	Father	
• Other [OTHER]	Father	
• Hypertension	Mother	
• anxiety, depression [OTHER]	Mother	
• anxiety [OTHER] *x3*	Brother	
• Hypertension	Maternal Grandfather	
• Alcohol Abuse	Maternal Grandfather	
• Alcohol Abuse	Paternal Grandfather	

Social History

Substance Use Topics

• Smoking status:	Current Some Day Smoker
Packs/day:	0.25
Years:	5.00

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

Types:	Cigarettes
• Smokeless tobacco:	Never Used
• Alcohol use	No

Prior to Admission medications

Medication	Sig	Start Date	End Date	Taking ?	Authorizing Provider
albuterol sulfate HFA 108 (90 BASE) MCG/ACT inhaler	Inhale 2 puffs into the lungs every 4 (four) hours as needed for Wheezing or Shortness of breath (or cough).	6/13/17	6/13/18		Sarah Smith, MD
ALPRAZolam 1 MG tablet	Take one up to three times daily as needed for sleep or anxiety. Must last 30 days. No early refills.	9/23/17			Rachel Rautmann, APNP
Benzoyl Peroxide 5 % Gel	Apply topically twice daily.	5/15/17			Sarah Smith, MD
buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY patch	Place 1 patch onto the skin once a week. Do not fill early.	10/6/17			Rachel Rautmann, APNP
ciprofloxacin (CIPRO) 250 MG tablet	Take 1 tablet (250 mg total) by mouth 2 (two) times daily for 7 days. for 3 days	10/4/17	10/11/17		Rachel Rautmann, APNP
clotrimazole-betamethasone cream	Apply topically 2 (two) times daily.	8/8/17	8/8/18		Sarah Smith, MD
DEXEDRINE 15 MG 24 hr capsule	Take one four times daily. Dx: F90.0	10/2/17			Rachel Rautmann, APNP
DEXTROAMPHETAMINE 15 MG 24 hr capsule	Take one four times daily. Dx is F90.0. Fill no earlier than 8/16/17.	8/8/17			Sarah Smith, MD
dicyclomine (BENTYL) 10 MG capsule	Take 1 capsule (10 mg total) by mouth as needed. Take daily prn diarrhea.	1/17/17			Sarah Smith, MD
eletriptan (RELPAX) 40 MG tablet	Take 40 mg by mouth. Take 1 tablet by mouth as needed for Migraine. May repeat dose in 2 hours if needed. Limit use to 3 days a week.	6/29/16			Doc Abstract
Etonogestrel 68 MG Implant	Inject 68 mg into the skin.				Doc Abstract
olopatadine 0.2 % Solution	Place 1 drop into both eyes daily.	8/30/17			Rachel Rautmann, APNP
ondansetron 8 MG disintegrating tablet	Take 1 tablet (8 mg total) by mouth every 8 (eight) hours as needed for Nausea.	6/23/16			Sarah Smith, MD
OXYCODONE-ACETAMINOPHEN 10-325 MG tablet	Take 1 tablet by mouth every 8 (eight) hours as needed for Pain. Do not fill early.	9/30/17	10/10/17		Rachel Rautmann, APNP
Petrolatum-Zinc Oxide 49-15 % Ointment	Apply nightly at bedtime. Patient taking differently: Apply topically nightly. Apply	8/13/15			Sarah Smith, MD

Telephone Encounter by Tammy Sell at 10/12/2017 3:16 PM

Author: Tammy Sell | Service: (none) | Author Type: (none)
Filed: 10/12/2017 3:17 PM | Encounter Date: 10/12/2017 | Status: Signed
Editor: Tammy Sell

PSR transferred the call to the triage RN.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Incoming Call

	Provider	Department	Encounter #	Center
10/12/2017 3:16 PM	Sarah Smith, MD	Oos Family Practice	66994379	PRV OOSTBURG

Telephone Encounter by Kristine M Riley, RN at 10/12/2017 3:49 PM

Author: Kristine M Riley, RN | Service: (none) | Author Type: Registered Nurse
Filed: 10/12/2017 3:50 PM | Encounter Date: 10/12/2017 | Status: Signed
Editor: Kristine M Riley, RN (Registered Nurse)

Patient requesting appointment with Dr. Smith. Appointment made for tomorrow for ED follow up.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
10/13/2017 3:00 PM	Sarah Smith, MD	Oos Family Practice	66994610	PRV OOSTBURG

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM

Author: Sarah Smith, MD | Service: (none) | Author Type: Physician
Filed: 10/13/2017 3:40 PM | Encounter Date: 10/13/2017 | Status: Signed
Editor: Sarah Smith, MD (Physician)

CC: Follow Up (MVA, 10/4/17)

HPI: Alicia A Kraemer is a 35-year-old female who presents today after MVA 9 days ago. Was rear ended by ambulance. No LOC. Airbags didn't deploy. Was seen in the ER afterwards. Neg CT of head and c-spine. Reports she continues to have some neck soreness on top of her chronic pain complaints. Needs her controlled substances refilled- lyrica, percocet, dexedrine, butrans.

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM (continued)

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix *ASCUS, HPV +, had colpo followed by LEEP. Followed by Dr. Abitz.*	09/2014
• ADD (attention deficit disorder with hyperactivity)	
• Anxiety	
• Bipolar disorder *Sees Dr. Baxter*	
• Brain cyst *Pineal*	
• Chronic back pain *since work injury 2007, DJD of lumbar spine and lumbar spondylosis per MRI 2013. Failed: tramadol (allergy), vicodin (allergy)*	
• Controlled substance agreement signed *for percocet and butrans patch with Dr. Smith*	3/2015
• Depression	
• DJD (degenerative joint disease), cervical	
• Fibromyalgia	
• Herpes	
• HLA B27 (HLA B27 positive)	
• IBS (irritable bowel syndrome) *with both constipation and diarrhea*	
• Insomnia	
• Learning disability *reading and writing*	
• Migraines *with post-concussive syndrome*	
• Nicotine dependence	
• OCD (obsessive compulsive disorder)	
• Ovarian cyst	
• Panic attacks	
• PTSD (post-traumatic stress disorder) *from car accident 2005*	
• Recurrent nephrolithiasis	
• Reflux	

Past Surgical History:

Procedure	Laterality	Date
• CERVICAL BIOPSY W/ LOOP ELECTRODE EXCISION		3/2014
• CESAREAN SECTION		
• CONIZATION CERVIX,LOOP ELECTRD *LEEP/ENDO-CERVICAL CURETTAGE*	N/A	07/07/2016
• IR EMBOLIZATION TRANSCATH *splenic artery branch embolization Dr. Bielke*		8/31/14
• LITHOTRIPSY		
• NASAL SURG PROC UNLISTED *x 2*		

Current Outpatient Prescriptions on File Prior to Visit

GREEN BAY RADIOLOGY SC
2941 S RIDGE ROAD

GREEN BAY, WI 54304-5517
920 336 4096

[CURRENT] Inquiry
Date 02/21/2018
Time 2:30p
User DUFEKK
Page 1

Patient Name: ALICIA A KRAEMER
Patient #: 257991
DOB: 06/22/1982
Death Date: 00/00/0000
Age: 35 Sex: F
SSN: 396-96-1646

Date Registered: 06/10/2010

Resp Party: ALICIA A KRAEMER
Bill To #: 257991

Dr #: 99 *GBR DOCTOR*
RDx #:
Patient Type: 3 MEDICAL ASSISTANCE
Bill Cycle: 60 MA STMT
Credit Status: 0

Patient E-mail:
Responsible Party E-mail:

Balances

0 - 30:	.00
31 - 60:	.00
61 - 90:	.00
91 - 120:	.00
121 - 150:	.00
151+ :	.00
Total Balance:	.00
- Pending:	.00
= Patient Balance:	.00
Budget Due:	.00
Non-budget Due:	.00
Total Due:	.00
Budget Balance:	.00
Budget Payment:	.00

Billing History: 00/00/0000 00/00/0000
00/00/0000 00/00/0000

Responsible Party Address:
828 N 10TH ST APT 204
204
SHEBOYGAN, WI 53081
H/Ph #: 920-917-2575 M/Ph #: 000-0000
W/Ph #: 000-0000

Patient Address:
828 N 10TH ST APT 204

SHEBOYGAN, WI 53081
H/Ph #: 920-917-2575 M/Ph #: 000-0000
W/Ph #: 000-0000

Last Transactions:

Charge:	10/11/2017	823.00
Personal:	00/00/0000	.00
Insurance:	11/10/2017	110.30

Location: 520 STV ER STN
Diagnosis: S39.92XA UNSPECIFIED INJURY OF L
V89.2XXA PERSON INJURED IN UNSPE

Current Coverages

Cov#	Insurance Company	Insurance Plan	Subscriber
1	707 UNITED HEALTHCA	1 MA	ALICIA A KRAEMER

Subscriber ID: 8402195385
Patient ID:

Debit mode details

Patient#/Name: 257991 ALICIA A KRAEMER

Post Date	Debit#	Batch#/User	Dr# Name	Loc# Name	Orig Pend	Total
10/11/2017	2224900U	1111/BIERBA	12 J RIEBE MD	520 STV ER ST	823.00	823.00

Dates of Service	Proc	Desc	Diag	PRT	Units	Unit Chg	Line Chg
10/04/2017-10/04/2017	72100	XRAY EXAM LU	+S39.92XA V89.2XXA	YYY	1.00	79.00	79.00
	Modifier: 26 PROFESSIONAL COMPONENT						
10/04/2017-10/04/2017	70450	CAT SCAN, HE	+S09.90XA V89.2XXA	YYY	1.00	293.00	293.00
	Modifier: 26 PROFESSIONAL COMPONENT						
10/04/2017-10/04/2017	72125	CAT SCAN, CE	+S19.9XXA V89.2XXA	YYY	1.00	451.00	451.00
	Modifier: 26 PROFESSIONAL COMPONENT						

Post Date	Receipt#	Cov#	Transaction Type		Amount	Applied
11/10/2017	7394028U	1	2000707 *PAYMENT	UNITED HEALTHCARE MA HMO	110.30	110.30-
11/10/2017	7394029U	1	4000707 *WRITE-OFF	UNITED HEALTHCARE MA HMO	712.70	712.70-

Paid Write-off

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM (continued)

Medication	Sig	Dispense	Refill
• albuterol sulfate HFA 108 (90 BASE) MCG/ACT inhaler	Inhale 2 puffs into the lungs every 4 (four) hours as needed for Wheezing or Shortness of breath (or cough).	1 Inhaler	1
• ALPRAZolam 1 MG tablet	Take one up to three times daily as needed for sleep or anxiety. Must last 30 days. No early refills.	90 tablet	0
• Benzoyl Peroxide 5 % Gel	Apply topically twice daily.	60 Tube	1
• clotrimazole-betamethasone cream	Apply topically 2 (two) times daily.	30 g	0
• DEXTROAMPHETAMINE 15 MG 24 hr capsule	Take one four times daily. Dx is F90.0. Fill no earlier than 8/16/17.	120 capsule	0
• dicyclomine (BENTYL) 10 MG capsule	Take 1 capsule (10 mg total) by mouth as needed. Take daily prn diarrhea.	60 capsule	1
• eletriptan (RELPAX) 40 MG tablet	Take 40 mg by mouth. Take 1 tablet by mouth as needed for Migraine. May repeat dose in 2 hours if needed. Limit use to 3 days a week.		
• Etonogestrel 68 MG Implant	Inject 68 mg into the skin.		
• nitrofurantoin, macrocrystal-monohydrate, (MACROBID) 100 MG capsule	Take 1 capsule (100 mg total) by mouth 2 (two) times daily for 7 days.	14 capsule	0
• olopatadine 0.2 % Solution	Place 1 drop into both eyes daily.	2.5 mL	11
• ondansetron 8 MG disintegrating tablet	Take 1 tablet (8 mg total) by mouth every 8 (eight) hours as needed for Nausea.	20 tablet	2
• Petrolatum-Zinc Oxide 49-15 % Ointment	Apply nightly at bedtime. (Patient taking differently: Apply topically nightly. Apply nightly at bedtime.)	113 g	1
• prochlorperazine 10 MG tablet	Take 1 tablet by mouth every 6 (six) hours as needed.	30 tablet	0
• Suvorexant (BELSOMRA) 20 MG Tab	Take 20 mg by mouth nightly.	30 tablet	2
• tamsulosin 0.4 MG Cap	Take 1 capsule (0.4 mg total) by mouth daily. Take daily until kidney stone is passed	30 capsule	0
• topiramate 100 MG tablet	Take 1 tablet by mouth 3		1

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM (continued)

	(three) times daily.		
• Vitamin D, Ergocalciferol, 50000 UNITS capsule	Take 1 capsule (50,000 Units total) by mouth once a week.	12 capsule	3

No current facility-administered medications on file prior to visit.

Allergies

Allergen	Reactions
• Cephalexin	Anaphylaxis
• Oxycodone-Acetaminophen *Bumps in mouth*	Other (see comment)
• Tramadol	Headache
• Vicodin [Hydrocodone-Acetaminophen]	Headache

REVIEW OF SYSTEMS:
See hpi.

Physical Exam-
Filed Vitals:

	10/13/17 1427
BP:	92/70
Pulse:	97
Temp:	96.4 °F (35.8 °C)
TempSrc:	Tympanic
SpO2:	100%
Weight:	51.7 kg (114 lb)
Height:	5' 5" (1.651 m)

GEN- Appears well and in no apparent distress. Alert and oriented to person, place and self.
HEENT- Normocephalic, atraumatic, moist mucous membranes.
Neck- No lymphadenopathy or thyromegaly.
CV- Regular rate and rhythm. Normal S1 and S2. No murmurs, rubs, or gallops.
RESP- Lungs clear to auscultation bilaterally.
ABD- Normoactive bowel sounds. No abdominal tenderness, rebound or gaurding.
EXT- Moves all extremities well. No lower extremity edema.
M/S- Normal gait.

A/P:
1. Neck strain- Supportive cares. Reviewed ER note.
2. Chronic pain- Stable. Refilled butrans/percocet/lyrica.
3. ADHD- Stable. Refilled dexedrine.
4. F/u when due for more refills.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
2/5/2018 1:00 PM	Sarah Smith, MD	Oos Family Practice	78845947	PRV OOSTBURG

Progress Notes by Sarah Smith, MD at 2/5/2018 1:00 PM

Author: Sarah Smith, MD | Service: (none) | Author Type: Physician
Filed: 2/5/2018 4:37 PM | Encounter Date: 2/5/2018 | Status: Signed
Editor: Sarah Smith, MD (Physician)

CC: Follow Up

HPI: Alicia A Kraemer is a 35-year-old female who presents today to get med refills for her chronic meds that include xanax, dextroamphetamine, brand percocet (generic causes biopsy proven rash), lyrica, butrans, and belsomra. Her overall pain control (for chronic back pain) is ok but ever since her MVA in October 2017 her migraines have been "100% worse." Sees Dr. Tuttle and gets botox injections for her migraines. Has a bad migraine right now, along with neck pain (also had whiplash, neck strain in MVA as well). This am took relpax twice already. As for her mental health, she is reports her mood is ok but requests to see a counselor with the Aurora system. She is also reporting that she continues to have irregular vaginal bleeding. Apparently Dr. Abitz has recommended a hysteroscopy with possible ablation. Patient reports she may want to get pregnant again some day. Is worried about being awake during the procedure, which is her understanding of what will happen. Has appt with Dr. Abbitz in 2 weeks.

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix *ASCUS, HPV +, had colpo followed by LEEP. Followed by Dr. Abitz.*	09/2014
• ADD (attention deficit disorder with hyperactivity)	
• Anxiety	
• Bipolar disorder *No longer sees Dr. Baxter*	
• Brain cyst *Pineal*	
• Chronic back pain *since work injury 2007, DJD of lumbar spine and lumbar spondylosis per MRI 2013. Failed: tramadol (allergy), vicodin (allergy)*	
• Controlled substance agreement signed *for percocet and butrans patch with Dr. Smith*	03/2015
• Depression	
• DJD (degenerative joint disease), cervical '	
• Fibromyalgia	
• Herpes	
• HLA B27 (HLA B27 positive)	
• IBS (irritable bowel syndrome) *with both constipation and diarrhea*	
• Insomnia	
• Learning disability *reading and writing*	
• Migraines *with post-concussive syndrome*	

- Nicotine dependence
- OCD (obsessive compulsive disorder)
- Ovarian cyst
- Panic attacks
- PTSD (post-traumatic stress disorder)
  from car accident 2005
- Recurrent nephrolithiasis
- Reflux

Past Surgical History:

Procedure	Laterality	Date
• CERVICAL BIOPSY W/ LOOP ELECTRODE EXCISION		3/2014
• CESAREAN SECTION		
• CONIZATION CERVIX,LOOP ELECTRD *LEEP/ENDO-CERVICAL CURETTAGE*	N/A	07/07/2016
• IR EMBOLIZATION TRANSCATH *splenic artery branch embolization Dr. Bielke*		8/31/14
• LITHOTRIPSY		
• NASAL SURG PROC UNLISTED *x 2*		

Current Outpatient Prescriptions on File Prior to Visit

Medication	Sig	Dispense	Refill
• albuterol sulfate HFA 108 (90 BASE) MCG/ACT inhaler	Inhale 2 puffs into the lungs every 4 (four) hours as needed for Wheezing or Shortness of breath (or cough).	1 Inhaler	1
• ALPRAZolam 1 MG tablet	Take one up to three times daily as needed for sleep or anxiety.	21 tablet	0
• Benzoyl Peroxide 5 % Gel	Apply topically twice daily.	60 Tube	1
• buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY patch	Place 1 patch onto the skin once a week for 14 days.	2 patch	0
• clotrimazole-betamethasone cream	Apply topically 2 (two) times daily.	30 g	0
• dextroamphetamine 15 MG 24 hr capsule	Take one four times daily.	56 capsule	0
• dicyclomine (BENTYL) 10 MG capsule	Take 1 capsule (10 mg total) by mouth as needed. Take daily prn diarrhea.	60 capsule	1
• eletriptan (RELPAX) 40 MG	Take 40 mg by		

tablet	mouth. Take 1 tablet by mouth as needed for Migraine. May repeat dose in 2 hours if needed. Limit use to 3 days a week.		
• Etonogestrel 68 MG Implant	Inject 68 mg into the skin.		
• olopatadine 0.2 % Solution	Place 1 drop into both eyes daily.	2.5 mL	11
• omeprazole 20 MG capsule	Take 1 capsule (20 mg total) by mouth daily.	90 capsule	0
• ondansetron 8 MG disintegrating tablet	Take 1 tablet (8 mg total) by mouth every 8 (eight) hours as needed for Nausea.	20 tablet	2
• PERCOCET 10-325 MG tablet	Take 1 tablet by mouth every 8 (eight) hours as needed for Pain.	21 tablet	0
• Petrolatum-Zinc Oxide 49-15 % Ointment	Apply nightly at bedtime. (Patient taking differently: Apply topically nightly. Apply nightly at bedtime.)	113 g	1
• pregabalin (LYRICA) 50 MG capsule	Take 1 capsule (50 mg total) by mouth 3 (three) times daily.	42 capsule	0
• prochlorperazine 10 MG tablet	Take 1 tablet by mouth every 6 (six) hours as needed.	30 tablet	0
• Suvorexant (BELSOMRA) 20 MG Tab	Take 20 mg by mouth nightly.	30 tablet	2
• tamsulosin 0.4 MG Cap	Take 1 capsule (0.4 mg total) by mouth daily. Take daily until kidney stone is passed	30 capsule	0
• topiramate 100 MG tablet	Take 1 tablet by mouth 3 (three) times daily.		1
• Vitamin D, Ergocalciferol, 50000 UNITS capsule	Take 1 capsule (50,000 Units total) by mouth once a week.	12 capsule	3

No current facility-administered medications on file prior to visit.

Allergies

Allergen	Reactions
• Cephalexin	Anaphylaxis
• Oxycodone-Acetaminophen *Bumps in mouth*	Other (see comment)
• Tramadol	Headache
• Vicodin [Hydrocodone-Acetaminophen]	Headache

REVIEW OF SYSTEMS:
See hpi.

Physical Exam-
Filed Vitals:

	02/05/18 1334
BP:	112/74
Pulse:	98
Resp:	14
Temp:	97.8 °F (36.6 °C)
TempSrc:	Tympanic
SpO2:	99%
Weight:	57.4 kg (126 lb 9.6 oz)
Height:	5' 3" (1.6 m)

GEN- Appears to be in discomfort, holding ice pack on her neck.
HEENT- Normocephalic, atraumatic, moist mucous membranes.
CV- Regular rate and rhythm. Normal S1 and S2. No murmurs, rubs, or gallops.
RESP- Lungs clear to auscultation bilaterally.
ABD- Normoactive bowel sounds.
MS- Limited ROM at neck.

A/P:
1. Chronic back pain, migraines (worsened since MVA 10/2017), neck strain in MVA, fibromyalgia- No longer sees APM. Refilled percocet, butrans, lyrica. She will f/u with her neurologist for the migraines. For current headache, writer planned to give her toradol but our clinic was unfortunately out. Told to go home and take anti-emetic, as she just took a relpax.

2. Bipolar, ADD, anxiety disorder, PTSD, OCD- Stable. No longer sees psychiatrist, Dr. Baxter requested that PCP manage meds. Refilled xanax, belsomra, dextroamphetamine. Referral to counselor with Aurora system, per patient preference.

3. Dysfunctional uterine bleeding- Encouraged her to f/u with Dr. Abbitz.

4. F/u 2 mo.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Revenue Location (continued)

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
2/5/2018 1:00 PM	Sarah Smith, MD	Oos Family Practice	78845947	PRV OOSTBURG

Progress Notes by Kaylene M Wittneben, CMA at 2/5/2018 1:00 PM

Author: Kaylene M Wittneben, CMA | Service: (none) | Author Type: Medical Assistant
Filed: 2/5/2018 4:37 PM | Encounter Date: 2/5/2018 | Status: Signed
Editor: Kaylene M Wittneben, CMA (Medical Assistant)

Yes- In compliance with Act 266, I have researched the ePDMP and have found no concerning issues.

Drug Details	Drug Class	Drug Qty	Rx Dates	Prescriber	Dispenser	Patient	Patient Details
Oxycodone w/ Acetaminophen 10MG / Tablet Rx# 2200607	Opioid	Qty: 21 Days: 7 Refills: 0	Prescribed: 1/30/2018 Dispensed: 1/30/2018	SMITH,SARAH 15 S 10TH ST OOSTBURG WI, 53070	PICK N SAVE PHARMACY #6432 1317 N 25TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 N 10TH ST APT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Alprazolam 1MG / Tablet Rx# 4200369	Benzodiazepine	Qty: 21 Days: 7 Refills: 0	Prescribed: 1/30/2018 Dispensed: 1/30/2018	SMITH,SARAH 15 S 10TH ST OOSTBURG WI, 53070	PICK N SAVE PHARMACY #6432 1317 N 25TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 N 10TH ST APT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Oxycodone w/ Acetaminophen 10MG / Tablet Rx# 3432027	Opioid	Qty: 21 Days: 7 Refills: 0	Prescribed: 1/24/2018 Dispensed: 1/26/2018	RAUTMANN,RACHEL 15 S 10TH ST OOSTBURG WI, 53070	WALGREEN CO. 1029 N 14TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 NORTH 10TH STREETAPT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Dextroamphetamine Sulfate 15MG / Capsule Extended Release 24 Hour Rx# 3431854	Stimulant	Qty: 56 Days: 14 Refills: 0	Prescribed: 1/24/2018 Dispensed: 1/24/2018	RAUTMANN,RACHEL 15 S 10TH ST OOSTBURG WI, 53070	WALGREEN CO. 1029 N 14TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 NORTH 10TH STREETAPT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Pregabalin	Other	Qty: 4	Prescribed	RAUTMANN,RACH	WALGREEN	KRAEMER	828 NORTH

Visit Summary (Visit 173)
Visit Balances

Tot Chg	Tot Db Adj	Ins Pmt	Ins Adj	Self Pmt	Self Adj	Balance	Ins Bal	Self Bal
155.00	0.00	30.30	124.70	0.00	0.00	0.00	0.00	0.00

Visit Information

Patient:	Alicia A Kraemer [60528866]	Encounter form #:	12365438
Service date:	10/13/17	Provider:	Sarah Smith, MD
Location:	OOSTBURG	Referring provider:	
Place of service:	OOSTBURG (11-11)	Billing provider:	Sarah Smith, MD
Department:	OOS FAMILY PRACTICE		
Injury date:	10/4/17		
Diagnosis:	1) S16.1XXD - Strain of muscle, fascia and tendon at neck level, subsequent encounter [Active] 2) G89.29 - Other chronic pain [Active]		
Alternate Diagnosis:			

Activity History (Visit 173)
Show Detail

Posted: 10/14/17

Charges

		Tx #	Svc Date	Procedure	#	Diagnosis	C	Charge	Insurance	Due
⊞	C	537	10/13/17	99213 (CPT®) OFFICE/OUTPT	1	1,2	Y	155.00	0.00	0.00

Posted: 10/17/17

Claims

	Payor	Invoice	Form
C	UNITEDHEALTHCARE COMM PLA	A164679710	Elec PREVEA WI EDS 5

Posted: 11/7/17

Payments and Credit Adjustments

		Tx #	Svc Date	Procedure	Payor	Amount	Balance
⊞	P	545	11/6/17	200006 INSU PAYMENT	UNITEDHEALTH	30.30	
⊞	A	546	11/6/17	200021 W/O MA HMO F	UNITEDHEALTH	124.70	

Actions Performed

	Action	Payor	Performed on Tx	Amount
A	Not Allowed Adjustment		537	124.70

Action History (Visit 173)

Action Date	Action	Pmt Payor	Adj Code	Tx #	Amount	User
11/7/17	Not Allowed Adjustment	No payor on pmt	W/O MA HMO FEE	537	124.70	2581-MOMMAERT PENNY

Remittance Code: 45 (Mapped to: 45-OVER CONTRACTED FEE ARRANGEMENT. Selected: 45-OVER CONTRACTED FEE ARRANGEMENT.)

Claim History (Visit 173)

Filed	Resubmit	Payor	Plan	Ins	Amount	Payment Date	Pay/Adj Amt
10/17/17		UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Y	155.00	11/7/17	155.00

Visit 173 Coverages
Hide All Details View Visit Coverages Show Unused Coverages Show Default Coverages

Visit Coverages

	F/O	Payor	Plan	Effective Dates
⊟	1	UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Effective from 4/1/2014

Visit Summary (Visit 182)

Visit Balances

Tot Chg	Tot Db Adj	Ins Pmt	Ins Adj	Self Pmt	Self Adj	Balance	Ins Bal	Self Bal
242.00	0.00	0.00	0.00	0.00	0.00	242.00	242.00	0.00

Visit Information

Patient:	Alicia A Kraemer [60528866]	Encounter form #:	12875621
Service date:	2/5/18	Provider:	Sarah Smith, MD
Location:	OOSTBURG	Referring provider:	ESTABLISHED PATIENT
Place of service:	OOSTBURG (11-11)	Billing provider:	Sarah Smith, MD
Department:	OOS FAMILY PRACTICE		
Diagnosis:	1) F41.8 - Other specified anxiety disorders [Active] 2) G89.29 - Other chronic pain [Active]		
Alternate Diagnosis:			

Activity History (Visit 182)

Show Detail

Posted: 2/6/18

Charges

	Tx #	Svc Date	Procedure	#	Diagnosis	C	Charge	Insurance	Due
	574	2/5/18	99214 (CPT®) OFFICE/OUTPT	1	1,2	Y	242.00	242.00	242.00

Claims

	Payor	Invoice	Form
	UNITEDHEALTHCARE COMM PLA	A169530960	Elec PREVEA WI EDS 5

Action History (Visit 182)

Action Date	Action	Pmt Payor	Adj Code	Tx #	Amount	User

No Action History for this visit

Claim History (Visit 182)

Filed	Resubmit	Payor	Plan	Ins	Amount	Payment Date	Pay/Adj Amt
2/6/18		UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Y	242.00		No Payment On File

Visit 182 Coverages

Hide All Details View Visit Coverages Show Unused Coverages Show Default Coverages

Visit Coverages

F/O	Payor	Plan	Effective Dates
1	UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Effective from 4/1/2014

Contact:		Phone:	877-842-3210	Status:	E-Verified
Mail to:	Payor Plan	Address:	PO BOX 5280 KINGSTON NY 12402-5280		
Fin class:	MEDICAID MANAGED CARE	Group:			
Subs ID:	8402195385	Subs name:	KRAEMER,ALICIA A	Member ID:	8402195385
Rel to subs:	Self	Subs DOB:	6/22/1982	Subs SSN:	396-96-1646

SELF-PAY

Coverage Change History

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

	nightly at bedtime.		
pregabalin (LYRICA) 50 MG capsule	Take 1 capsule (50 mg total) by mouth 3 (three) times daily.	8/28/17	Sarah Smith, MD
prochlorperazine 10 MG tablet	Take 1 tablet by mouth every 6 (six) hours as needed.	8/12/14	Sarah Smith, MD
Suvorexant (BELSOMRA) 20 MG Tab	Take 20 mg by mouth nightly.	7/25/17	Sarah Smith, MD
tamsulosin 0.4 MG Cap	Take 1 capsule (0.4 mg total) by mouth daily. Take daily until kidney stone is passed	9/20/17	Rachel Rautmann, APNP
topiramate 100 MG tablet	Take 1 tablet by mouth 3 (three) times daily.	5/25/17	Doc Abstract
Vitamin D, Ergocalciferol, 50000 UNITS capsule	Take 1 capsule (50,000 Units total) by mouth once a week.	4/27/17	Sarah Smith, MD

Allergies

Allergen	Reactions
• Cephalexin	Anaphylaxis
• Oxycodone-Acetaminophen *Bumps in mouth*	Other (see comment)
• Tramadol	Headache
• Vicodin [Hydrocodone-Acetaminophen]	Headache

Review of Systems

Review of Systems
Musculoskeletal: Positive for back pain and neck pain.
Neurological: Positive for headaches.
All other systems reviewed and are negative.

Physical Exam

Filed Vitals:

	10/04/17 2012
BP:	95/63
Pulse:	94
Resp:	18
Temp:	98.3 °F (36.8 °C)
TempSrc:	Oral
SpO2:	99%
Weight:	56.7 kg (125 lb)
Height:	5' 5" (1.651 m)

Physical Exam
Constitutional: She is oriented to person, place, and time. She appears well-developed and well-nourished.
HENT:

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

Head: Normocephalic and atraumatic.
Right Ear: External ear normal.
Left Ear: External ear normal.
Nose: Nose normal.
Eyes: Conjunctivae and EOM are normal. Pupils are equal, round, and reactive to light.
Neck: Normal range of motion. Neck supple. Muscular tenderness present. No tracheal deviation present. No thyromegaly present.
Cardiovascular: Normal rate, regular rhythm, normal heart sounds and intact distal pulses. Exam reveals no gallop and no friction rub.
No murmur heard.
Pulmonary/Chest: Effort normal and breath sounds normal. No stridor. No respiratory distress. She has no wheezes. She has no rales. She exhibits no tenderness.
Abdominal: Soft. Bowel sounds are normal. She exhibits no distension and no mass. There is no tenderness. There is no rebound and no guarding.
Musculoskeletal: Normal range of motion. She exhibits no edema or deformity.
Lumbar back: She exhibits tenderness **(right paralumbar area)**.
Lymphadenopathy:
She has no cervical adenopathy.
Neurological: She is alert and oriented to person, place, and time. She has normal strength. No sensory deficit. Coordination normal.
Skin: Skin is warm and dry.
Nursing note and vitals reviewed.

ED Course

Procedures
DIAGNOSTICS:
LAB:
Results for orders placed or performed during the hospital encounter of 10/04/17
PREGNANCY TEST URINE

Result	Value	Ref Range
PREG TEST	NEGATIVE	NEGATIVE

IMAGING:
Results for orders placed or performed during the hospital encounter of 10/04/17
CT HEAD WO CON

Narrative
INTERPRETATION LOCATION: St. Vincent Hospital

Head CT without contrast 10/04/2017.

Comparison: None.

Clinical indication: Headache and trauma.

Findings:
There is no pneumothorax or effusion. There is no acute hemorrhage or abnormal extra-axial fluid collection. Hemorrhagic process or mass effect is not seen within the brain. A few senescent calcifications are present. Paranasal sinuses do not show an air-fluid level. Mastoid air cells do not show fluid. Calvarium is intact.

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

IMPRESSION:
No acute intracranial abnormality.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:10:59
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:13:25

CT CERV SPINE WO CON

Narrative
INTERPRETATION LOCATION: St. Vincent Hospital

CT scan cervical spine without contrast 10/04/2017.

Comparison: None.

Clinical indication: Pain.

Findings:
Prevertebral soft tissues are normal. There is no fracture or dislocation. There are degenerative disc changes. There is cervical straightening.

IMPRESSION:
No acute osseous deformity.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:13:30
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:14:24

EMERGENCY DEPARTMENT TREATMENT & COURSE:

EMERGENCY DEPARTMENT MEDICAL DECISION MAKING: After evaluating the patient in the Emergency Department, multiple diagnoses were considered. The patient has been stabilized and no further surgical or medical management is needed in the Emergency Department.

DIAGNOSIS: The primary encounter diagnosis was Motor vehicle collision, initial encounter. Diagnoses of Closed head injury, initial encounter, Strain of neck muscle, initial encounter, and Acute right-sided low back pain without sciatica were also pertinent to this visit.

PLAN: The patient received written and verbal instructions prior to discharge. Patient indicated understanding and all questions were answered at this time. The patient should return to the ED if there are any worsening of symptoms. The patient is to follow up with Dr. Smith by appointment as soon as possible.

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

The documentation recorded by the scribe reflects the service I personally performed and the decisions made by me.

MDM

Swen J Hilander, MD
10/05/17 0106

ST NICHOLAS HOSPITAL SHEBOYGAN
3100 Superior Ave.
SHEBOYGAN, WI 53081-1948

02/12/2018

Guarantor Name & Address

Alicia A Kraemer
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Account Number:
12902948

Guarantor Number:
607969

Patient Name:	Alicia A Kraemer	Date of Birth:	06/22/1982
Account Class:	Emergency	Sex:	F
Primary Coverage:	UNITEDHEALTHCARE COMM PLAN	Admission Date:	10/4/2017
Secondary Coverage:		Discharge Date:	10/4/2017

Hospital Charges

Svc Dt	Rev Code	HCPCS Code	Procedure	Qty	Chg Amount
10/04/2017	0307	81025	HC URINE PREGNANCY TEST	1	90.00
10/04/2017	0320	72100	HC XR L-SPINE 2-3V	1	310.00
10/04/2017	0350	70450	HC CT HEAD/BRAIN W/O CONTRAST	1	1,600.00
10/04/2017	0350	72125	HC CT C-SPINE W/O CONTRAST	1	1,600.00
10/04/2017	0450	99284	HC ER LEVEL 4	1	1,525.00
			Total Charges		**5,125.00**

Hospital Payments and Adjustments

Description	Amount
UNITEDHE Payments	-181.77
UNITEDHE Adjustments	-4,943.23
Total Insurance Payments and Adjustments	**-5,125.00**

Account Balance: $0.00

INFINITY HEALTHCARE PHYSICIANS
111 E WISCONSIN AVE
MILWAUKEE WI 53202-4815
(414)290-6720

Patient:
Acct #: IHC445793
KRAEMER,ALICIA A
828 N 10TH ST APT 204
SHEBOYGAN,WI 53081

Responsible party:
KRAEMER, ALICIA A
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Srvc. Date / Modifier(s)	Procedure Description / Diagnosis Code(s)	Location	Charge	Balance	Physician
10/04/2017	99284 - LEVEL 4: EVALUATION S16.1XXA, S09.90XA, M54.5	41 - SNH	$610.00	$0.00	HILANDER, SWEN J

Payment Information
Insurance Payment (291 - UHC/AMERICHOICE/MA): 11/03/2017 of $27.26 Adjustment: $582.74

TOTAL BALANCE: $0.00
Print Date: 02/22/2018

Reproduced: Thursday, February 22, 2018 09:26:21 AM (bcobb)

P-88141
A: T-88175-WI
HPV_WI: T-87624-WI

Performing Lab Location (Unless otherwise specified):
ACL Laboratories
8901 W. Lincoln Avenue, West Allis WI 53227

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
264 - ACL	ACL LABORATORIES	Unknown	8901 W Lincoln Ave West Allis WI 53227	11/18/13 1912 - Present

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Procedure Results

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL (Order 539277859)

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL [539277859] — Result status: Final result

Impression:
CHEMODENERVATION OF MUSCLES FOR CHRONIC MIGRAINE

Department of Neurology, The Aurora Sheboygan Clinic

Patient Name: Alicia A Kraemer
Date of Birth: 6/22/1982
Referring Physician: Tuttle, Paul V, MD
Date of Study: 10/31/2017

History: 34-year-old woman with history of chronic migraine referred for evaluation and treatment of same with botulinum toxin. The procedure was explained to the patient, side effects including local discomfort and bleeding at injection sites, and possible complications including excessive muscle weakness including neck muscle weakness were explained.

PROCEDURE NOTE: 100 units of Botox A. were injected with a half-inch, 30-gauge needle into the procerus, bilateral corrugator, bilateral frontalis, bilateral temporalis, bilateral occipitalis, and bilateral upper cervical paraspinals according to the standard protocol for treatment of chronic migraine. 5 units were injected into each site with a dilution of 5 units/0.1 cc. There was no significant bleeding. The patient tolerated the procedure well and will call back in 10-14 days with an update. Return in 3-4 months for repeat injection.

Patient Demographics (continued)

920-917-2575 (Mobile) *Preferred*

Progress Notes by Paul Tuttle V, MD at 10/31/2017 7:40 PM

Author: Paul Tuttle V, MD	Service: (none)	Author Type: Physician
Filed: 11/1/2017 4:26 PM	Encounter Date: 10/31/2017 7:40 PM	Creation Time: 10/31/2017 7:40 PM
Status: Signed	Editor: Paul Tuttle V, MD (Physician)	

Return visit for this 35 year old female with headaches.

Headache Diagnosis: Chronic daily headache and intermittent migraine.
Comorbid diagnoses: Chronic pain. Anxiety and depression.
Headache Frequency: See above.
History of Analgesic Rebound: No.
Age at Onset of Headaches: Long-standing.
Current Interval Medication: Relpax. Imitrex injection prescribed 10/31/17.
Interval Medications Used Previously/Response: N/A.
Current Preventative Medication: Topamax 300 mg daily
Botox therapy: May 2015, September 2015, January, September 2016.
Preventive Medications Used Previously/Response: N/A.
Degree of Headache Control: fair
Brain Imaging: N/A.

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix	
• Anxiety and depression	
• Bipolar disorder (CMS/HCC)	
• H/O: substance abuse *Valium*	2/2012
• IBS (irritable bowel syndrome)	
• Kidney stone *H/O lithotripsy*	12/2012
• Migraine	
• Splenic artery aneurysm (CMS/HCC)	8/30/2014

Current Outpatient Prescriptions

Medication
• prochlorperazine (COMPAZINE) 25 MG suppository
• eletriptan (RELPAX) 40 MG tablet
• topiramate (TOPAMAX) 100 MG tablet
• hydroCORTisone (CORTIZONE) 2.5 % cream
• DISPENSE
• ALPRAZolam (XANAX) 0.5 MG tablet
• Buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY
• oxyCODONE/APAP (PERCOCET) 10-325 MG per tablet
• DICYCLOMINE HCL PO
• amphetamine-dextroamphetamine (ADDERALL) 15 MG tablet
• Pregabalin (LYRICA PO)

Progress Notes by Paul Tuttle V, MD at 10/31/2017 7:40 PM (continued)

- SUMAtriptan (IMITREX) 6 MG/0.5ML injection solution
- SUMAtriptan (SUMAVEL DOSEPRO) 6 MG/0.5ML jet-injector
- metroNIDAZOLE (FLAGYL) 500 MG tablet
- acyclovir (ZOVIRAX) 200 MG capsule

No current facility-administered medications for this visit.

Interval History: Return visit for this 35-year-old woman with intractable migraine headaches/chronic daily headache. Continues on topiramate, has Relpax to use as needed for migraine. Although the Relpax helps she does not always get a very rapid response. Recalls in the past that she had used Imitrex injection but she thinks she stopped using it because it was not as effective as it had been. No side effects from the topiramate. No recurrence of kidney stones. She does feel the Botox injections have decreased the frequency and severity of migraines.

Examination:

Visit Vitals

BP	113/70
Pulse	96
Ht	5' 5" (1.651 m)
Wt	54 kg
BMI	19.80 kg/m²

Well-developed, well-nourished female who is alert and oriented x 3 in no distress.

IMPRESSION: Common migraine headaches under reasonable control with her current medication regimen. She continues on topiramate. No further flareups of her kidney stones. She wonders about using Imitrex injection again for the more severe, rapid onset migraines. Has used Imitrex in the past but not in a number of years.

PLAN: I did give her prescription for Imitrex injection, also renewed her Compazine suppository. Botox injection today. Return in 3–4 months.

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Progress Notes by Paul Tuttle V, MD at 1/29/2018 3:38 PM

Author: Paul Tuttle V, MD	Service: (none)	Author Type: Physician
Filed: 2/6/2018 2:44 PM	Encounter Date: 1/29/2018 3:38 PM	Creation Time: 1/29/2018 3:38 PM
Status: Signed	Editor: Paul Tuttle V, MD (Physician)	

Return visit for this 35 year old female with headaches.

Headache Diagnosis: Chronic daily headache and intermittent migraine.
Comorbid diagnoses: Chronic pain. Anxiety and depression.
Headache Frequency: See above.

Progress Notes by Paul Tuttle V, MD at 1/29/2018 3:38 PM (continued)

History of Analgesic Rebound: No.
Age at Onset of Headaches: Long-standing.
Current Interval Medication: Relpax. Imitrex injection prescribed 10/31/17.
Interval Medications Used Previously/Response: N/A.
Current Preventative Medication: Topamax 300 mg daily
Botox therapy: May 2015, September 2015, January, September 2016.
Preventive Medications Used Previously/Response: N/A.
Degree of Headache Control: fair
Brain Imaging: N/A.

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix	
• Anxiety and depression	
• Bipolar disorder (CMS/HCC)	
• H/O: substance abuse *Valium*	2/2012
• IBS (irritable bowel syndrome)	
• Kidney stone *H/O lithotripsy*	12/2012
• Migraine	
• Splenic artery aneurysm (CMS/HCC)	8/30/2014

Current Outpatient Prescriptions

Medication:

- topiramate (TOPAMAX) 100 MG tablet
- eletriptan (RELPAX) 40 MG tablet
- SUMAtriptan (IMITREX) 6 MG/0.5ML injection solution
- prochlorperazine (COMPAZINE) 25 MG suppository
- metroNIDAZOLE (FLAGYL) 500 MG tablet
- hydroCORTisone (CORTIZONE) 2.5 % cream
- DISPENSE
- acyclovir (ZOVIRAX) 200 MG capsule
- ALPRAZolam (XANAX) 0.5 MG tablet
- Buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY
- oxyCODONE/APAP (PERCOCET) 10-325 MG per tablet
- DICYCLOMINE HCL PO
- amphetamine-dextroamphetamine (ADDERALL) 15 MG tablet
- Pregabalin (LYRICA PO)
- SUMAtriptan (SUMAVEL DOSEPRO) 6 MG/0.5ML jet-injector

No current facility-administered medications for this visit.

Interval History: Return visit for this 35-year-old woman with intractable migraine headaches/chronic daily headache. Continues on topiramate, has Relpax to use as needed for migraine. Although the Relpax helps she does not always get a very rapid response. Recalls in the past that she had used Imitrex injection but she thinks she stopped using it because it was not as effective as it had been. No side effects from the topiramate.

Progress Notes by Paul Tuttle V, MD at 1/29/2018 3:38 PM (continued)

No recurrence of kidney stones. She does feel the Botox injections have decreased the frequency and severity of migraines. She has had more frequent migraines following a motor vehicle accident in October in which she was rear ended. She says that she hit her head against the steering wheel. Continues on topiramate 300 mg at bedtime, uses Relpax as needed for migraine.

Examination:

Visit Vitals

BP	104/72
Pulse	98
Ht	5' 5" (1.651 m)
Wt	54.9 kg
BMI	20.14 kg/m²

Well-developed, well-nourished female who is alert and oriented x 3 in no distress.

IMPRESSION: Refractory migraine headaches under poor control, increased headache frequency after the motor vehicle accident with head trauma this past October.

PLAN: I would like Alicia to split the topiramate dose so that she takes 100 mg in the morning and 200 mg at night. The twice daily dosing may be more effective than taking it all at bedtime. Continue Relpax p.r.n. We will plan to proceed with a Botox injection today. Return in 3 months.

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Progress Notes by Leslie C Abitz, MD at 2/15/2018 12:07 PM

Author: Leslie C Abitz, MD	Service: (none)	Author Type: Physician
Filed: 2/15/2018 12:10 PM	Encounter Date: 2/15/2018 12:07 PM	Creation Time: 2/15/2018 12:07 PM
Status: Signed	Editor: Leslie C Abitz, MD (Physician)	

Chief Complaint

Patient presents with

- Gyn Exam

History of Present Illness:

Alicia is a 35 year old female, G1 P1 is seen today for ongoing menometrorrhagia. The patient has had intermenstrual bleeding almost constantly now for about the last 2 years. She had breakthrough bleeding on the Nexplanon and the Mirena. Now she's been bleeding with no hormones whatsoever pretty much daily. She states that sometimes the bleeding is light and sometimes its heavy. She has a history significant for having had 2 LEEP procedures. She was due for a Pap smear today therefore that was done. I have recommended now a diagnostic hysteroscopy. She originally wanted to have it done at the hospital but we have agreed that she will do it here in the office with a very thorough paracervical block as well as some IV sedation. Alisha does suffer from severe anxiety and depression.

DICTATING PHYSICIAN:

Paul V. Tuttle, M.D.
Staff Neurologist

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Procedure Results

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL (Order 561905439)

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL [561905439] — Result status: Final result

Impression:
CHEMODENERVATION OF MUSCLES FOR CHRONIC MIGRAINE

Department of Neurology, The Aurora Sheboygan Clinic

Patient Name: Alicia A Kraemer
Date of Birth: 6/22/1982
Referring Physician: Tuttle V, Paul, MD
Date of Study: 1/29/2018

History: 34-year-old woman with history of chronic migraine referred for evaluation and treatment of same with botulinum toxin. The procedure was explained to the patient, side effects including local discomfort and bleeding at injection sites, and possible complications including excessive muscle weakness including neck muscle weakness were explained.

PROCEDURE NOTE: 100 units of Botox A. were injected with a half-inch, 30-gauge needle into the procerus, bilateral corrugator, bilateral frontalis, bilateral temporalis, bilateral occipitalis, and bilateral upper cervical paraspinals according to the standard protocol for treatment of chronic migraine. 5 units were injected into each site with a dilution of 5 units/0.1 cc. There was no significant bleeding. The patient tolerated the procedure well and will call back in 10-14 days with an update. Return in 3-4 months for repeat injection.

DICTATING PHYSICIAN:

Paul V. Tuttle, M.D.
Staff Neurologist

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work)	aak143@yahoo.com

Aurora Medical Group Sheboygan Clinic

Aurora Health Care
PO BOX 091700
Milwaukee, WI 53209-8700
Ph:(800) 326-2250

Detailed Bill Date: 02/15/18

Account ID
1423391

Guarantor Name & Address
Alicia A Kraemer
828 N 10th St Apt 204
Sheboygan, WI 53081

Visit ID
156914181

Detailed Bill For

Patient Name: Kraemer, Alicia A
Account Class: Outpatient
Attending Physician: Paul Tuttle V, MD

Total Charges: 2,636.00
Service Date:
10/31/2017

Professional Charges

10/31/17		J0585	ONABOTULINUMTOXINA TYPE A PER ONE UNIT	100	1,400.00
10/31/17		64615	Chemodenervation of muscle(s) muscle(s) innervated by facial trigemina	1	996.00
10/31/17		99213	OFFICE/OUTPT VISIT	1	240.00
Total professional charges:					**2,636.00**

Professional Payments and Adjustments

MEDICAID INSURANCE PAYMENT - 11/17/17	-603.00
MEDICAID INSURANCE ADJUSTMENT - 11/17/17	-797.00
UHC COMM INSURANCE PAYMENT - 11/29/17	-124.51
UHC COMM INSURANCE ADJUSTMENT - 11/29/17	-1,111.49
Total professional payments and adjustments:	**-2,636.00**

Total Balance: 0.00

Printed by: N58674

Aurora Medical Group Sheboygan Clinic

Aurora Health Care
PO BOX 091700
Milwaukee, WI 53209-8700
Ph:(800) 326-2250

Detailed Bill Date: 02/15/18

Account ID
1423391

Guarantor Name & Address
Alicia A Kraemer
828 N 10th St Apt 204
Sheboygan, WI 53081

Visit ID
159524827

Detailed Bill For

Patient Name: Kraemer, Alicia A
Account Class: Outpatient
Attending Physician: Paul Tuttle V, MD

Total Charges: 2,742.00
Service Date:
01/29/2018

Professional Charges

01/29/18		90688	INFLUENZA QUADRIVALENT SPLIT >3 YRS VACCINE	1	30.00
01/29/18		J0585	ONABOTULINUMTOXINA TYPE A PER ONE UNIT	100	1,400.00
01/29/18		64615	Chemodenervation of muscle(s) muscle(s) innervated by facial trigemina	1	1,060.00
01/29/18		99213	OFFICE/OUTPT VISIT	1	252.00

Total professional charges: 2,742.00
Total professional payments and adjustments:

Total Balance: 2,742.00

Printed by: N58674

Property Damage

Client: Alicia Kraemer
Date of Accident: 10/4/17

$3,400.00 = NADA value of vehicle

Loss of use = $25.00 X 30 days

Loss of use = $750.00

Property damage = $3,400.00 + $750.00

Property damage = $4,150.00

Warning: Your license is expiring soon. Shop for online products

NADA Used Cars/Trucks

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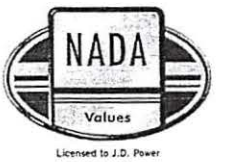

Period: January 29, 2018 **Region:** Midwest Region

VIN: 1G1ZT54895F187375 **Ref. Number:**

2005 Chevrolet Malibu Sedan 4D LS 3.5L V6

Mileage: 152,500 **Adjustment:** $0 **Base MSRP:** $21,060

Weight: 3,297

NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Low Auction*	N/A	N/A	N/A	N/A
Average Auction*	N/A	N/A	N/A	N/A
High Auction*	N/A	N/A	N/A	N/A
Rough Trade-In	$775	N/A	N/A	$775
Average Trade-In	$1,350	N/A	N/A	$1,350
Clean Trade-In	$1,825	N/A	N/A	$1,825
Clean Loan	$1,650	N/A	N/A	$1,650
Clean Retail	$3,400	N/A	N/A	$3,400

* The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size; drivetrain, and trim.

Vehicle Information

	Trade-In / Loan	Retail		Trade-In / Loan	Retail
✓ Aluminum/Alloy Wheels	N/A	N/A	☐ Power Seat	$125	$150
☐ Power Sunroof	$200	$225			

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WISCONSIN CERTIFICATE OF TITLE

Vehicle Identification Number	Year	Make			
1G1ZT54895F187375	2005	CHEVROLET			
Title Number	**Issue Date**	**Chassis Type**	**Odometer Reading**	**Odometer Status**	**Odometer Date**
06206C309006-2	07/25/2006	AUTO	26399	ACTUAL	07/18/2006
Product Number	**Body Style**	**Color**			
44693062069	4DR SEDAN	SILVER/ALUMINUM			

Titled Owner(s)

KRAEMER ALICIA A OR KRAEMER WILLIAM G
3017 ROLLING MEADOWS DR
SHEBOYGAN, WI 53083

The person, firm or corporation named on this Title is the lawful owner of the vehicle described, subject to any Security Interest (liens) shown. The order in which the Lien Holders appear on this Title does not necessarily represent their priority. The Wisconsin Department of Transportation will not be responsible for false or fraudulent odometer statements made in the assignment of the Certificate of Title or for errors in reporting mileage, brand disclosures or the history of the vehicle. The department has no actual knowledge about the history of the vehicle and makes no warranty that the title brands or mileage disclosures on prior titles have been carried forward onto this document.

1G1ZT54895F187375

Lien Holder(s)

00040250 WELLS FARGO AUTO FINANCE INC, PHOENIX

Additional Vehicle Detail

PREVIOUSLY TITLED IN: PA

SELLER: When the vehicle is sold, complete the ASSIGNMENT OF CERTIFICATE OF TITLE on the top back of this title and deliver the title to the purchaser with the vehicle. You may wish to retain a copy of this title with the purchaser's information and signature as proof of sale for your records.

PURCHASER: Apply for a new title with the Wisconsin Division of Motor Vehicles immediately. To legally operate this vehicle, you are required to register it with the Division of Motor Vehicles.

MAIL ADDRESS:
Wisconsin Department of Transportation
PO Box 7949, Madison, WI 53707-7949

5-3-2983573
T055 5/2004

QUESTIONS:
Contact the Division of Motor Vehicles at:
414-266-1140, 608-261-2563, 800-924-3570
www.dot.wisconsin.gov

KEEP IN SAFE PLACE — DO NOT KEEP IN VEHICLE

Any alteration, correction, fluid or erasure voids this title

Warning: Information contained in this document is subject to change

OP30B

October 26, 2007

Wells Fargo Auto Finance, Inc.
Customer Service, MAC #S4015-011
P.O.Box 29704 Phoenix, AZ 85038-9704

Alicia Kraemer
Wililam Kraemer
3017 Rolling Meadows Dr
Sheboygan, WI 53083

RE: Loan # 502-374-02999419001
Vehicle Desc:05 CHEVROLE MALIBU
VIN:1G1ZT54895F187375
Paid Date:October 26, 2007

Dear Alicia Kraemer & Wililam Kraemer:

Thank you for the final payment on your Wells Fargo Auto Finance account. We are pleased to inform you that as of the above date your account has been paid in full. The laws of some states require that we return a copy of your contract or note when the account is paid in full. If a copy is not enclosed, please feel free to use this letter as confirmation that your account has been paid in full. We recommand that you keep this letter with your copy of your contract or note.

We appreciate the opportunity to serve you and hope that you will consider Wells Fargo for all your present and future financial needs. If you have any questions, please contact our Customer Service Department at 1-800-55-WELLS (1-800-559-3557) (TDD: please use relay service), Monday through Friday , 8 a.m. to 8 p.m. ET and Saturday, 8 a.m. to 6 p.m. ET.

Sincerely,

Wells Fargo Auto Finance

TRAVEL REIMBURSEMENT REQUEST

NAME: Alicia Kraemer
DOA: 10/4/17

CURRENT MILEAGE RATE - $ .545 MILE

# of Trips	Miles / Trip	Dates	Providers Name	Total Miles
1	2.2/4.4	10/4/17	St. Nicholas Hospital 1601 N Taylor Drive Sheboygan, WI 53081	4.4
2	13.6/27.2	10/13/17 2/5/18	Prevea Oostburg Health Center 15 S. 10th St. Oostburg, WI	54.4
2	1.3/2.6	10/31/17 1/29/18	Aurora Sheboygan Clinic 2414 Kohler Memorial Dr. Sheboygan, WI 53081	2.6
			TOTAL MILES	**61.4**
		Total Amount Due	**at $ .545 = $**	**$33.46**

#24-17

MAY 24 '18 PM 4:27

HAUSMANN-MCNALLY, SC
ATTORNEYS AT LAW

633 WEST WISCONSIN AVENUE, SUITE 2000, MILWAUKEE, WI 53203
414-271-5300 / TOLL FREE 1-866-400-0090 / FAX 414-271-7760
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MILES G. LINDNER*
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NATASHA R. MISRA* **
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JULIE A. THEMER**
KEN A. WINJUM*** ##
MATTHEW T. WOLF++
THERESA WYBROW-ALBANO**

LICENSED IN WI*
LICENSED IN IL**
LICENSED IN IA***
LICENSED IN ND++
LICENSED IN IN#
LICENSED IN OH++
LICENSED IN NE##

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OMAHA OFFICE
(402) 537-9000
(866) 400-0090

May 22, 2018

Ms. Meredith DeBruin
City Clerk's Office
828 Center Ave., Ste. 100
Sheboygan, WI 53081

Re:	Our Client:	Alicia Kraemer
	Your Insured:	Ryan Shaw - Driver City of Sheboygan - Owner
	Date of Accident:	10/04/17

Dear Ms. DeBruin:

Enclosed please find an additional mileage calculation concerning the above-mentioned matter. As a result of this accident, our client was required to use her parent's vehicles due to the fact that the City of Sheboygan has yet to resolve the property damage of our client's vehicle. As a result of the accident, this provided quite a bit of wear and tear on her parents' vehicles and for such reasons, our client is seeking reimbursement for the wear and tear and mileage placed on these "rented" vehicles from her parents.

I kindly request that you take this into consideration and contact me upon your review to discuss settlement of the above-mentioned claim.

Sincerely,

Natasha R. Misra
Attorney at Law

NRM/dg
Enclosure
cc: Alicia Kraemer

WEAR AND TEAR/ MILEAGE REIMBURSEMENT REQUEST FOR RENTED VEHICLES

NAME: **Alicia Kraemer**
DOA: **10/4/17**

CURRENT MILEAGE RATE - $ .545 MILE

MILEAGE USED FROM OCTOBER 2017 TO MAY 2018= 3,220.00 MILES

3,220 MILES X $0.545= $1,754.90

WEAR AND TEAR/MILEAGE REIMBURSEMENT TOTALS= $1,754.90

MILEAGE USED DURING OCTOBER 2017 THRU MAY 2018

October 2017....Cherokee.....442 miles

November 2017....Cherokee..... 465 miles

December 2017.....Cherokee.....410 miles

January 2017.....Jeep..... 397 miles

February 2017.....Jeep.....276 miles

March 2917.....Jeep.....315 miles

April 2917.....Jeep.....350 miles

May 2917.....Jeep.....565 miles

CARS USED:

- Jeep Grand Cherokee, 2011
- Jeep Wrangler, 2009

VI

5.16

R. C. No. 320 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 288-17-18 by Finance and Personnel Committee and R. O. No. 252-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in; recommends referring to Finance and Personnel Committee of the new council.

Finance/Personnel
2019-2020
2.10.20 Rec'd.

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

5.13

R. C. No. 288 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 252-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019
4-8-19 refer to Finance + Personnel of new council

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

3.4

R. O. No. 252 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in.

Finance + Personnel
Finance + Personnel
& new Council

CITY CLERK

Claim 23-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Gavin Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy
Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00P

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Gavin Kraemer, a minor, residing at 828 N. 10th St., Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Gavin Kraemer, an minor resident of the City of Sheboygan, residing at 828 N. 10th St Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53227.

2. That Gavin Kraemer sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle, resulting in Mr. Shaw rear ending the vehicle Gavin Kraemer was a passenger in.

3. That a proximate cause of said injuries was the negligence of City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Gavin Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses.

5. That as a result of the aforestated incident and negligence, Alicia Kraemer, as mother of Gavin Kraemer, incurred, and will in the future continue to incur, medical expenses, and further has suffered, and will in the future suffer, the loss of society and companionship of her child Gavin Kraemer.

6. That the undersigned is one of the attorneys for Gavin Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission is permanent or expires ~~on~~ is permanent.

JAN 22 '18 PM 1:45

Claim # 23-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* MICHAEL J. RYAN
*† LINCOLN K. MURPHY
*JEREMY T. CHAVEZ
* DANIEL E. MEYLINK

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

January 16, 2018

Via Certified Mail

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Former Client: Gavin Kraemer
Accident of: October 4, 2017

Dear Ms. Richards:

Please be advised that our firm no longer represents Gavin Kraemer, with regard to the above matter. We are maintaining a lien for our attorney fees. Additionally, we are maintaining a separate lien for our costs. Prior to settlement, please call to confirm our final costs. We demand to be named on any settlement drafts.

If you have any questions please call me. Thank you.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy

Lincoln K. Murphy

LKM/to

Cc: Alicia Kraemer

Claim 23-17

APR 26 '18 PM 2:52

HAUSMANN-MCNALLY, SC

ATTORNEYS AT LAW

633 WEST WISCONSIN AVENUE, SUITE 2000, MILWAUKEE, WI 53203
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(402) 537-9000
(866) 400-0090

April 24, 2018

Ms. Meredith DeBruin
City Clerk's Office
828 Center Ave., Ste. 100
Sheboygan, WI 53081

Re:	Our Client:	Gavin Kraemer
	Your Insured:	Ryan Shaw - Driver City of Sheboygan - Owner
	Date of Accident:	10/4/17

Dear Ms. DeBruin:

Enclosed please find the following medicals/specials concerning our client for the above-entitled matter:

1. Records and bill from St. Nicholas Hospital Sheboygan in the amount of $940.00;

2. Bill from Infinity Healthcare Physicians in the amount of $390.00; and

3. Records and bill from Prevea Oostburg Health Center in the amount of $155.00.

Medicals and Specials: $1,485.00

Please be advised that these are the final medical/specials regarding the above matter. Please contact me at 1-866-400-0090 upon receipt of this letter to discuss settlement.

Sincerely,

Natasha R. Misra /s/

Natasha R. Misra
Attorney at Law

NRM/bh
Enclosures
cc: Alicia Kraemer

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Procedure Info

No data filed

Encounter Information

	Department	Encounter #	Center
10/4/2017 8:02 PM	Sns Emergency Dept	66812590	HSHS SNS

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM

Author: Swen J Hilander, MD | Service: (none) | Author Type: Physician
Filed: 10/5/2017 1:07 AM | Date of Service: 10/4/2017 8:50 PM | Creation Time: 10/4/2017 8:50 PM
Status: Addendum | Editor: Swen J Hilander, MD (Physician)
Related Notes: Original Note by Nathan G Kuttickat filed at 10/4/2017 10:43 PM

I, Nathan G Kuttickat, acting as a scribe, am personally taking down the notes in the presence of Dr. Swen J Hilander, MD. **Take no action on this note until reviewed and authenticated by the physician.**

History

Chief Complaint
Patient presents with
- Motor Vehicle Accident

HPI Comments: Gavin W Kraemer is a 8-year-old male who presents after an MVA. Around 1830 pt was in the backseat of a car, the car infront of him stopped suddenly and his car was rear ended by an ambulance into the car infront of them. Pt was in a 2005 malibu mother described as wrecked now, he was restrained in a booster and there was no airbag deployment. He has some swelling on the back of the head, which he attributes to hitting his head on a TV at home after the accident. He has no complaints from the MVA. Denies headache. No other injuries or medical issues.

Patient is a 8-year-old male presenting with **MVA**.
History provided by: **Mother and patient**
Language interpreter used: **No**
Motor Vehicle Accident
Pertinent negatives include no headaches.

Past Medical History:

Diagnosis	Date
ADD (attention deficit hyperactivity disorder, inattentive type)	
Asthma	
Dental caries	
ETD (eustachian tube dysfunction)	
Reactive airway disease	
Speech delay *in speech therapy*	

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM (continued)

Past Surgical History:

Procedure	Laterality	Date
• ADENOIDECTOMY *at the same time with Dr. Campbell*		06/07/2011
• LYMPH NODE BIOPSY *Dr. Edward Smith*		04/26/2017
• TONSILLECTOMY		
• TYMPANOSTOMY TUBE PLACEMENT		06/07/2011

Family History

Problem	Relation	Age of Onset
• mood problems [OTHER] *anxiety, bipolar issues*	Mother	
• ADD [OTHER]	Mother	
• Depression *also anxiety, ADD*	Maternal Grandmother	
• ADD [OTHER] *also anxiety*	Maternal Grandfather	

Social History

Substance Use Topics

- Smoking status: Never Smoker
- Smokeless tobacco: Never Used
- Alcohol use No

Prior to Admission medications

Medication	Sig	Start Date	End Date	Taking ?	Authorizing Provider
ALBUTEROL (2.5 MG/3ML) 0.083% nebulizer solution	USE ONE VIAL VIA NEBULIZER EVERY 4 HOURS AS NEEDED FOR WHEEZING OR SHORTNESS OF BREATH	9/7/16			Sarah Smith, MD
Masks (PEDIATRIC MEDIUM MASK) Misc	Please administer appropriate size for a 5 year old.	3/26/15			Sarah Smith, MD
Polyethylene Glycol 3350 (MIRALAX OR)	Take by mouth.				Doc Abstract
Respiratory Therapy Supplies (NEBULIZER/PEDIATRIC MASK) Kit	Please dispense with all supplies.	8/24/15			Sarah Smith, MD
Spacer/Aero-Holding Chambers Device	Use as directed.	1/30/15			Sarah Smith, MD

Allergies

Allergen	Reactions
• Amoxicillin	Nausea and Vomiting

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM (continued)

Review of Systems

Review of Systems
HENT:
Small bump on head
Neurological: Negative for headaches.
All other systems reviewed and are negative.

Physical Exam

Filed Vitals:

	10/04/17 2007
BP:	102/55
Pulse:	99
Resp:	20
Temp:	98.2 °F (36.8 °C)
TempSrc:	Oral
SpO2:	98%
Weight:	28.3 kg (62 lb 7 oz)

Physical Exam
Constitutional: He appears well-developed and well-nourished. He is active and cooperative.
HENT:
Head: Atraumatic. No signs of injury.
Right Ear: Tympanic membrane normal.
Left Ear: Tympanic membrane normal.
Nose: Nose normal.
Mouth/Throat: Mucous membranes are moist. Dentition is normal. Oropharynx is clear.
Small area of swelling on back of scalp
Eyes: Conjunctivae and EOM are normal. Pupils are equal, round, and reactive to light.
Neck: Normal range of motion.
Cardiovascular: Normal rate and regular rhythm. Pulses are palpable.
No murmur heard.
Pulmonary/Chest: Effort normal and breath sounds normal. There is normal air entry. No stridor. No respiratory distress. Air movement is not decreased. He has no wheezes. He has no rhonchi. He has no rales. He exhibits no retraction.
Abdominal: Soft. Bowel sounds are normal. He exhibits no distension and no mass. There is no tenderness. There is no rebound and no guarding.
Musculoskeletal: Normal range of motion. He exhibits no edema, tenderness, deformity or signs of injury.
Neurological: He is alert and oriented for age. He has normal strength. No cranial nerve deficit or sensory deficit. Coordination and gait normal.
Skin: Skin is warm and dry.
Nursing note and vitals reviewed.

ED Course

Procedures
DIAGNOSTICS:

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM (continued)

EMERGENCY DEPARTMENT TREATMENT & COURSE:

EMERGENCY DEPARTMENT MEDICAL DECISION MAKING: After evaluating the patient in the Emergency Department, multiple diagnoses were considered. The patient has been stabilized and no further surgical or medical management is needed in the Emergency Department.

DIAGNOSIS: The primary encounter diagnosis was Motor vehicle collision, initial encounter. A diagnosis of Contusion of scalp, initial encounter was also pertinent to this visit.

PLAN: The patient's mother received written and verbal instructions prior to discharge. Patient's mother indicated understanding and all questions were answered at this time. The patient should return to the ED if there are any worsening of symptoms. The patient is to follow up with Dr. Smith as needed.

The documentation recorded by the scribe reflects the service I personally performed and the decisions made by me.

MDM

Swen J Hilander, MD
10/05/17 0107

ST NICHOLAS HOSPITAL SHEBOYGAN
3100 Superior Ave.
SHEBOYGAN, WI 53081-1948

02/12/2018

Guarantor Name & Address

Alicia A Kraemer
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Account Number:
12902949

Guarantor Number:
607969

Patient Name:	Gavin W Kraemer	Date of Birth:	09/23/2009
Account Class:	Emergency	Sex:	M
Primary Coverage:	UNITEDHEALTHCARE COMM PLAN	Admission Date:	10/4/2017
Secondary Coverage:		Discharge Date:	10/4/2017

Hospital Charges

Svc Dt	Rev Code	HCPCS Code	Procedure	Qty	Chg Amount
10/04/2017	0450	99283	HC ER LEVEL 3	1	940.00

Hospital Payments and Adjustments

Description	Amount
UNITEDHE Payments	-59.86
UNITEDHE Adjustments	-880.14
Total Insurance Payments and Adjustments	-940.00

Account Balance: $0.00

AUG 5 '19 PM 2:12 Claim #23-17

NOTICE OF CLAIM FOR DAMAGES PURSUANT TO WIS. STAT. § 893.80

TO: CITY OF SHEBOYGAN
C/o MEREDITH DEBRUIN, CITY CLERK
828 Center Avenue
Sheboygan, WI 53081

Process Server Pat
Date 8/5/19 Time: 2:00 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

PLEASE TAKE NOTICE that on October 4, 2017, Gavin Kraemer, a minor residing with his mom, Alicia Kraemer at 828 North 10th Street, Apt. 204, Sheboygan, Wisconsin was involved in an automobile accident on 1600 Block of Erie Avenue, City and County of Sheboygan, causing him to sustain personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

LIABILITY

Liability for the injuries is claimed as follows:

The City of Sheboygan on account of its liability for the acts of its agents and employees, and particularly Ryan J. Shaw, as further set in this Claim for Damages, who was acting within the scope of his employment at the time of said accident. At time of said accident Ryan J. Shaw was driving an ambulance, owned by the City of Sheboygan, when they collided with the rear end of the motor vehicle being operated by Alicia Kraemer, in which Gavin Kraemer was a passenger.

The said accident was caused by the negligence of the City of Sheboygan, on account of its employee, Ryan J. Shaw, for

negligently operating said vehicle at and immediately prior to the time of said accident.

Said employee, Ryan J. Shaw, failed to keep proper look out, failed to manage and control the ambulance, drove inattentively, did not leave enough room to safely stop, and was negligent in properly driving said ambulance at and immediately prior to said collision.

DAMAGES

As a proximate result of the above-described negligence, Gavin Kraemer sustained personal injuries to the back, bump on the back of his head, and a concussion, causing him to incur medical bills and expenses, as well as future expenses, and pain and suffering all to his damage in the amount of:

MEDICAL BILLS TO DATE:

St. Nicholas Hospital Sheboygan	$ 940.00
Infinity Healthcare Physicians	$ 390.00
Prevea Oostburg Health Center	$ 155.00
PAST AND FUTURE PAIN AND SUFFERING:	$ 3,500.00
TOTAL CLAIM:	$ 4,985.00

WHEREFORE, Gavin Kraemer, demands FOUR THOUSAND NINE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS ($4,985.00) from said City of Sheboygan and Ryan J. Shaw.

DATED at Milwaukee, Wisconsin this 2nd day of August 2019.

BY: _____

DAVID J. BISCHMANN
SBW#: 1000754
MILES G. LINDNER
SBW#: 1023087
Attorneys for Claimant

P.O. ADDRESS:
648 North Plankinton Avenue
Suite 418
Milwaukee, WI 53203
PH:(414) 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Lindner Law LLC, on behalf of the claimant, Gavin Kraemer at 648 North Plankinton Avenue, Suite 418, Milwaukee, WI 53203 Ph. (414) 271-5300.

INFINITY HEALTHCARE PHYSICIANS
111 E WISCONSIN AVE
MILWAUKEE WI 53202-4815
(414)290-6720

Patient:
Acct #: IHC518373
KRAEMER,GAVIN W
828 N 10TH ST APT 204
SHEBOYGAN,WI 53081

Responsible party:
KRAEMER, ALICIA A
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Srvc. Date / Modifier(s)	Procedure Description / Diagnosis Code(s)	Location	Charge	Balance	Physician
10/04/2017	99283 - LEVEL 3: EVALUATION	41 - SNH	$390.00	$0.00	HILANDER, SWEN J
TJ	S00.03XA				

Payment Information
Insurance Payment (291 - UHC/AMERICHOICE/MA): 11/03/2017 of $40.95 Adjustment: $349.05

TOTAL BALANCE: $0.00
Print Date: 02/22/2018

Reproduced: Thursday, February 22, 2018 10:00:32 AM (bcobb)

Telephone Encounter by Kristine M Riley, RN at 10/12/2017 3:54 PM (continued)

Author: Kristine M Riley, RN | Service: (none) | Author Type: Registered Nurse
Filed: 10/12/2017 3:55 PM | Encounter Date: 10/12/2017 | Status: Signed
Editor: Kristine M Riley, RN (Registered Nurse)

Telephone call from mother. Mother is requesting appointment for child in follow up from motor vehicle accident with possible concussion. Appointment made for tomorrow.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
10/13/2017 2:30 PM	Sarah Smith, MD	Oos Family Practice	66994488	PRV OOSTBURG

Progress Notes by Sarah Smith, MD at 10/13/2017 2:30 PM

Author: Sarah Smith, MD | Service: (none) | Author Type: Physician
Filed: 10/13/2017 3:19 PM | Encounter Date: 10/13/2017 | Status: Signed
Editor: Sarah Smith, MD (Physician)

CC: Follow Up (MVA, 10/4/17) and Letter (school excuse for today)

HPI: Gavin W Kraemer is a 8-year-old male who presents today after hitting his head in a MVA on 10/4. According to mom, was rear-ended by an ambulance. Gavin was in a low-back booster but hit the back of his head on the seat. No LOC. Was transported by car to ER later that day. No imaging. Mom states he has a concussion and was reportedly initially irritable and not feeling well, causing him to miss a couple days of school. He is still not participating in any gym. Today Gavin denies any headaches, dizziness, n/v, vision changes, etc. Mom thinks he is back to normal.

Past Medical History:

Diagnosis	Date
• ADD (attention deficit hyperactivity disorder, inattentive type)	
• Asthma	
• Dental caries	
• ETD (eustachian tube dysfunction)	
• Reactive airway disease	
• Speech delay *in speech therapy*	

Past Surgical History:

Procedure	Laterality	Date
• ADENOIDECTOMY *at the same time with Dr. Campbell*		06/07/2011
• LYMPH NODE BIOPSY *Dr. Edward Smith*		04/26/2017

- TONSILLECTOMY
- TYMPANOSTOMY TUBE PLACEMENT 06/07/2011

Current Outpatient Prescriptions on File Prior to Visit

Medication	Sig	Dispense	Refill
• ALBUTEROL (2.5 MG/3ML) 0.083% nebulizer solution	USE ONE VIAL VIA NEBULIZER EVERY 4 HOURS AS NEEDED FOR WHEEZING OR SHORTNESS OF BREATH	1350 mL	0
• Masks (PEDIATRIC MEDIUM MASK) Misc	Please administer appropriate size for a 5 year old.	1 each	0
• Polyethylene Glycol 3350 (MIRALAX OR)	Take by mouth.		
• Respiratory Therapy Supplies (NEBULIZER/PEDIATRIC MASK) Kit	Please dispense with all supplies.	1 kit	0
• Spacer/Aero-Holding Chambers Device	Use as directed.	1 Device	0

No current facility-administered medications on file prior to visit.

Allergies

Allergen	Reactions
• Amoxicillin	Nausea and Vomiting

REVIEW OF SYSTEMS:
See hpi.

Physical Exam-
Filed Vitals:

	10/13/17 1433
BP:	94/62
Pulse:	85
Temp:	96.4 °F (35.8 °C)
TempSrc:	Tympanic
SpO2:	98%
Weight:	28.1 kg (62 lb)

GEN- Appears well and in no apparent distress. Alert and oriented to person, place and self.
HEENT- Normocephalic, atraumatic, moist mucous membranes.
Neck- No lymphadenopathy or thyromegaly. No contusion/lacerations seen.
BACK- A tiny abrasion seen on the right mid spine and a tiny contusion seen on left upper back.
NEURO- CNs 2-12 intact bilaterally and moving all extremities equally.

A/P:
1. H/o mild head trauma and possible concussion after MVA 9 days ago- Doing well now. School excuse written for days he missed. Can go back to gym class.

PREVEA
health

October 11, 2017

Gavin W Kraemer
828 N 10th St Apt 204
Sheboygan WI 53081

Gavin W Kraemer was involved in a car accident on 10/4/2017. Please excuse him from physical activity/gym class from 10/4/2017 - 10/13/2017.

RACHEL RAUTMANN, NP
FAMILY PRACTICE

PREVEA
health

October 13, 2017

Gavin W Kraemer
828 N 10th St Apt 204
Sheboygan WI 53081

Gavin W Kraemer is presently under my care and treatment and is able to return to gym until/on 10/16/17.

Currently no restrictions

Sarah Smith MD

SARAH SMITH, MD
FAMILY PRACTICE

Visit Summary (Visit 172)

Visit Balances

Tot Chg	Tot Db Adj	Ins Pmt	Ins Adj	Self Pmt	Self Adj	Balance	Ins Bal	Self Bal
155.00	0.00	32.63	122.37	0.00	0.00	0.00	0.00	0.00

Visit Information

Patient:	Gavin W Kraemer [55101799]	Encounter form #:	12365445
Service date:	10/13/17	Provider:	Sarah Smith, MD
Location:	OOSTBURG	Referring provider:	
Place of service:	OOSTBURG (11-11)	Billing provider:	Sarah Smith, MD
Department:	OOS FAMILY PRACTICE		
Injury date:	10/4/17		
Diagnosis:	1) S06.0X0A - Concussion without loss of consciousness, initial encounter [Active]		
Alternate Diagnosis:			

Activity History (Visit 172)

Show Detail

Posted: 10/16/17

Charges

	Tx #	Svc Date	Procedure	#	Diagnosis	C	Charge	Insurance	Due
⊞	538	10/13/17	99213 (CPT®) OFFICE/OUTPT TJ	1	1	Y	155.00	0.00	0.00

Posted: 10/17/17

Claims

	Payor	Invoice	Form
	UNITEDHEALTHCARE COMM PLA	A164679720	Elec PREVEA WI EDS 5

Posted: 11/7/17

Payments and Credit Adjustments

	Tx #	Svc Date	Procedure	Payor	Amount	Balance
⊞	543	11/6/17	200006 INSU PAYMENT	UNITEDHEALTH	32.63	
⊞	544	11/6/17	200021 W/O MA HMO F	UNITEDHEALTH	122.37	

Actions Performed

	Action	Payor	Performed on Tx	Amount
	Not Allowed Adjustment		538	122.37

Action History (Visit 172)

Action Date	Action	Pmt Payor	Adj Code	Tx #	Amount	User
11/7/17	Not Allowed Adjustment	No payor on pmt	W/O MA HMO FEE	538	122.37	2581-MOMMAERT PENNY

Remittance Code: 45 (Mapped to: 45-OVER CONTRACTED FEE ARRANGEMENT. Selected: 45-OVER CONTRACTED FEE ARRANGEMENT.)

Claim History (Visit 172)

Filed	Resubmit	Payor	Plan	Ins	Amount	Payment Date	Pay/Adj Amt
10/17/17		UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Y	155.00	11/7/17	155.00

Visit 172 Coverages

Hide All Details View Visit Coverages Show Unused Coverages Show Default Coverages

Visit Coverages

F/O	Payor	Plan	Effective Dates
⊟ ⇨ 1	UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Effective from 1/1/2013

VI

5.20

R. C. No. 324 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 219-18-19 by City Clerk submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

10-14 hold
10-28 hold.

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. 219 - 18 - 19. By CITY CLERK. February 18, 2019.

Submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle.

Finance/
Personnel

4-8-19 refer to Finance+
Personnel & new council.

CITY CLERK

P1

28-18 MKC 2-4-19

FEB 4'19 AM11:28

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 512929
Los Angeles, Ca 90051
Phone: (877)818-0139
Fax: (888) 781-6947

1/24/2019 3:32:00 PM
Certified Mail 91 7199 9991 7039 2592 9059 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVE
SHEBOYGAN, WI 53081

Your Client: FRITSCH, CHASE
Your Claim Number:N/A
Our Insured:BARTHEL, PHYLLIS
Our Claim Number:18-4076332
Amount Subject to Reimbursement:1,900.88
Amount of Insured's Deductible: 250.00

IN ADDITION, THERE IS OUT OF POCKET RENTAL
FOR $21.00. PLEASE REIMBURSE OUR INSURED DIRECTLY
****

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.
Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss:10-22-18 AT 8:58 AM

Description of Loss: Our named insured's 2015 Volkswagen Passat was stopped in the left turn lane on South Business Dr., when a City of Sheboygan 2005 Dodge Ram 2500, plate number 68252, was traveling in the right lane on South Business Dr. and the trailer of the vehicle struck and damaged our insured's vehicle while passing. The driver, Chase Fritsch, is the proximate cause pf this accident due to failure to maintain control of vehicle.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "BARTHEL, PHYLLIS", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.
All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.

Christopher Woolfolk
Subrogation Representative
Artisan and Truckers Casualty Company
Tel. 440-910-5505
Fax. 888-781-6947
Christopher_woolfolk@progressive.com

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number:	776372410	**Total Amount:**	$936.67
EFT Trace Number:	713352966	**Invoice Number:**	54344645
Pay to the Order of:	JOE VAN HORN CHEVEROLET INC		
Mailing Address:	3008 EASTERN AVE PO BOX 238 PLYMOUTH, WI 53073 USA		
In Payment Of:	Progressive Invoice Number: 54344645		

Reviewed Summary

Issuing Rep:	A091592	**Approved By:**	
Issue Date:	01-03-19	**Review Date:**	
Last Updated Rep:	A091592	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	01-04-19
Stop Date:			

Exposure Detail: COLL

Party Name:	BARTHEL, PHYLLIS T	**Amount Paid:**	$936.67
Property Description:	15 VOLKSWAGEN PASSAT	**Deductible Taken:**	$250.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number:	776374477	**Total Amount:**	$714.21
EFT Trace Number:		**Invoice Number:**	54434014
Pay to the Order of:	ENTERPRISE RENT A CAR CO		
Mailing Address:	ENTERPRISE RENT-A-CAR 3060 S BUSINESS DR SHEBOYGAN, WI 53081- USA		
In Payment Of:	Progressive Invoice Number: 54434014		

Reviewed Summary

Issuing Rep:	A094109	**Approved By:**	
Issue Date:		**Review Date:**	
Last Updated Rep:	A094109	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	No
Stop Date:			

Exposure Detail: RENTAL

Party Name:	BARTHEL, PHYLLIS T	**Amount Paid:**	$714.21
Property Description:	15 VOLKSWAGEN PASSAT	**Deductible Taken:**	$0.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$714.21

ARMS PROGRESSIVE

Rental Company: ENTERPRISE RENT-A-CAR
Invoice: D071042-4481
Alternate Invoice Number: 4C4CWV

Bill To: PRO4443
PROGRESSIVE
ATTN: KYLE HEMPHILL
5202 Eastpark Blvd
MADISON, WI 53178

RENTER INFORMATION:
Renter: BARTHEL, PHYLLIS

RENTAL INFORMATION:
Rental Branch Location:
ENTERPRISE RENT-A-CAR (4481)
3060 S BUSINESS DR
SHEBOYGAN, WI 530816521
(920) 458-1414

ADDITIONAL CLAIM INFORMATION:
Claim Number :18-4076332
Claim Type: Insured
Vehicle Condition: Driveable
Date Of Loss:
Insured Name:
Owner's Vehicle: 2015 VOLKSWAGEN
Additional Driver:

Repair Facility:
VAN HORN B/S PLYMOUTH
PLYMOUTH, WI 53073
(920) 892-5557

RENTAL DETAIL:

Rental Period: 12/17/18 to 1/3/19 (18 days)
Billed Period: 12/17/18 to 1/3/19 (18 days)

Products and Services	Rate	Amount
18 TIME & DISTANCE	37.00	$666.00
1 DW	19.99	$19.99
1 REFUELING CHARGE	0.00	$0.00
18 YOUNG RENTER FEE	0.00	$0.00
1 MISCELLANEOUS REFUND	(0.09)	($0.09)
Taxes and Surcharges		
18 TITLE AND REGISTRATION FEES	0.61	$10.98
1 SALES TAX	5.50%	$38.33
	Total Charges:	$735.21
	Less Amount Received:	$21.00
	Total Amount Due:	**$714.21**

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
12/17/18 11:25 AM	2019	DODG	GCAR	2C4RDGCG2KR510694	13813	13840	27	$37.00
12/18/18 9:30 AM	2018	FORD	FUSH	3FA6P0LU2JR207095	23000	23150	150	$37.00

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR
P.O. BOX 840086
KANSAS CITY, MO 64184-0086
Federal ID: 43-0724835

Total Charges: $735.21
Less Amount Received: $21.00
Total Amount Due..... **$714.21**

Please include on your check:
Invoice: D071042-4481

Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Artisan and Truckers Casualty Co

Damage Assessed By: JON SALTE
Appraised For: JAMES TINDELL
(262) 328-4164
Classification:

Type of Loss: Auto
Date of Loss: 10/22/2018
Deductible: 250.00
Claim Number: 18-4076332-01

Insured: PHYLLIS BARTHEL
Owner: PHYLLIS BARTHEL
Address: 495 SUNSET MAPLE, SHEBOYGAN FALLS, WI 53085
Telephone: Home Phone: (920) 467-9091
Contact Phone: (262) 960-8883

Mitchell Service: 911103

Description: 2015 Volkswagen Passat SEL Premium
Body Style: 4D Sed
Drive Train: 2.0L Turbo Inj 4 Cyl Dsl 6A FWD
VIN: 1VWCV7A36FC026610
Mileage: 20,229
OEM/ALT: A
Search Code: NORTHEAST1
Color: GRAY
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
LEATHER SEAT, POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT
ANTI-THEFT SYSTEM, NAVIGATION SYSTEM, AUXILIARY INPUT
BLUETOOTH WIRELESS CONNECTIVITY, HARD DRIVE, HD RADIO, LEATHER STEERING WHEEL
SATELLITE RADIO, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, SUNROOF/MOONROOF
GENUINE WOOD TRIM, AUTO AIR CONDITION, TRIP COMPUTER, FIRST ROW BUCKET SEAT
TELEMATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS, FRONT HEATED SEATS
FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Lamps			
1	101147	BDY	CHECK/ADJUST	Headlamps			0.4
2	101150	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.6 #
3		BDY	REMOVE/INSTALL	Grille Assy			0.3
				Front Fender			
4	101290	BDY	REPAIR	R Fender Panel	Existing		2.0* #
5		REF	REFINISH	R Fender Outside		C	2.0
6	102279	BDY	REMOVE/INSTALL	R Fender Liner	Existing		0.4 r
				Windshield			
7	100057	GLS	REPAIR	W/Shield Glass	Existing		0.3* #
8				rope			
				Cowl & Dash			
9	103768	BDY	REMOVE/INSTALL	R Cowl/Dash Seal	Existing		0.1 #r
				Front Door			
10	102384	BDY	REMOVE/REPLACE	R Frt Door Mirror Housing	Recycled	220.00	0.6 #
11		BDY	REMOVE/INSTALL	R Frt Door Trim Panel			0.6
12				Price Includes Markup			
13	102359	BDY	REMOVE/REPLACE	R Frt Door Mirror Glass	Recycled	INC*	INC #
14	102363	BDY	REMOVE/REPLACE	R Frt Door Mirror Cover	Recycled	INC*	INC #
15		REF	REFINISH	R Frt Mirror Cover		C	0.5

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01
Mitchell Data Version: OEM: OCT_18_V1207
MAPP:OCT_18_V1209
Software Version: 7.1.232

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Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

				Side Body				
16	100534	REF	REFINISH	R Hinge Pillar			C	1.0
17	101764	BDY	REPAIR	R Side Body Panel Assembly -S	Existing			2.0* #
				Additional Operations				
18		REF	ADD'L OPR	Clear Coat				1.1
				Additional Costs & Materials				
19			ADD'L COST	Paint/Materials		186.20 *		
20			ADD'L COST	Hazardous Waste Disposal		3.00 *		
				Special/Manual Entry				
21	900500	REF *	REFINISH/REPAIR	COVER CAR FOR OVERSPRAY	Sublet	8.00 *		0.0*
22	900500	REF *	REFINISH/REPAIR	CORROSION PROTECTION	Sublet	0.00 *		0.3*

*** - Judgment Item**
 # - Labor Note Applies
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

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Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Recycler Information Section:

LKQ Smart Parts
N4079 Highway E
Hustisford WI 53034
800-349-5850 option 2;

10 2012 Side View Mirror VNA 220.00
Part Number: ~180385718 / RECY
Description:LKQ Quote #: 292626796 Desc: Side View Mirror POWER; W/O MEMORY; R. Stock Number: $EH765-319 Cond: A Year:

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition).
If you are unsure, please contact the automotive recycler.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	7.0	58.00	0.00	0.00	406.00	T
Refinish	4.9	58.00	0.00	8.00	292.20	T
Glass	0.3	58.00	0.00	0.00	17.40	T
Taxable Labor					715.60	
Labor Tax		@	5.500 %		39.36	
Labor Summary	12.2				754.96	

II. Part Replacement Summary			Amount
Taxable Parts			220.00
Sales Tax	@	5.500%	12.10
Total Replacement Parts Amount			232.10

III. Additional Costs			Amount
Taxable Costs			189.20
Sales Tax	@	5.500%	10.41
Total Additional Costs			199.61

Paint Material Method: Rates
Init Rate = 38.00

IV. Adjustments	Amount
Insurance Deductible	250.00-
Customer Responsibility	250.00-

I.	Total Labor:	754.96
II.	Total Replacement Parts:	232.10
III.	Total Additional Costs:	199.61
	Gross Total:	1,186.67
IV.	Total Adjustments:	250.00-
	Net Total:	936.67

Point(s) of Impact
2 Right Front Side (P)

Insurance Co: PROGRESSIVE

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01
Mitchell Data Version: OEM: OCT_18_V1207
MAPP:OCT_18_V1209
Software Version: 7.1.232
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Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Inspection Site: Van Horn Collision Center (NW)
Address: 3008 Eastern Avenue
(NW-TINDELL)
Plymouth, WI 53073
(920) 893-6361
Inspection Date: 12/18/2018

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.
A/M Certified: This refers to a new, certified non-original equipment

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manufacturer replacement part.
A/M: This refers to a new, non-original equipment manufacturer replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	12/18/2018 07:49:04 AM
Estimate Started:	12/18/2018 01:02:48 PM
Estimate Printed:	12/18/2018 01:12:15 PM
Estimate Committed:	12/18/2018 01:19:39 PM
Estimate Uploaded:	12/18/2018 01:20:11 PM

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Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L09KMM3C

PK2011

POLICE # C18-21473

ACCIDENT #

GENERAL INFORMATION

☐ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L09KMM3C	Document Override Number:
Agency Accident Number:		Police Number: C18-21473		
4 - Accident Date: 10/22/2018	5 - Time of Accident (Military Time): 0858	6 - Total Units: 2	7 - Total Injured: 0	8 - Total Killed: 0
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY		11 - Accident Location: INTERSECTION	
14 - On Hwy No.	14 - On Street Name: S 14TH ST	14 - Bus/Frnt/Rmp	15 - Est. Dist / Ft/Mi	15 - Hwy. Dir
16 - Fr/At Hwy No.	16 - From/At Street Name: BROADWAY	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude: 43.735796618330	13 - Longitude: -87.72299890253	
80 - First Harmful Event: MOTOR VEHICLE IN TRANSPORT		93 - Manner of Collision: SIDESWIPE. SAME DIRECTION		
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: LEVEL/FLAT	Surface Type: CONCRETE - 1	
115 - Traffic Way: DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER				
117 - Relation To Roadway: ON-ROADWAY				
114 - Light Condition: DAYLIGHT	116 - Road Surface Condition: DRY	118 - Weather: CLEAR		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☐ Photos Taken	9 ☐ Trailer or Towed
9 ☐ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged	
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel: SOUTH	24 - Speed Limit: 30
36 - Operating as Classified: D	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle		
29 - Driver's License Number: F6321109224601	30 - State: WI	31 - Expiration Year: 2019	34 - On Duty Accident: F	
25 - Operator/Pedestrian Last Name: FRITSCH	25 - First Name: CHASE	25 - Middle Initial: JAMES	25 - Suffix	
32 - Date Of Birth: 07/06/1992	33 - Sex: M			
26 - Address Street & Number: 2210 PLEASANT AVE		26 - PO Box		
27 - City: NEW HOLSTEIN	27 - State: WI	27 - Zip Code: 53061	28 - Telephone Number: 920-286-3338	
39 - Seat Position: FRONT-SEAT-LEFT	40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport	
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action		
119 - What Driver Was Doing: GOING-STRAIGHT	120 - Traffic Control: TRAFFIC-SIGNAL-OPERATING		62 - No. of Citations Issued: 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors: NOT-APPLICABLE				
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test: TEST-NOT-GIVEN		

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 G7L09KMM3C

PK2011

91 - Drugs Reported	
124 - Highway Factors	

Vehicle

VEHICLE 01

21 - Unit Type: TRUCK			Vehicle Type: PICKUP/UTILITY-TRUCK		22 - Total Occupants: 1
56 - License Plate Number: 68252	57 - Plate Type: LTK	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: 3D7KS26D05G800038	
50 - Year: 2005	51 - Make: DODG	52 - Model: RAM 2500 S	53 - Body Style: PK	54 - Color: BLU	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage: NO DAMAGE					
95 - Extent Of Damage: NONE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By: OPERATOR		
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name: SHEBOYGAN CITY				
47 - Address Street & Number: 828 CENTER AVE		47 - PO Box		
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number: 920-459-3327	

Insurance

INS 01

63 - Liability Insurance Company: CITY OF SHEBOYGAN		60 ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name	
61 - Policy Holder Company: SHEBOYGAN CITY		

School Bus

BUS 01

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel: SOUTH	24 - Speed Limit: 30
36 - Operating as Classified: D	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle		
29 - Driver's License Number: B6346783559500	30 - State: WI	31 - Expiration Year: 2026	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name: BARTHEL	25 - First Name: PHYLLIS	25 - Middle Initial: T	25 - Suffix	
32 - Date Of Birth: 03/15/1935	33 - Sex: F			
26 - Address Street & Number: 495 SUNSET MAPLE		26 - PO Box		

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 G7L09KMM3C

PK2011

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
MAKING-LEFT-TURN	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors
NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 02

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
WKN0M0R	AUT	WI		1VWCV7A36FC026610

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2015	VOLK	PASSAT SEL	4D	GRY	

94 - Vehicle Damage
FRONT PASSENGER SIDE

95 - Extent Of Damage	96	97 - Vehicle Removed By
MINOR	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 02

45
☒ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
BARTHEL	PHYLLIS	T		03/15/1935

46 - Company Name

47 - Address Street & Number	47 - PO Box
495 SUNSET MAPLE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

Insurance

INS 02

63 - Liability Insurance Company	60
PROGRESSIVE CASUALTY INS CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
BARTHEL	PHYLLIS

61 - Policy Holder Company

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 G7L09KMM3C

PK2011

School Bus

BUS 02

Bus Travelling to/from ◯ To ◯ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

UNIT 2 WAS SOUTHBOUND ON SOUTH BUSINESS DRIVE STOPPED IN THE LEFT TURN LANE ANTICIPATING A TURN ONTO BROADWAY AVE. UNIT 1 WAS TRAVELING SOUTHBOUND ON SOUTH BUSINESS DRIVE IN THE LANE NEXT TO UNIT 2 TOWING A TRAILER. UNIT 1 TRAVELED SOUTHBOUND ON SOUTH BUSINESS DRIVE, WHEN THE DRIVER SIDE REAR OF THE TRAILER STRUCK THE PASSENGER SIDE MIRROR OF UNIT 2. MINOR DAMAGE TO BOTH UNIT 1 AND UNIT 2. NO INJURIES REPORTED. 461

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
KEGLER	JEREMY	M	461

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3333

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
10/22/2018	0903	0907	10/22/2018

Agency Accident Number	Police Number	19 - Special Study
	C18-21473	

18 - Agency Space
C11

VI

5.30

R. C. No. 334 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 176-18-19 by City Clerk submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

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

3.4

R. O. No. 176 - 18 - 19. By CITY CLERK. November 19, 2018.

Submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018.

Finance + Personnel
4-8-19 Left to Finance + Personnel of new council.

CITY CLERK

Rec'd 11-5-18 10:43 A.M.

DATE RECEIVED 11-5-18 RECEIVED BY MKC

CLAIM NO. 19-18

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: Phyllis T. Barthel
2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls WI 53085
3. Home phone number: 920-467-9091
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 10/22/2018
6. Where did damage or injury occur? (give full description) Business Dr. (So. 14th St.) So. 14th St +
7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: See Police Report +
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Truck too far over
   (b) Claimant's statement of basis for such liability: " "

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

See Police Report

11. Name and address of any other person injured: None

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

Auto:	$	759.00
Property:	$	
Personal injury:	$	
Other: (Specify below	$	38.64 Tax
TOTAL	$	797.64

Corrected 11/2/18 $ 1567.38

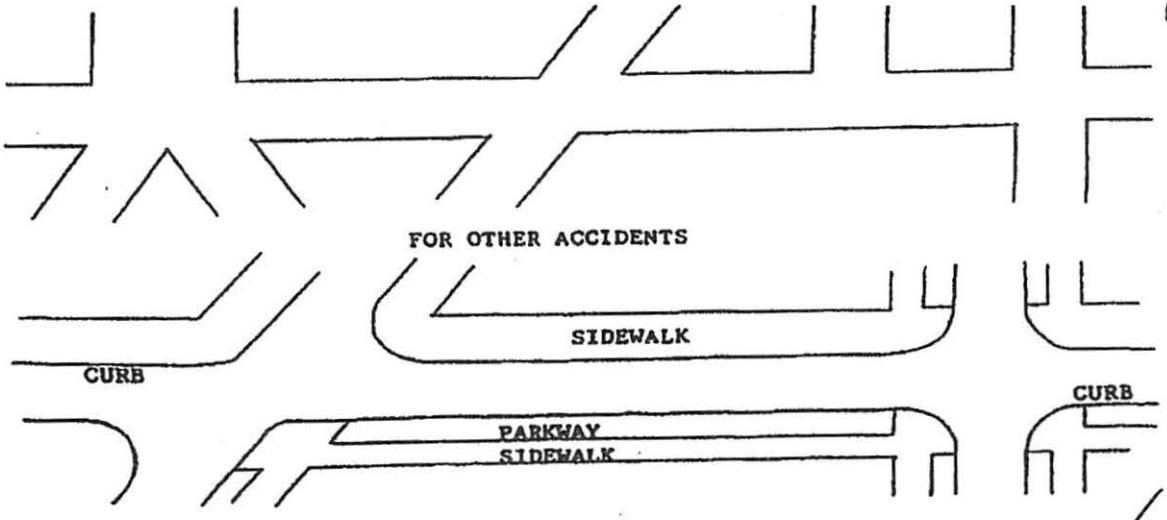
Damaged vehicle (if applicable)

Make: VW Model: Passat Year: 2015 Mileage:

Names and addresses of witnesses, doctors and hospitals: See Police Report

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

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



SIGNATURE OF CLAIMANT Phyllis Bonthek DATE 11/01/2018

DATE RECEIVED 11-5-18 RECEIVED BY NKC

CLAIM NO. 19-18

CLAIM

Claimant's Name: Phyllis T. Barthel

Claimant's Address: 495 Sunset Maple
Sheboygan Falls, WI 53085

Claimant's Phone No. 920-467-9091

Auto	$ 1567.38
Property	$ —
Personal Injury	$ —
Other (Specify below)	$ —
TOTAL	$ 1567.38

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 $ 1567.38.

SIGNED Phyllis Barthel DATE: 11-6-18

ADDRESS: 495 Sunset Maple S. Falls, Wis

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Wisconsin Motor Vehicle Accident Report

G7L09KMM3C

MV4000e 01/2005

PK2011

POLICE # C18-21473

ACCIDENT #

GENERAL INFORMATION

☐ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L09KMM3C	Document Override Number:
Agency Accident Number:		Police Number: C18-21473		

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
10/22/2018	0858	2	0	0

2 - County	3 - Municipality	11 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 61, CITY	INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Frnt/Rmp	15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
	S 14TH ST				

16 - Fr/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	BROADWAY	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
		43.735796618330	-87.72299890253

80 - First Harmful Event	93 - Manner of Collision
MOTOR VEHICLE IN TRANSPORT	SIDESWIPE. SAME DIRECTION

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
NO CONTROL	STRAIGHT	LEVEL/FLAT	CONCRETE - 1

115 - Traffic Way: DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	DRY	CLEAR

9	9	9	9	9
☐ Hit and Run	☐ Government Property	☐ Fire	☐ Photos Taken	☐ Trailer or Towed

9	9	9	9
☐ Truck, Bus, or Hazardous Materials	☐ Load Spillage	☐ Construction Zone	☐ Names Exchanged

101	102	103	79 - E M S Number
☐ Supplemental Reports	☐ Witness Statements	☐ Measurements Taken	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	30

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
F6321109224601	WI	2019	F

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
FRITSCH	CHASE	JAMES	

32 - Date Of Birth	33 - Sex
07/06/1992	M

26 - Address Street & Number	26 - PO Box
2210 PLEASANT AVE	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
NEW HOLSTEIN	WI	53061	920-286-3338

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
GOING-STRAIGHT	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	PICKUP/UTILITY-TRUCK	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
68252	LTK	WI		3D7KS26D05G800038

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2005	DODG	RAM 2500 S	PK	BLU	

94 - Vehicle Damage: **NO DAMAGE**

95 - Extent Of Damage	96	97 - Vehicle Removed By
NONE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors: **NOT-APPLICABLE**

Vehicle Owner

VEH OWNER 01

45 ☐ **Vehicle Owner Same As Operator**

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name: **SHEBOYGAN CITY**

47 - Address Street & Number	47 - PO Box
828 CENTER AVE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3327

Insurance

INS 01

63 - Liability Insurance Company	60
CITY OF SHEBOYGAN	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company: **SHEBOYGAN CITY**

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With:

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	30

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
B6346783559500	WI	2026	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
BARTHEL	PHYLLIS	T	

32 - Date Of Birth	33 - Sex
03/15/1935	F

26 - Address Street & Number	26 - PO Box
495 SUNSET MAPLE	

PK2011

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

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NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
MAKING-LEFT-TURN	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors
NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 02

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
WKN0M0R	AUT	WI		1VWCV7A36FC026610

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2015	VOLK	PASSAT SEL	4D	GRY	

94 - Vehicle Damage
FRONT PASSENGER SIDE

95 - Extent Of Damage	96	97 - Vehicle Removed By
MINOR	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 02

45 ☒ Vehicle Owner Same As Operator

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BARTHEL	PHYLLIS	T		03/15/1935

46 - Company Name

47 - Address Street & Number	47 - PO Box
495 SUNSET MAPLE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

Insurance

INS 02

63 - Liability Insurance Company	60
PROGRESSIVE CASUALTY INS CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
BARTHEL	PHYLLIS

61 - Policy Holder Company

School Bus

BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

UNIT 2 WAS SOUTHBOUND ON SOUTH BUSINESS DRIVE STOPPED IN THE LEFT TURN LANE ANTICIPATING A TURN ONTO BROADWAY AVE. UNIT 1 WAS TRAVELING SOUTHBOUND ON SOUTH BUSINESS DRIVE IN THE LANE NEXT TO UNIT 2 TOWING A TRAILER. UNIT 1 TRAVELED SOUTHBOUND ON SOUTH BUSINESS DRIVE, WHEN THE DRIVER SIDE REAR OF THE TRAILER STRUCK THE PASSENGER SIDE MIRROR OF UNIT 2. MINOR DAMAGE TO BOTH UNIT 1 AND UNIT 2. NO INJURIES REPORTED. 461

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
KEGLER	**JEREMY**	**M**	**461**

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	**SHEBOYGAN POLICE DEPARTMENT**

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	**WI**	**53081**	**920-459-3333**

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
10/22/2018	**0903**	**0907**	**10/22/2018**

Agency Accident Number	Police Number	19 - Special Study
	C18-21473	

18 - Agency Space
C11

Van Horn Collision Center
Please send all payments to: P.O. Box 298, Plymouth, WI 53073
3512 Wilgus Road
Sheboygan, WI 53082

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

11/02/2018 01:55 PM

Owner

Owner: PHYLLIS BARTHEL
Address: 495 SUNSET MAPLE
City State Zip: Sheboygan Falls, WI 53085
Work/Day: (920)467-9091
FAX:

Inspection

Inspection Date: 11/02/2018 01:49 PM
Primary Impact: Right Side
Driveable: Yes
Inspection Type:
Secondary Impact:
Rental Assisted:

Appraiser Name: CRYSTAL JUHASZ
Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: PO BOX 298
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2015 Volkswagen Passat 1.8T SEL Premium 4 DR Sedan
4cyl Gasoline Turbo 1.8
Automatic Tiptronic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: URANOGRAU
Ext. Refinish: Two-Stage
Ext. Paint Code: 5K,I7F
VIN: 1VWCV7A36FC026610
Mileage: 19,759
Mileage Type: Actual
Code: 61763B
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Auxiliary Audio Input
Center Console
Daytime Running Lights
Dual Airbags
Dual Zone Auto A/C
Electronic Compass
Floor Mats
2nd Row Head Airbags
Aluminum/Alloy Wheels
Auto Headlamp Control
Bodyside Moldings
Compact Spare Tire
Digital Clock
Dual Power Seats
Elect. Stability Control
Emergency S.O.S. System
Fog Lights
AM/FM CD Player
Amplifier
Automatic Dimming Mirror
Carpeting
Cruise Control
Driver Seat Memory
Dual Pwr Lumbar Supports
Electric Steering
Ext Mirror Turn Signals
Garage Door Opener

Halogen Headlights	Head Airbags	Heated Front Seats
Heated Power Mirrors	Heated W/S Wiper Washers	High Definition Radio
IPOD Control	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Mirror(s) Memory
Navigation System	Overhead Console	Perimeter Alarm System
Power Brakes	Power Door Locks	Power Moonroof
Power Windows	Pwr Accessory Outlet(s)	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Remote Starter	Side Airbags	SiriusXM Satellite Radio
Split Folding Rear Seat	Sport Seats	Strg Wheel Radio Control
Subwoofer	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
USB Audio Input(s)	Vehicle Tracking Service	Wireless Audio Streaming
Wireless Phone Connect	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1		133		Lamp,Side Marker RT	Replace OEM	INC				SM
2	E	256		Glass,Mirror Outer R/C RT	561857522R	$98.33			INC	SM
3	E	171		Housing,Mirror Outer RT	561857508BC9B9	$366.67			0.9	SM
4	E	260		Cover,Frt Door Mirror RT	3C8857538GRU	$116.67			0.1	SM
5	L	260		Cover,Frt Door Mirror RT	Refinish				0.4	RF
					0.3 Surface					
					0.1 Two-stage					
Quarter And Rocker Panel										
6	IT	157	07	Pillar,Hinge RT	Partial Repair				1.5*	SM
7	L	157	13	Pillar,Hinge RT	Refinish				1.8	RF
					1.0 Surface					
					0.6 Two-stage setup					
					0.2 Two-stage					
8	I	182	07	Panel,Bodyside Front RT	Repair					SM
9	L	182		Panel,Bodyside Front RT	Refinish				4.8	RF
					4.0 Surface					
					0.8 Two-stage					
Manual Entries										
10	EC	M14		Corrosion Protection	Replace Economy	$10.00*			0.2*	SM
11	EC	M17		Cover Car Exterior	Replace Economy	$6.00*			0.2*	RF
12	L	M60		Hazardous Waste Removal	Refinish	$6.00*				SM

12 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$581.67	
Other Parts		$22.00	
Paint & Materials	7.2 Hours @ $40.00	$288.00	
Parts & Material Total			$891.67

Tax on Parts & Material		@ 5.500%			$49.04

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$60.00	1.2	1.5	2.7	$162.00
Mech/Elec (ME)	$110.00				
Frame (FR)	$70.00				
Refinish (RF)	$60.00	7.2		7.2	$432.00

Labor Total		9.9 Hours	$594.00
Tax on Labor	@ 5.500%	$32.67	
Gross Total			**$1,567.38**
Net Total			**$1,567.38**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
Rate Name Default

Audatex Estimating 8.0.642 Update 3 ES 11/02/2018 01:59 PM REL 8.0.642 Update 3 DT 10/01/2018 DB 11/01/2018
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1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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

Audatex a Solera company

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Solera

Estimate #1

Van Horn
Family Born. Employee Owned.

Van Horn Volkswagen of Sheboygan
5515 Racetrack Rd.
Sheboygan, WI 53081
Phone: (920) 457-8844

PICKING TICKET

TERMS: Parts returned for credit must be accompanied by invoice and subject to 20% restocking charge.

DISCLAIMER OF WARRANTIES: All warranties on the products sold hereby are those made by the manufacturer. The seller, VAN HORN VOLKSWAGEN OF SHEBOYGAN, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and VAN HORN VOLKSWAGEN OF SHEBOYGAN, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale. A Service Charge of 1-1/2% per month (A.P.R. - 18%) will be made on all accounts 30 days past due. Title to the property herein described, and any additions or substitutions, shall remain in the seller's name until paid in full and the purchaser agrees to pay all expenses, charges, and costs, including collection costs and a reasonable attorney's fee, in the event it becomes necessary for seller to place this account for collection. Net, 10 days end of month.

YOUR PURCHASE ORDER	TERMS	INVOICE DATE	INVOICE NUMBER / PG.
Verbal	Payment Due Upon Rec	10/22/18	1

SOLD TO
BARTHEL, PHYLLIS
495 SUNSET MAPLE
SHEBOYGAN FALLS, WI 53085

920-467-9091

SHIP TO

SHIP VIA	SALESPERSON NAME	DRIVER'S INITIALS
Will Call	JIM SCHAD	

QTY.	PART NUMBER / DESCRIPTION	BIN	NET	AMOUNT
1/0	561857508S 9B9 : HOUSING	EP	372.41	372.41
1/0	5Z1857538E GRU : Cap	EP	64.00	64.00
1/0	561857522A : MIRROR 561	EP	103.25	103.25
1/0	LABOR : PAINT AND PREP	EP	100.00	100.00
	1VWCV7A36FC026610		1 hr. labor	$120.00
				$759.66
				before tax
	Thursday Nov. 8th 7:30 am			

ACCOUNT #	METHOD		
		DATE PRINTED	10/22/18
TIME	14:55:26		

AMOUNT COLLECTED _____

FORM OF PAYMENT _____

PARTS	639.66
FREIGHT	
C.O.D. CHARGE	
SALES TAX OR TAX I.D.	35.18
SPECIAL ORDER DEPOSIT	
TOTAL	674.84

YOUR SIGNATURE ACKNOWLEDGES RECEIPT OF PARTS.

X

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Estimate #2

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

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

10/26/2018 10:24 AM

Owner

Owner: Phyllis Barthel
Address: 495 Sunset Maple
City State Zip: Sheboygan Falls, WI 53085
Home/Day: (920)467-9091
FAX:

Inspection

Inspection Date: 10/31/2018 08:44 AM
Inspection Type:

Repairer

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

Target Complete Date/Time:
Days To Repair: 5

Vehicle

2015 Volkswagen Passat 2.0 TDI SEL Prem 4 DR Sedan
4cyl Diesel Turbo 2.0
Automatic Tiptronic

Lic.Plate: WKNOMOR
Lic Expire:
Prod Date: 08/2014
Veh Insp# :
Condition:
Ext. Color: PLATINUM GRAY MET
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 1VWCV7A36FC026610
Mileage: 19,686
Mileage Type: Actual
Code: 61763B
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Auxiliary Audio Input
Center Console
Daytime Running Lights
Dual Airbags
Dual Zone Auto A/C
Electronic Compass
Ext Mirror Turn Signals
Garage Door Opener
Heated Front Seats
High Definition Radio
Intermittent Wipers
Keyless Ignition System
2nd Row Head Airbags
Aluminum/Alloy Wheels
Auto Headlamp Control
Bodyside Moldings
Compact Spare Tire
Digital Clock
Dual Power Seats
Elect. Stability Control
Emergency S.O.S. System
Floor Mats
Halogen Headlights
Heated Power Mirrors
IPOD Control
Keyless Access System
Leather Seats
AM/FM CD Player
Amplifier
Automatic Dimming Mirror
Carpeting
Cruise Control
Driver Seat Memory
Dual Pwr Lumbar Supports
Electric Steering
Engine Block Heater
Fog Lights
Head Airbags
Heated W/S Wiper Washers
Illuminated Visor Mirror
Keyless Entry System
Leather Shift Knob

Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	Navigation System	Overhead Console
Perimeter Alarm System	Power Brakes	Power Door Locks
Power Moonroof	Power Windows	Pwr Accessory Outlet(s)
Rain-Sensing W/S Wipers	Rear View Camera	Rear Window Defroster
Rem Trunk-L/Gate Release	Remote Starter	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Sport Seats
Strg Wheel Radio Control	Subwoofer	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Touch Screen Display	Traction Control System
Trip Computer	USB Audio Input(s)	Vehicle Tracking Service
Wireless Audio Streaming	Wireless Phone Connect	Wood Interior Trim

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	I	244		Mldg,Front Door Lower RT >> >>Clean & Retape	Sublet Repair	$10.00*			0.3*	SM
2	RI	244		Mldg,Front Door Lower RT	R & I Assembly				0.2	SM
Front Bumper										
3	N	6		Front Bumper Cover R&I	Additional Labor				0.9	SM
Front End Panel And Lamps										
4	RI	42		Headlamp Assy,Halogen RT	R & I Assembly				0.2	SM
Front Body And Windshield										
5	BR	83	13	Panel,Hood	Blend Refinish 1.2 Blend 0.6 Two-stage setup 0.6 Two-stage				2.4	RF
6	I	104		Fender,Front RT	Repair				3.0*	SM
7	L	104		Fender,Front RT	Refinish 1.7 Surface 0.3 Two-stage				2.0	RF
8	SB	128		Windshield,Shaded >> >>R & I & Seal Kit	Sublet Repair	$135.00*				SM
Roof										
9	BR	166		Panel,Bodyside Otr Upr RT	Blend Refinish 0.7 Blend 0.3 Two-stage				1.0	RF
Front Doors										
10	BR	208		Door Shell,Front RT	Blend Refinish 0.8 Blend 0.4 Two-stage				1.2	RF
11	RI	434		W/Strip,Belt Outer RT	R & I Assembly				0.2	SM
12	E	256		Glass,Mirror Outer R/C RT	561857522R	$98.33			INC	SM
13	E	171		Housing,Mirror Outer RT	561857508BC9B9	$366.67			0.9	SM
14	E	260		Cover,Frt Door Mirror RT	3C8857538GRU	$116.67			0.1	SM
15	L	260		Cover,Frt Door Mirror RT	Refinish 0.3 Surface 0.1 Two-stage				0.4	RF
16	RI	228		Handle,Front Door Otr RT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										

17	IT	626	07	Pillar,Windshield RT	Partial Repair	2.0*	SM
18	L	626		Pillar,Windshield RT	Refinish	INC	RF

18 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts			$581.67	
Paint & Materials	7.0 Hours @	$38.00	$266.00	
Parts & Material Total				$847.67
Tax on Parts & Material	@	5.500%		$46.62

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	1.8	6.2	8.0	$464.00
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	7.0		7.0	$406.00

Labor Total		15.0 Hours		$870.00
Tax on Labor	@ 5.500%		$47.85	
Sublet Repairs			$145.00	
Tax on Sublet	@ 5.500%		$7.98	
Gross Total				**$1,965.12**
Net Total				**$1,965.12**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.134 ES 10/31/2018 03:41 PM REL 8.0.134 DT 10/01/2018 DB 10/15/2018
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2.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

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

Op Codes

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

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Solera

NOV 5 '18 AM10:43

MEMORANDUM

SCHULTZ & SCHULTZ INSURANCE AGENCY, INC.

902 MICHIGAN AVENUE, SHEBOYGAN, WI 53081
PHONE 920.457.9035 FAX 920.457.9063
E-Mail: insure@schultz-schultz.com
Web Site: www.schultz-schultz.com

DATE: 11/02/2018 Our INSURED: Phyllis Barthel

TO: _____ POLICY NO: _____

FROM: **Girard R. Schultz** CLAIM NO: D/L 10/22/2018

Re: 10/22/2018 Accident
Phyllis Barthel

Phyllis Barthel received an estimate for damages to replace the Van Horn VW of Sheboygan estimate. This claim has already been reported to the City of Sheboygan.

Thank you!

5'18 AM10:33

DATE RECEIVED _____ RECEIVED BY _____

NOV 5'18 AM10:34

CLAIM NO. _____

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: Phyllis T. Barthel
2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls WI 53085
3. Home phone number: 920-467-9091
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 10/22/2018
6. Where did damage or injury occur? (give full description) So. 14th St + Business Dr. (So. 14th St.)
7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: See Police Report +
   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Truck too far over
   (b) Claimant's statement of basis for such liability: " "

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

See Police Report

11. Name and address of any other person injured: None

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

Auto:	$ 759.00
Property:	$
Personal injury:	$
Other: (Specify below	$ 38.64 Tax
TOTAL	$ 797.64

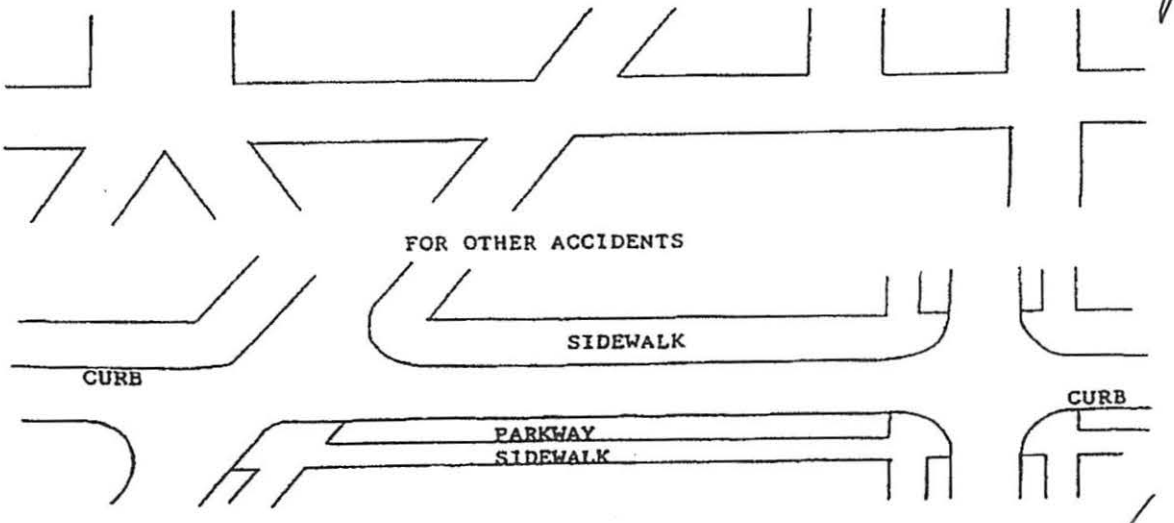
Damaged vehicle (if applicable)

Make: VW Model: Passat Year: 2015 Mileage:

Names and addresses of witnesses, doctors and hospitals: See Police Report

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

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



SIGNATURE OF CLAIMANT Phyllis Bouthel DATE 11/01/2018

DATE RECEIVED_____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____ Auto $_____

Claimant's Address: _____ Property $_____

_____ Personal Injury $_____

Claimant's Phone No. _____ Other (Specify below) $_____

TOTAL $_____

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

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

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

SIGNED DATE:

ADDRESS:

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

VI

R. C. No. ____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE. March 16, 2020.

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 319-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 287-17-18 by Finance and Personnel Committee and R. O. No. 251-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear-ended the car she was driving;

2. R. C. No. 320-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 288-17-18 by Finance and Personnel Committee and R. O. No. 252-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear-ended the car he was a passenger in;

3. R. C. No. 324-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 219-18-19 by City Clerk submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle;

4. R. C. No. 334-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 176-18-19 by City Clerk submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018;

All R. C.'s and R. O.'s have been reviewed by staff with the recommendation to file all claims and/or notice of claims.

_____ _____

_____ _____

_____ _____

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

5.15

R. C. No. 319 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 287-17-18 by Finance and Personnel Committee and R. O. No. 251-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020
2-10-20 hold

Ronald Rindlisbacher
James A. Bittner

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

5.12

R. C. No. 287 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 251-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019
4-8-19 refer to Finance + Personnel of new council

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

3.5

R. O. No. 251 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving.

Finance + Personnel

Finance + Personnel
& new Council

CITY CLERK

AUG 5 '19 PM 2:12

Claim # 24-17

NOTICE OF CLAIM FOR DAMAGES PURSUANT TO WIS. STAT. § 893.80

TO: CITY OF SHEBOYGAN
C/o MEREDITH DEBRUIN, CITY CLERK
828 Center Avenue
Sheboygan, WI 53081

Process Server _____
Date: 8/5/19 Time: 2:06 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

PLEASE TAKE NOTICE that on October 4, 2017, Alicia Kraemer, of 828 North 10th Street, Apt. 204, Sheboygan, Wisconsin was involved in an automobile accident on 1600 Block of Erie Avenue, City and County of Sheboygan, causing her to sustain personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

LIABILITY

Liability for the injuries is claimed as follows:

The City of Sheboygan on account of its liability for the acts of its agents and employees, and particularly Ryan J. Shaw, as further set in this Claim for Damages, who was acting within the scope of his employment at the time of said accident. At time of said accident Ryan J. Shaw was driving an ambulance, owned by the City of Sheboygan, when they collided with the rear end of the motor vehicle being operated by Alicia Kraemer.

The said accident was caused by the negligence of the City of Sheboygan, on account of its employee, Ryan J. Shaw, for negligently operating said vehicle at and immediately prior to the time of said accident.

Said employee, Ryan J. Shaw, failed to keep proper look out, failed to manage and control the ambulance, drove inattentively, did not leave enough room to safely stop, and was negligent in properly driving said ambulance at and immediately prior to said collision.

DAMAGES

As a proximate result of the above-described negligence, Alicia Kraemer sustained personal injuries to the back, whiplash, concussion and migraines, causing her to incur medical bills and expenses, as well as future expenses, and pain and suffering all to her damage in the amount of:

MEDICAL BILLS TO DATE:

St. Nicholas Hospital Sheboygan	$ 5,125.00
Infinity Healthcare Physicians	$ 610.00
Green Bay Radiology	$ 823.00
Prevea Oostburg Health Center	$ 397.00
Aurora Sheboygan Clinic	$ 5,348.00
PROPERTY DAMAGE:	$ 4,150.00
PAST AND FUTURE PAIN AND SUFFERING:	$ 20,000.00
TOTAL CLAIM:	$ 36,453.00

WHEREFORE, Alicia Kraemer, demands THIRTY SIX THOUSAND FOUR HUNDRED FIFTY THREE AND 00/100 DOLLARS ($36,453.00)from said City of Sheboygan and Ryan J. Shaw.

DATED at Milwaukee, Wisconsin this 2nd day of August 2019.

BY: _____

DAVID J. BISCHMANN
SBW#: 1000754
MILES G. LINDNER
SBW#: 1023087
Attorneys for Claimant

P.O. ADDRESS:
648 North Plankinton Avenue
Suite 418
Milwaukee, WI 53203
PH:(414) 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Lindner Law LLC, on behalf of the claimant, Alicia Kraemer at 648 North Plankinton Avenue, Suite 418, Milwaukee, WI 53203 Ph. (414) 271-5300.

Claim 24-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Alicia Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Linda K. Murphy
Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00p
2

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Alicia Kraemer, an adult, residing at 828 N. 10th Street Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Alicia Kraemer, an adult resident of the City of Sheboygan, residing at 828 N. 10th Street Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53081.

2. That Alicia Kraemer, sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle resulting in Mr. Shaw rear ending Ms. Kraemer's vehicle causing her to strike the vehicle in front of her.

3. That a proximate cause of said injuries was the negligence of the City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Alicia Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses, loss of earnings, and damage to her property.

5. That the undersigned is one of the attorneys for Alicia Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission ~~is permanent~~ or expires on 15 January.

Claim # 24-17

JAN 22 '18 PM 1:45

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* MICHAEL J. RYAN
*† LINCOLN K. MURPHY
*JEREMY T. CHAVEZ
* DANIEL E. MEYLINK

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

January 16, 2018

Via Certified Mail

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Former Client: Alicia Kraemer
Accident of: October 4, 2017

Dear Ms. Richards:

Please be advised that our firm no longer represents Alicia Kraemer, with regard to the above matter. We are maintaining a lien for our attorney fees. Additionally, we are maintaining a separate lien for our costs. Prior to settlement, please call to confirm our final costs. We demand to be named on any settlement drafts.

If you have any questions please call me. Thank you.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy
Lincoln K. Murphy

LKM/to

Cc: Alicia Kraemer

Claim 24-17

APR 26 '18 PM 2:52

HAUSMANN-MCNALLY, SC

ATTORNEYS AT LAW

633 WEST WISCONSIN AVENUE, SUITE 2000, MILWAUKEE, WI 53203
414-271-5300 / TOLL FREE 1-866-400-0090 / FAX 414-271-7760
WWW.HMINJURYLAW.COM

DAVID J. BISCHMANN*
BENJAMIN T. COOK***
CHARLES HAUSMANN*
MILES G. LINDNER*
JOHN F. MCNALLY* ++
NATASHA R. MISRA* **
PAUL P. POBEREYKO# **
JAMES E. PRIESTLEY**
JULIE A. THEMER**
KEN A. WINJUM*** ##
MATTHEW T. WOLF++
THERESA WYBROW-ALBANO*

LICENSED IN WI*
LICENSED IN IL**
LICENSED IN IA***
LICENSED IN ND++
LICENSED IN IN#
LICENSED IN OH++
LICENSED IN NE##

MILWAUKEE OFFICE
(414) 271-5300
(866) 400-0090

APPLETON OFFICE
(920) 882-4861
(866) 882-4861

EAU CLAIRE OFFICE
(800) 227-6699

OHIO OFFICE
(614) 223-0100
(877) 223-0104

DECATUR OFFICE
(217) 424-8833
(866) 424-8833

ROCKFORD OFFICE
(815) 963-3688
(866) 963-3644

MERRILLVILLE OFFICE
(219) 791-9920
(877) 791-9375

DES MOINES OFFICE
(866) 400-0090

NORWALK OFFICE
(515) 981-5220

OMAHA OFFICE
(402) 537-9000
(866) 400-0090

April 24, 2018

Ms. Meredith DeBruin
City Clerk's Office
828 Center Ave., Ste. 100
Sheboygan, WI 53081

Re:	Our Client:	Alicia Kraemer
	Your Insured:	Ryan Shaw - Driver City of Sheboygan - Owner
	Date of Accident:	10/4/17

Dear Ms. DeBruin:

Enclosed please find the following medicals/specials concerning our client for the above-entitled matter:

1. Five (5) property damage photos;

2. Records and bill from St. Nicholas Hospital Sheboygan in the amount of $5,125.00;

3. Bill from Infinity Healthcare Physicians in the amount of $610.00;

4. Bill from Green Bay Radiology in the amount of $823.00;

5. Records and bills from Prevea Oostburg Health Center in the amount of $397.00;

6. Records and bills from Aurora Sheboygan Clinic in the amount of $5,348.00;

7. Property damage in the amount of $4,150.00; and

8. Mileage reimbursement in the amount of $33.46.

Medicals and Specials: $16,486.46

Please be advised that these are the final medical/specials regarding the above matter. Please contact me at 1-866-400-0090 upon receipt of this letter to discuss settlement.

Sincerely,

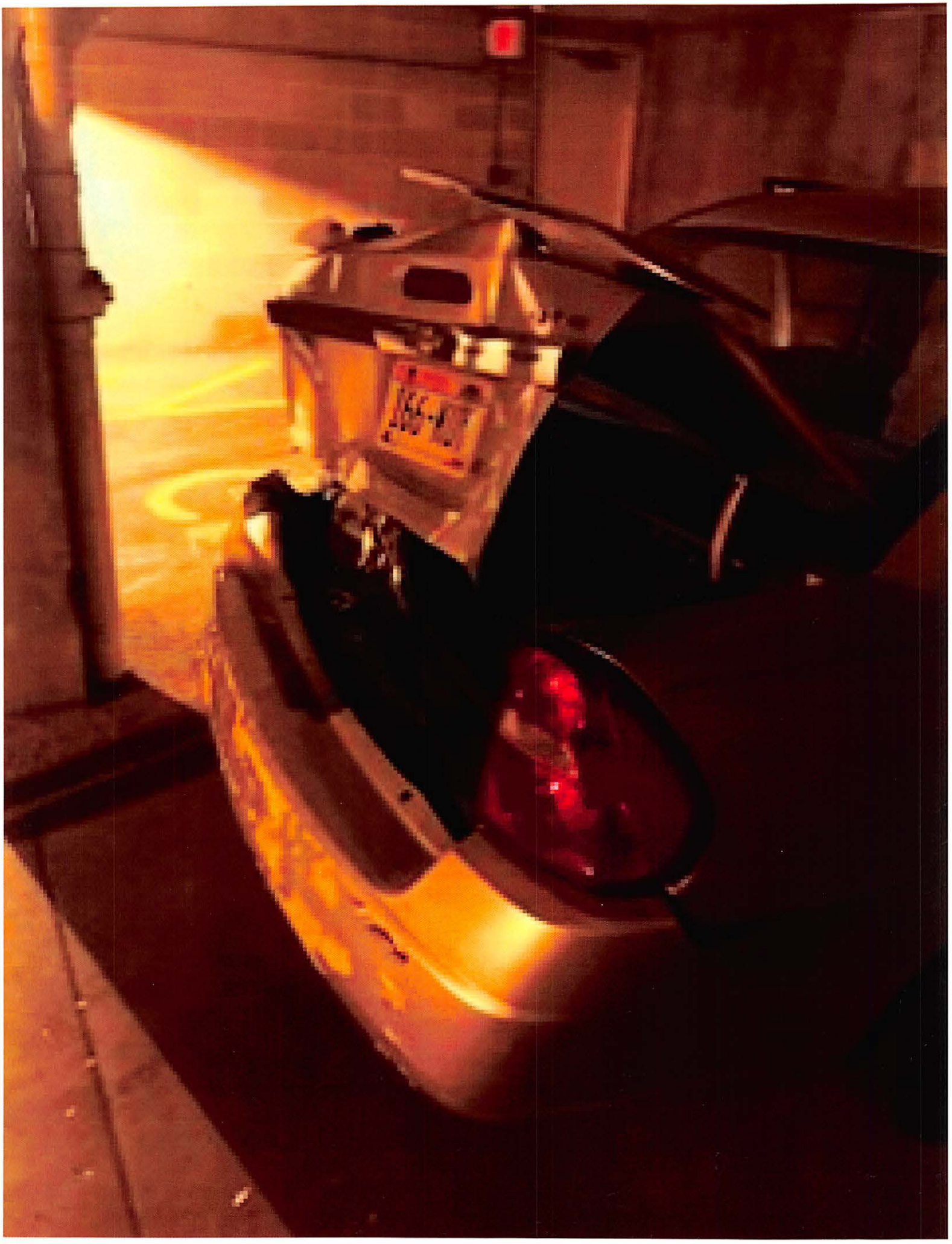
Natasha R. Misra /s/

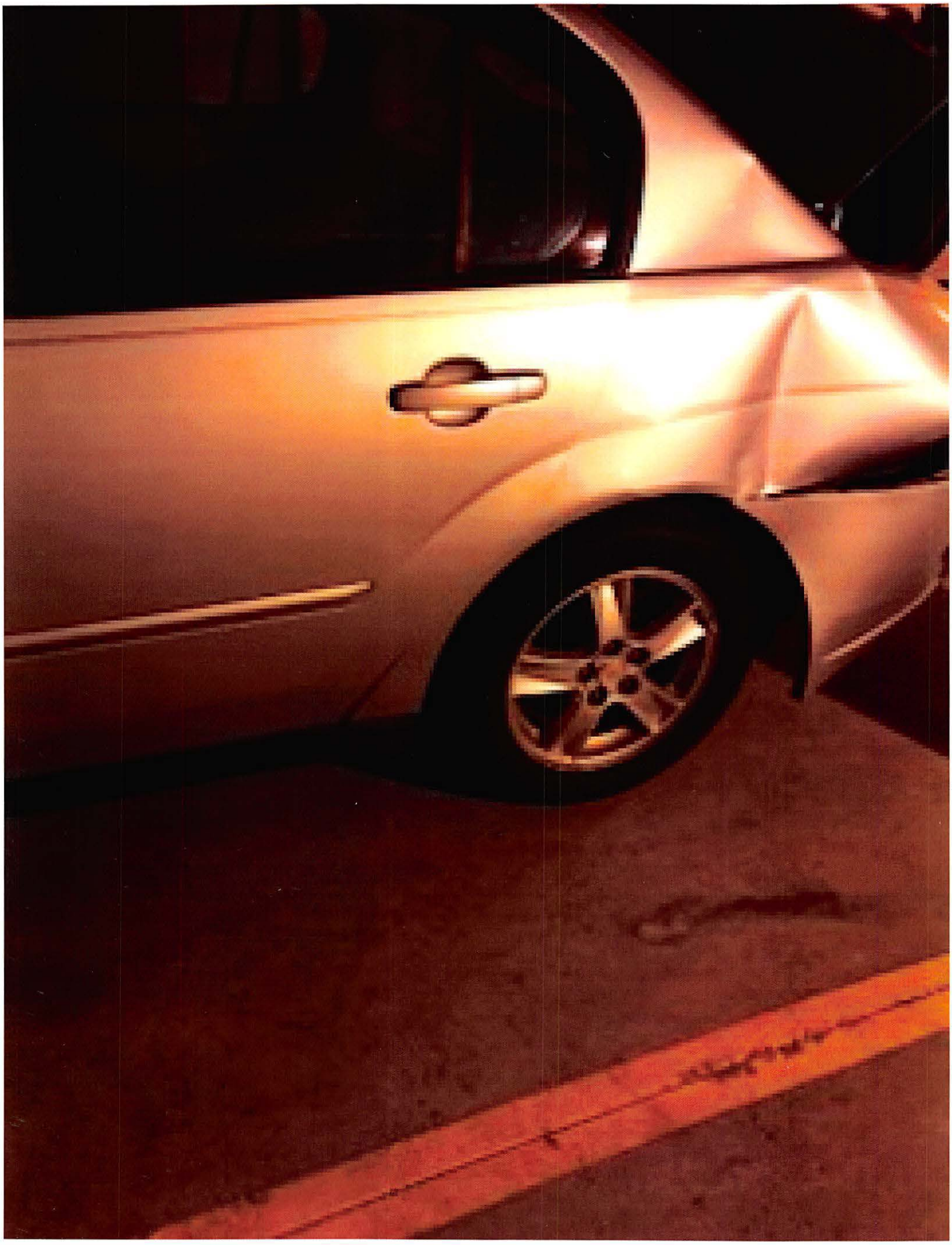
Natasha R. Misra
Attorney at Law

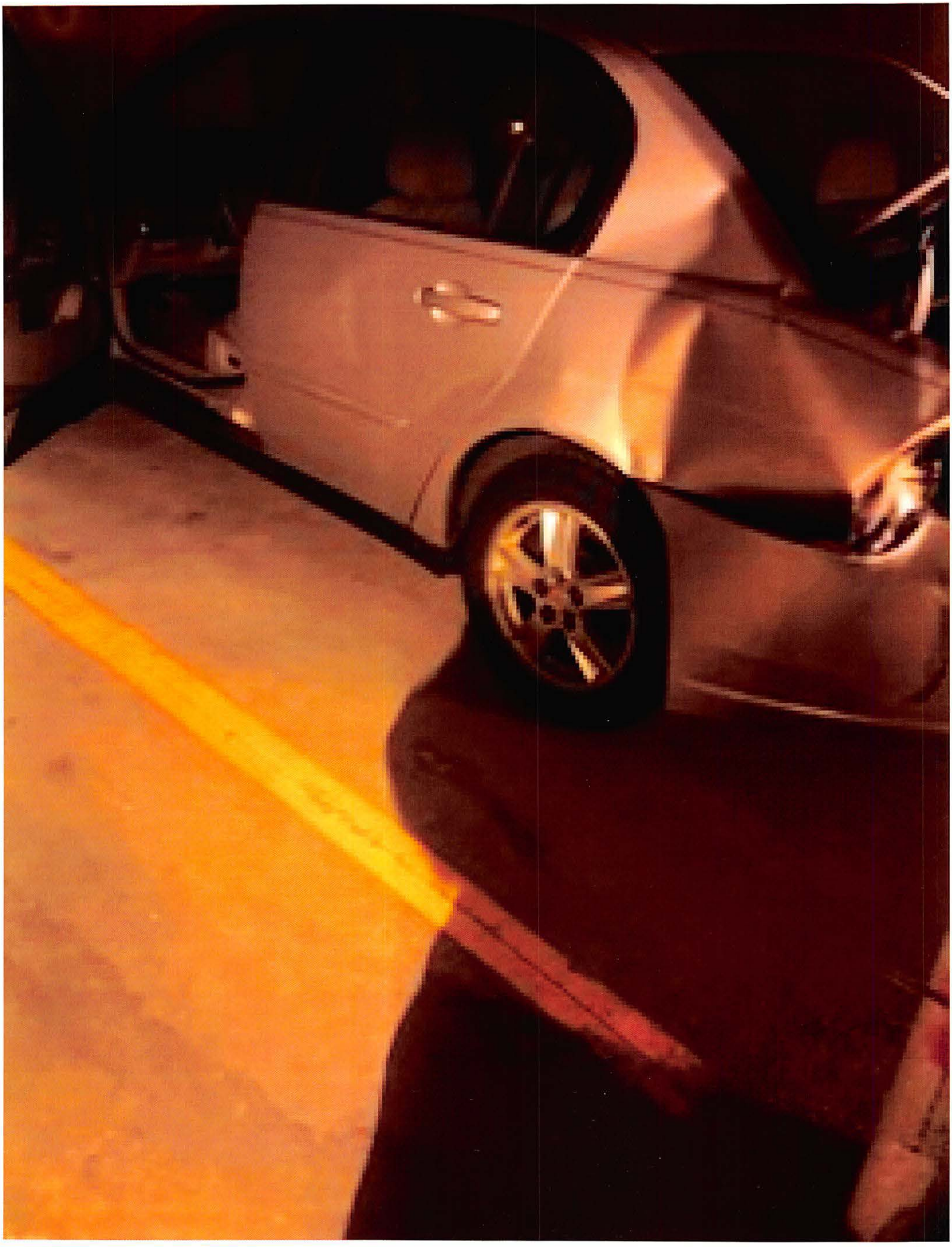
NRM/bh
Enclosures
cc: Alicia Kraemer

166-KUY

166-KUY







ST NICHOLAS HOSPITAL SHEBOYGAN
3100 Superior Ave
SHEBOYGAN WI 53081

KRAEMER,ALICIA A
MRN: 60528866
DOB: 6/22/1982, Sex: F

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

PREGNANCY TEST URINE (Order 93555132)

Resulted: 10/04/17 2148, Result status: Final result

PREGNANCY TEST URINE [93555132]

Ordering provider: Swen J Hilander, MD 10/04/17 2117 Resulting lab: HSHS-ST NICHOLAS HOSPITAL LAB

Specimen Information

Type	Source	Collected On
	URINE, VOIDED	10/04/17 2139

Components

	Value	Reference Range	Flag	Lab
PREG TEST	NEGATIVE	NEGATIVE		SNS

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
27 - SNS	HSHS-ST NICHOLAS HOSPITAL LAB	Unknown	3100 SUPERIOR AVENUE SHEBOYGAN WI 53081	05/08/17 1037 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

CT HEAD WO CON (Order 93555128)

Resulted: 10/04/17 2110, Result status: Final result

CT HEAD WO CON [93555128]

Ordering provider: Swen J Hilander, MD 10/04/17 2039 Resulted by: Joshua D Riebe, MD
Performed: 10/04/17 2053 - 10/04/17 2108 Resulting lab: HSHS RADIOLOGY

Narrative:
INTERPRETATION LOCATION: St. Vincent Hospital

Head CT without contrast 10/04/2017.

Comparison: None.

Clinical indication: Headache and trauma.

Findings:
There is no pneumothorax or effusion. There is no acute hemorrhage or abnormal extra-axial fluid collection. Hemorrhagic process or mass effect is not seen within the brain. A few senescent calcifications are present. Paranasal sinuses do not show an air-fluid level. Mastoid air cells do not show fluid. Calvarium is intact.

IMPRESSION:
No acute intracranial abnormality.

Resulted: 10/04/17 2110, Result status: Final result

CT HEAD WO CON [93555128] (continued)

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:10:59
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:13:25

Specimen Information

Type	Source	Collected On
		10/04/17 2109

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
89 - RADHSHS	HSHS RADIOLOGY	Unknown	Unknown	11/14/11 1041 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

CT CERV SPINE WO CON (Order 93555129)

Resulted: 10/04/17 2113, Result status: Final result

CT CERV SPINE WO CON [93555129]

Ordering provider: Swen J Hilander, MD 10/04/17 2039
Performed: 10/04/17 2053 - 10/04/17 2109
Resulted by: Joshua D Riebe, MD
Resulting lab: HSHS RADIOLOGY

Narrative:
INTERPRETATION LOCATION: St. Vincent Hospital

CT scan cervical spine without contrast 10/04/2017.

Comparison: None.

Clinical indication: Pain.

Findings:
Prevertebral soft tissues are normal. There is no fracture or dislocation. There are degenerative disc changes. There is cervical straightening.

IMPRESSION:
No acute osseous deformity.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:13:30
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:14:24

Specimen Information

Type	Source	Collected On
		10/04/17 2109

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
89 - RADHSHS	HSHS RADIOLOGY	Unknown	Unknown	11/14/11 1041 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Result

XR LUMB SPINE 3V (Order 93555130)

Resulted: 10/04/17 2318, Result status: Final result

XR LUMB SPINE 3V [93555130]

Ordering provider: Swen J Hilander, MD 10/04/17 2039
Performed: 10/04/17 2109 - 10/04/17 2220
Resulted by: Joshua D Riebe, MD
Resulting lab: HSHS RADIOLOGY

Narrative:
INTERPRETATION LOCATION: St. Vincent Hospital

Lumbar spine AP, lateral, cone-down lateral views 10/04/2017.

Comparison: None.

Clinical indication: Pain.

Findings:
Lumbar straightening is noted. Mild degenerative disc disease is noted L4-5 and L5-S1. There is mild lower lumbar facet DJD. Compression fracture or subluxation is not seen. Surgical changes are noted in the left upper quadrant. Calcifications are present which could be nephrolithiasis projecting over the kidneys.

IMPRESSION:
Lower lumbar degenerative disc disease. No acute osseous deformity identified.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 23:18:33
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 23:19:25

Specimen Information

Type	Source	Collected On
		10/04/17 2220

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
89 - RADHSHS	HSHS RADIOLOGY	Unknown	Unknown	11/14/11 1041 - Present

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Procedure Info

No data filed

Procedure Info (continued)

Encounter Information

	Department	Encounter #	Center
10/4/2017 8:02 PM	Sns Emergency Dept	66812587	HSHS SNS

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM

Author: Swen J Hilander, MD | Service: (none) | Author Type: Physician
Filed: 10/5/2017 1:06 AM | Date of Service: 10/4/2017 8:43 PM | Creation Time: 10/4/2017 8:43 PM
Status: Addendum | Editor: Swen J Hilander, MD (Physician)
Related Notes: Original Note by Nathan G Kuttickat filed at 10/4/2017 10:42 PM

I, Nathan G Kuttickat, acting as a scribe, am personally taking down the notes in the presence of Dr. Swen J Hilander, MD. **Take no action on this note until reviewed and authenticated by the physician.**

History

Chief Complaint
Patient presents with
- Motor Vehicle Accident

HPI Comments: Alicia A Kraemer is a 35-year-old female who presents after a MVA. Has a hx of back pain. Around 1830 pt was driving, the car inform of her stopped suddenly and she was rear ended by an ambulance into the car infront of her. Pt was in a 2005 Malibu she described as wrecked now, she was wearing a seatbelt and there was no airbag deployment. She has a headache, neck pain and right lower back pain. No other injuries or medical issues.

Patient is a 35-year-old female presenting with **MVA**.
History provided by: **Patient**
Language interpreter used: **No**
Motor Vehicle Accident

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix *ASCUS, HPV +, had colpo followed by LEEP. Followed by Dr. Abitz.*	09/2014
• ADD (attention deficit disorder with hyperactivity)	
• Anxiety	
• Bipolar disorder *Sees Dr. Baxter*	
• Brain cyst *Pineal*	
• Chronic back pain *since work injury 2007, DJD of lumbar spine and lumbar spondylosis per MRI 2013. Failed: tramadol (allergy), vicodin (allergy)*	
• Controlled substance agreement signed *for percocet and butrans patch with Dr. Smith*	3/2015
• Depression	
• DJD (degenerative joint disease), cervical	

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

- Fibromyalgia
- Herpes
- HLA B27 (HLA B27 positive)
- IBS (irritable bowel syndrome)
  with both constipation and diarrhea
- Insomnia
- Learning disability
  reading and writing
- Migraines
  with post-concussive syndrome
- Nicotine dependence
- OCD (obsessive compulsive disorder)
- Ovarian cyst
- Panic attacks
- PTSD (post-traumatic stress disorder)
  from car accident 2005
- Recurrent nephrolithiasis
- Reflux

Past Surgical History:

Procedure	Laterality	Date
• CERVICAL BIOPSY W/ LOOP ELECTRODE EXCISION		3/2014
• CESAREAN SECTION		
• CONIZATION CERVIX,LOOP ELECTRD *LEEP/ENDO-CERVICAL CURETTAGE*	N/A	07/07/2016
• IR EMBOLIZATION TRANSCATH *splenic artery branch embolization Dr. Bielke*		8/31/14
• LITHOTRIPSY		
• NASAL SURG PROC UNLISTED *x 2*		

Family History

Problem	Relation	Age of Onset
• MI	Father	
• Heart Disease	Father	
• Other [OTHER]	Father	
• Hypertension	Mother	
• anxiety, depression [OTHER]	Mother	
• anxiety [OTHER] *x3*	Brother	
• Hypertension	Maternal Grandfather	
• Alcohol Abuse	Maternal Grandfather	
• Alcohol Abuse	Paternal Grandfather	

Social History

Substance Use Topics

• Smoking status:	Current Some Day Smoker
Packs/day:	0.25
Years:	5.00

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

Types:	Cigarettes
• Smokeless tobacco:	Never Used
• Alcohol use	No

Prior to Admission medications

Medication	Sig	Start Date	End Date	Taking ?	Authorizing Provider
albuterol sulfate HFA 108 (90 BASE) MCG/ACT inhaler	Inhale 2 puffs into the lungs every 4 (four) hours as needed for Wheezing or Shortness of breath (or cough).	6/13/17	6/13/18		Sarah Smith, MD
ALPRAZolam 1 MG tablet	Take one up to three times daily as needed for sleep or anxiety. Must last 30 days. No early refills.	9/23/17			Rachel Rautmann, APNP
Benzoyl Peroxide 5 % Gel	Apply topically twice daily.	5/15/17			Sarah Smith, MD
buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY patch	Place 1 patch onto the skin once a week. Do not fill early.	10/6/17			Rachel Rautmann, APNP
ciprofloxacin (CIPRO) 250 MG tablet	Take 1 tablet (250 mg total) by mouth 2 (two) times daily for 7 days. for 3 days	10/4/17	10/11/17		Rachel Rautmann, APNP
clotrimazole-betamethasone cream	Apply topically 2 (two) times daily.	8/8/17	8/8/18		Sarah Smith, MD
DEXEDRINE 15 MG 24 hr capsule	Take one four times daily. Dx: F90.0	10/2/17			Rachel Rautmann, APNP
DEXTROAMPHETAMINE 15 MG 24 hr capsule	Take one four times daily. Dx is F90.0. Fill no earlier than 8/16/17.	8/8/17			Sarah Smith, MD
dicyclomine (BENTYL) 10 MG capsule	Take 1 capsule (10 mg total) by mouth as needed. Take daily prn diarrhea.	1/17/17			Sarah Smith, MD
eletriptan (RELPAX) 40 MG tablet	Take 40 mg by mouth. Take 1 tablet by mouth as needed for Migraine. May repeat dose in 2 hours if needed. Limit use to 3 days a week.	6/29/16			Doc Abstract
Etonogestrel 68 MG Implant	Inject 68 mg into the skin.				Doc Abstract
olopatadine 0.2 % Solution	Place 1 drop into both eyes daily.	8/30/17			Rachel Rautmann, APNP
ondansetron 8 MG disintegrating tablet	Take 1 tablet (8 mg total) by mouth every 8 (eight) hours as needed for Nausea.	6/23/16			Sarah Smith, MD
OXYCODONE-ACETAMINOPHEN 10-325 MG tablet	Take 1 tablet by mouth every 8 (eight) hours as needed for Pain. Do not fill early.	9/30/17	10/10/17		Rachel Rautmann, APNP
Petrolatum-Zinc Oxide 49-15 % Ointment	Apply nightly at bedtime. Patient taking differently: Apply topically nightly. Apply	8/13/15			Sarah Smith, MD

Telephone Encounter by Tammy Sell at 10/12/2017 3:16 PM

Author: Tammy Sell | Service: (none) | Author Type: (none)
Filed: 10/12/2017 3:17 PM | Encounter Date: 10/12/2017 | Status: Signed
Editor: Tammy Sell

PSR transferred the call to the triage RN.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Incoming Call

	Provider	Department	Encounter #	Center
10/12/2017 3:16 PM	Sarah Smith, MD	Oos Family Practice	66994379	PRV OOSTBURG

Telephone Encounter by Kristine M Riley, RN at 10/12/2017 3:49 PM

Author: Kristine M Riley, RN | Service: (none) | Author Type: Registered Nurse
Filed: 10/12/2017 3:50 PM | Encounter Date: 10/12/2017 | Status: Signed
Editor: Kristine M Riley, RN (Registered Nurse)

Patient requesting appointment with Dr. Smith. Appointment made for tomorrow for ED follow up.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
10/13/2017 3:00 PM	Sarah Smith, MD	Oos Family Practice	66994610	PRV OOSTBURG

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM

Author: Sarah Smith, MD | Service: (none) | Author Type: Physician
Filed: 10/13/2017 3:40 PM | Encounter Date: 10/13/2017 | Status: Signed
Editor: Sarah Smith, MD (Physician)

CC: Follow Up (MVA, 10/4/17)

HPI: Alicia A Kraemer is a 35-year-old female who presents today after MVA 9 days ago. Was rear ended by ambulance. No LOC. Airbags didn't deploy. Was seen in the ER afterwards. Neg CT of head and c-spine. Reports she continues to have some neck soreness on top of her chronic pain complaints. Needs her controlled substances refilled- lyrica, percocet, dexedrine, butrans.

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM (continued)

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix *ASCUS, HPV +, had colpo followed by LEEP. Followed by Dr. Abitz.*	09/2014
• ADD (attention deficit disorder with hyperactivity)	
• Anxiety	
• Bipolar disorder *Sees Dr. Baxter*	
• Brain cyst *Pineal*	
• Chronic back pain *since work injury 2007, DJD of lumbar spine and lumbar spondylosis per MRI 2013. Failed: tramadol (allergy), vicodin (allergy)*	
• Controlled substance agreement signed *for percocet and butrans patch with Dr. Smith*	3/2015
• Depression	
• DJD (degenerative joint disease), cervical	
• Fibromyalgia	
• Herpes	
• HLA B27 (HLA B27 positive)	
• IBS (irritable bowel syndrome) *with both constipation and diarrhea*	
• Insomnia	
• Learning disability *reading and writing*	
• Migraines *with post-concussive syndrome*	
• Nicotine dependence	
• OCD (obsessive compulsive disorder)	
• Ovarian cyst	
• Panic attacks	
• PTSD (post-traumatic stress disorder) *from car accident 2005*	
• Recurrent nephrolithiasis	
• Reflux	

Past Surgical History:

Procedure	Laterality	Date
• CERVICAL BIOPSY W/ LOOP ELECTRODE EXCISION		3/2014
• CESAREAN SECTION		
• CONIZATION CERVIX,LOOP ELECTRD *LEEP/ENDO-CERVICAL CURETTAGE*	N/A	07/07/2016
• IR EMBOLIZATION TRANSCATH *splenic artery branch embolization Dr. Bielke*		8/31/14
• LITHOTRIPSY		
• NASAL SURG PROC UNLISTED *x 2*		

Current Outpatient Prescriptions on File Prior to Visit

GREEN BAY RADIOLOGY SC
2941 S RIDGE ROAD

GREEN BAY, WI 54304-5517
920 336 4096

[CURRENT] Inquiry
Date 02/21/2018
Time 2:30p
User DUFEKK
Page 1

Patient Name: ALICIA A KRAEMER
Patient #: 257991
DOB: 06/22/1982
Death Date: 00/00/0000
Age: 35 Sex: F
SSN: 396-96-1646

Date Registered: 06/10/2010

Resp Party: ALICIA A KRAEMER
Bill To #: 257991

Dr #: 99 *GBR DOCTOR*
RDx #:
Patient Type: 3 MEDICAL ASSISTANCE
Bill Cycle: 60 MA STMT
Credit Status: 0

Patient E-mail:
Responsible Party E-mail:

Balances

0 - 30:	.00
31 - 60:	.00
61 - 90:	.00
91 - 120:	.00
121 - 150:	.00
151+ :	.00
Total Balance:	.00
- Pending:	.00
= Patient Balance:	.00
Budget Due:	.00
Non-budget Due:	.00
Total Due:	.00
Budget Balance:	.00
Budget Payment:	.00

Billing History: 00/00/0000 00/00/0000
00/00/0000 00/00/0000

Responsible Party Address:
828 N 10TH ST APT 204
204
SHEBOYGAN, WI 53081
H/Ph #: 920-917-2575 M/Ph #: 000-0000
W/Ph #: 000-0000

Patient Address:
828 N 10TH ST APT 204

SHEBOYGAN, WI 53081
H/Ph #: 920-917-2575 M/Ph #: 000-0000
W/Ph #: 000-0000

Last Transactions:

Charge:	10/11/2017	823.00
Personal:	00/00/0000	.00
Insurance:	11/10/2017	110.30

Location: 520 STV ER STN
Diagnosis: S39.92XA UNSPECIFIED INJURY OF L
V89.2XXA PERSON INJURED IN UNSPE

Current Coverages

Cov#	Insurance Company	Insurance Plan	Subscriber
1	707 UNITED HEALTHCA	1 MA	ALICIA A KRAEMER

Subscriber ID: 8402195385
Patient ID:

Debit mode details

Patient#/Name: 257991 ALICIA A KRAEMER

Post Date	Debit#	Batch#/User	Dr# Name	Loc# Name	Orig Pend	Total
10/11/2017	2224900U	1111/BIERBA	12 J RIEBE MD	520 STV ER ST	823.00	823.00

Dates of Service	Proc	Desc	Diag	PRT	Units	Unit Chg	Line Chg
10/04/2017-10/04/2017	72100	XRAY EXAM LU	+S39.92XA V89.2XXA	YYY	1.00	79.00	79.00
	Modifier: 26 PROFESSIONAL COMPONENT						
10/04/2017-10/04/2017	70450	CAT SCAN, HE	+S09.90XA V89.2XXA	YYY	1.00	293.00	293.00
	Modifier: 26 PROFESSIONAL COMPONENT						
10/04/2017-10/04/2017	72125	CAT SCAN, CE	+S19.9XXA V89.2XXA	YYY	1.00	451.00	451.00
	Modifier: 26 PROFESSIONAL COMPONENT						

Post Date	Receipt#	Cov#	Transaction Type		Amount	Applied
11/10/2017	7394028U	1	2000707 *PAYMENT	UNITED HEALTHCARE MA HMO	110.30	110.30-
11/10/2017	7394029U	1	4000707 *WRITE-OFF	UNITED HEALTHCARE MA HMO	712.70	712.70-

Paid Write-off

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM (continued)

Medication	Sig	Dispense	Refill
• albuterol sulfate HFA 108 (90 BASE) MCG/ACT inhaler	Inhale 2 puffs into the lungs every 4 (four) hours as needed for Wheezing or Shortness of breath (or cough).	1 Inhaler	1
• ALPRAZolam 1 MG tablet	Take one up to three times daily as needed for sleep or anxiety. Must last 30 days. No early refills.	90 tablet	0
• Benzoyl Peroxide 5 % Gel	Apply topically twice daily.	60 Tube	1
• clotrimazole-betamethasone cream	Apply topically 2 (two) times daily.	30 g	0
• DEXTROAMPHETAMINE 15 MG 24 hr capsule	Take one four times daily. Dx is F90.0. Fill no earlier than 8/16/17.	120 capsule	0
• dicyclomine (BENTYL) 10 MG capsule	Take 1 capsule (10 mg total) by mouth as needed. Take daily prn diarrhea.	60 capsule	1
• eletriptan (RELPAX) 40 MG tablet	Take 40 mg by mouth. Take 1 tablet by mouth as needed for Migraine. May repeat dose in 2 hours if needed. Limit use to 3 days a week.		
• Etonogestrel 68 MG Implant	Inject 68 mg into the skin.		
• nitrofurantoin, macrocrystal-monohydrate, (MACROBID) 100 MG capsule	Take 1 capsule (100 mg total) by mouth 2 (two) times daily for 7 days.	14 capsule	0
• olopatadine 0.2 % Solution	Place 1 drop into both eyes daily.	2.5 mL	11
• ondansetron 8 MG disintegrating tablet	Take 1 tablet (8 mg total) by mouth every 8 (eight) hours as needed for Nausea.	20 tablet	2
• Petrolatum-Zinc Oxide 49-15 % Ointment	Apply nightly at bedtime. (Patient taking differently: Apply topically nightly. Apply nightly at bedtime.)	113 g	1
• prochlorperazine 10 MG tablet	Take 1 tablet by mouth every 6 (six) hours as needed.	30 tablet	0
• Suvorexant (BELSOMRA) 20 MG Tab	Take 20 mg by mouth nightly.	30 tablet	2
• tamsulosin 0.4 MG Cap	Take 1 capsule (0.4 mg total) by mouth daily. Take daily until kidney stone is passed	30 capsule	0
• topiramate 100 MG tablet	Take 1 tablet by mouth 3		1

Progress Notes by Sarah Smith, MD at 10/13/2017 3:00 PM (continued)

	(three) times daily.		
• Vitamin D, Ergocalciferol, 50000 UNITS capsule	Take 1 capsule (50,000 Units total) by mouth once a week.	12 capsule	3

No current facility-administered medications on file prior to visit.

Allergies

Allergen	Reactions
• Cephalexin	Anaphylaxis
• Oxycodone-Acetaminophen *Bumps in mouth*	Other (see comment)
• Tramadol	Headache
• Vicodin [Hydrocodone-Acetaminophen]	Headache

REVIEW OF SYSTEMS:
See hpi.

Physical Exam-
Filed Vitals:

	10/13/17 1427
BP:	92/70
Pulse:	97
Temp:	96.4 °F (35.8 °C)
TempSrc:	Tympanic
SpO2:	100%
Weight:	51.7 kg (114 lb)
Height:	5' 5" (1.651 m)

GEN- Appears well and in no apparent distress. Alert and oriented to person, place and self.
HEENT- Normocephalic, atraumatic, moist mucous membranes.
Neck- No lymphadenopathy or thyromegaly.
CV- Regular rate and rhythm. Normal S1 and S2. No murmurs, rubs, or gallops.
RESP- Lungs clear to auscultation bilaterally.
ABD- Normoactive bowel sounds. No abdominal tenderness, rebound or gaurding.
EXT- Moves all extremities well. No lower extremity edema.
M/S- Normal gait.

A/P:
1. Neck strain- Supportive cares. Reviewed ER note.
2. Chronic pain- Stable. Refilled butrans/percocet/lyrica.
3. ADHD- Stable. Refilled dexedrine.
4. F/u when due for more refills.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
2/5/2018 1:00 PM	Sarah Smith, MD	Oos Family Practice	78845947	PRV OOSTBURG

Progress Notes by Sarah Smith, MD at 2/5/2018 1:00 PM

Author: Sarah Smith, MD | Service: (none) | Author Type: Physician
Filed: 2/5/2018 4:37 PM | Encounter Date: 2/5/2018 | Status: Signed
Editor: Sarah Smith, MD (Physician)

CC: Follow Up

HPI: Alicia A Kraemer is a 35-year-old female who presents today to get med refills for her chronic meds that include xanax, dextroamphetamine, brand percocet (generic causes biopsy proven rash), lyrica, butrans, and belsomra. Her overall pain control (for chronic back pain) is ok but ever since her MVA in October 2017 her migraines have been "100% worse." Sees Dr. Tuttle and gets botox injections for her migraines. Has a bad migraine right now, along with neck pain (also had whiplash, neck strain in MVA as well). This am took relpax twice already. As for her mental health, she is reports her mood is ok but requests to see a counselor with the Aurora system. She is also reporting that she continues to have irregular vaginal bleeding. Apparently Dr. Abitz has recommended a hysteroscopy with possible ablation. Patient reports she may want to get pregnant again some day. Is worried about being awake during the procedure, which is her understanding of what will happen. Has appt with Dr. Abbitz in 2 weeks.

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix *ASCUS, HPV +, had colpo followed by LEEP. Followed by Dr. Abitz.*	09/2014
• ADD (attention deficit disorder with hyperactivity)	
• Anxiety	
• Bipolar disorder *No longer sees Dr. Baxter*	
• Brain cyst *Pineal*	
• Chronic back pain *since work injury 2007, DJD of lumbar spine and lumbar spondylosis per MRI 2013. Failed: tramadol (allergy), vicodin (allergy)*	
• Controlled substance agreement signed *for percocet and butrans patch with Dr. Smith*	03/2015
• Depression	
• DJD (degenerative joint disease), cervical '	
• Fibromyalgia	
• Herpes	
• HLA B27 (HLA B27 positive)	
• IBS (irritable bowel syndrome) *with both constipation and diarrhea*	
• Insomnia	
• Learning disability *reading and writing*	
• Migraines *with post-concussive syndrome*	

- Nicotine dependence
- OCD (obsessive compulsive disorder)
- Ovarian cyst
- Panic attacks
- PTSD (post-traumatic stress disorder)
  from car accident 2005
- Recurrent nephrolithiasis
- Reflux

Past Surgical History:

Procedure	Laterality	Date
• CERVICAL BIOPSY W/ LOOP ELECTRODE EXCISION		3/2014
• CESAREAN SECTION		
• CONIZATION CERVIX,LOOP ELECTRD *LEEP/ENDO-CERVICAL CURETTAGE*	N/A	07/07/2016
• IR EMBOLIZATION TRANSCATH *splenic artery branch embolization Dr. Bielke*		8/31/14
• LITHOTRIPSY		
• NASAL SURG PROC UNLISTED *x 2*		

Current Outpatient Prescriptions on File Prior to Visit

Medication	Sig	Dispense	Refill
• albuterol sulfate HFA 108 (90 BASE) MCG/ACT inhaler	Inhale 2 puffs into the lungs every 4 (four) hours as needed for Wheezing or Shortness of breath (or cough).	1 Inhaler	1
• ALPRAZolam 1 MG tablet	Take one up to three times daily as needed for sleep or anxiety.	21 tablet	0
• Benzoyl Peroxide 5 % Gel	Apply topically twice daily.	60 Tube	1
• buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY patch	Place 1 patch onto the skin once a week for 14 days.	2 patch	0
• clotrimazole-betamethasone cream	Apply topically 2 (two) times daily.	30 g	0
• dextroamphetamine 15 MG 24 hr capsule	Take one four times daily.	56 capsule	0
• dicyclomine (BENTYL) 10 MG capsule	Take 1 capsule (10 mg total) by mouth as needed. Take daily prn diarrhea.	60 capsule	1
• eletriptan (RELPAX) 40 MG	Take 40 mg by		

tablet	mouth. Take 1 tablet by mouth as needed for Migraine. May repeat dose in 2 hours if needed. Limit use to 3 days a week.		
• Etonogestrel 68 MG Implant	Inject 68 mg into the skin.		
• olopatadine 0.2 % Solution	Place 1 drop into both eyes daily.	2.5 mL	11
• omeprazole 20 MG capsule	Take 1 capsule (20 mg total) by mouth daily.	90 capsule	0
• ondansetron 8 MG disintegrating tablet	Take 1 tablet (8 mg total) by mouth every 8 (eight) hours as needed for Nausea.	20 tablet	2
• PERCOCET 10-325 MG tablet	Take 1 tablet by mouth every 8 (eight) hours as needed for Pain.	21 tablet	0
• Petrolatum-Zinc Oxide 49-15 % Ointment	Apply nightly at bedtime. (Patient taking differently: Apply topically nightly. Apply nightly at bedtime.)	113 g	1
• pregabalin (LYRICA) 50 MG capsule	Take 1 capsule (50 mg total) by mouth 3 (three) times daily.	42 capsule	0
• prochlorperazine 10 MG tablet	Take 1 tablet by mouth every 6 (six) hours as needed.	30 tablet	0
• Suvorexant (BELSOMRA) 20 MG Tab	Take 20 mg by mouth nightly.	30 tablet	2
• tamsulosin 0.4 MG Cap	Take 1 capsule (0.4 mg total) by mouth daily. Take daily until kidney stone is passed	30 capsule	0
• topiramate 100 MG tablet	Take 1 tablet by mouth 3 (three) times daily.		1
• Vitamin D, Ergocalciferol, 50000 UNITS capsule	Take 1 capsule (50,000 Units total) by mouth once a week.	12 capsule	3

No current facility-administered medications on file prior to visit.

Allergies

Allergen	Reactions
• Cephalexin	Anaphylaxis
• Oxycodone-Acetaminophen *Bumps in mouth*	Other (see comment)
• Tramadol	Headache
• Vicodin [Hydrocodone-Acetaminophen]	Headache

REVIEW OF SYSTEMS:
See hpi.

Physical Exam-
Filed Vitals:

	02/05/18 1334
BP:	112/74
Pulse:	98
Resp:	14
Temp:	97.8 °F (36.6 °C)
TempSrc:	Tympanic
SpO2:	99%
Weight:	57.4 kg (126 lb 9.6 oz)
Height:	5' 3" (1.6 m)

GEN- Appears to be in discomfort, holding ice pack on her neck.
HEENT- Normocephalic, atraumatic, moist mucous membranes.
CV- Regular rate and rhythm. Normal S1 and S2. No murmurs, rubs, or gallops.
RESP- Lungs clear to auscultation bilaterally.
ABD- Normoactive bowel sounds.
MS- Limited ROM at neck.

A/P:
1. Chronic back pain, migraines (worsened since MVA 10/2017), neck strain in MVA, fibromyalgia- No longer sees APM. Refilled percocet, butrans, lyrica. She will f/u with her neurologist for the migraines. For current headache, writer planned to give her toradol but our clinic was unfortunately out. Told to go home and take anti-emetic, as she just took a relpax.

2. Bipolar, ADD, anxiety disorder, PTSD, OCD- Stable. No longer sees psychiatrist, Dr. Baxter requested that PCP manage meds. Refilled xanax, belsomra, dextroamphetamine. Referral to counselor with Aurora system, per patient preference.

3. Dysfunctional uterine bleeding- Encouraged her to f/u with Dr. Abbitz.

4. F/u 2 mo.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Revenue Location (continued)

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
2/5/2018 1:00 PM	Sarah Smith, MD	Oos Family Practice	78845947	PRV OOSTBURG

Progress Notes by Kaylene M Wittneben, CMA at 2/5/2018 1:00 PM

Author: Kaylene M Wittneben, CMA | Service: (none) | Author Type: Medical Assistant
Filed: 2/5/2018 4:37 PM | Encounter Date: 2/5/2018 | Status: Signed
Editor: Kaylene M Wittneben, CMA (Medical Assistant)

Yes- In compliance with Act 266, I have researched the ePDMP and have found no concerning issues.

Drug Details	Drug Class	Drug Qty	Rx Dates	Prescriber	Dispenser	Patient	Patient Details
Oxycodone w/ Acetaminophen 10MG / Tablet Rx# 2200607	Opioid	Qty: 21 Days: 7 Refills: 0	Prescribed: 1/30/2018 Dispensed: 1/30/2018	SMITH,SARAH 15 S 10TH ST OOSTBURG WI, 53070	PICK N SAVE PHARMACY #6432 1317 N 25TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 N 10TH ST APT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Alprazolam 1MG / Tablet Rx# 4200369	Benzodiazepine	Qty: 21 Days: 7 Refills: 0	Prescribed: 1/30/2018 Dispensed: 1/30/2018	SMITH,SARAH 15 S 10TH ST OOSTBURG WI, 53070	PICK N SAVE PHARMACY #6432 1317 N 25TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 N 10TH ST APT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Oxycodone w/ Acetaminophen 10MG / Tablet Rx# 3432027	Opioid	Qty: 21 Days: 7 Refills: 0	Prescribed: 1/24/2018 Dispensed: 1/26/2018	RAUTMANN,RACHEL 15 S 10TH ST OOSTBURG WI, 53070	WALGREEN CO. 1029 N 14TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 NORTH 10TH STREETAPT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Dextroamphetamine Sulfate 15MG / Capsule Extended Release 24 Hour Rx# 3431854	Stimulant	Qty: 56 Days: 14 Refills: 0	Prescribed: 1/24/2018 Dispensed: 1/24/2018	RAUTMANN,RACHEL 15 S 10TH ST OOSTBURG WI, 53070	WALGREEN CO. 1029 N 14TH ST SHEBOYGAN WI, 53081	KRAEMER, ALICIA DOB: 6/22/1982	828 NORTH 10TH STREETAPT 204 SHEBOYGAN WI, 53081 Pay Type: Medicaid
Pregabalin	Other	Qty: 4	Prescribed	RAUTMANN,RACH	WALGREEN	KRAEMER	828 NORTH

Visit Summary (Visit 173)
Visit Balances

Tot Chg	Tot Db Adj	Ins Pmt	Ins Adj	Self Pmt	Self Adj	Balance	Ins Bal	Self Bal
155.00	0.00	30.30	124.70	0.00	0.00	0.00	0.00	0.00

Visit Information

Patient:	Alicia A Kraemer [60528866]	Encounter form #:	12365438
Service date:	10/13/17	Provider:	Sarah Smith, MD
Location:	OOSTBURG	Referring provider:	
Place of service:	OOSTBURG (11-11)	Billing provider:	Sarah Smith, MD
Department:	OOS FAMILY PRACTICE		
Injury date:	10/4/17		
Diagnosis:	1) S16.1XXD - Strain of muscle, fascia and tendon at neck level, subsequent encounter [Active] 2) G89.29 - Other chronic pain [Active]		
Alternate Diagnosis:			

Activity History (Visit 173)
Show Detail

Posted: 10/14/17

Charges

		Tx #	Svc Date	Procedure	#	Diagnosis	C	Charge	Insurance	Due
⊞	C	537	10/13/17	99213 (CPT®) OFFICE/OUTPT	1	1,2	Y	155.00	0.00	0.00

Posted: 10/17/17

Claims

	Payor	Invoice	Form
C	UNITEDHEALTHCARE COMM PLA	A164679710	Elec PREVEA WI EDS 5

Posted: 11/7/17

Payments and Credit Adjustments

		Tx #	Svc Date	Procedure	Payor	Amount	Balance
⊞	P	545	11/6/17	200006 INSU PAYMENT	UNITEDHEALTH	30.30	
⊞	A	546	11/6/17	200021 W/O MA HMO F	UNITEDHEALTH	124.70	

Actions Performed

	Action	Payor	Performed on Tx	Amount
A	Not Allowed Adjustment		537	124.70

Action History (Visit 173)

Action Date	Action	Pmt Payor	Adj Code	Tx #	Amount	User
11/7/17	Not Allowed Adjustment	No payor on pmt	W/O MA HMO FEE	537	124.70	2581-MOMMAERT PENNY

Remittance Code: 45 (Mapped to: 45-OVER CONTRACTED FEE ARRANGEMENT. Selected: 45-OVER CONTRACTED FEE ARRANGEMENT.)

Claim History (Visit 173)

Filed	Resubmit	Payor	Plan	Ins	Amount	Payment Date	Pay/Adj Amt
10/17/17		UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Y	155.00	11/7/17	155.00

Visit 173 Coverages
Hide All Details View Visit Coverages Show Unused Coverages Show Default Coverages

Visit Coverages

	F/O	Payor	Plan	Effective Dates
⊟	1	UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Effective from 4/1/2014

Visit Summary (Visit 182)

Visit Balances

Tot Chg	Tot Db Adj	Ins Pmt	Ins Adj	Self Pmt	Self Adj	Balance	Ins Bal	Self Bal
242.00	0.00	0.00	0.00	0.00	0.00	242.00	242.00	0.00

Visit Information

Patient:	Alicia A Kraemer [60528866]	Encounter form #:	12875621
Service date:	2/5/18	Provider:	Sarah Smith, MD
Location:	OOSTBURG	Referring provider:	ESTABLISHED PATIENT
Place of service:	OOSTBURG (11-11)	Billing provider:	Sarah Smith, MD
Department:	OOS FAMILY PRACTICE		
Diagnosis:	1) F41.8 - Other specified anxiety disorders [Active] 2) G89.29 - Other chronic pain [Active]		
Alternate Diagnosis:			

Activity History (Visit 182)

Show Detail

Posted: 2/6/18

Charges

	Tx #	Svc Date	Procedure	#	Diagnosis	C	Charge	Insurance	Due
	574	2/5/18	99214 (CPT®) OFFICE/OUTPT	1	1,2	Y	242.00	242.00	242.00

Claims

	Payor	Invoice	Form
	UNITEDHEALTHCARE COMM PLA	A169530960	Elec PREVEA WI EDS 5

Action History (Visit 182)

Action Date	Action	Pmt Payor	Adj Code	Tx #	Amount	User

No Action History for this visit

Claim History (Visit 182)

Filed	Resubmit	Payor	Plan	Ins	Amount	Payment Date	Pay/Adj Amt
2/6/18		UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Y	242.00		No Payment On File

Visit 182 Coverages

Hide All Details View Visit Coverages Show Unused Coverages Show Default Coverages

Visit Coverages

F/O	Payor	Plan	Effective Dates
1	UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Effective from 4/1/2014

Contact:		Phone:	877-842-3210	Status:	E-Verified
Mail to:	Payor Plan	Address:	PO BOX 5280 KINGSTON NY 12402-5280		
Fin class:	MEDICAID MANAGED CARE	Group:			
Subs ID:	8402195385	Subs name:	KRAEMER,ALICIA A	Member ID:	8402195385
Rel to subs:	Self	Subs DOB:	6/22/1982	Subs SSN:	396-96-1646

SELF-PAY

Coverage Change History

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

	nightly at bedtime.		
pregabalin (LYRICA) 50 MG capsule	Take 1 capsule (50 mg total) by mouth 3 (three) times daily.	8/28/17	Sarah Smith, MD
prochlorperazine 10 MG tablet	Take 1 tablet by mouth every 6 (six) hours as needed.	8/12/14	Sarah Smith, MD
Suvorexant (BELSOMRA) 20 MG Tab	Take 20 mg by mouth nightly.	7/25/17	Sarah Smith, MD
tamsulosin 0.4 MG Cap	Take 1 capsule (0.4 mg total) by mouth daily. Take daily until kidney stone is passed	9/20/17	Rachel Rautmann, APNP
topiramate 100 MG tablet	Take 1 tablet by mouth 3 (three) times daily.	5/25/17	Doc Abstract
Vitamin D, Ergocalciferol, 50000 UNITS capsule	Take 1 capsule (50,000 Units total) by mouth once a week.	4/27/17	Sarah Smith, MD

Allergies

Allergen	Reactions
• Cephalexin	Anaphylaxis
• Oxycodone-Acetaminophen *Bumps in mouth*	Other (see comment)
• Tramadol	Headache
• Vicodin [Hydrocodone-Acetaminophen]	Headache

Review of Systems

Review of Systems
Musculoskeletal: Positive for back pain and neck pain.
Neurological: Positive for headaches.
All other systems reviewed and are negative.

Physical Exam

Filed Vitals:

	10/04/17 2012
BP:	95/63
Pulse:	94
Resp:	18
Temp:	98.3 °F (36.8 °C)
TempSrc:	Oral
SpO2:	99%
Weight:	56.7 kg (125 lb)
Height:	5' 5" (1.651 m)

Physical Exam
Constitutional: She is oriented to person, place, and time. She appears well-developed and well-nourished.
HENT:

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

Head: Normocephalic and atraumatic.
Right Ear: External ear normal.
Left Ear: External ear normal.
Nose: Nose normal.
Eyes: Conjunctivae and EOM are normal. Pupils are equal, round, and reactive to light.
Neck: Normal range of motion. Neck supple. Muscular tenderness present. No tracheal deviation present. No thyromegaly present.
Cardiovascular: Normal rate, regular rhythm, normal heart sounds and intact distal pulses. Exam reveals no gallop and no friction rub.
No murmur heard.
Pulmonary/Chest: Effort normal and breath sounds normal. No stridor. No respiratory distress. She has no wheezes. She has no rales. She exhibits no tenderness.
Abdominal: Soft. Bowel sounds are normal. She exhibits no distension and no mass. There is no tenderness. There is no rebound and no guarding.
Musculoskeletal: Normal range of motion. She exhibits no edema or deformity.
Lumbar back: She exhibits tenderness **(right paralumbar area)**.
Lymphadenopathy:
She has no cervical adenopathy.
Neurological: She is alert and oriented to person, place, and time. She has normal strength. No sensory deficit. Coordination normal.
Skin: Skin is warm and dry.
Nursing note and vitals reviewed.

ED Course

Procedures
DIAGNOSTICS:
LAB:
Results for orders placed or performed during the hospital encounter of 10/04/17
PREGNANCY TEST URINE

Result	Value	Ref Range
PREG TEST	NEGATIVE	NEGATIVE

IMAGING:
Results for orders placed or performed during the hospital encounter of 10/04/17
CT HEAD WO CON

Narrative
INTERPRETATION LOCATION: St. Vincent Hospital

Head CT without contrast 10/04/2017.

Comparison: None.

Clinical indication: Headache and trauma.

Findings:
There is no pneumothorax or effusion. There is no acute hemorrhage or abnormal extra-axial fluid collection. Hemorrhagic process or mass effect is not seen within the brain. A few senescent calcifications are present. Paranasal sinuses do not show an air-fluid level. Mastoid air cells do not show fluid. Calvarium is intact.

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

IMPRESSION:
No acute intracranial abnormality.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:10:59
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:13:25

CT CERV SPINE WO CON

Narrative
INTERPRETATION LOCATION: St. Vincent Hospital

CT scan cervical spine without contrast 10/04/2017.

Comparison: None.

Clinical indication: Pain.

Findings:
Prevertebral soft tissues are normal. There is no fracture or dislocation. There are degenerative disc changes. There is cervical straightening.

IMPRESSION:
No acute osseous deformity.

Dictated By: Riebe MD,Joshua
Dictated On: 10/04/2017 21:13:30
Electronically Signed By: Riebe MD, Joshua
Electronically Signed on: 10/04/2017 21:14:24

EMERGENCY DEPARTMENT TREATMENT & COURSE:

EMERGENCY DEPARTMENT MEDICAL DECISION MAKING: After evaluating the patient in the Emergency Department, multiple diagnoses were considered. The patient has been stabilized and no further surgical or medical management is needed in the Emergency Department.

DIAGNOSIS: The primary encounter diagnosis was Motor vehicle collision, initial encounter. Diagnoses of Closed head injury, initial encounter, Strain of neck muscle, initial encounter, and Acute right-sided low back pain without sciatica were also pertinent to this visit.

PLAN: The patient received written and verbal instructions prior to discharge. Patient indicated understanding and all questions were answered at this time. The patient should return to the ED if there are any worsening of symptoms. The patient is to follow up with Dr. Smith by appointment as soon as possible.

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:43 PM (continued)

The documentation recorded by the scribe reflects the service I personally performed and the decisions made by me.

MDM

Swen J Hilander, MD
10/05/17 0106

ST NICHOLAS HOSPITAL SHEBOYGAN
3100 Superior Ave.
SHEBOYGAN, WI 53081-1948

02/12/2018

Guarantor Name & Address

Alicia A Kraemer
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Account Number:
12902948

Guarantor Number:
607969

Patient Name:	Alicia A Kraemer	Date of Birth:	06/22/1982
Account Class:	Emergency	Sex:	F
Primary Coverage:	UNITEDHEALTHCARE COMM PLAN	Admission Date:	10/4/2017
Secondary Coverage:		Discharge Date:	10/4/2017

Hospital Charges

Svc Dt	Rev Code	HCPCS Code	Procedure	Qty	Chg Amount
10/04/2017	0307	81025	HC URINE PREGNANCY TEST	1	90.00
10/04/2017	0320	72100	HC XR L-SPINE 2-3V	1	310.00
10/04/2017	0350	70450	HC CT HEAD/BRAIN W/O CONTRAST	1	1,600.00
10/04/2017	0350	72125	HC CT C-SPINE W/O CONTRAST	1	1,600.00
10/04/2017	0450	99284	HC ER LEVEL 4	1	1,525.00
			Total Charges		**5,125.00**

Hospital Payments and Adjustments

Description	Amount
UNITEDHE Payments	-181.77
UNITEDHE Adjustments	-4,943.23
Total Insurance Payments and Adjustments	**-5,125.00**

Account Balance: $0.00

INFINITY HEALTHCARE PHYSICIANS
111 E WISCONSIN AVE
MILWAUKEE WI 53202-4815
(414)290-6720

Patient:
Acct #: IHC445793
KRAEMER,ALICIA A
828 N 10TH ST APT 204
SHEBOYGAN,WI 53081

Responsible party:
KRAEMER, ALICIA A
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Srvc. Date / Modifier(s)	Procedure Description / Diagnosis Code(s)	Location	Charge	Balance	Physician
10/04/2017	99284 - LEVEL 4: EVALUATION S16.1XXA, S09.90XA, M54.5	41 - SNH	$610.00	$0.00	HILANDER, SWEN J

Payment Information
Insurance Payment (291 - UHC/AMERICHOICE/MA): 11/03/2017 of $27.26 Adjustment: $582.74

TOTAL BALANCE: $0.00
Print Date: 02/22/2018

Reproduced: Thursday, February 22, 2018 09:26:21 AM (bcobb)

P-88141
A: T-88175-WI
HPV_WI: T-87624-WI

Performing Lab Location (Unless otherwise specified):
ACL Laboratories
8901 W. Lincoln Avenue, West Allis WI 53227

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
264 - ACL	ACL LABORATORIES	Unknown	8901 W Lincoln Ave West Allis WI 53227	11/18/13 1912 - Present

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Procedure Results

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL (Order 539277859)

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL [539277859] — Result status: Final result

Impression:
CHEMODENERVATION OF MUSCLES FOR CHRONIC MIGRAINE

Department of Neurology, The Aurora Sheboygan Clinic

Patient Name: Alicia A Kraemer
Date of Birth: 6/22/1982
Referring Physician: Tuttle, Paul V, MD
Date of Study: 10/31/2017

History: 34-year-old woman with history of chronic migraine referred for evaluation and treatment of same with botulinum toxin. The procedure was explained to the patient, side effects including local discomfort and bleeding at injection sites, and possible complications including excessive muscle weakness including neck muscle weakness were explained.

PROCEDURE NOTE: 100 units of Botox A. were injected with a half-inch, 30-gauge needle into the procerus, bilateral corrugator, bilateral frontalis, bilateral temporalis, bilateral occipitalis, and bilateral upper cervical paraspinals according to the standard protocol for treatment of chronic migraine. 5 units were injected into each site with a dilution of 5 units/0.1 cc. There was no significant bleeding. The patient tolerated the procedure well and will call back in 10-14 days with an update. Return in 3-4 months for repeat injection.

Patient Demographics (continued)

920-917-2575 (Mobile) *Preferred*

Progress Notes by Paul Tuttle V, MD at 10/31/2017 7:40 PM

Author: Paul Tuttle V, MD	Service: (none)	Author Type: Physician
Filed: 11/1/2017 4:26 PM	Encounter Date: 10/31/2017 7:40 PM	Creation Time: 10/31/2017 7:40 PM
Status: Signed	Editor: Paul Tuttle V, MD (Physician)	

Return visit for this 35 year old female with headaches.

Headache Diagnosis: Chronic daily headache and intermittent migraine.
Comorbid diagnoses: Chronic pain. Anxiety and depression.
Headache Frequency: See above.
History of Analgesic Rebound: No.
Age at Onset of Headaches: Long-standing.
Current Interval Medication: Relpax. Imitrex injection prescribed 10/31/17.
Interval Medications Used Previously/Response: N/A.
Current Preventative Medication: Topamax 300 mg daily
Botox therapy: May 2015, September 2015, January, September 2016.
Preventive Medications Used Previously/Response: N/A.
Degree of Headache Control: fair
Brain Imaging: N/A.

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix	
• Anxiety and depression	
• Bipolar disorder (CMS/HCC)	
• H/O: substance abuse *Valium*	2/2012
• IBS (irritable bowel syndrome)	
• Kidney stone *H/O lithotripsy*	12/2012
• Migraine	
• Splenic artery aneurysm (CMS/HCC)	8/30/2014

Current Outpatient Prescriptions

Medication
• prochlorperazine (COMPAZINE) 25 MG suppository
• eletriptan (RELPAX) 40 MG tablet
• topiramate (TOPAMAX) 100 MG tablet
• hydroCORTisone (CORTIZONE) 2.5 % cream
• DISPENSE
• ALPRAZolam (XANAX) 0.5 MG tablet
• Buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY
• oxyCODONE/APAP (PERCOCET) 10-325 MG per tablet
• DICYCLOMINE HCL PO
• amphetamine-dextroamphetamine (ADDERALL) 15 MG tablet
• Pregabalin (LYRICA PO)

Progress Notes by Paul Tuttle V, MD at 10/31/2017 7:40 PM (continued)

- SUMAtriptan (IMITREX) 6 MG/0.5ML injection solution
- SUMAtriptan (SUMAVEL DOSEPRO) 6 MG/0.5ML jet-injector
- metroNIDAZOLE (FLAGYL) 500 MG tablet
- acyclovir (ZOVIRAX) 200 MG capsule

No current facility-administered medications for this visit.

Interval History: Return visit for this 35-year-old woman with intractable migraine headaches/chronic daily headache. Continues on topiramate, has Relpax to use as needed for migraine. Although the Relpax helps she does not always get a very rapid response. Recalls in the past that she had used Imitrex injection but she thinks she stopped using it because it was not as effective as it had been. No side effects from the topiramate. No recurrence of kidney stones. She does feel the Botox injections have decreased the frequency and severity of migraines.

Examination:

Visit Vitals

BP	113/70
Pulse	96
Ht	5' 5" (1.651 m)
Wt	54 kg
BMI	19.80 kg/m²

Well-developed, well-nourished female who is alert and oriented x 3 in no distress.

IMPRESSION: Common migraine headaches under reasonable control with her current medication regimen. She continues on topiramate. No further flareups of her kidney stones. She wonders about using Imitrex injection again for the more severe, rapid onset migraines. Has used Imitrex in the past but not in a number of years.

PLAN: I did give her prescription for Imitrex injection, also renewed her Compazine suppository. Botox injection today. Return in 3–4 months.

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Progress Notes by Paul Tuttle V, MD at 1/29/2018 3:38 PM

Author: Paul Tuttle V, MD	Service: (none)	Author Type: Physician
Filed: 2/6/2018 2:44 PM	Encounter Date: 1/29/2018 3:38 PM	Creation Time: 1/29/2018 3:38 PM
Status: Signed	Editor: Paul Tuttle V, MD (Physician)	

Return visit for this 35 year old female with headaches.

Headache Diagnosis: Chronic daily headache and intermittent migraine.
Comorbid diagnoses: Chronic pain. Anxiety and depression.
Headache Frequency: See above.

Progress Notes by Paul Tuttle V, MD at 1/29/2018 3:38 PM (continued)

History of Analgesic Rebound: No.
Age at Onset of Headaches: Long-standing.
Current Interval Medication: Relpax. Imitrex injection prescribed 10/31/17.
Interval Medications Used Previously/Response: N/A.
Current Preventative Medication: Topamax 300 mg daily
Botox therapy: May 2015, September 2015, January, September 2016.
Preventive Medications Used Previously/Response: N/A.
Degree of Headache Control: fair
Brain Imaging: N/A.

Past Medical History:

Diagnosis	Date
• Abnormal Pap smear of cervix	
• Anxiety and depression	
• Bipolar disorder (CMS/HCC)	
• H/O: substance abuse *Valium*	2/2012
• IBS (irritable bowel syndrome)	
• Kidney stone *H/O lithotripsy*	12/2012
• Migraine	
• Splenic artery aneurysm (CMS/HCC)	8/30/2014

Current Outpatient Prescriptions

Medication:

- topiramate (TOPAMAX) 100 MG tablet
- eletriptan (RELPAX) 40 MG tablet
- SUMAtriptan (IMITREX) 6 MG/0.5ML injection solution
- prochlorperazine (COMPAZINE) 25 MG suppository
- metroNIDAZOLE (FLAGYL) 500 MG tablet
- hydroCORTisone (CORTIZONE) 2.5 % cream
- DISPENSE
- acyclovir (ZOVIRAX) 200 MG capsule
- ALPRAZolam (XANAX) 0.5 MG tablet
- Buprenorphine (BUTRANS) 20 MCG/HR PATCH WEEKLY
- oxyCODONE/APAP (PERCOCET) 10-325 MG per tablet
- DICYCLOMINE HCL PO
- amphetamine-dextroamphetamine (ADDERALL) 15 MG tablet
- Pregabalin (LYRICA PO)
- SUMAtriptan (SUMAVEL DOSEPRO) 6 MG/0.5ML jet-injector

No current facility-administered medications for this visit.

Interval History: Return visit for this 35-year-old woman with intractable migraine headaches/chronic daily headache. Continues on topiramate, has Relpax to use as needed for migraine. Although the Relpax helps she does not always get a very rapid response. Recalls in the past that she had used Imitrex injection but she thinks she stopped using it because it was not as effective as it had been. No side effects from the topiramate.

Progress Notes by Paul Tuttle V, MD at 1/29/2018 3:38 PM (continued)

No recurrence of kidney stones. She does feel the Botox injections have decreased the frequency and severity of migraines. She has had more frequent migraines following a motor vehicle accident in October in which she was rear ended. She says that she hit her head against the steering wheel. Continues on topiramate 300 mg at bedtime, uses Relpax as needed for migraine.

Examination:

Visit Vitals

BP	104/72
Pulse	98
Ht	5' 5" (1.651 m)
Wt	54.9 kg
BMI	20.14 kg/m²

Well-developed, well-nourished female who is alert and oriented x 3 in no distress.

IMPRESSION: Refractory migraine headaches under poor control, increased headache frequency after the motor vehicle accident with head trauma this past October.

PLAN: I would like Alicia to split the topiramate dose so that she takes 100 mg in the morning and 200 mg at night. The twice daily dosing may be more effective than taking it all at bedtime. Continue Relpax p.r.n. We will plan to proceed with a Botox injection today. Return in 3 months.

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Progress Notes by Leslie C Abitz, MD at 2/15/2018 12:07 PM

Author: Leslie C Abitz, MD	Service: (none)	Author Type: Physician
Filed: 2/15/2018 12:10 PM	Encounter Date: 2/15/2018 12:07 PM	Creation Time: 2/15/2018 12:07 PM
Status: Signed	Editor: Leslie C Abitz, MD (Physician)	

Chief Complaint

Patient presents with

- Gyn Exam

History of Present Illness:

Alicia is a 35 year old female, G1 P1 is seen today for ongoing menometrorrhagia. The patient has had intermenstrual bleeding almost constantly now for about the last 2 years. She had breakthrough bleeding on the Nexplanon and the Mirena. Now she's been bleeding with no hormones whatsoever pretty much daily. She states that sometimes the bleeding is light and sometimes its heavy. She has a history significant for having had 2 LEEP procedures. She was due for a Pap smear today therefore that was done. I have recommended now a diagnostic hysteroscopy. She originally wanted to have it done at the hospital but we have agreed that she will do it here in the office with a very thorough paracervical block as well as some IV sedation. Alisha does suffer from severe anxiety and depression.

DICTATING PHYSICIAN:

Paul V. Tuttle, M.D.
Staff Neurologist

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work) 920-917-2575 (Mobile) *Preferred*	aak143@yahoo.com

Procedure Results

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL (Order 561905439)

CHEMODENERVATION MUSCLE BILAT INNERVATED FACIAL TRIGEM CERVICAL SPINAL [561905439] — Result status: Final result

Impression:
CHEMODENERVATION OF MUSCLES FOR CHRONIC MIGRAINE

Department of Neurology, The Aurora Sheboygan Clinic

Patient Name: Alicia A Kraemer
Date of Birth: 6/22/1982
Referring Physician: Tuttle V, Paul, MD
Date of Study: 1/29/2018

History: 34-year-old woman with history of chronic migraine referred for evaluation and treatment of same with botulinum toxin. The procedure was explained to the patient, side effects including local discomfort and bleeding at injection sites, and possible complications including excessive muscle weakness including neck muscle weakness were explained.

PROCEDURE NOTE: 100 units of Botox A. were injected with a half-inch, 30-gauge needle into the procerus, bilateral corrugator, bilateral frontalis, bilateral temporalis, bilateral occipitalis, and bilateral upper cervical paraspinals according to the standard protocol for treatment of chronic migraine. 5 units were injected into each site with a dilution of 5 units/0.1 cc. There was no significant bleeding. The patient tolerated the procedure well and will call back in 10-14 days with an update. Return in 3-4 months for repeat injection.

DICTATING PHYSICIAN:

Paul V. Tuttle, M.D.
Staff Neurologist

Patient Demographics

Address	Phone	E-mail Address
828 N 10TH ST APT 204 SHEBOYGAN WI 53081	000-000-0000 (Home) 000-000-0000 (Work)	aak143@yahoo.com

Aurora Medical Group Sheboygan Clinic

Aurora Health Care
PO BOX 091700
Milwaukee, WI 53209-8700
Ph:(800) 326-2250

Detailed Bill Date: 02/15/18

Account ID
1423391

Guarantor Name & Address
Alicia A Kraemer
828 N 10th St Apt 204
Sheboygan, WI 53081

Visit ID
156914181

Detailed Bill For

Patient Name: Kraemer, Alicia A
Account Class: Outpatient
Attending Physician: Paul Tuttle V, MD

Total Charges: 2,636.00
Service Date:
10/31/2017

Professional Charges

10/31/17		J0585	ONABOTULINUMTOXINA TYPE A PER ONE UNIT	100	1,400.00
10/31/17		64615	Chemodenervation of muscle(s) muscle(s) innervated by facial trigemina	1	996.00
10/31/17		99213	OFFICE/OUTPT VISIT	1	240.00
Total professional charges:					**2,636.00**

Professional Payments and Adjustments

MEDICAID INSURANCE PAYMENT - 11/17/17	-603.00
MEDICAID INSURANCE ADJUSTMENT - 11/17/17	-797.00
UHC COMM INSURANCE PAYMENT - 11/29/17	-124.51
UHC COMM INSURANCE ADJUSTMENT - 11/29/17	-1,111.49
Total professional payments and adjustments:	**-2,636.00**

Total Balance: 0.00

Printed by: N58674

Aurora Medical Group Sheboygan Clinic

Aurora Health Care
PO BOX 091700
Milwaukee, WI 53209-8700
Ph:(800) 326-2250

Detailed Bill Date: 02/15/18

Account ID
1423391

Guarantor Name & Address
Alicia A Kraemer
828 N 10th St Apt 204
Sheboygan, WI 53081

Visit ID
159524827

Detailed Bill For

Patient Name: Kraemer, Alicia A
Account Class: Outpatient
Attending Physician: Paul Tuttle V, MD

Total Charges: 2,742.00
Service Date:
01/29/2018

Professional Charges

01/29/18		90688	INFLUENZA QUADRIVALENT SPLIT >3 YRS VACCINE	1	30.00
01/29/18		J0585	ONABOTULINUMTOXINA TYPE A PER ONE UNIT	100	1,400.00
01/29/18		64615	Chemodenervation of muscle(s) muscle(s) innervated by facial trigemina	1	1,060.00
01/29/18		99213	OFFICE/OUTPT VISIT	1	252.00

Total professional charges: 2,742.00
Total professional payments and adjustments:

Total Balance: 2,742.00

Printed by: N58674

Property Damage

Client: Alicia Kraemer
Date of Accident: 10/4/17

$3,400.00 = NADA value of vehicle

Loss of use = $25.00 X 30 days

Loss of use = $750.00

Property damage = $3,400.00 + $750.00

Property damage = $4,150.00

Warning: Your license is expiring soon. Shop for online products

NADA Used Cars/Trucks

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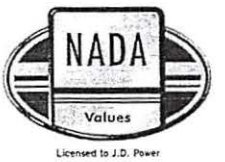

Period: January 29, 2018 **Region:** Midwest Region

VIN: 1G1ZT54895F187375 **Ref. Number:**

2005 Chevrolet Malibu Sedan 4D LS 3.5L V6

Mileage: 152,500 **Adjustment:** $0 **Base MSRP:** $21,060

Weight: 3,297

NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Low Auction*	N/A	N/A	N/A	N/A
Average Auction*	N/A	N/A	N/A	N/A
High Auction*	N/A	N/A	N/A	N/A
Rough Trade-In	$775	N/A	N/A	$775
Average Trade-In	$1,350	N/A	N/A	$1,350
Clean Trade-In	$1,825	N/A	N/A	$1,825
Clean Loan	$1,650	N/A	N/A	$1,650
Clean Retail	$3,400	N/A	N/A	$3,400

* The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size; drivetrain, and trim.

Vehicle Information

	Trade-In / Loan	Retail		Trade-In / Loan	Retail
✓ Aluminum/Alloy Wheels	N/A	N/A	☐ Power Seat	$125	$150
☐ Power Sunroof	$200	$225			

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WISCONSIN CERTIFICATE OF TITLE

Vehicle Identification Number	Year	Make			
1G1ZT54895F187375	2005	CHEVROLET			
Title Number	**Issue Date**	**Chassis Type**	**Odometer Reading**	**Odometer Status**	**Odometer Date**
06206C309006-2	07/25/2006	AUTO	26399	ACTUAL	07/18/2006
Product Number	**Body Style**	**Color**			
44693062069	4DR SEDAN	SILVER/ALUMINUM			

Titled Owner(s)

KRAEMER ALICIA A OR KRAEMER WILLIAM G
3017 ROLLING MEADOWS DR
SHEBOYGAN, WI 53083

The person, firm or corporation named on this Title is the lawful owner of the vehicle described, subject to any Security Interest (liens) shown. The order in which the Lien Holders appear on this Title does not necessarily represent their priority. The Wisconsin Department of Transportation will not be responsible for false or fraudulent odometer statements made in the assignment of the Certificate of Title or for errors in reporting mileage, brand disclosures or the history of the vehicle. The department has no actual knowledge about the history of the vehicle and makes no warranty that the title brands or mileage disclosures on prior titles have been carried forward onto this document.

1G1ZT54895F187375

Lien Holder(s)

00040250 WELLS FARGO AUTO FINANCE INC, PHOENIX

Additional Vehicle Detail

PREVIOUSLY TITLED IN: PA

SELLER: When the vehicle is sold, complete the ASSIGNMENT OF CERTIFICATE OF TITLE on the top back of this title and deliver the title to the purchaser with the vehicle. You may wish to retain a copy of this title with the purchaser's information and signature as proof of sale for your records.

PURCHASER: Apply for a new title with the Wisconsin Division of Motor Vehicles immediately. To legally operate this vehicle, you are required to register it with the Division of Motor Vehicles.

MAIL ADDRESS:
Wisconsin Department of Transportation
PO Box 7949, Madison, WI 53707-7949

5-3-2983573
T055 5/2004

QUESTIONS:
Contact the Division of Motor Vehicles at:
414-266-1140, 608-261-2563, 800-924-3570
www.dot.wisconsin.gov

KEEP IN SAFE PLACE — DO NOT KEEP IN VEHICLE

Any alteration, correction, fluid or erasure voids this title

Warning: Information contained in this document is subject to change

OP30B

October 26, 2007

Wells Fargo Auto Finance, Inc.
Customer Service, MAC #S4015-011
P.O.Box 29704 Phoenix, AZ 85038-9704

Alicia Kraemer
Wililam Kraemer
3017 Rolling Meadows Dr
Sheboygan, WI 53083

RE: Loan # 502-374-02999419001
Vehicle Desc:05 CHEVROLE MALIBU
VIN:1G1ZT54895F187375
Paid Date:October 26, 2007

Dear Alicia Kraemer & Wililam Kraemer:

Thank you for the final payment on your Wells Fargo Auto Finance account. We are pleased to inform you that as of the above date your account has been paid in full. The laws of some states require that we return a copy of your contract or note when the account is paid in full. If a copy is not enclosed, please feel free to use this letter as confirmation that your account has been paid in full. We recommand that you keep this letter with your copy of your contract or note.

We appreciate the opportunity to serve you and hope that you will consider Wells Fargo for all your present and future financial needs. If you have any questions, please contact our Customer Service Department at 1-800-55-WELLS (1-800-559-3557) (TDD: please use relay service), Monday through Friday , 8 a.m. to 8 p.m. ET and Saturday, 8 a.m. to 6 p.m. ET.

Sincerely,

Wells Fargo Auto Finance

TRAVEL REIMBURSEMENT REQUEST

NAME: Alicia Kraemer
DOA: 10/4/17

CURRENT MILEAGE RATE - $ .545 MILE

# of Trips	Miles / Trip	Dates	Providers Name	Total Miles
1	2.2/4.4	10/4/17	St. Nicholas Hospital 1601 N Taylor Drive Sheboygan, WI 53081	4.4
2	13.6/27.2	10/13/17 2/5/18	Prevea Oostburg Health Center 15 S. 10th St. Oostburg, WI	54.4
2	1.3/2.6	10/31/17 1/29/18	Aurora Sheboygan Clinic 2414 Kohler Memorial Dr. Sheboygan, WI 53081	2.6
			TOTAL MILES	**61.4**
		Total Amount Due	**at $ .545 = $**	**$33.46**

#24-17

MAY 24 '18 PM 4:27

HAUSMANN-MCNALLY, SC
ATTORNEYS AT LAW

633 WEST WISCONSIN AVENUE, SUITE 2000, MILWAUKEE, WI 53203
414-271-5300 / TOLL FREE 1-866-400-0090 / FAX 414-271-7760
WWW.HMINJURYLAW.COM

DAVID J. BISCHMANN*
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CHARLES HAUSMANN*
MILES G. LINDNER*
JOHN F. MCNALLY* ++
NATASHA R. MISRA* **
PAUL P. POBEREYKO# **
JAMES E. PRIESTLEY**
JULIE A. THEMER**
KEN A. WINJUM*** ##
MATTHEW T. WOLF++
THERESA WYBROW-ALBANO**

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LICENSED IN IL**
LICENSED IN IA***
LICENSED IN ND++
LICENSED IN IN#
LICENSED IN OH++
LICENSED IN NE##

MILWAUKEE OFFICE
(414) 271-5300
(866) 400-0090

APPLETON OFFICE
(920) 882-4861
(866) 882-4861

EAU CLAIRE OFFICE
(800) 227-6699

OHIO OFFICE
(614) 223-0100
(877) 223-0104

DECATUR OFFICE
(217) 424-8833
(866) 424-8833

ROCKFORD OFFICE
(815) 963-3688
(866) 963-3644

MERRILLVILLE OFFICE
(219) 791-9920
(877) 791-9375

DES MOINES OFFICE
(866) 400-0090

NORWALK OFFICE
(515) 981-5220

OMAHA OFFICE
(402) 537-9000
(866) 400-0090

May 22, 2018

Ms. Meredith DeBruin
City Clerk's Office
828 Center Ave., Ste. 100
Sheboygan, WI 53081

Re:	Our Client:	Alicia Kraemer
	Your Insured:	Ryan Shaw - Driver City of Sheboygan - Owner
	Date of Accident:	10/04/17

Dear Ms. DeBruin:

Enclosed please find an additional mileage calculation concerning the above-mentioned matter. As a result of this accident, our client was required to use her parent's vehicles due to the fact that the City of Sheboygan has yet to resolve the property damage of our client's vehicle. As a result of the accident, this provided quite a bit of wear and tear on her parents' vehicles and for such reasons, our client is seeking reimbursement for the wear and tear and mileage placed on these "rented" vehicles from her parents.

I kindly request that you take this into consideration and contact me upon your review to discuss settlement of the above-mentioned claim.

Sincerely,

Natasha R. Misra
Attorney at Law

NRM/dg
Enclosure
cc: Alicia Kraemer

WEAR AND TEAR/ MILEAGE REIMBURSEMENT REQUEST FOR RENTED VEHICLES

NAME: **Alicia Kraemer**
DOA: **10/4/17**

CURRENT MILEAGE RATE - $ .545 MILE

MILEAGE USED FROM OCTOBER 2017 TO MAY 2018= 3,220.00 MILES

3,220 MILES X $0.545= $1,754.90

WEAR AND TEAR/MILEAGE REIMBURSEMENT TOTALS= $1,754.90

MILEAGE USED DURING OCTOBER 2017 THRU MAY 2018

October 2017....Cherokee.....442 miles

November 2017....Cherokee..... 465 miles

December 2017.....Cherokee.....410 miles

January 2017.....Jeep..... 397 miles

February 2017.....Jeep.....276 miles

March 2917.....Jeep.....315 miles

April 2917.....Jeep.....350 miles

May 2917.....Jeep.....565 miles

CARS USED:

- Jeep Grand Cherokee, 2011
- Jeep Wrangler, 2009

VI

5.16

R. C. No. 320 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 288-17-18 by Finance and Personnel Committee and R. O. No. 252-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in; recommends referring to Finance and Personnel Committee of the new council.

Finance/Personnel
2019-2020
2.10.20 Rec'd.

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

5.13

R. C. No. 288 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 252-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019
4-8-19 refer to Finance + Personnel of new council

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

3.4

R. O. No. 252 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in.

Finance + Personnel
Finance + Personnel
& new Council

CITY CLERK

Claim 23-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Gavin Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy
Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00P

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Gavin Kraemer, a minor, residing at 828 N. 10th St., Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Gavin Kraemer, an minor resident of the City of Sheboygan, residing at 828 N. 10th St Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53227.

2. That Gavin Kraemer sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle, resulting in Mr. Shaw rear ending the vehicle Gavin Kraemer was a passenger in.

3. That a proximate cause of said injuries was the negligence of City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Gavin Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses.

5. That as a result of the aforestated incident and negligence, Alicia Kraemer, as mother of Gavin Kraemer, incurred, and will in the future continue to incur, medical expenses, and further has suffered, and will in the future suffer, the loss of society and companionship of her child Gavin Kraemer.

6. That the undersigned is one of the attorneys for Gavin Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission is permanent or expires ~~on~~ is permanent.

JAN 22 '18 PM 1:45

Claim # 23-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* MICHAEL J. RYAN
*† LINCOLN K. MURPHY
*JEREMY T. CHAVEZ
* DANIEL E. MEYLINK

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

January 16, 2018

Via Certified Mail

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Former Client: Gavin Kraemer
Accident of: October 4, 2017

Dear Ms. Richards:

Please be advised that our firm no longer represents Gavin Kraemer, with regard to the above matter. We are maintaining a lien for our attorney fees. Additionally, we are maintaining a separate lien for our costs. Prior to settlement, please call to confirm our final costs. We demand to be named on any settlement drafts.

If you have any questions please call me. Thank you.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy

Lincoln K. Murphy

LKM/to

Cc: Alicia Kraemer

Claim 23-17

APR 26 '18 PM 2:52

HAUSMANN-MCNALLY, SC

ATTORNEYS AT LAW

633 WEST WISCONSIN AVENUE, SUITE 2000, MILWAUKEE, WI 53203
414-271-5300 / TOLL FREE 1-866-400-0090 / FAX 414-271-7760
WWW.HMINJURYLAW.COM

DAVID J. BISCHMANN*
BENJAMIN T. COOK***
CHARLES HAUSMANN*
MILES G. LINDNER*
JOHN F. MCNALLY* ++
NATASHA R. MISRA* **
PAUL P. POBEREYKO# **
JAMES E. PRIESTLEY**
JULIE A. THEMER**
KEN A. WINJUM*** ##
MATTHEW T. WOLF++
THERESA WYBROW-ALBANO** ***

LICENSED IN WI*
LICENSED IN IL**
LICENSED IN IA***
LICENSED IN ND++
LICENSED IN IN#
LICENSED IN OH++
LICENSED IN NE##

MILWAUKEE OFFICE
(414) 271-5300
(866) 400-0090

APPLETON OFFICE
(920) 882-4861
(866) 882-4861

EAU CLAIRE OFFICE
(800) 227-6699

OHIO OFFICE
(614) 223-0100
(877) 223-0104

DECATUR OFFICE
(217) 424-8833
(866) 424-8833

ROCKFORD OFFICE
(815) 963-3688
(866) 963-3644

MERRILLVILLE OFFICE
(219) 791-9920
(877) 791-9375

DES MOINES OFFICE
(866) 400-0090

NORWALK OFFICE
(515) 981-5220

OMAHA OFFICE
(402) 537-9000
(866) 400-0090

April 24, 2018

Ms. Meredith DeBruin
City Clerk's Office
828 Center Ave., Ste. 100
Sheboygan, WI 53081

Re:	Our Client:	Gavin Kraemer
	Your Insured:	Ryan Shaw - Driver City of Sheboygan - Owner
	Date of Accident:	10/4/17

Dear Ms. DeBruin:

Enclosed please find the following medicals/specials concerning our client for the above-entitled matter:

1. Records and bill from St. Nicholas Hospital Sheboygan in the amount of $940.00;

2. Bill from Infinity Healthcare Physicians in the amount of $390.00; and

3. Records and bill from Prevea Oostburg Health Center in the amount of $155.00.

Medicals and Specials: $1,485.00

Please be advised that these are the final medical/specials regarding the above matter. Please contact me at 1-866-400-0090 upon receipt of this letter to discuss settlement.

Sincerely,

Natasha R. Misra /s/

Natasha R. Misra
Attorney at Law

NRM/bh
Enclosures
cc: Alicia Kraemer

Revenue Location

Name	Address	Phone
ST NICHOLAS HOSPITAL SHEBOYGAN	3100 Superior Avenue Sheboygan WI 53081-1948	920-459-8300

Procedure Info

No data filed

Encounter Information

	Department	Encounter #	Center
10/4/2017 8:02 PM	Sns Emergency Dept	66812590	HSHS SNS

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM

Author: Swen J Hilander, MD | Service: (none) | Author Type: Physician
Filed: 10/5/2017 1:07 AM | Date of Service: 10/4/2017 8:50 PM | Creation Time: 10/4/2017 8:50 PM
Status: Addendum | Editor: Swen J Hilander, MD (Physician)
Related Notes: Original Note by Nathan G Kuttickat filed at 10/4/2017 10:43 PM

I, Nathan G Kuttickat, acting as a scribe, am personally taking down the notes in the presence of Dr. Swen J Hilander, MD. **Take no action on this note until reviewed and authenticated by the physician.**

History

Chief Complaint
Patient presents with
- Motor Vehicle Accident

HPI Comments: Gavin W Kraemer is a 8-year-old male who presents after an MVA. Around 1830 pt was in the backseat of a car, the car infront of him stopped suddenly and his car was rear ended by an ambulance into the car infront of them. Pt was in a 2005 malibu mother described as wrecked now, he was restrained in a booster and there was no airbag deployment. He has some swelling on the back of the head, which he attributes to hitting his head on a TV at home after the accident. He has no complaints from the MVA. Denies headache. No other injuries or medical issues.

Patient is a 8-year-old male presenting with **MVA**.
History provided by: **Mother and patient**
Language interpreter used: **No**
Motor Vehicle Accident
Pertinent negatives include no headaches.

Past Medical History:

Diagnosis	Date
ADD (attention deficit hyperactivity disorder, inattentive type)	
Asthma	
Dental caries	
ETD (eustachian tube dysfunction)	
Reactive airway disease	
Speech delay *in speech therapy*	

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM (continued)

Past Surgical History:

Procedure	Laterality	Date
• ADENOIDECTOMY *at the same time with Dr. Campbell*		06/07/2011
• LYMPH NODE BIOPSY *Dr. Edward Smith*		04/26/2017
• TONSILLECTOMY		
• TYMPANOSTOMY TUBE PLACEMENT		06/07/2011

Family History

Problem	Relation	Age of Onset
• mood problems [OTHER] *anxiety, bipolar issues*	Mother	
• ADD [OTHER]	Mother	
• Depression *also anxiety, ADD*	Maternal Grandmother	
• ADD [OTHER] *also anxiety*	Maternal Grandfather	

Social History

Substance Use Topics

- Smoking status: Never Smoker
- Smokeless tobacco: Never Used
- Alcohol use No

Prior to Admission medications

Medication	Sig	Start Date	End Date	Taking ?	Authorizing Provider
ALBUTEROL (2.5 MG/3ML) 0.083% nebulizer solution	USE ONE VIAL VIA NEBULIZER EVERY 4 HOURS AS NEEDED FOR WHEEZING OR SHORTNESS OF BREATH	9/7/16			Sarah Smith, MD
Masks (PEDIATRIC MEDIUM MASK) Misc	Please administer appropriate size for a 5 year old.	3/26/15			Sarah Smith, MD
Polyethylene Glycol 3350 (MIRALAX OR)	Take by mouth.				Doc Abstract
Respiratory Therapy Supplies (NEBULIZER/PEDIATRIC MASK) Kit	Please dispense with all supplies.	8/24/15			Sarah Smith, MD
Spacer/Aero-Holding Chambers Device	Use as directed.	1/30/15			Sarah Smith, MD

Allergies

Allergen	Reactions
• Amoxicillin	Nausea and Vomiting

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM (continued)

Review of Systems

Review of Systems
HENT:
Small bump on head
Neurological: Negative for headaches.
All other systems reviewed and are negative.

Physical Exam

Filed Vitals:

	10/04/17 2007
BP:	102/55
Pulse:	99
Resp:	20
Temp:	98.2 °F (36.8 °C)
TempSrc:	Oral
SpO2:	98%
Weight:	28.3 kg (62 lb 7 oz)

Physical Exam
Constitutional: He appears well-developed and well-nourished. He is active and cooperative.
HENT:
Head: Atraumatic. No signs of injury.
Right Ear: Tympanic membrane normal.
Left Ear: Tympanic membrane normal.
Nose: Nose normal.
Mouth/Throat: Mucous membranes are moist. Dentition is normal. Oropharynx is clear.
Small area of swelling on back of scalp
Eyes: Conjunctivae and EOM are normal. Pupils are equal, round, and reactive to light.
Neck: Normal range of motion.
Cardiovascular: Normal rate and regular rhythm. Pulses are palpable.
No murmur heard.
Pulmonary/Chest: Effort normal and breath sounds normal. There is normal air entry. No stridor. No respiratory distress. Air movement is not decreased. He has no wheezes. He has no rhonchi. He has no rales. He exhibits no retraction.
Abdominal: Soft. Bowel sounds are normal. He exhibits no distension and no mass. There is no tenderness. There is no rebound and no guarding.
Musculoskeletal: Normal range of motion. He exhibits no edema, tenderness, deformity or signs of injury.
Neurological: He is alert and oriented for age. He has normal strength. No cranial nerve deficit or sensory deficit. Coordination and gait normal.
Skin: Skin is warm and dry.
Nursing note and vitals reviewed.

ED Course

Procedures
DIAGNOSTICS:

ED Provider Notes by Swen J Hilander, MD at 10/4/2017 8:50 PM (continued)

EMERGENCY DEPARTMENT TREATMENT & COURSE:

EMERGENCY DEPARTMENT MEDICAL DECISION MAKING: After evaluating the patient in the Emergency Department, multiple diagnoses were considered. The patient has been stabilized and no further surgical or medical management is needed in the Emergency Department.

DIAGNOSIS: The primary encounter diagnosis was Motor vehicle collision, initial encounter. A diagnosis of Contusion of scalp, initial encounter was also pertinent to this visit.

PLAN: The patient's mother received written and verbal instructions prior to discharge. Patient's mother indicated understanding and all questions were answered at this time. The patient should return to the ED if there are any worsening of symptoms. The patient is to follow up with Dr. Smith as needed.

The documentation recorded by the scribe reflects the service I personally performed and the decisions made by me.

MDM

Swen J Hilander, MD
10/05/17 0107

ST NICHOLAS HOSPITAL SHEBOYGAN
3100 Superior Ave.
SHEBOYGAN, WI 53081-1948

02/12/2018

Guarantor Name & Address

Alicia A Kraemer
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Account Number:
12902949

Guarantor Number:
607969

Patient Name:	Gavin W Kraemer	Date of Birth:	09/23/2009
Account Class:	Emergency	Sex:	M
Primary Coverage:	UNITEDHEALTHCARE COMM PLAN	Admission Date:	10/4/2017
Secondary Coverage:		Discharge Date:	10/4/2017

Hospital Charges

Svc Dt	Rev Code	HCPCS Code	Procedure	Qty	Chg Amount
10/04/2017	0450	99283	HC ER LEVEL 3	1	940.00

Hospital Payments and Adjustments

Description	Amount
UNITEDHE Payments	-59.86
UNITEDHE Adjustments	-880.14
Total Insurance Payments and Adjustments	-940.00

Account Balance: $0.00

AUG 5 '19 PM 2:12 Claim #23-17

NOTICE OF CLAIM FOR DAMAGES PURSUANT TO WIS. STAT. § 893.80

TO: CITY OF SHEBOYGAN
C/o MEREDITH DEBRUIN, CITY CLERK
828 Center Avenue
Sheboygan, WI 53081

Process Server Pat
Date 8/5/19 Time: 2:00 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

PLEASE TAKE NOTICE that on October 4, 2017, Gavin Kraemer, a minor residing with his mom, Alicia Kraemer at 828 North 10th Street, Apt. 204, Sheboygan, Wisconsin was involved in an automobile accident on 1600 Block of Erie Avenue, City and County of Sheboygan, causing him to sustain personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

LIABILITY

Liability for the injuries is claimed as follows:

The City of Sheboygan on account of its liability for the acts of its agents and employees, and particularly Ryan J. Shaw, as further set in this Claim for Damages, who was acting within the scope of his employment at the time of said accident. At time of said accident Ryan J. Shaw was driving an ambulance, owned by the City of Sheboygan, when they collided with the rear end of the motor vehicle being operated by Alicia Kraemer, in which Gavin Kraemer was a passenger.

The said accident was caused by the negligence of the City of Sheboygan, on account of its employee, Ryan J. Shaw, for

negligently operating said vehicle at and immediately prior to the time of said accident.

Said employee, Ryan J. Shaw, failed to keep proper look out, failed to manage and control the ambulance, drove inattentively, did not leave enough room to safely stop, and was negligent in properly driving said ambulance at and immediately prior to said collision.

DAMAGES

As a proximate result of the above-described negligence, Gavin Kraemer sustained personal injuries to the back, bump on the back of his head, and a concussion, causing him to incur medical bills and expenses, as well as future expenses, and pain and suffering all to his damage in the amount of:

MEDICAL BILLS TO DATE:

St. Nicholas Hospital Sheboygan	$ 940.00
Infinity Healthcare Physicians	$ 390.00
Prevea Oostburg Health Center	$ 155.00
PAST AND FUTURE PAIN AND SUFFERING:	$ 3,500.00
TOTAL CLAIM:	$ 4,985.00

WHEREFORE, Gavin Kraemer, demands FOUR THOUSAND NINE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS ($4,985.00) from said City of Sheboygan and Ryan J. Shaw.

DATED at Milwaukee, Wisconsin this 2nd day of August 2019.

BY: _____

DAVID J. BISCHMANN
SBW#: 1000754
MILES G. LINDNER
SBW#: 1023087
Attorneys for Claimant

P.O. ADDRESS:
648 North Plankinton Avenue
Suite 418
Milwaukee, WI 53203
PH:(414) 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Lindner Law LLC, on behalf of the claimant, Gavin Kraemer at 648 North Plankinton Avenue, Suite 418, Milwaukee, WI 53203 Ph. (414) 271-5300.

INFINITY HEALTHCARE PHYSICIANS
111 E WISCONSIN AVE
MILWAUKEE WI 53202-4815
(414)290-6720

Patient:
Acct #: IHC518373
KRAEMER,GAVIN W
828 N 10TH ST APT 204
SHEBOYGAN,WI 53081

Responsible party:
KRAEMER, ALICIA A
828 N 10TH ST APT 204
SHEBOYGAN, WI 53081

Srvc. Date / Modifier(s)	Procedure Description / Diagnosis Code(s)	Location	Charge	Balance	Physician
10/04/2017	99283 - LEVEL 3: EVALUATION	41 - SNH	$390.00	$0.00	HILANDER, SWEN J
TJ	S00.03XA				

Payment Information
Insurance Payment (291 - UHC/AMERICHOICE/MA): 11/03/2017 of $40.95 Adjustment: $349.05

TOTAL BALANCE: $0.00
Print Date: 02/22/2018

Reproduced: Thursday, February 22, 2018 10:00:32 AM (bcobb)

Telephone Encounter by Kristine M Riley, RN at 10/12/2017 3:54 PM (continued)

Author: Kristine M Riley, RN | Service: (none) | Author Type: Registered Nurse
Filed: 10/12/2017 3:55 PM | Encounter Date: 10/12/2017 | Status: Signed
Editor: Kristine M Riley, RN (Registered Nurse)

Telephone call from mother. Mother is requesting appointment for child in follow up from motor vehicle accident with possible concussion. Appointment made for tomorrow.

Revenue Location

Name	Address
OOSTBURG	15 SOUTH 10TH STREET Oostburg WI 53070-1370

Procedure Info

No data filed

Encounter Information

	Provider	Department	Encounter #	Center
10/13/2017 2:30 PM	Sarah Smith, MD	Oos Family Practice	66994488	PRV OOSTBURG

Progress Notes by Sarah Smith, MD at 10/13/2017 2:30 PM

Author: Sarah Smith, MD | Service: (none) | Author Type: Physician
Filed: 10/13/2017 3:19 PM | Encounter Date: 10/13/2017 | Status: Signed
Editor: Sarah Smith, MD (Physician)

CC: Follow Up (MVA, 10/4/17) and Letter (school excuse for today)

HPI: Gavin W Kraemer is a 8-year-old male who presents today after hitting his head in a MVA on 10/4. According to mom, was rear-ended by an ambulance. Gavin was in a low-back booster but hit the back of his head on the seat. No LOC. Was transported by car to ER later that day. No imaging. Mom states he has a concussion and was reportedly initially irritable and not feeling well, causing him to miss a couple days of school. He is still not participating in any gym. Today Gavin denies any headaches, dizziness, n/v, vision changes, etc. Mom thinks he is back to normal.

Past Medical History:

Diagnosis	Date
• ADD (attention deficit hyperactivity disorder, inattentive type)	
• Asthma	
• Dental caries	
• ETD (eustachian tube dysfunction)	
• Reactive airway disease	
• Speech delay *in speech therapy*	

Past Surgical History:

Procedure	Laterality	Date
• ADENOIDECTOMY *at the same time with Dr. Campbell*		06/07/2011
• LYMPH NODE BIOPSY *Dr. Edward Smith*		04/26/2017

- TONSILLECTOMY
- TYMPANOSTOMY TUBE PLACEMENT 06/07/2011

Current Outpatient Prescriptions on File Prior to Visit

Medication	Sig	Dispense	Refill
• ALBUTEROL (2.5 MG/3ML) 0.083% nebulizer solution	USE ONE VIAL VIA NEBULIZER EVERY 4 HOURS AS NEEDED FOR WHEEZING OR SHORTNESS OF BREATH	1350 mL	0
• Masks (PEDIATRIC MEDIUM MASK) Misc	Please administer appropriate size for a 5 year old.	1 each	0
• Polyethylene Glycol 3350 (MIRALAX OR)	Take by mouth.		
• Respiratory Therapy Supplies (NEBULIZER/PEDIATRIC MASK) Kit	Please dispense with all supplies.	1 kit	0
• Spacer/Aero-Holding Chambers Device	Use as directed.	1 Device	0

No current facility-administered medications on file prior to visit.

Allergies

Allergen	Reactions
• Amoxicillin	Nausea and Vomiting

REVIEW OF SYSTEMS:
See hpi.

Physical Exam-
Filed Vitals:

	10/13/17 1433
BP:	94/62
Pulse:	85
Temp:	96.4 °F (35.8 °C)
TempSrc:	Tympanic
SpO2:	98%
Weight:	28.1 kg (62 lb)

GEN- Appears well and in no apparent distress. Alert and oriented to person, place and self.
HEENT- Normocephalic, atraumatic, moist mucous membranes.
Neck- No lymphadenopathy or thyromegaly. No contusion/lacerations seen.
BACK- A tiny abrasion seen on the right mid spine and a tiny contusion seen on left upper back.
NEURO- CNs 2-12 intact bilaterally and moving all extremities equally.

A/P:
1. H/o mild head trauma and possible concussion after MVA 9 days ago- Doing well now. School excuse written for days he missed. Can go back to gym class.

PREVEA
health

October 11, 2017

Gavin W Kraemer
828 N 10th St Apt 204
Sheboygan WI 53081

Gavin W Kraemer was involved in a car accident on 10/4/2017. Please excuse him from physical activity/gym class from 10/4/2017 - 10/13/2017.

RACHEL RAUTMANN, NP
FAMILY PRACTICE

PREVEA
health

October 13, 2017

Gavin W Kraemer
828 N 10th St Apt 204
Sheboygan WI 53081

Gavin W Kraemer is presently under my care and treatment and is able to return to gym until/on 10/16/17.

Currently no restrictions

Sarah Smith MD

SARAH SMITH, MD
FAMILY PRACTICE

Visit Summary (Visit 172)

Visit Balances

Tot Chg	Tot Db Adj	Ins Pmt	Ins Adj	Self Pmt	Self Adj	Balance	Ins Bal	Self Bal
155.00	0.00	32.63	122.37	0.00	0.00	0.00	0.00	0.00

Visit Information

Patient:	Gavin W Kraemer [55101799]	Encounter form #:	12365445
Service date:	10/13/17	Provider:	Sarah Smith, MD
Location:	OOSTBURG	Referring provider:	
Place of service:	OOSTBURG (11-11)	Billing provider:	Sarah Smith, MD
Department:	OOS FAMILY PRACTICE		
Injury date:	10/4/17		
Diagnosis:	1) S06.0X0A - Concussion without loss of consciousness, initial encounter [Active]		
Alternate Diagnosis:			

Activity History (Visit 172)

Show Detail

Posted: 10/16/17

Charges

	Tx #	Svc Date	Procedure	#	Diagnosis	C	Charge	Insurance	Due
⊞	538	10/13/17	99213 (CPT®) OFFICE/OUTPT TJ	1	1	Y	155.00	0.00	0.00

Posted: 10/17/17

Claims

	Payor	Invoice	Form
	UNITEDHEALTHCARE COMM PLA	A164679720	Elec PREVEA WI EDS 5

Posted: 11/7/17

Payments and Credit Adjustments

	Tx #	Svc Date	Procedure	Payor	Amount	Balance
⊞	543	11/6/17	200006 INSU PAYMENT	UNITEDHEALTH	32.63	
⊞	544	11/6/17	200021 W/O MA HMO F	UNITEDHEALTH	122.37	

Actions Performed

	Action	Payor	Performed on Tx	Amount
	Not Allowed Adjustment		538	122.37

Action History (Visit 172)

Action Date	Action	Pmt Payor	Adj Code	Tx #	Amount	User
11/7/17	Not Allowed Adjustment	No payor on pmt	W/O MA HMO FEE	538	122.37	2581-MOMMAERT PENNY

Remittance Code: 45 (Mapped to: 45-OVER CONTRACTED FEE ARRANGEMENT. Selected: 45-OVER CONTRACTED FEE ARRANGEMENT.)

Claim History (Visit 172)

Filed	Resubmit	Payor	Plan	Ins	Amount	Payment Date	Pay/Adj Amt
10/17/17		UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Y	155.00	11/7/17	155.00

Visit 172 Coverages

Hide All Details View Visit Coverages Show Unused Coverages Show Default Coverages

Visit Coverages

F/O	Payor	Plan	Effective Dates
⊟ ⇨ 1	UNITEDHEALTHCARE COMM PLAN	BADGERCARE PLUS NO COPAY (9996)	Effective from 1/1/2013

VI

5.20

R. C. No. 324 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 219-18-19 by City Clerk submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

10-14 hold
10-28 hold.

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. 219 - 18 - 19. By CITY CLERK. February 18, 2019.

Submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle.

Finance/
Personnel

4-8-19 refer to Finance+
Personnel & new council.

CITY CLERK

P1

28-18 MKC 2-4-19

FEB 4'19 AM11:28

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 512929
Los Angeles, Ca 90051
Phone: (877)818-0139
Fax: (888) 781-6947

1/24/2019 3:32:00 PM
Certified Mail 91 7199 9991 7039 2592 9059 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVE
SHEBOYGAN, WI 53081

Your Client: FRITSCH, CHASE
Your Claim Number:N/A
Our Insured:BARTHEL, PHYLLIS
Our Claim Number:18-4076332
Amount Subject to Reimbursement:1,900.88
Amount of Insured's Deductible: 250.00

IN ADDITION, THERE IS OUT OF POCKET RENTAL
FOR $21.00. PLEASE REIMBURSE OUR INSURED DIRECTLY
****

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.
Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss:10-22-18 AT 8:58 AM

Description of Loss: Our named insured's 2015 Volkswagen Passat was stopped in the left turn lane on South Business Dr., when a City of Sheboygan 2005 Dodge Ram 2500, plate number 68252, was traveling in the right lane on South Business Dr. and the trailer of the vehicle struck and damaged our insured's vehicle while passing. The driver, Chase Fritsch, is the proximate cause pf this accident due to failure to maintain control of vehicle.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "BARTHEL, PHYLLIS", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.
All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.

Christopher Woolfolk
Subrogation Representative
Artisan and Truckers Casualty Company
Tel. 440-910-5505
Fax. 888-781-6947
Christopher_woolfolk@progressive.com

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number:	776372410	**Total Amount:**	$936.67
EFT Trace Number:	713352966	**Invoice Number:**	54344645
Pay to the Order of:	JOE VAN HORN CHEVEROLET INC		
Mailing Address:	3008 EASTERN AVE PO BOX 238 PLYMOUTH, WI 53073 USA		
In Payment Of:	Progressive Invoice Number: 54344645		

Reviewed Summary

Issuing Rep:	A091592	**Approved By:**	
Issue Date:	01-03-19	**Review Date:**	
Last Updated Rep:	A091592	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	01-04-19
Stop Date:			

Exposure Detail: COLL

Party Name:	BARTHEL, PHYLLIS T	**Amount Paid:**	$936.67
Property Description:	15 VOLKSWAGEN PASSAT	**Deductible Taken:**	$250.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number:	776374477	**Total Amount:**	$714.21
EFT Trace Number:		**Invoice Number:**	54434014
Pay to the Order of:	ENTERPRISE RENT A CAR CO		
Mailing Address:	ENTERPRISE RENT-A-CAR 3060 S BUSINESS DR SHEBOYGAN, WI 53081- USA		
In Payment Of:	Progressive Invoice Number: 54434014		

Reviewed Summary

Issuing Rep:	A094109	**Approved By:**	
Issue Date:		**Review Date:**	
Last Updated Rep:	A094109	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	No
Stop Date:			

Exposure Detail: RENTAL

Party Name:	BARTHEL, PHYLLIS T	**Amount Paid:**	$714.21
Property Description:	15 VOLKSWAGEN PASSAT	**Deductible Taken:**	$0.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$714.21

ARMS PROGRESSIVE

Rental Company: ENTERPRISE RENT-A-CAR
Invoice: D071042-4481
Alternate Invoice Number: 4C4CWV

Bill To: PRO4443
PROGRESSIVE
ATTN: KYLE HEMPHILL
5202 Eastpark Blvd
MADISON, WI 53178

RENTER INFORMATION:
Renter: BARTHEL, PHYLLIS

RENTAL INFORMATION:
Rental Branch Location:
ENTERPRISE RENT-A-CAR (4481)
3060 S BUSINESS DR
SHEBOYGAN, WI 530816521
(920) 458-1414

ADDITIONAL CLAIM INFORMATION:
Claim Number :18-4076332
Claim Type: Insured
Vehicle Condition: Driveable
Date Of Loss:
Insured Name:
Owner's Vehicle: 2015 VOLKSWAGEN
Additional Driver:

Repair Facility:
VAN HORN B/S PLYMOUTH
PLYMOUTH, WI 53073
(920) 892-5557

RENTAL DETAIL:

Rental Period: 12/17/18 to 1/3/19 (18 days)
Billed Period: 12/17/18 to 1/3/19 (18 days)

Products and Services	Rate	Amount
18 TIME & DISTANCE	37.00	$666.00
1 DW	19.99	$19.99
1 REFUELING CHARGE	0.00	$0.00
18 YOUNG RENTER FEE	0.00	$0.00
1 MISCELLANEOUS REFUND	(0.09)	($0.09)
Taxes and Surcharges		
18 TITLE AND REGISTRATION FEES	0.61	$10.98
1 SALES TAX	5.50%	$38.33
	Total Charges:	$735.21
	Less Amount Received:	$21.00
	Total Amount Due:	**$714.21**

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
12/17/18 11:25 AM	2019	DODG	GCAR	2C4RDGCG2KR510694	13813	13840	27	$37.00
12/18/18 9:30 AM	2018	FORD	FUSH	3FA6P0LU2JR207095	23000	23150	150	$37.00

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR
P.O. BOX 840086
KANSAS CITY, MO 64184-0086
Federal ID: 43-0724835

Total Charges: $735.21
Less Amount Received: $21.00
Total Amount Due..... **$714.21**

Please include on your check:
Invoice: D071042-4481

Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Artisan and Truckers Casualty Co

Damage Assessed By: JON SALTE
Appraised For: JAMES TINDELL
(262) 328-4164
Classification:

Type of Loss: Auto
Date of Loss: 10/22/2018
Deductible: 250.00
Claim Number: 18-4076332-01

Insured: PHYLLIS BARTHEL
Owner: PHYLLIS BARTHEL
Address: 495 SUNSET MAPLE, SHEBOYGAN FALLS, WI 53085
Telephone: Home Phone: (920) 467-9091
Contact Phone: (262) 960-8883

Mitchell Service: 911103

Description: 2015 Volkswagen Passat SEL Premium
Body Style: 4D Sed
Drive Train: 2.0L Turbo Inj 4 Cyl Dsl 6A FWD
VIN: 1VWCV7A36FC026610
Mileage: 20,229
OEM/ALT: A
Search Code: NORTHEAST1
Color: GRAY
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
LEATHER SEAT, POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT
ANTI-THEFT SYSTEM, NAVIGATION SYSTEM, AUXILIARY INPUT
BLUETOOTH WIRELESS CONNECTIVITY, HARD DRIVE, HD RADIO, LEATHER STEERING WHEEL
SATELLITE RADIO, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, SUNROOF/MOONROOF
GENUINE WOOD TRIM, AUTO AIR CONDITION, TRIP COMPUTER, FIRST ROW BUCKET SEAT
TELEMATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS, FRONT HEATED SEATS
FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Lamps			
1	101147	BDY	CHECK/ADJUST	Headlamps			0.4
2	101150	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.6 #
3		BDY	REMOVE/INSTALL	Grille Assy			0.3
				Front Fender			
4	101290	BDY	REPAIR	R Fender Panel	Existing		2.0* #
5		REF	REFINISH	R Fender Outside		C	2.0
6	102279	BDY	REMOVE/INSTALL	R Fender Liner	Existing		0.4 r
				Windshield			
7	100057	GLS	REPAIR	W/Shield Glass	Existing		0.3* #
8				rope			
				Cowl & Dash			
9	103768	BDY	REMOVE/INSTALL	R Cowl/Dash Seal	Existing		0.1 #r
				Front Door			
10	102384	BDY	REMOVE/REPLACE	R Frt Door Mirror Housing	Recycled	220.00	0.6 #
11		BDY	REMOVE/INSTALL	R Frt Door Trim Panel			0.6
12				Price Includes Markup			
13	102359	BDY	REMOVE/REPLACE	R Frt Door Mirror Glass	Recycled	INC*	INC #
14	102363	BDY	REMOVE/REPLACE	R Frt Door Mirror Cover	Recycled	INC*	INC #
15		REF	REFINISH	R Frt Mirror Cover		C	0.5

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01
Mitchell Data Version: OEM: OCT_18_V1207
MAPP:OCT_18_V1209
Software Version: 7.1.232

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Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

				Side Body				
16	100534	REF	REFINISH	R Hinge Pillar			C	1.0
17	101764	BDY	REPAIR	R Side Body Panel Assembly -S	Existing			2.0* #
				Additional Operations				
18		REF	ADD'L OPR	Clear Coat				1.1
				Additional Costs & Materials				
19			ADD'L COST	Paint/Materials		186.20 *		
20			ADD'L COST	Hazardous Waste Disposal		3.00 *		
				Special/Manual Entry				
21	900500	REF *	REFINISH/REPAIR	COVER CAR FOR OVERSPRAY	Sublet	8.00 *		0.0*
22	900500	REF *	REFINISH/REPAIR	CORROSION PROTECTION	Sublet	0.00 *		0.3*

*** - Judgment Item**
 # - Labor Note Applies
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

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Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Recycler Information Section:

LKQ Smart Parts
N4079 Highway E
Hustisford WI 53034
800-349-5850 option 2;

10 2012 Side View Mirror VNA 220.00
Part Number: ~180385718 / RECY
Description:LKQ Quote #: 292626796 Desc: Side View Mirror POWER; W/O MEMORY; R. Stock Number: $EH765-319 Cond: A Year:

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition).
If you are unsure, please contact the automotive recycler.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	7.0	58.00	0.00	0.00	406.00	T
Refinish	4.9	58.00	0.00	8.00	292.20	T
Glass	0.3	58.00	0.00	0.00	17.40	T
Taxable Labor					715.60	
Labor Tax		@	5.500 %		39.36	
Labor Summary	12.2				754.96	

II. Part Replacement Summary			Amount
Taxable Parts			220.00
Sales Tax	@	5.500%	12.10
Total Replacement Parts Amount			232.10

III. Additional Costs			Amount
Taxable Costs			189.20
Sales Tax	@	5.500%	10.41
Total Additional Costs			199.61

Paint Material Method: Rates
Init Rate = 38.00

IV. Adjustments	Amount
Insurance Deductible	250.00-
Customer Responsibility	250.00-

I.	Total Labor:	754.96
II.	Total Replacement Parts:	232.10
III.	Total Additional Costs:	199.61
	Gross Total:	1,186.67
IV.	Total Adjustments:	250.00-
	Net Total:	936.67

Point(s) of Impact
2 Right Front Side (P)

Insurance Co: PROGRESSIVE

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01
Mitchell Data Version: OEM: OCT_18_V1207
MAPP:OCT_18_V1209
Software Version: 7.1.232
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Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

Inspection Site: Van Horn Collision Center (NW)
Address: 3008 Eastern Avenue
(NW-TINDELL)
Plymouth, WI 53073
(920) 893-6361
Inspection Date: 12/18/2018

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.
A/M Certified: This refers to a new, certified non-original equipment

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manufacturer replacement part.
A/M: This refers to a new, non-original equipment manufacturer replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	12/18/2018 07:49:04 AM
Estimate Started:	12/18/2018 01:02:48 PM
Estimate Printed:	12/18/2018 01:12:15 PM
Estimate Committed:	12/18/2018 01:19:39 PM
Estimate Uploaded:	12/18/2018 01:20:11 PM

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Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L09KMM3C

PK2011

POLICE # C18-21473

ACCIDENT #

GENERAL INFORMATION

☐ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L09KMM3C	Document Override Number:
Agency Accident Number:		Police Number: C18-21473		
4 - Accident Date: 10/22/2018	5 - Time of Accident (Military Time): 0858	6 - Total Units: 2	7 - Total Injured: 0	8 - Total Killed: 0
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY		11 - Accident Location: INTERSECTION	
14 - On Hwy No.	14 - On Street Name: S 14TH ST	14 - Bus/Frnt/Rmp	15 - Est. Dist / Ft/Mi	15 - Hwy. Dir
16 - Fr/At Hwy No.	16 - From/At Street Name: BROADWAY	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude: 43.735796618330	13 - Longitude: -87.72299890253	
80 - First Harmful Event: MOTOR VEHICLE IN TRANSPORT		93 - Manner of Collision: SIDESWIPE. SAME DIRECTION		
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: LEVEL/FLAT	Surface Type: CONCRETE - 1	
115 - Traffic Way: DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER				
117 - Relation To Roadway: ON-ROADWAY				
114 - Light Condition: DAYLIGHT	116 - Road Surface Condition: DRY	118 - Weather: CLEAR		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☐ Photos Taken	9 ☐ Trailer or Towed
9 ☐ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged	
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel: SOUTH	24 - Speed Limit: 30
36 - Operating as Classified: D	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle		
29 - Driver's License Number: F6321109224601	30 - State: WI	31 - Expiration Year: 2019	34 - On Duty Accident: F	
25 - Operator/Pedestrian Last Name: FRITSCH	25 - First Name: CHASE	25 - Middle Initial: JAMES	25 - Suffix	
32 - Date Of Birth: 07/06/1992	33 - Sex: M			
26 - Address Street & Number: 2210 PLEASANT AVE		26 - PO Box		
27 - City: NEW HOLSTEIN	27 - State: WI	27 - Zip Code: 53061	28 - Telephone Number: 920-286-3338	
39 - Seat Position: FRONT-SEAT-LEFT	40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport	
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action		
119 - What Driver Was Doing: GOING-STRAIGHT	120 - Traffic Control: TRAFFIC-SIGNAL-OPERATING		62 - No. of Citations Issued: 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors: NOT-APPLICABLE				
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test: TEST-NOT-GIVEN		

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 G7L09KMM3C

PK2011

91 - Drugs Reported	
124 - Highway Factors	

Vehicle

VEHICLE 01

21 - Unit Type: TRUCK			Vehicle Type: PICKUP/UTILITY-TRUCK		22 - Total Occupants: 1
56 - License Plate Number: 68252	57 - Plate Type: LTK	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: 3D7KS26D05G800038	
50 - Year: 2005	51 - Make: DODG	52 - Model: RAM 2500 S	53 - Body Style: PK	54 - Color: BLU	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage: NO DAMAGE					
95 - Extent Of Damage: NONE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By: OPERATOR		
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name: SHEBOYGAN CITY				
47 - Address Street & Number: 828 CENTER AVE		47 - PO Box		
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number: 920-459-3327	

Insurance

INS 01

63 - Liability Insurance Company: CITY OF SHEBOYGAN		60 ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name	
61 - Policy Holder Company: SHEBOYGAN CITY		

School Bus

BUS 01

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel: SOUTH	24 - Speed Limit: 30
36 - Operating as Classified: D	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle		
29 - Driver's License Number: B6346783559500	30 - State: WI	31 - Expiration Year: 2026	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name: BARTHEL	25 - First Name: PHYLLIS	25 - Middle Initial: T	25 - Suffix	
32 - Date Of Birth: 03/15/1935	33 - Sex: F			
26 - Address Street & Number: 495 SUNSET MAPLE		26 - PO Box		

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 G7L09KMM3C

PK2011

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
MAKING-LEFT-TURN	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors
NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 02

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
WKN0M0R	AUT	WI		1VWCV7A36FC026610

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2015	VOLK	PASSAT SEL	4D	GRY	

94 - Vehicle Damage
FRONT PASSENGER SIDE

95 - Extent Of Damage	96	97 - Vehicle Removed By
MINOR	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 02

45
☒ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
BARTHEL	PHYLLIS	T		03/15/1935

46 - Company Name

47 - Address Street & Number	47 - PO Box
495 SUNSET MAPLE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

Insurance

INS 02

63 - Liability Insurance Company	60
PROGRESSIVE CASUALTY INS CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
BARTHEL	PHYLLIS

61 - Policy Holder Company

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 G7L09KMM3C

PK2011

School Bus

BUS 02

Bus Travelling to/from ◯ To ◯ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

UNIT 2 WAS SOUTHBOUND ON SOUTH BUSINESS DRIVE STOPPED IN THE LEFT TURN LANE ANTICIPATING A TURN ONTO BROADWAY AVE. UNIT 1 WAS TRAVELING SOUTHBOUND ON SOUTH BUSINESS DRIVE IN THE LANE NEXT TO UNIT 2 TOWING A TRAILER. UNIT 1 TRAVELED SOUTHBOUND ON SOUTH BUSINESS DRIVE, WHEN THE DRIVER SIDE REAR OF THE TRAILER STRUCK THE PASSENGER SIDE MIRROR OF UNIT 2. MINOR DAMAGE TO BOTH UNIT 1 AND UNIT 2. NO INJURIES REPORTED. 461

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
KEGLER	JEREMY	M	461

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3333

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
10/22/2018	0903	0907	10/22/2018

Agency Accident Number	Police Number	19 - Special Study
	C18-21473	

18 - Agency Space
C11

VI

5.30

R. C. No. 334 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 176-18-19 by City Clerk submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

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

3.4

R. O. No. 176 - 18 - 19. By CITY CLERK. November 19, 2018.

Submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018.

Finance + Personnel
4-8-19 Left to Finance + Personnel of new council.

CITY CLERK

Rec'd 11-5-18 10:43 A.M.

DATE RECEIVED 11-5-18 RECEIVED BY MKC

CLAIM NO. 19-18

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: Phyllis T. Barthel
2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls WI 53085
3. Home phone number: 920-467-9091
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 10/22/2018
6. Where did damage or injury occur? (give full description) Business Dr. (So. 14th St.) So. 14th St +
7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: See Police Report +
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Truck too far over
   (b) Claimant's statement of basis for such liability: " "

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

See Police Report

11. Name and address of any other person injured: None

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

Auto:	$	759.00
Property:	$	
Personal injury:	$	
Other: (Specify below	$	38.64 Tax
TOTAL	$	797.64

Corrected 11/2/18 $ 1567.38

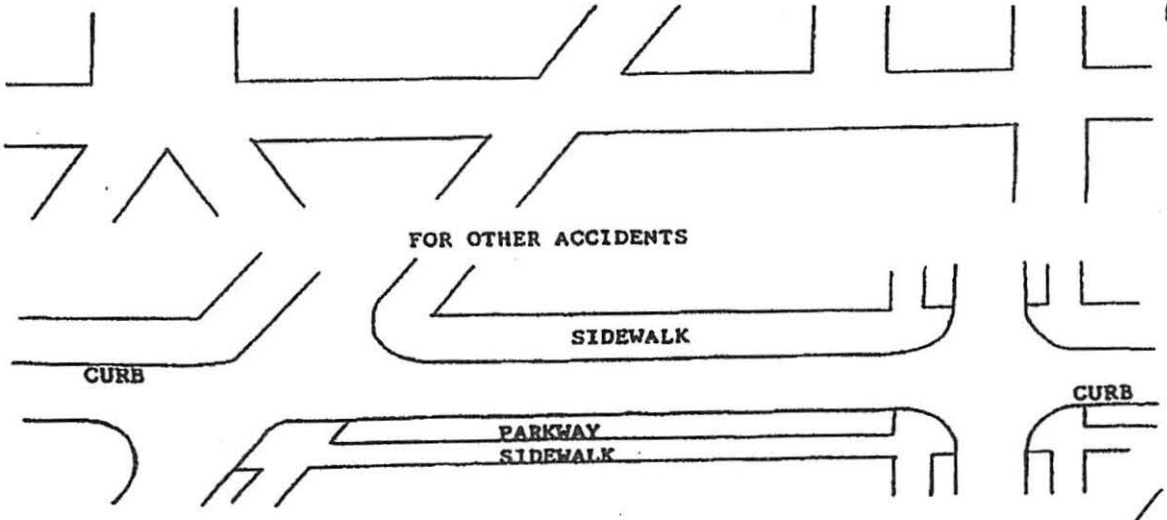
Damaged vehicle (if applicable)

Make: VW Model: Passat Year: 2015 Mileage:

Names and addresses of witnesses, doctors and hospitals: See Police Report

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

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



SIGNATURE OF CLAIMANT Phyllis Bonthek DATE 11/01/2018

DATE RECEIVED 11-5-18 RECEIVED BY NKC

CLAIM NO. 19-18

CLAIM

Claimant's Name: Phyllis T. Barthel

Claimant's Address: 495 Sunset Maple
Sheboygan Falls, WI 53085

Claimant's Phone No. 920-467-9091

Auto	$ 1567.38
Property	$ —
Personal Injury	$ —
Other (Specify below)	$ —
TOTAL	$ 1567.38

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 $ 1567.38.

SIGNED Phyllis Barthel DATE: 11-6-18

ADDRESS: 495 Sunset Maple S. Falls, Wis

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Wisconsin Motor Vehicle Accident Report

G7L09KMM3C

MV4000e 01/2005

PK2011

POLICE # C18-21473

ACCIDENT #

GENERAL INFORMATION

☐ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L09KMM3C	Document Override Number:
Agency Accident Number:		Police Number: C18-21473		

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
10/22/2018	0858	2	0	0

2 - County	3 - Municipality	11 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 61, CITY	INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Frnt/Rmp	15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
	S 14TH ST				

16 - Fr/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	BROADWAY	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
		43.735796618330	-87.72299890253

80 - First Harmful Event	93 - Manner of Collision
MOTOR VEHICLE IN TRANSPORT	SIDESWIPE. SAME DIRECTION

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
NO CONTROL	STRAIGHT	LEVEL/FLAT	CONCRETE - 1

115 - Traffic Way: DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	DRY	CLEAR

9	9	9	9	9
☐ Hit and Run	☐ Government Property	☐ Fire	☐ Photos Taken	☐ Trailer or Towed

9	9	9	9
☐ Truck, Bus, or Hazardous Materials	☐ Load Spillage	☐ Construction Zone	☐ Names Exchanged

101	102	103	79 - E M S Number
☐ Supplemental Reports	☐ Witness Statements	☐ Measurements Taken	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	30

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
F6321109224601	WI	2019	F

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
FRITSCH	CHASE	JAMES	

32 - Date Of Birth	33 - Sex
07/06/1992	M

26 - Address Street & Number	26 - PO Box
2210 PLEASANT AVE	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
NEW HOLSTEIN	WI	53061	920-286-3338

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
GOING-STRAIGHT	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	PICKUP/UTILITY-TRUCK	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
68252	LTK	WI		3D7KS26D05G800038

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2005	DODG	RAM 2500 S	PK	BLU	

94 - Vehicle Damage: **NO DAMAGE**

95 - Extent Of Damage	96	97 - Vehicle Removed By
NONE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors: **NOT-APPLICABLE**

Vehicle Owner

VEH OWNER 01

45 ☐ **Vehicle Owner Same As Operator**

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name: **SHEBOYGAN CITY**

47 - Address Street & Number	47 - PO Box
828 CENTER AVE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3327

Insurance

INS 01

63 - Liability Insurance Company	60
CITY OF SHEBOYGAN	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company: **SHEBOYGAN CITY**

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With:

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	30

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
B6346783559500	WI	2026	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
BARTHEL	PHYLLIS	T	

32 - Date Of Birth	33 - Sex
03/15/1935	F

26 - Address Street & Number	26 - PO Box
495 SUNSET MAPLE	

PK2011

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

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MAKING-LEFT-TURN	TRAFFIC-SIGNAL-OPERATING	0

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NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 02

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
WKN0M0R	AUT	WI		1VWCV7A36FC026610

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2015	VOLK	PASSAT SEL	4D	GRY	

94 - Vehicle Damage
FRONT PASSENGER SIDE

95 - Extent Of Damage	96	97 - Vehicle Removed By
MINOR	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 02

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BARTHEL	PHYLLIS	T		03/15/1935

46 - Company Name

47 - Address Street & Number	47 - PO Box
495 SUNSET MAPLE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-467-9091

Insurance

INS 02

63 - Liability Insurance Company	60
PROGRESSIVE CASUALTY INS CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
BARTHEL	PHYLLIS

61 - Policy Holder Company

School Bus

BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

UNIT 2 WAS SOUTHBOUND ON SOUTH BUSINESS DRIVE STOPPED IN THE LEFT TURN LANE ANTICIPATING A TURN ONTO BROADWAY AVE. UNIT 1 WAS TRAVELING SOUTHBOUND ON SOUTH BUSINESS DRIVE IN THE LANE NEXT TO UNIT 2 TOWING A TRAILER. UNIT 1 TRAVELED SOUTHBOUND ON SOUTH BUSINESS DRIVE, WHEN THE DRIVER SIDE REAR OF THE TRAILER STRUCK THE PASSENGER SIDE MIRROR OF UNIT 2. MINOR DAMAGE TO BOTH UNIT 1 AND UNIT 2. NO INJURIES REPORTED. 461

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
KEGLER	**JEREMY**	**M**	**461**

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	**SHEBOYGAN POLICE DEPARTMENT**

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	**WI**	**53081**	**920-459-3333**

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
10/22/2018	**0903**	**0907**	**10/22/2018**

Agency Accident Number	Police Number	19 - Special Study
	C18-21473	

18 - Agency Space
C11

Van Horn Collision Center
Please send all payments to: P.O. Box 298, Plymouth, WI 53073
3512 Wilgus Road
Sheboygan, WI 53082

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

11/02/2018 01:55 PM

Owner

Owner: PHYLLIS BARTHEL
Address: 495 SUNSET MAPLE
City State Zip: Sheboygan Falls, WI 53085
Work/Day: (920)467-9091
FAX:

Inspection

Inspection Date: 11/02/2018 01:49 PM
Primary Impact: Right Side
Driveable: Yes
Inspection Type:
Secondary Impact:
Rental Assisted:

Appraiser Name: CRYSTAL JUHASZ
Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: PO BOX 298
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2015 Volkswagen Passat 1.8T SEL Premium 4 DR Sedan
4cyl Gasoline Turbo 1.8
Automatic Tiptronic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: URANOGRAU
Ext. Refinish: Two-Stage
Ext. Paint Code: 5K,I7F
VIN: 1VWCV7A36FC026610
Mileage: 19,759
Mileage Type: Actual
Code: 61763B
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Auxiliary Audio Input
Center Console
Daytime Running Lights
Dual Airbags
Dual Zone Auto A/C
Electronic Compass
Floor Mats
2nd Row Head Airbags
Aluminum/Alloy Wheels
Auto Headlamp Control
Bodyside Moldings
Compact Spare Tire
Digital Clock
Dual Power Seats
Elect. Stability Control
Emergency S.O.S. System
Fog Lights
AM/FM CD Player
Amplifier
Automatic Dimming Mirror
Carpeting
Cruise Control
Driver Seat Memory
Dual Pwr Lumbar Supports
Electric Steering
Ext Mirror Turn Signals
Garage Door Opener

Halogen Headlights	Head Airbags	Heated Front Seats
Heated Power Mirrors	Heated W/S Wiper Washers	High Definition Radio
IPOD Control	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Mirror(s) Memory
Navigation System	Overhead Console	Perimeter Alarm System
Power Brakes	Power Door Locks	Power Moonroof
Power Windows	Pwr Accessory Outlet(s)	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Remote Starter	Side Airbags	SiriusXM Satellite Radio
Split Folding Rear Seat	Sport Seats	Strg Wheel Radio Control
Subwoofer	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
USB Audio Input(s)	Vehicle Tracking Service	Wireless Audio Streaming
Wireless Phone Connect	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1		133		Lamp,Side Marker RT	Replace OEM	INC				SM
2	E	256		Glass,Mirror Outer R/C RT	561857522R	$98.33			INC	SM
3	E	171		Housing,Mirror Outer RT	561857508BC9B9	$366.67			0.9	SM
4	E	260		Cover,Frt Door Mirror RT	3C8857538GRU	$116.67			0.1	SM
5	L	260		Cover,Frt Door Mirror RT	Refinish				0.4	RF
					0.3 Surface					
					0.1 Two-stage					
Quarter And Rocker Panel										
6	IT	157	07	Pillar,Hinge RT	Partial Repair				1.5*	SM
7	L	157	13	Pillar,Hinge RT	Refinish				1.8	RF
					1.0 Surface					
					0.6 Two-stage setup					
					0.2 Two-stage					
8	I	182	07	Panel,Bodyside Front RT	Repair					SM
9	L	182		Panel,Bodyside Front RT	Refinish				4.8	RF
					4.0 Surface					
					0.8 Two-stage					
Manual Entries										
10	EC	M14		Corrosion Protection	Replace Economy	$10.00*			0.2*	SM
11	EC	M17		Cover Car Exterior	Replace Economy	$6.00*			0.2*	RF
12	L	M60		Hazardous Waste Removal	Refinish	$6.00*				SM

12 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$581.67	
Other Parts		$22.00	
Paint & Materials	7.2 Hours @ $40.00	$288.00	
Parts & Material Total			$891.67

Tax on Parts & Material		@ 5.500%			$49.04

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$60.00	1.2	1.5	2.7	$162.00
Mech/Elec (ME)	$110.00				
Frame (FR)	$70.00				
Refinish (RF)	$60.00	7.2		7.2	$432.00

Labor Total		9.9 Hours	$594.00
Tax on Labor	@ 5.500%	$32.67	
Gross Total			**$1,567.38**
Net Total			**$1,567.38**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
Rate Name Default

Audatex Estimating 8.0.642 Update 3 ES 11/02/2018 01:59 PM REL 8.0.642 Update 3 DT 10/01/2018 DB 11/01/2018
© 2018 Audatex North America, Inc.

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

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

Op Codes

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

Audatex a Solera company

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Solera

Estimate #1

Van Horn
Family Born. Employee Owned.

Van Horn Volkswagen of Sheboygan
5515 Racetrack Rd.
Sheboygan, WI 53081
Phone: (920) 457-8844

PICKING TICKET

TERMS: Parts returned for credit must be accompanied by invoice and subject to 20% restocking charge.

DISCLAIMER OF WARRANTIES: All warranties on the products sold hereby are those made by the manufacturer. The seller, VAN HORN VOLKSWAGEN OF SHEBOYGAN, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and VAN HORN VOLKSWAGEN OF SHEBOYGAN, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale. A Service Charge of 1-1/2% per month (A.P.R. - 18%) will be made on all accounts 30 days past due. Title to the property herein described, and any additions or substitutions, shall remain in the seller's name until paid in full and the purchaser agrees to pay all expenses, charges, and costs, including collection costs and a reasonable attorney's fee, in the event it becomes necessary for seller to place this account for collection. Net, 10 days end of month.

YOUR PURCHASE ORDER	TERMS	INVOICE DATE	INVOICE NUMBER / PG.
Verbal	Payment Due Upon Rec	10/22/18	1

SOLD TO
BARTHEL, PHYLLIS
495 SUNSET MAPLE
SHEBOYGAN FALLS, WI 53085

920-467-9091

SHIP TO

SHIP VIA	SALESPERSON NAME	DRIVER'S INITIALS
Will Call	JIM SCHAD	

QTY.	PART NUMBER / DESCRIPTION	BIN	NET	AMOUNT
1/0	561857508S 9B9 : HOUSING	EP	372.41	372.41
1/0	5Z1857538E GRU : Cap	EP	64.00	64.00
1/0	561857522A : MIRROR 561	EP	103.25	103.25
1/0	LABOR : PAINT AND PREP	EP	100.00	100.00
	1VWCV7A36FC026610		1 hr. labor	$120.00
				$759.66
				before tax
	Thursday Nov. 8th 7:30 am			

ACCOUNT #	METHOD		
		DATE PRINTED	10/22/18
TIME	14:55:26		

AMOUNT COLLECTED _____

FORM OF PAYMENT _____

PARTS	639.66
FREIGHT	
C.O.D. CHARGE	
SALES TAX OR TAX I.D.	35.18
SPECIAL ORDER DEPOSIT	
TOTAL	674.84

YOUR SIGNATURE ACKNOWLEDGES RECEIPT OF PARTS.

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

Estimate #2

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

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

10/26/2018 10:24 AM

Owner

Owner: Phyllis Barthel
Address: 495 Sunset Maple
City State Zip: Sheboygan Falls, WI 53085
Home/Day: (920)467-9091
FAX:

Inspection

Inspection Date: 10/31/2018 08:44 AM
Inspection Type:

Repairer

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

Target Complete Date/Time:
Days To Repair: 5

Vehicle

2015 Volkswagen Passat 2.0 TDI SEL Prem 4 DR Sedan
4cyl Diesel Turbo 2.0
Automatic Tiptronic

Lic.Plate: WKNOMOR
Lic Expire:
Prod Date: 08/2014
Veh Insp# :
Condition:
Ext. Color: PLATINUM GRAY MET
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 1VWCV7A36FC026610
Mileage: 19,686
Mileage Type: Actual
Code: 61763B
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Auxiliary Audio Input
Center Console
Daytime Running Lights
Dual Airbags
Dual Zone Auto A/C
Electronic Compass
Ext Mirror Turn Signals
Garage Door Opener
Heated Front Seats
High Definition Radio
Intermittent Wipers
Keyless Ignition System
2nd Row Head Airbags
Aluminum/Alloy Wheels
Auto Headlamp Control
Bodyside Moldings
Compact Spare Tire
Digital Clock
Dual Power Seats
Elect. Stability Control
Emergency S.O.S. System
Floor Mats
Halogen Headlights
Heated Power Mirrors
IPOD Control
Keyless Access System
Leather Seats
AM/FM CD Player
Amplifier
Automatic Dimming Mirror
Carpeting
Cruise Control
Driver Seat Memory
Dual Pwr Lumbar Supports
Electric Steering
Engine Block Heater
Fog Lights
Head Airbags
Heated W/S Wiper Washers
Illuminated Visor Mirror
Keyless Entry System
Leather Shift Knob

Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	Navigation System	Overhead Console
Perimeter Alarm System	Power Brakes	Power Door Locks
Power Moonroof	Power Windows	Pwr Accessory Outlet(s)
Rain-Sensing W/S Wipers	Rear View Camera	Rear Window Defroster
Rem Trunk-L/Gate Release	Remote Starter	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Sport Seats
Strg Wheel Radio Control	Subwoofer	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Touch Screen Display	Traction Control System
Trip Computer	USB Audio Input(s)	Vehicle Tracking Service
Wireless Audio Streaming	Wireless Phone Connect	Wood Interior Trim

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	I	244		Mldg,Front Door Lower RT >> >>Clean & Retape	Sublet Repair	$10.00*			0.3*	SM
2	RI	244		Mldg,Front Door Lower RT	R & I Assembly				0.2	SM
Front Bumper										
3	N	6		Front Bumper Cover R&I	Additional Labor				0.9	SM
Front End Panel And Lamps										
4	RI	42		Headlamp Assy,Halogen RT	R & I Assembly				0.2	SM
Front Body And Windshield										
5	BR	83	13	Panel,Hood	Blend Refinish 1.2 Blend 0.6 Two-stage setup 0.6 Two-stage				2.4	RF
6	I	104		Fender,Front RT	Repair				3.0*	SM
7	L	104		Fender,Front RT	Refinish 1.7 Surface 0.3 Two-stage				2.0	RF
8	SB	128		Windshield,Shaded >> >>R & I & Seal Kit	Sublet Repair	$135.00*				SM
Roof										
9	BR	166		Panel,Bodyside Otr Upr RT	Blend Refinish 0.7 Blend 0.3 Two-stage				1.0	RF
Front Doors										
10	BR	208		Door Shell,Front RT	Blend Refinish 0.8 Blend 0.4 Two-stage				1.2	RF
11	RI	434		W/Strip,Belt Outer RT	R & I Assembly				0.2	SM
12	E	256		Glass,Mirror Outer R/C RT	561857522R	$98.33			INC	SM
13	E	171		Housing,Mirror Outer RT	561857508BC9B9	$366.67			0.9	SM
14	E	260		Cover,Frt Door Mirror RT	3C8857538GRU	$116.67			0.1	SM
15	L	260		Cover,Frt Door Mirror RT	Refinish 0.3 Surface 0.1 Two-stage				0.4	RF
16	RI	228		Handle,Front Door Otr RT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										

17	IT	626	07	Pillar,Windshield RT	Partial Repair	2.0*	SM
18	L	626		Pillar,Windshield RT	Refinish	INC	RF

18 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts			$581.67	
Paint & Materials	7.0 Hours @	$38.00	$266.00	
Parts & Material Total				$847.67
Tax on Parts & Material	@	5.500%		$46.62

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	1.8	6.2	8.0	$464.00
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	7.0		7.0	$406.00

Labor Total		15.0 Hours		$870.00
Tax on Labor	@ 5.500%		$47.85	
Sublet Repairs			$145.00	
Tax on Sublet	@ 5.500%		$7.98	
Gross Total				**$1,965.12**
Net Total				**$1,965.12**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.134 ES 10/31/2018 03:41 PM REL 8.0.134 DT 10/01/2018 DB 10/15/2018
© 2018 Audatex North America, Inc.

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

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

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

Op Codes

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

Audatex a Solera company

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Solera

NOV 5 '18 AM10:43

MEMORANDUM

SCHULTZ & SCHULTZ INSURANCE AGENCY, INC.

902 MICHIGAN AVENUE, SHEBOYGAN, WI 53081
PHONE 920.457.9035 FAX 920.457.9063
E-Mail: insure@schultz-schultz.com
Web Site: www.schultz-schultz.com

DATE: 11/02/2018 Our INSURED: Phyllis Barthel

TO: _____ POLICY NO: _____

FROM: **Girard R. Schultz** CLAIM NO: D/L 10/22/2018

Re: 10/22/2018 Accident
Phyllis Barthel

Phyllis Barthel received an estimate for damages to replace the Van Horn VW of Sheboygan estimate. This claim has already been reported to the City of Sheboygan.

Thank you!

5'18 AM10:33

DATE RECEIVED _____ RECEIVED BY _____

NOV 5'18 AM10:34

CLAIM NO. _____

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: Phyllis T. Barthel
2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls WI 53085
3. Home phone number: 920-467-9091
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 10/22/2018
6. Where did damage or injury occur? (give full description) So. 14th St + Business Dr. (So. 14th St.)
7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: See Police Report +
   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Truck too far over
   (b) Claimant's statement of basis for such liability: " "

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

See Police Report

11. Name and address of any other person injured: None

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

Auto:	$ 759.00
Property:	$
Personal injury:	$
Other: (Specify below	$ 38.64 Tax
TOTAL	$ 797.64

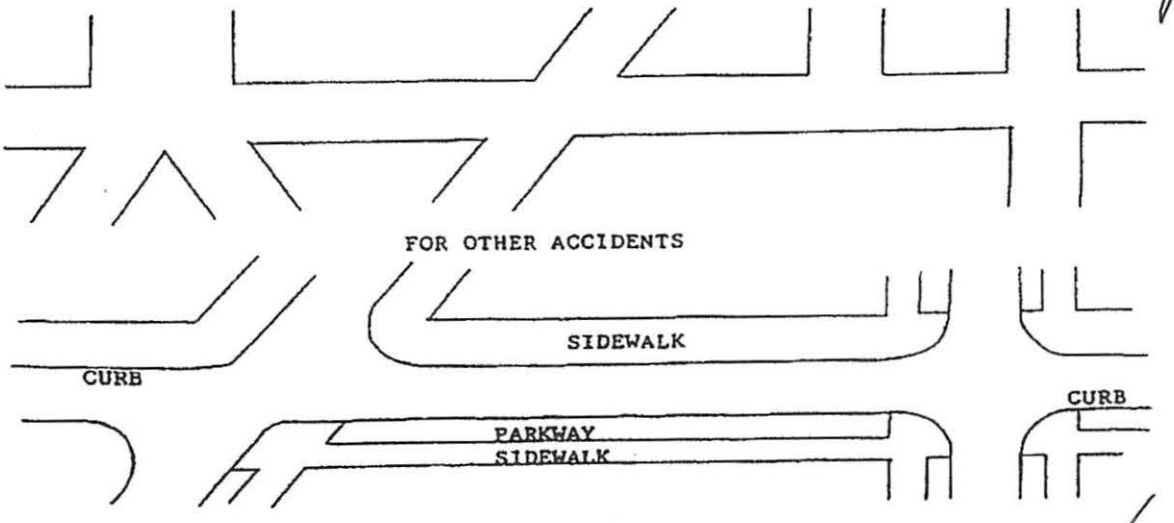
Damaged vehicle (if applicable)

Make: VW Model: Passat Year: 2015 Mileage:

Names and addresses of witnesses, doctors and hospitals: See Police Report

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

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



SIGNATURE OF CLAIMANT Phyllis Bouthel DATE 11/01/2018

DATE RECEIVED_____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____ Auto $_____

Claimant's Address: _____ Property $_____

_____ Personal Injury $_____

Claimant's Phone No. _____ Other (Specify below) $_____

TOTAL $_____

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

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

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

SIGNED DATE:

ADDRESS:

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 16, 2020.

Your Committee to whom was referred pursuant to R. O. No. 161-19-20 by City Clerk submitting various license applications; recommends granting the following licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

No.	Name	Address
3110	McKinney, Titania M.	1412 S. 8th Street
3103	Tiffany, Beau L.	1537 N. 10th Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

No.	Name	Address
3107	Earls, Alicia M.	414 Niagara Avenue
6913	Rios, Ricardo	2619 N. 8th Street

_____ _____

_____ _____

_____ _____

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. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 16, 2020.

Your Committee to whom was referred R. O. No. 167-19-20 by Chief of Police submitting the annual report of the Sheboygan Police Department for the year 2019; recommends filing the document.

_____ _____

_____ _____

_____ _____

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. 167 - 19 - 20. By CHIEF OF POLICE. March 2, 2020.

Submitting the annual report of the Sheboygan Police Department for the year 2019.

HHPS

Chief of Police, Christopher Domagalski

SPD

2019 ANNUAL REPORT

Christopher Domagalski, Chief of Police
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081

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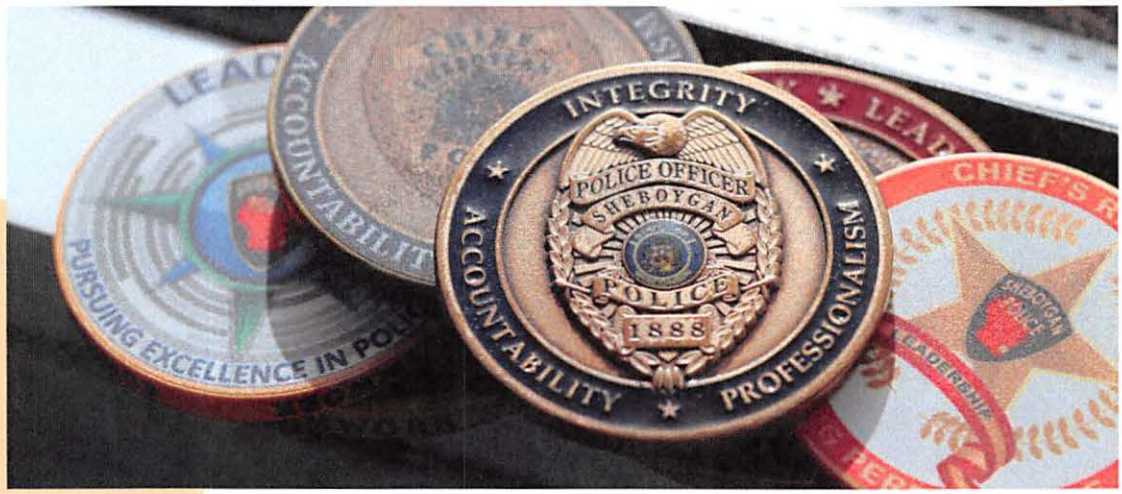
Our Vision

To be the safest community of its size in the United States.

Our Mission

is to be the model of excellence in policing by working in partnership with the community and others to:
FIGHT crime, the fear of crime and disorder;
ENFORCE laws while safeguarding the constitutional rights of all people;
PROVIDE quality service to all our residents and visitors; and
CREATE a work environment in which we recruit, train and develop an exceptional team of employees.

Our Values



Integrity ◆ Teamwork ◆ Leadership

Competence ◆ Accountability ◆ Professionalism

City of Sheboygan
spirit on the lake.

Mayor Michael Vandersteen
Chief Administrative Officer Darrell Hofland

District	Wards	Alderperson
1	1, 5, 6	Barb Felde
2	2, 3, 12	Todd Wolf
3	11, 13	Mary Lynne Donohue
4	4, 7, 10	Betty Ackley
5	8, 9, 16, 17	Markus Savaglio

District	Wards	Alderperson
6	18, 19	Dean Dekker
7	14, 15, 21	Rose Phillips
8	20, 24	Ryan Sorenson
9	22, 25	Trey Mitchell
10	23, 26	Jim Bohren

2019 Table of Organization

Chief of Police

- Captain Patrol
  - 3 Shift Lieutenants
  - 6 Patrol Sergeants
  - 48 Patrol Officers
  - Sergeant Street Crimes
  - 4 Police Officers
  - 2 Neighbor-hood Officers
- Captain Criminal Investigations
  - Lieutenant Criminal Investigations
  - 7 Detectives
  - 5 School Resource Officers
  - Civilian Property Officer
  - Digital Evidence Manager
  - Sergeant MEG Unit
  - Police Officer MEG Unit
- Captain Administration
  - Sergeant Administration
  - Fleet Mechanic
  - Comm/Elec Technician
  - 2 Court Services Secretaries
  - Community Service Officer Trainer
  - 2 FTE Community Service Officers
- Admininstrative Asst/Office Supervisor
  - Crime Analyst
  - 2 Department Secretaries
  - 9 FTE Records Specialists
  - 1TAC Coordinator

Police & Fire Commission 2019-2020

President Robert Lettre, Sr.
Secretary Andrew Hopp
Commissioner Henry Jung
Commissioner Jeanne Kliejunas
Commissioner Larry Samet

The 2019 Sheboygan Police Department annual report is herein presented for your review. The report documents the department's challenges, accomplishments and key activities.

One of the challenges we faced in 2019 was the loss of experience and institutional knowledge that comes with the retirement of long serving and highly competent employees. As identified on page 8, in 2019 three of our key civilian employees and five of our sworn personnel retired along with two sworn officers who left to pursue new opportunities in the private sector. The five sworn personnel were all individuals that had been promoted during their time with us and provided leadership and expertise within the department. While the loss of so much experience and expertise has had a negative impact on the department, it has also opened a door for others within the organization. These new opportunities allow other employees room to grow, take on new responsibilities and bring with them a renewed enthusiasm, curiosity and additional perspective.

Because of the turnover in personnel during the last few years much of the focus in 2020 will need to be on professional development, mentoring and coaching. Investing our time in the development of newly hired and promoted personnel in 2020 will pay big dividends in the coming years.

Over time we have learned a lot about how working in law enforcement can impact an individual's physical, emotional and psychological wellbeing. During 2019 the Sheboygan Police Department continued to improve and grow our peer support and chaplain programs to ensure resources are in place to maintain our emotional and psychological wellbeing. The department held our first ARMOR Academy in 2019 to share this important information with the spouses and significant others of department employees.

During 2019 the department continued its focus on crime and accident reduction. We finished 2019 with a 5% reduction in crashes and 911 Part 1 Crimes, a 55% reduction from the 2,006 Part 1 Crimes reported in 2009.

I am grateful to all of the employees of the Sheboygan Police Department for the Teamwork, Professionalism, Leadership and Competence they have demonstrated this past year. I am extremely proud of their work and the difference they make daily in our city. I am also thankful we have great partners to work with across all city departments and strong political leadership that supports us.

Finally, I am grateful for the partnership, cooperation and support we receive from the great residents of our city. Without your guidance and assistance we could not be successful.

Sincerely,

Christopher Domagalski, Chief of Police

2020 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Effectively apply CompStat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis to create intelligence for use in directing police resource decisions.
Continue partnerships to address blight and revitalize neighborhoods.
Use data to drive enforcement efforts related to traffic safety.
Identify Prolific Offenders and work with, Prosecutors, the Courts and Probation and Parole to connect them with treatment and support services and/or develop criminal cases for prosecution.
Continue involvement in the Sheboygan County Criminal Justice Advisory Committee and activities that support universal screening and assessment and the development of treatment, monitoring and support services.

Expected Outcomes: Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1115.
Individual crime targets as follows: of Robbery ≤ 15, Aggravated Assaults ≤ 100,
Burglary ≤ 100 and Theft ≤ 900.
Total Accidents ≤ 1500.
High Visibility Education and Enforcement Deployments = 12.
Pounds of prescription drugs collected ≥ 1200

2020 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information.
Build Neighborhood capacity by continuing to promote Neighborhood Associations.
Increase direct contact with citizens through neighborhood meetings, park and walk and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Continue ongoing efforts to educate the public regarding drug and alcohol abuse.
Maintain and leverage Beat Officer Positions.

Expected Outcomes: An informed community with greater awareness of department activity.
Enhanced relationships and greater understanding of the police role across the community.
Coordinate and hold more than 50 neighborhood meetings.
Increase collaborative problem solving with the community.
Maintain percentage of residents that feel safe walking in their neighborhood during the day at greater than 80%.
Increase in the percentage of residents that feel safe walking in their neighborhood at night above 60%.
Increase in Police legitimacy.

2020 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities:
Continue evaluation of workflow and position responsibilities to support department activities and mandates
Improve process efficiency.
Continue training and redesign of associated processes and responsibilities.
Continue ongoing evaluation of digital platforms to increase stability, efficiency and reliability.
Transition to ESRI GIS platform for Crime Analysis.
Emphasize the connection of department values to daily decision making.
Practice the judicious and impartial use of police authority.
Use shift briefings and roll call time to share priority information and follow-up.

Expected Outcomes:
Create Public Value by operating within the authorized budget and working towards continuous improvement.
Improved stability, efficiency and reliability of digital platforms.
More dependable systems and enhanced customer service.
Clear internal expectations and procedural justice.
Increased in voluntary compliance with community norms, decrease in the use of force and
Increased police legitimacy.
Increased situational awareness and effectiveness.

2020 SHEBOYGAN POLICE DEPARTMENT GOALS

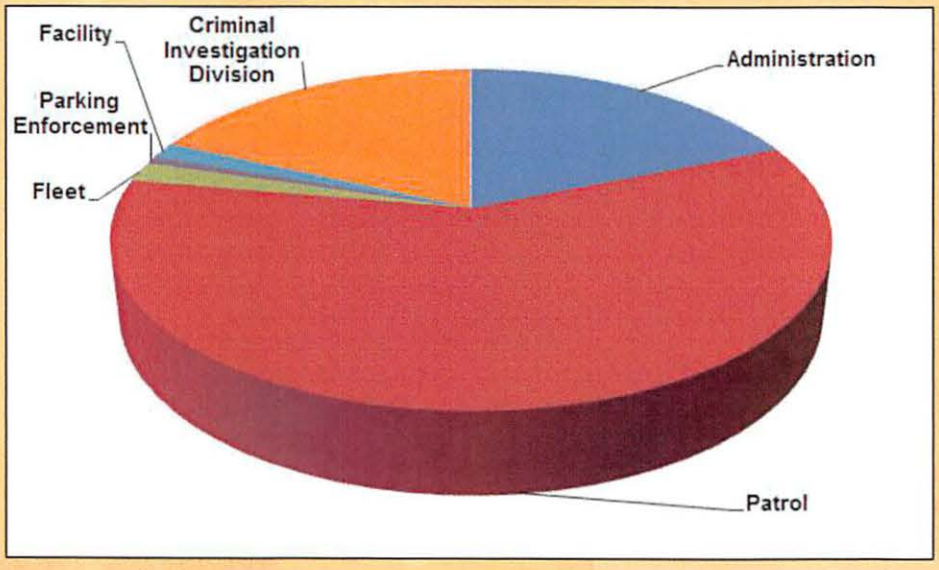
Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

Activities: Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals and personal development plan.
Focus on professional development.
Celebrate Successes of Organization.
Deliver key training across department; including resiliency, firearms transition, and supervisory development and rapid response.
Continue Leadership in Police Organization training for all levels of the department and increase ownership of problems and concerns.
Continue department advisory group to identify issues, improve feedback, offer ideas and find solutions.
Continue ARMOR Academy, resiliency, peer support, and officer wellness activities (both physical and emotional).

Expected Outcomes: Increased Camaraderie, Pride and Trust among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Enhanced relationships.

2019 SPD BUDGET

Administration	$2,176,022.00
Patrol	$6,875,771.00
Fleet Maintenance	$217,371.00
Parking Enforcement	$92,536.00
Facility	$165,398.00
Criminal Investigation Division	$2,120,141.00
Total Budget	$11,647,239.00



2019 Internal Investigations

Twenty-six (26) internal investigations were conducted in 2019. Of those investigations, sixteen (16) were initiated by the Department, and ten (10) were citizen complaints.

2019 INTERNAL INVESTIGATIONS

INVESTIGATIVE FINDINGS	#
SUSTAINED	10
NOT SUSTAINED	2
UNFOUNDED	1
EXONERATED	3
NO FORMAL COMPLAINT	0

2019 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
SUSTAINED	2
NOT SUSTAINED	3
UNFOUNDED	1
EXONERATED	3
NO FORMAL COMPLAINT	1

Sustained = The allegation is supported by sufficient proof.
Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
Unfounded = The allegation is false or otherwise not based on valid facts.
Exonerated = The incident that occurred or was complained against was lawful and proper.

2019 Use of Force & Search Warrants

2019 USE OF FORCE	
DEADLY FORCE	1*
DISPLAY FIREARM	75
DISPLAY ELECTRONIC CONTROL DEVICE	25
DEPLOY ELECTRONIC CONTROL DEVICE	8
EMPLOY ACTIVE COUNTERMEASURES	6
APPLY HOBBLE DEVICE	5
DEPLOY SPECIALTY IMPACT MUNITIONS	0
DEPLOY OLEORESIN CAPSICUM SPRAY	3
DEPLOY IMPACT WEAPON (BATON)	0
CANINE BITE	0

* Task Force Officer Incident, Ashland, WI

MONTH	SEARCH WARRANTS
January	10
February	16
March	18
April	9
May	21
June	9
July	8
August	9
September	6
October	8
November	10
December	3
Total	**127**

New Hires in 2019

7 new officers joined the SPD in 2019. Officers Kendra Zipperer, Christopher Sondalle, Jack Grassman and Lucas Haese took the oath in May. Officers Lindsay LeCount, Kyle Wagner and Dekker McCabe were sworn in during December. We also welcomed a new Records Specialist Clerk, Mona Mair and a new Crime Analyst, Cal Stoffel

Officer Kendra Zipperer

Officer Christopher Sondalle

Officer Jack Grassmann

Officer Lucas Haese

Officer Lindsay LeCount

Officer Kyle Wagner

Officer Dekker McCabe

Records Specialist Clerk Mona Mair

Crime Analyst Cal Stoffel

2019 Retirees

In 2019, we said goodbye to eight dear friends and longtime employees. Sgt. Terry Meyer, Detective Paul Hammann and Fleet Mechanic Dave Daniels all retired after more than 30 years with the Department. Sgt. Scott Reineke retired after 29 years and Lt. Mike Williams after 26 years. Mary Burkard retired after 28 years and Jackie Schefsky after 24 years. Detective Tamara Remington retired after 14 years with the SPD and over 24 years in law enforcement.

Dept. Secretary Jackie Schefsky

Records Specialist Clerk Mary Burkard

Detective Tamara Remington

Sgt. Terry Meyer

Sgt. Scott Reineke

Detective Paul Hammann

Lt. Mike Williams

Fleet Operations Mechanic Dave Daniels

SPD K9 Unit

Officer Heimerl and K9 Grimm

The SPD K9 Unit worked diligently in 2019 and was used **348** times for various disciplines. This included **13** demonstrations, **27** tracks, **24** building searches, **8** area searches and **9** scheduled school searches.

The K9's recovered 12 ½ lbs. of THC, 2 ounces of cocaine, 4 ¼ ounces meth, ½ ounce of Heroin, 16 weapons and approximately $40,000 in illegal monies.

Officer Taylor and K9 Max

The K9's assist officers in being better able to respond to the many different work related needs that occur on the job. Their special skills include traffic stops, search warrants, tracks, school searches, and article searching. The Unit also provides community presentations highlighting skills and accomplishments. The K9 Unit helps locate not only persons hiding from apprehension, but more importantly, locating missing vulnerable persons throughout Sheboygan County.

ADMINISTRATIVE SERVICES DIVISION

Captain Steve Cobb

The Administrative Services Division is responsible for a variety of support services throughout the department. This includes documenting the training of all department members, recruiting and screening candidates to fill entry level Police Officer positions, managing the police facility, managing the offices of the Sergeant of Administration, Court Services Division, Police Fleet Services, Radios and Communications, and the Volunteer in Police Service Corps.

The Sergeant of Administration is responsible for managing individual members training, supervising the department's Community Service Officers and School Crossing Guards, managing the departments parking enforcement and traffic functions, and coordinating the Sheboygan Police Citizens Academy.

Court Services manages the transfer of all case information between the Police Department and the City Attorney's office or the Sheboygan County District Attorney's office. This office ensures that there is an efficient transfer of case information and scheduling between the SPD and our prosecuting authorities.

The Police Fleet consists of 42 different motor vehicles. Our fleet manager is responsible for general maintenance and repairs of all vehicles. In addition, each year, the fleet manager is responsible for conversion of newly purchased vehicles into Police Vehicles.

The primary responsibility of the Radio and Electronic Technician is working in support of the Sheboygan County Radio system to ensure that there is an effective radio communications network in place. This involves radio service to over 300 mobile and portable radios that function within the City. In our role as a County partner in this project, our technician supports any radios on our county network. In addition, this office maintains the 911 emergency phone systems, and the City of Sheboygan telephone network.

TRAINING AND CAREER DEVELOPMENT

Over the course of 2019, department goals were supported by providing training that recognizes the need to develop a coordinated tactical response with other first responders in the City. Training was provided in conjunction with the Sheboygan Fire Department in responding to active shooters. This training follows a national protocol for developing coordinated responses to events that pose both a tactical threat and require evacuation and treatment of injured people. Over 4 sessions, Police Officers and Firefighters drilled in their response and responsibilities to provide service at an active shooting.

Over **8,100** hours of training to sworn personnel, average of 95 hours per officer.

5 members of the Police Department attended Leadership in Police Organizations academies.

32 hours of in-service training provided to all sworn personnel.

3 Officers attended 720 hour recruit academies.

12 average hours of policy training were provided per employee through the use of daily training bulletins.

Facilitated the attendance of **1** Sergeant to the Administrative Officers Course, Southern Police Institute at the University of Louisville in Kentucky.

ADMINISTRATIVE SERVICES DIVISION

In a continuing effort to maintain compliance with the Juvenile Justice Delinquency Prevention Act, we continued training and auditing of all juveniles held securely at the Sheboygan Police Department. New policy and training led to only **5 secure juvenile holds** at the Sheboygan Police Facility, reduced from 203 (97%) from when auditing began in 2015.

Facilitated a study group to identify and acquire replacement handguns for the Sheboygan Police Department.

Managed hiring processes that resulted in the **hiring of 7 officers** during calendar year 2019, and established eligible candidates for 2020 vacancies.

Administered a Police Citizen Academy that **trained 20 citizens** over 11 weeks.

Converted **6 new vehicles** into Police Service.

ADMINISTRATIVE SERVICES DIVISION

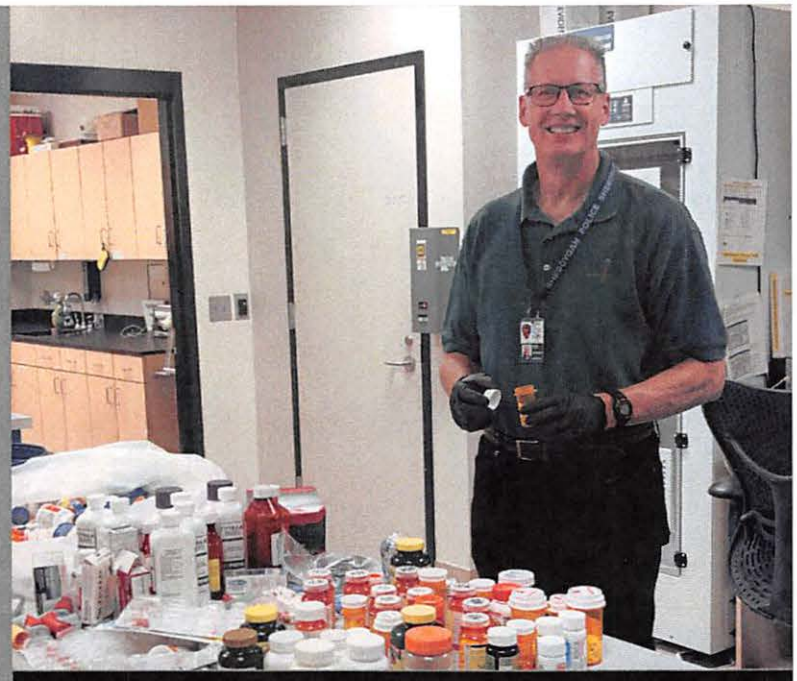
Volunteers in Police Service

The Administrative Services section oversees 11 volunteers who are members of our Volunteers in Police Service program. V.I.P.S. provide a variety of support services as volunteer members. They help in Police Records and Court Services offices, as well as providing tours of the Police facility to community groups.

The V.I.P.S. also assist daily by serving subpoenas, managing collection and separation of materials from the drug drop boxes, administering civilian fingerprint services, shuttling police vehicles to the car washes, and managing bicycle license sales.

VIPS are led by Coordinator Penny Weber. Other members include: Mary Ann Dickfoss, Joe Glover, Jr., Connie Mehan, Ethel Pillman, Barb Strauss, Doug Strauss and Catherine Williamson. Volunteers also include three police department chaplains, Rev. Mario Ciotola, Rev. Lori Ciotola and Rev. Ethan Tews. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.

During 2019, VIPS donated **1,787** hours!



Volunteer Doug Strauss assisting with a prescription drug sort and disposal.

CRIMINAL INVESTIGATION DIVISION

Captain Kurt Brasser

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, the Property/Evidence Officer and the Digital Evidence Manager. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery and burglary.

2019 was a productive year for CID. Two new Detectives were assigned to CID, filling positions left open due to retirement and promotion. All personnel were trained with updated Cellebrite procedures for analyzing cell phones, and 8 officers were trained to be certified as basic level Cellebrite phone analysts. Long term powered phone storage was developed in the Evidence Room.

School Resource Officers conducted a Junior Police Academy and graduated 20 students. Safety Town was also presented in partnership with the Sheboygan Area School District and the Sheboygan Service Club.

Sex assault investigation training was provided in conjunction with the Sheboygan County Sex Assault Response Team.

CRIMINAL INVESTIGATION DIVISION

Breakdown of the Cases Assigned to CID

Total	301
Cleared by Arrest	47
Closed	50
Active	87
Inactive	31
Situation Resolved	30
Unfounded	4
Information Only (Intel)	39
Referred to Other Agency	5
Void	3
Other	5

Cleared by Arrest: An investigation resulting in at least one arrest.

Closed: An investigation that is closed with no arrests.

Active: Currently assigned and under investigation.

Inactive: A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

Situation resolved: A case in which law enforcement assisted in resolving in incident, no arrests made, no additional investigation anticipated.

Unfounded: A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

Information: A report used to compile information, often criminal intelligence.

CRIMINAL INVESTIGATION DIVISION

Breakdown of the Cases Assigned to School Resource Officers	
Total	690
Cleared by Arrest	455
Closed	56
Active	19
Inactive	18
Situation Resolved	119
Unfounded	11
Other	12

Cleared by Arrest: An investigation resulting in at least one arrest.

Closed: An investigation that is closed with no arrests.

Active: Currently assigned and under investigation.

Inactive: A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

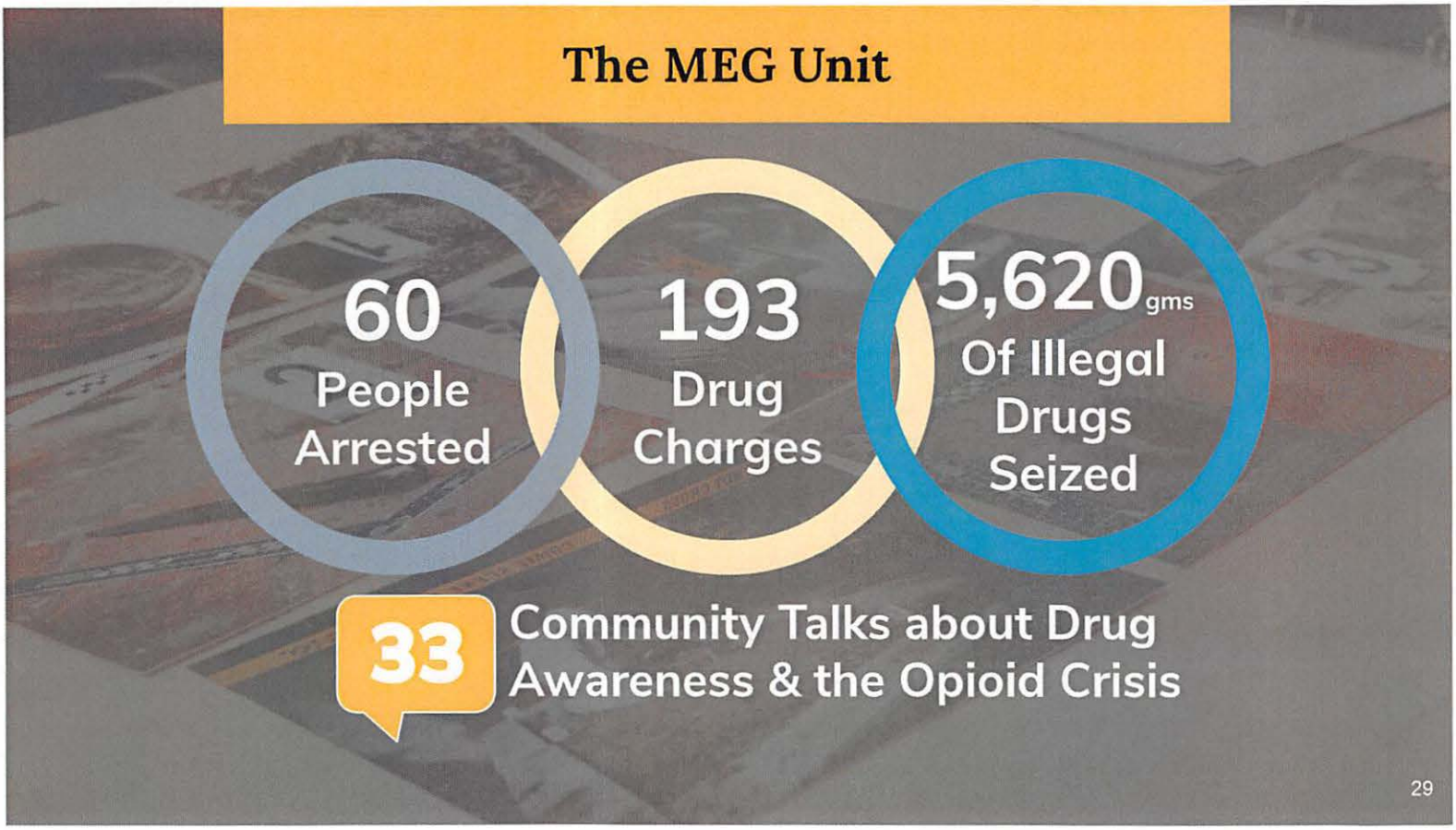
Situation resolved: A case in which law enforcement assisted in resolving in incident, no arrests made, no additional investigation anticipated.

Unfounded: A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

Information: A report used to compile information, often criminal intelligence.

CRIMINAL INVESTIGATION DIVISION

CRIMINAL INVESTIGATION DIVISION


The MEG Unit
60
People Arrested
193
Drug Charges
5,620 gms
Of Illegal Drugs Seized
33
Community Talks about Drug Awareness & the Opioid Crisis
29

PATROL DIVISION

Captain James Veeser

The Patrol Division is the largest, most visible division within the police department and consists of 63 sworn personnel. The division is overseen by a Captain, 3 Lieutenants and 7 Sergeants. The patrol officer is typically the first to respond to a call for service. These calls for service range from traffic accidents and criminal conduct to environmental situations and medical emergencies. The Division utilizes crime software to determine deployment strategies when addressing crime and disorder. In addition, patrol officers incorporate various forms of community engagement with residents in order to build positive relationships.

The Patrol Division has a number of specialized assignments that are utilized to support fellow officers and residents in need of specific police services. These being the Emergency Response Team, Accident Reconstruction Unit, Armorers, Probationary Training Officers, and Honor Guard Team. In addition, officers are assigned to the Street Crimes Unit, K9 Unit and Neighborhood Beat Officer program in order to address associated issues on a daily basis.

The Patrol Division continued to work with City Planning to provide Landlord/Tenant Training. The event continues to draw landlords who are educated on responsible ownership of rental properties.

GIS software was updated on the Sheboygan Police Department website "Community Neighborhoods Web App" allowing users to quickly determine their neighborhood officer.

The Sheboygan Police Department Honor Guard Unit replaced the original, outdated uniform with 9 new Marlow White Uniforms with accessories.

The Patrol Division collaborated with local law enforcement agencies and assigned 4 patrol officers to the Sheboygan County Civil Disturbance Unit. These officers receive specialized training on maintaining the peace and de-escalating situations that involve crowds at civil events.

The Patrol Division upgraded and purchased **10 Alco-Sensor PBT's** after receiving a $4000 grant from the Wisconsin Department of Transportation.

Police personnel continued to utilize nasal based disbursement of Narcan. In 2019, officers administered **7 doses of Narcan** at the scenes of overdoses.

PATROL DIVISION

The Street Crimes Unit conducted **18 search warrants** and made **89 arrests.** They seized **2.6 lbs.** of THC, **554** marijuana vape cartridges, **96.84 gms** of methamphetamine, **53.97 gms** of cocaine, **12.16 gms** of heroin, **9 doses** of LSD, and hundreds of pieces of drug paraphernalia.

The Street Crimes Unit responded to **26 accidental drug overdoses** in 2019. The Unit was actively involved in the Sheboygan County Drug Court team, helping the participants in the program maintain sobriety while holding them accountable for their actions.

The Crash and Reconstruction Team responds to major crash and investigative scenes and utilizes modern technology to document and diagram the location of evidence at the scene. In 2019 the unit responded to **3** fatal motor vehicle crashes, and **2** serious injury crashes.

The Patrol Division provided on site **ALICE Active Shooter Response training** at 5 area businesses and held 1 large group instruction attended by over 50 people. ALICE drills were also conducted with each of our High Schools and Middle Schools.

PATROL DIVISION

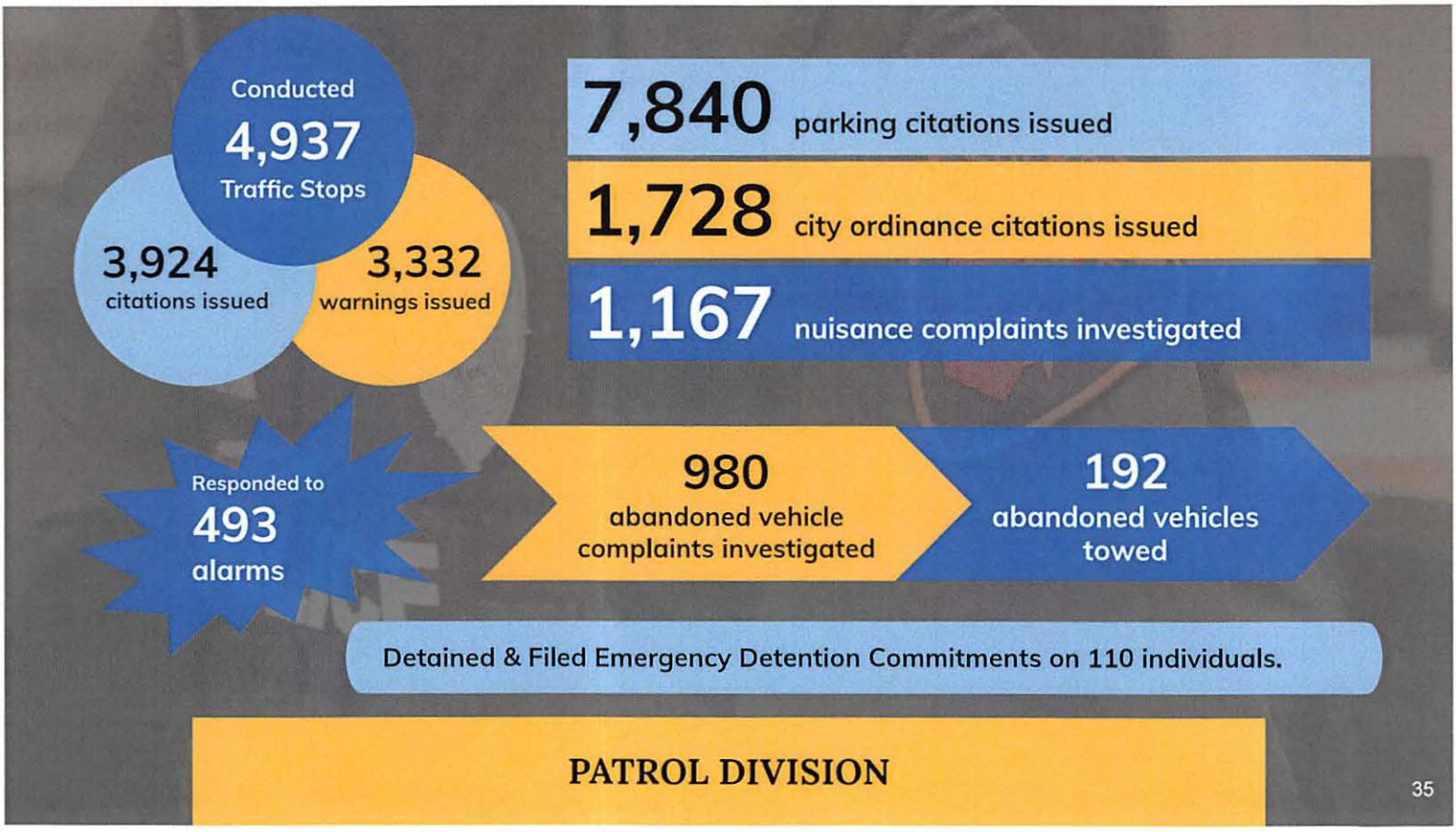
ACCIDENT REDUCTION

The Sheboygan Police Department continued efforts in 2019 to reduce the number of traffic accidents within the community. The Patrol Division collected collision data and focused on enforcing traffic violations in the most prevalent accident locations in the city. This directed patrol was accompanied by informing the public via social media that enforcement was occurring in a specific area – no surprises! In addition, social media announcements continued to educate drivers how to prevent being involved in an accident. Police also understand that teens are the least experienced drivers and susceptible to accidents. This led to officers providing educational segments within local driver education classes explaining the need to be a responsible driver.

Finally, with assistance of "Kelly the Pug", videos depicting avoidable accidents and the means to avoid an accident were developed by police personnel. These videos were humorous but also meant to ask for everyone's assistance in reducing accidents.

The accident reduction efforts resulted in another successful year of reducing accidents by 5.5% (1,684 in 2018 to 1,592 in 2019).

Just like in other communities, domestic abuse unfortunately remains one of the largest categories of violent crime in Sheboygan. In 2019, The Sheboygan Police Department partnered with Safe Harbor and the Sheboygan County Victim Witness Services Office to establish a Domestic Abuse Response Team. The team pairs a police officer with a domestic abuse advocate from Safe Harbor to conduct follow-up visits with victims of domestic violence. The goal of the program is to prevent repeat victimization by providing community resources, security services, safety planning and other support to help those who have suffered most from domestic abuse to break the cycle of violence. This program was initiated with support from the Wisconsin Department of Justice Beat Patrol grant, which is intended to support local police departments in reducing incidents of violent crime. We are continuing this partnership in 2020 to help ensure better outcomes for those who have suffered in an abusive relationship.


Conducted
4,937
Traffic Stops
3,924
citations issued
3,332
warnings issued
7,840 parking citations issued
1,728 city ordinance citations issued
1,167 nuisance complaints investigated
Responded to
493
alarms
980
abandoned vehicle
complaints investigated
192
abandoned vehicles
towed
Detained & Filed Emergency Detention Commitments on 110 individuals.
PATROL DIVISION

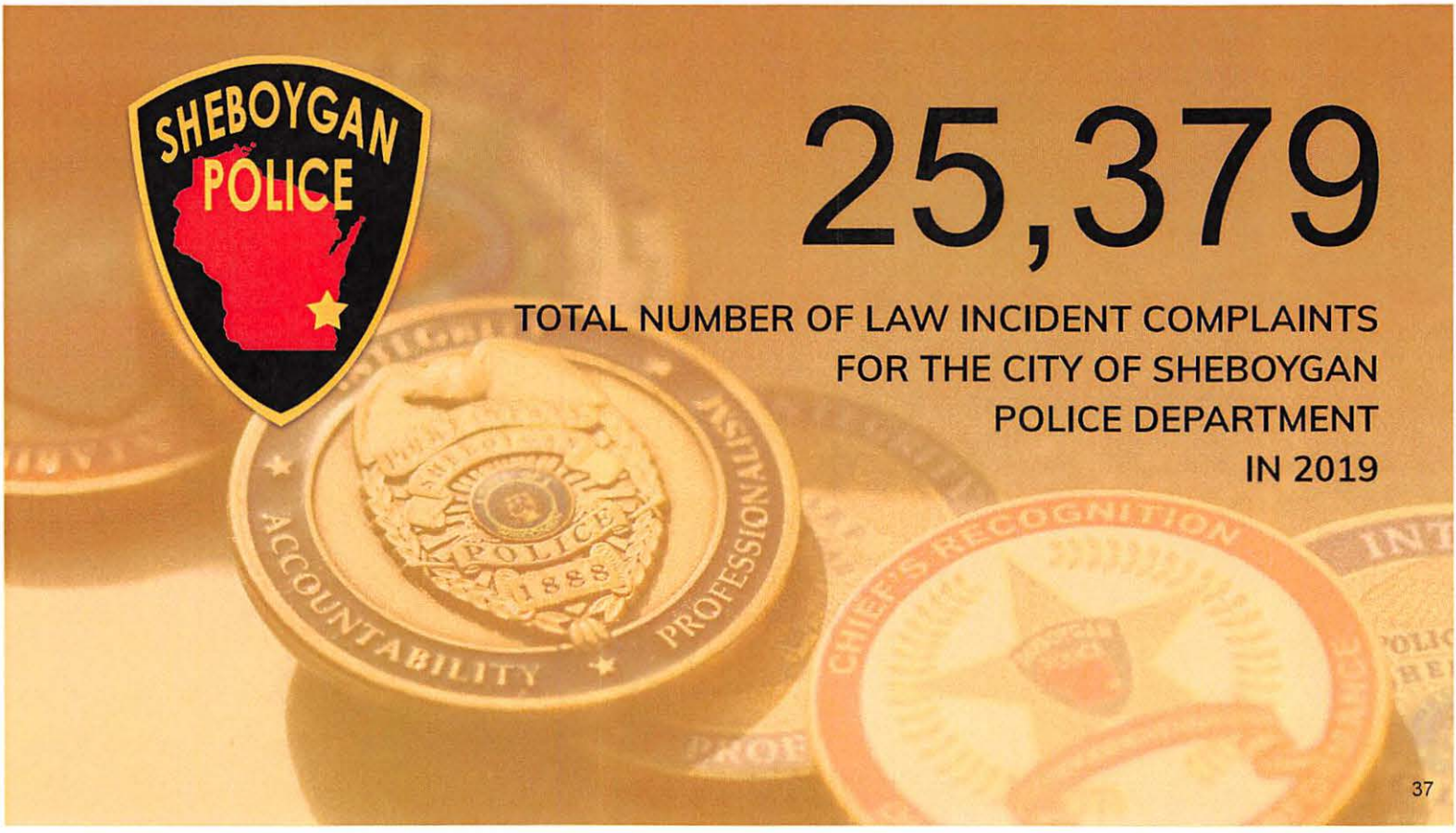
INFORMATION SERVICES

Paula Haelfrisch

Information Services at the Sheboygan Police Department consists of the following positions: 1 Administrative Assistant/Office Supervisor, 1 Crime Analyst, 1 Time Agency Coordinator, 2 Department Secretaries, 7 Records Specialist Clerks, 1 PT Records Specialist Clerk, 1 LTE (limited term employment) Records Specialist Clerk.

The civilian staff continues to provide support to the sworn personnel of the Sheboygan Police Department at various levels.

The following slides contain statistical data compiled by the Crime Analyst.

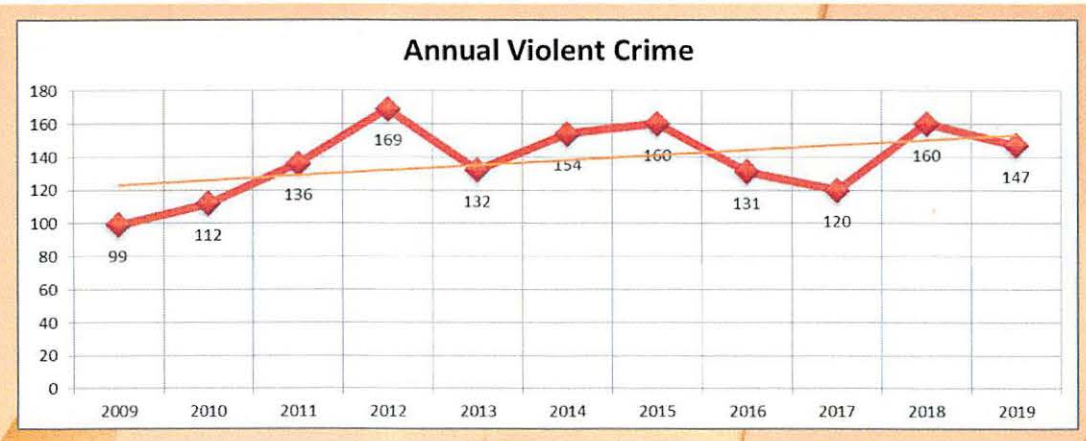

SHEBOYGAN
POLICE
25,379
TOTAL NUMBER OF LAW INCIDENT COMPLAINTS
FOR THE CITY OF SHEBOYGAN
POLICE DEPARTMENT
IN 2019
ACCOUNTABILITY
PROFESSIONALISM
POLICE
1888
CHIEF'S RECOGNITION
37

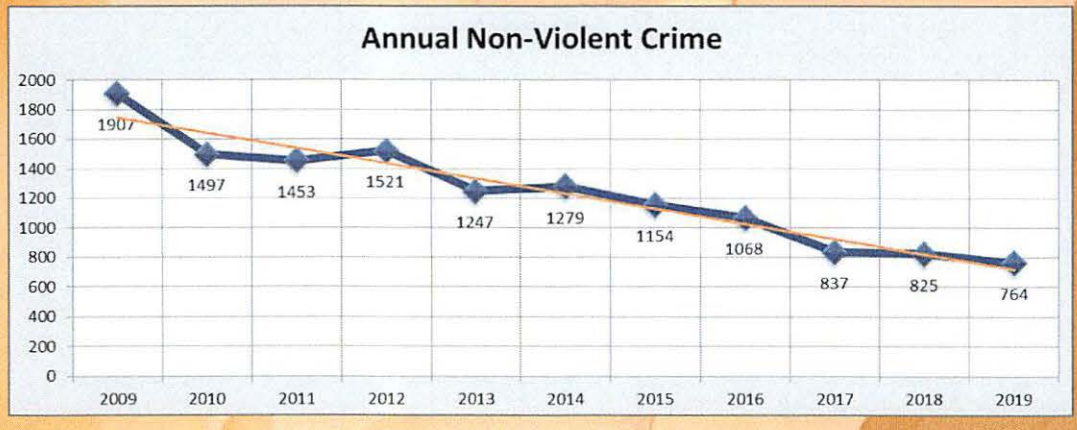
Part I Crimes												
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2014-2018 Avg	2019
Homicide	2	1	0	3	1	1	0	1	0	0	0	**1**
Rape	18	20	16	19	20	20	22	20	24	21	21	**28**
Robbery	28	22	26	21	14	17	14	10	11	11	13	**9**
Agg. Assault	51	69	94	126	97	116	124	100	85	128	111	**109**
Violent	**99**	**112**	**136**	**169**	**132**	**154**	**160**	**131**	**120**	**160**	**145**	**147**
Burglary	312	216	231	262	187	161	128	119	91	89	118	**79**
Theft	1,539	1,234	1,166	1,212	1,023	1082	991	908	702	703	877	**664**
MV Theft	49	44	50	42	31	24	31	36	32	25	30	**18**
Arson	7	3	6	5	6	12	4	5	12	8	8	**3**
Non-Violent	**1,907**	**1,497**	**1,453**	**1,521**	**1,247**	**1,279**	**1,154**	**1,068**	**837**	**825**	**1,033**	**764**
Total Part I	**2,006**	**1,609**	**1,589**	**1,690**	**1,379**	**1,433**	**1,314**	**1,199**	**957**	**985**	**1,178**	**911**

5 Year Average									
Part 1 Crimes	Homicide	Rape	Robbery	Agg. Assault	Burglary	Theft	MV Theft	Arson	Total Part 1 Crimes
2019	1	28	9	109	79	664	18	3	911
5 Year Average	0	21	13	111	118	877	30	8	1,178
Difference	Increase	33%	-31%	-2%	-33%	-24%	-40%	-63%	-23%

2019 Goals - Violent Crime				
Offenses	Goal	Actual	Difference	Percent
Homicide	0	1	1	Increase
Rape	20	28	8	40%
Robbery	15	9	-6	-40%
Agg. Assault	100	109	9	9%
Total	125	147	22	18%

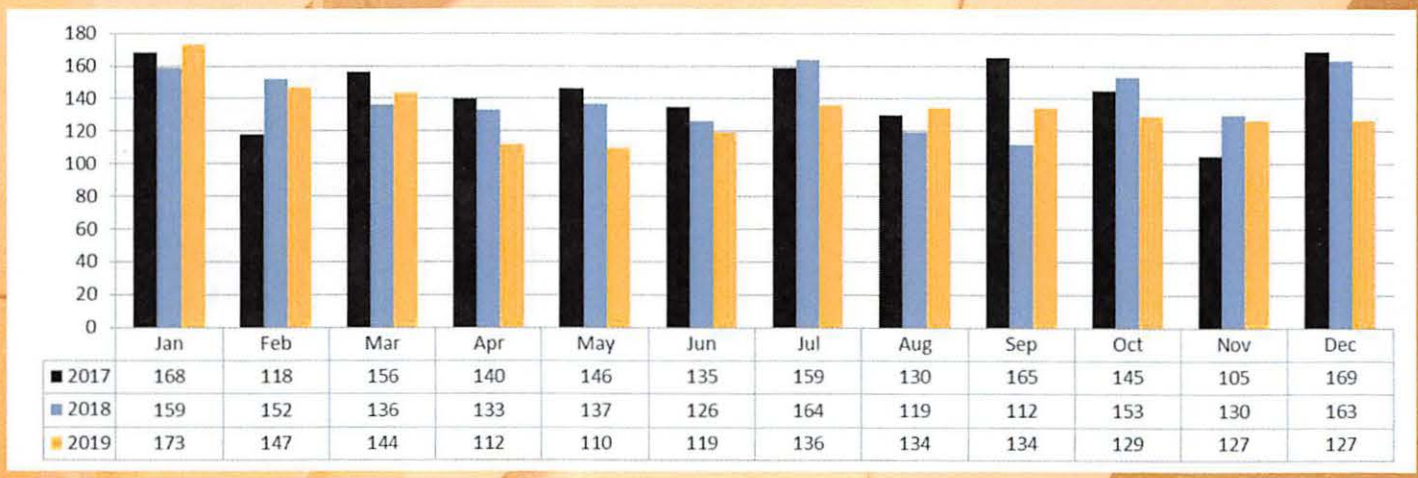
2019 Goals - Property Crime				
Offenses	Goal	Actual	Difference	Percent
Burglary	100	79	-21	-21%
Theft	900	664	-236	-26%
MV Theft	30	18	-12	-40%
Arson	5	3	-2	-40%
Total	1,050	764	-286	-27%


Annual Violent Crime
180
160
140
120
100
80
60
40
20
0
99
112
136
169
132
154
160
131
120
160
147
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019

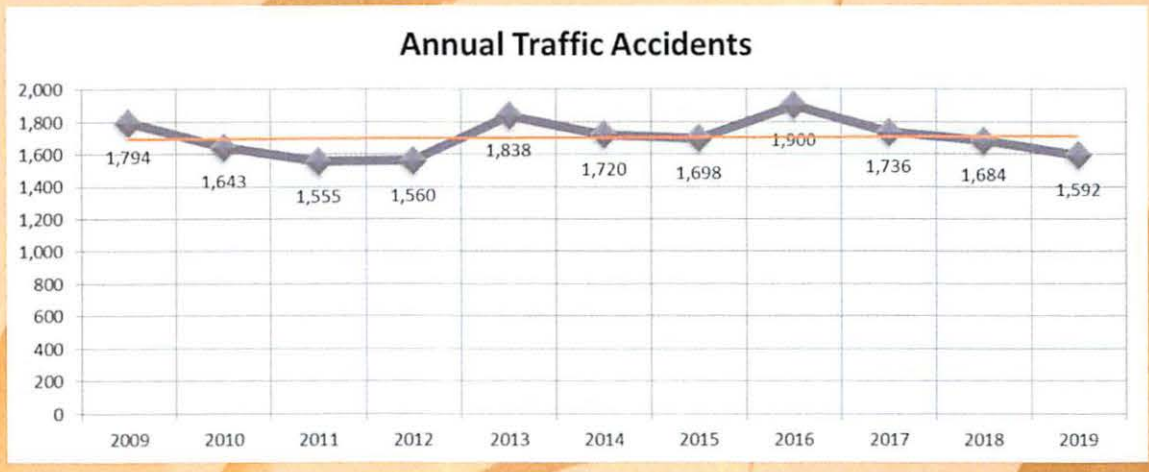

Annual Non-Violent Crime
2000
1800
1600
1400
1200
1000
800
600
400
200
0
1907
1497
1453
1521
1247
1279
1154
1068
837
825
764
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019

2019 Traffic Accident Data

2018 Total	1,684	2019 Total	1,592	Difference	-92	Percent	-5%



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	168	118	156	140	146	135	159	130	165	145	105	169
2018	159	152	136	133	137	126	164	119	112	153	130	163
2019	173	147	144	112	110	119	136	134	134	129	127	127


Annual Traffic Accidents
2,000
1,800
1,600
1,400
1,200
1,000
800
600
400
200
0
1,794
1,643
1,555
1,560
1,838
1,720
1,698
1,900
1,736
1,684
1,592
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019

Community Outreach

Partnering together to make our city the best it can be.

Coffee with a COP

The Sheboygan Police Department continued to build relationships with community members through "Coffee with a Cop." Several events were held during the year and hosted by McDonald's, Z-Spot, Glas Coffeehouse, and Union Cup. We look forward to continuing the conversations throughout 2020.

Hop with a Cop

April 13, 2019

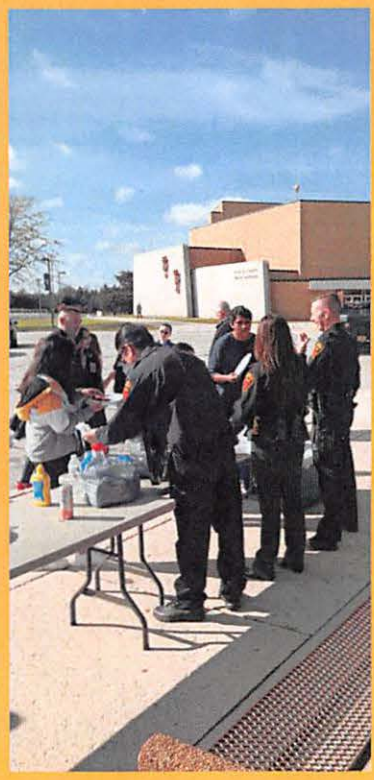
Sheboygan Police officers worked with the Sheboygan Area School District to hold an Easter egg hunt at Grant School. The program brings the festivities surrounding Easter to students who may not have the opportunity to experience the fun.

Going Back to School

Officer Samuels was invited to Longfellow Elementary School in April as part of the school-side Day of Service. Questions were answered about the job and a treat was sent back to the station.

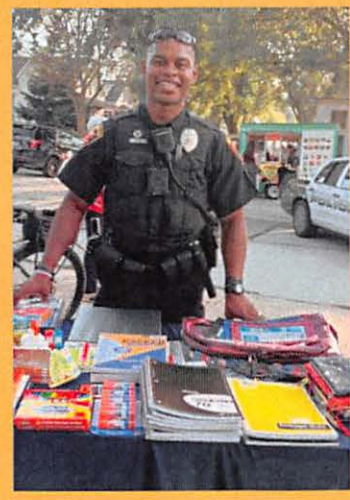
In May, Officer Warrens had the privilege of reading a book about police officers to a kindergarten class and showing them her police equipment and squad car.

In October, the 4th and 5th period Family and Consumer Education students at Horace Mann Middle School had a module on grilling. They invited the Police Department to come over for an outdoor cookout.



Giving Back to School

Officer Todd Danen held a summer hygiene drive and Aurora Hospital staff donated 1,974 hygiene products to be distributed to students in need. Officer Bryan Pray collected nearly $4,000 in back to school supplies from members of our community for our first "Pack the Station for Education." We are blessed to be a part of such a generous and supportive city!



Neighborhood Clean Ups

SPD officers teamed up with local residents, neighborhood associations and volunteers to keep our neighborhoods and parks looking good. Special thanks to employees from Tate & Lyle, Biolife, students from North High and the Public Works Department. By giving back wherever you are we can all make this world a little better!

Ridge Court Clean Up with time for fun after

Kiwanis Park Clean Up with Tate & Lyle Employees

King Park clean up with volunteers from Biolife

North High students also cleaned King Park

Neighborhood Activities

National Night Out was a great summer event, promoting police-community partnerships and camaraderie to make our neighborhoods safer, more caring places to live.

Partnering with the Historical Society, the Police Department and Travis Gross created a "Beat COP Walk" in the downtown area.

The Indiana Corridor Neighborhood Association hosted a clean up and block party.

In partnership with Habitat for Humanity and City Development, "Rock the Block" volunteers assisted with revitalization projects in the End Park and North Railway neighborhoods.

Crime Dog McGruff and Lt. Zempel at National Night Out

"Beat Cop Walk" in the downtown area

Indiana Corridor Clean Up and Block Party

Rock the Block took place in End Park and North Railway Neighborhoods

2019 Citizen Academy

Over the course of eleven weeks, the Sheboygan Police Citizen Academy provides an opportunity for the citizens we serve to get a close, personal view of policing in our city. Much of the time is spent explaining the facts about our department and our profession, from how people become police officers to the many different possible assignments. During the academy, participants get to spend some time on the firing range, hear from our partners in the court systems, and meet representatives from most of the specialized offices in the Police Department.

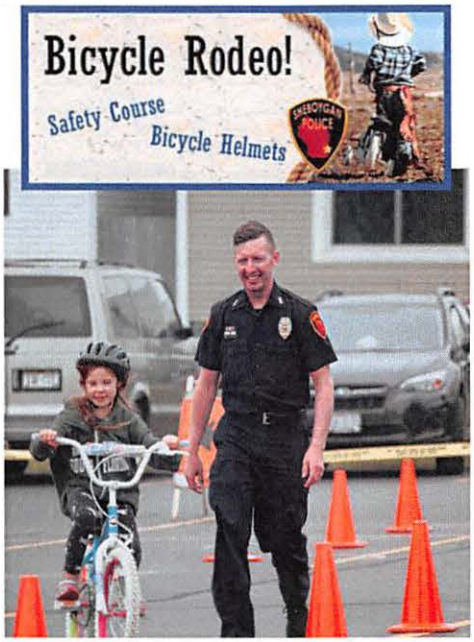
ARMOR A Resource for Maintaining Our Relationships

2019 ARMOR Academy

ARMOR Academy was developed to provide an opportunity for the spouses or significant others of department members to come together to learn about the potential stresses involved in law enforcement and resources available to develop resilience and promote a healthy home life. Over the course of three nights our spouses and significant others experienced some of the day to day tasks that officers perform, learned about the psychological aspects of a job at the Police Department, and received resources for strengthening our relationships.

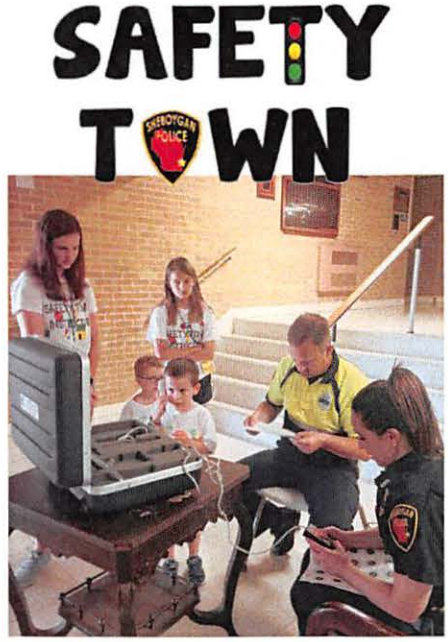
COPS and Bobbers

Cops and Bobbers is an event to focus on building relationships with children between the ages of 7 and 12 years old Our goal is to teach children how to fish, while giving them another experience or hobby to enjoy, rather than having those same children get involved in crime or drugs While partnering with local organizations, and volunteers from the Police Department, Cops and Bobbers has been able to take over 100 kids fishing for the afternoon since its start in 2016. We look to continue to engage the community, while enjoying a favorite past time.



The Sheboygan Police Department and Police Explorers hosted two Bike Rodeos, teaching about bicycle safety and maintenance, in addition to offering helmet fittings, snacks and prizes. The courses have been designed to target elementary school age children, but are open for any child from 6 to 14 years old.

25 Sheboygan police junior cadets completed the one week JPA academy in July 2019. Over the week cadets had the opportunity for classroom and hands on training where they learned about community policing, evidence collection, arrest tactics, and traffic enforcement. At the end of the week, cadets investigated a mock crime scene using the techniques learned. Fun was had by all!



Sheboygan Service Club hosts Safety Town in partnership with the Sheboygan Recreation Department, Police Department and SASD. This summer program is 4 sessions, providing 16 hours of safety awareness for children entering kindergarten. Each year about 160 children are enrolled in Safety Town.

The Torch Run is an effort to increase awareness and raise funds for Special Olympics of Wisconsin. It took place in more than 30 communities across Wisconsin, with all participants uniting at UW Stevens Point for the State Summer Games Opening Ceremony. On June 6, 2019, local law enforcement ran and biked through Sheboygan, Kohler, Sheboygan Falls, Plymouth, and Elkhart Lake with a special stop at Trooper Trevor Casper's grave in Kiel, with their final destination being the Special Olympics Wisconsin State Summer Games.

Cop on a Rooftop

Wisconsin Law Enforcement Officers from around the state volunteered at Dunkin' Donuts locations on August 16, 2019 to support the Law Enforcement Torch Run for Special Olympics Wisconsin. In return for the police officers "doing time" at their restaurants, Dunkin' Donuts will donate $5,000 to the organization.

Shop With A Cop

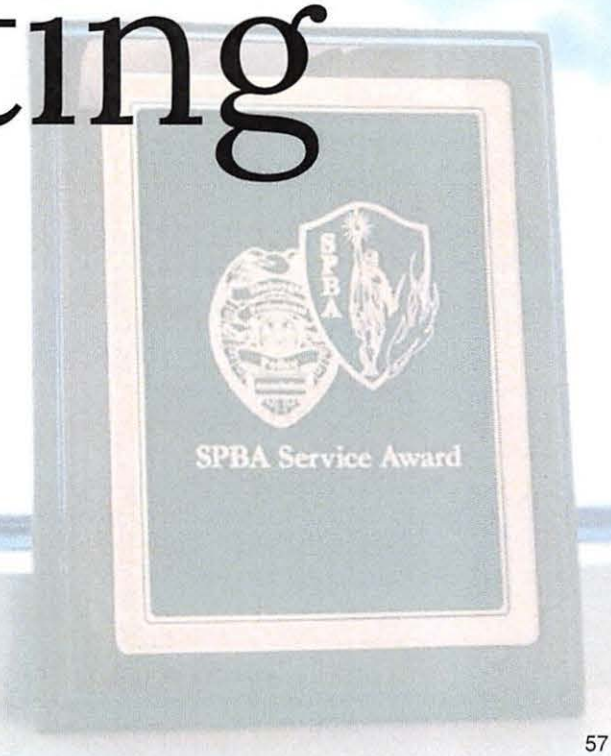
Shop With A Cop is an outreach program where underprivileged children, who are referred to the program by social agencies, are paired up with an officer for an evening of food, fun and Christmas shopping for his or her family. Several officers and civilian employees from the SPD, and Cadets from the Sheboygan Police Cadet Post were on hand to help out with this year's event. Officers from agencies from across the county joined together to make this year's event as memorable as possible for these great kids!

4th Annual Operation Blue Santa

On December 8th, 2019, SPD officers and staff worked alongside fellow city department members to host "Blue Santa". 8 families, including 21 children, were selected with the help of the School District. The families spent part of the day receiving gifts, getting a professional photograph with Santa, eating a warm meal, and taking a trolley ride to see "Making Spirits Bright". We would like to thank our great community sponsors. Without donations Operation Blue Santa would not exist.

Celebrating Success

The 2019 Sheboygan Police Benevolent Association Service Awards



2019 Sheboygan Police Benevolent Association Service Awards

March 14, 2019
Sheboygan Town & County

The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Civilian Employee of the Year:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.

Yeng Yang

Police Officer of the Year:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.

Detective Joel Clark

2019 Sheboygan Police Benevolent Association Service Awards

March 14, 2019
Sheboygan Town & County

Community Engagement Award:

Presented to individuals who demonstrated outstanding performance in community outreach and engagement and recognize initiatives which show potential for long-term impact on the community and its relationship with the Sheboygan Police Department.

Officer Paul Graening

Officer Todd Danen

Meritorious Service Award:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.

Officer Trisha Saeger

Officer Brian Bastil

Officer Stephen Schnabel

2019 Sheboygan Police Benevolent Association Service Awards

March 14, 2019
Sheboygan Town & County

Citizen's Distinguished Service Award:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

Not Pictured:
Melissa Gordziej

Life Saving Award:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.

Sergeant Ryan Schmitt

Officer Ryan Walloch

Thank you

For your support in 2019

Old Wisconsin
Bullard Children's Dentistry
KJH Enterprises of Sheboygan
Sheboygan Professional Police Benevolent Association
Luigi's Italian Restaurant
Dutchland Plastics
Martens-Trilling True Value
St. Mark's Evangelical Lutheran Church
Sheboygan Roosted Gobblers
Home Depot

Thank you

For your support of the SPD K9 Fund

Torginol
Walmart #1276
Jeffrey and Michelle Gentine
Theodore Bergstrom
Sargento Foods
Clint Kindt
Mary Lange
Erin McKelvey Schueller
Kennadi Kehoe
William Powell
Marge Giesen
Edwin Seich
Lorraine Reed
Jacque Gerbitz
Phyllis and Gerald Rausch
Gary Kohl
Kohler Credit Union
Shoreline Womans Club
Pamela Oehldrich
Lorraine Reed
James and Sharon Schramm
UAW Local 833
Jack and Marian Jarvis
Vincent and Kathleen Shircel
Markevitch's Braveheart Pub

55 Plus First United Lutheran Church
Parkside Family Restaurant
Sheboygan Dog Training Club Inc.
Gary Gasper
Briella Heimerl
Parkside Family Restaurant
Theodore Bergstrom
Superior Bar and Grill
Michael Jason Meyer
Ruth Jones
St. Mark Lutheran Church
Kwik Trip
Lakeshore Screen Printing
Sheboygan County and Ozaukee County A Girl and a Gun Chapters
Vietnam Veterans of America Lakeshore Chapter 618

SPD ANNUAL REPORT 2019

The Sheboygan Police Department's 2019 Annual Report was produced by Paula Haelfrisch and Cassandra Wohlgemuth.

Special thanks to all those who submitted information to make this report possible and to Detective Paul Olsen for many of the beautiful photos.

Sheboygan Police Department
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081
(920)459-3333
sheboyganpolice.com

Find us on: facebook

@Sheboygan_PD

The SPD utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and You Tube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 16, 2020.

Your Committee to whom was referred pursuant to R. O. No. 169-19-20 by City Clerk submitting various license applications; recommends granting the following licenses:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2021)

No.	Name	Address
3127	Coleman, Kailyn P.	1435 S. 11th Street
3128	Conley, Morgan B.	2309 Kroos Court
3121	Diener, Robert C.	3725 Neumair Court
5670	Lester, Jason D.	1408 S. 8th Street
3123	Maass, Samuel A.	1204 N. 5th Street Apt #209
6395	Prieto, Caroline P.	1527 S. 13th Street
3139	Sheppard, Lawton A.	227 S. Lake Court
3126	Smoot, Joseph R.	2324 N. 6th Street
3133	Terrazas, Kylie L.	1128 N. 11th Street

CLASS "B" BEER LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3438	Nicky's Pizza II	1735 Calumet Drive

"CLASS B" LIQUOR LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3435	Nine O Two on Indiana	902 Indiana Avenue

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2020)

No.	Name	Address
3131	Erickson, John R.	959 8th Avenue #8, Grafton
2636	Moser, Michael P.	2201 Erie Avenue

_____ _____

_____ _____

_____ _____

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. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 16, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 170-19-20 by City Clerk submitting a license application for the period ending December 31, 2020 (Room to Breathe Massage & Wellness); recommends granting the license.

_____ _____

_____ _____

_____ _____

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. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. March 16, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 170-19-20 by City Clerk submitting an license application for the period ending December 31, 2020 (Room to Breathe Massage & Wellness); recommends granting the license.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. March 16, 2020.

Your Committee to whom was referred Res. No. 180-19-20 by Alderpersons Wolf and Sorenson authorizing accepting a Storm Sewer Easement (LTC); recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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. 180 - 19 - 20. By Alderpersons Wolf and Sorenson.
March 2, 2020.

A RESOLUTION authorizing accepting a Storm Sewer Easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Storm Sewer Easement, once properly executed, for the City to construct a storm sewer line between Niagara Avenue and the Sheboygan River:

LTC Remote Campus (Old Boat Doctors site), 1316 Niagara Ave, Sheboygan, WI
(West side of old Union Pacific Railroad right of way)

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Document Number	Document Title

STORM SEWER EASEMENT

THIS INDENTURE, made this ____ day of March, 2020, by Office Service Company, LLP, a Wisconsin limited liability partnership, "**GRANTOR**", and the City of Sheboygan, a municipal corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081-4442

Part of 59281500110
Parcel Identification Number (PIN)

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained agree as follows:

1. **GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive easement to construct, operate, use, maintain, and repair a storm sewer in, under, and along the following described property, to-wit:

   See Exhibits "A" and "B" for map and legal description.

   Physical Site Address:

   1316 Niagara Avenue
   Sheboygan, WI 53081

2. Said storm sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.

3. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these

provisions are subject to the legal defenses which under law **GRANTEE** is entitled to raise.

4. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.

5. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.

6. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS THEREOF, the **GRANTOR,** has caused this instrument to be signed and sealed this

_____day of _____, 2020.

OFFICE SERVICE COMPANY, LLP

_____

Paul Weaver

Member

STATE OF WISCONSIN)

) SS

COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2020, the above named Paul Weaver to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

Notary Public

My Commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Michael Vandersteen City of Sheboygan - Mayor	Meredith DeBruin City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2020, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

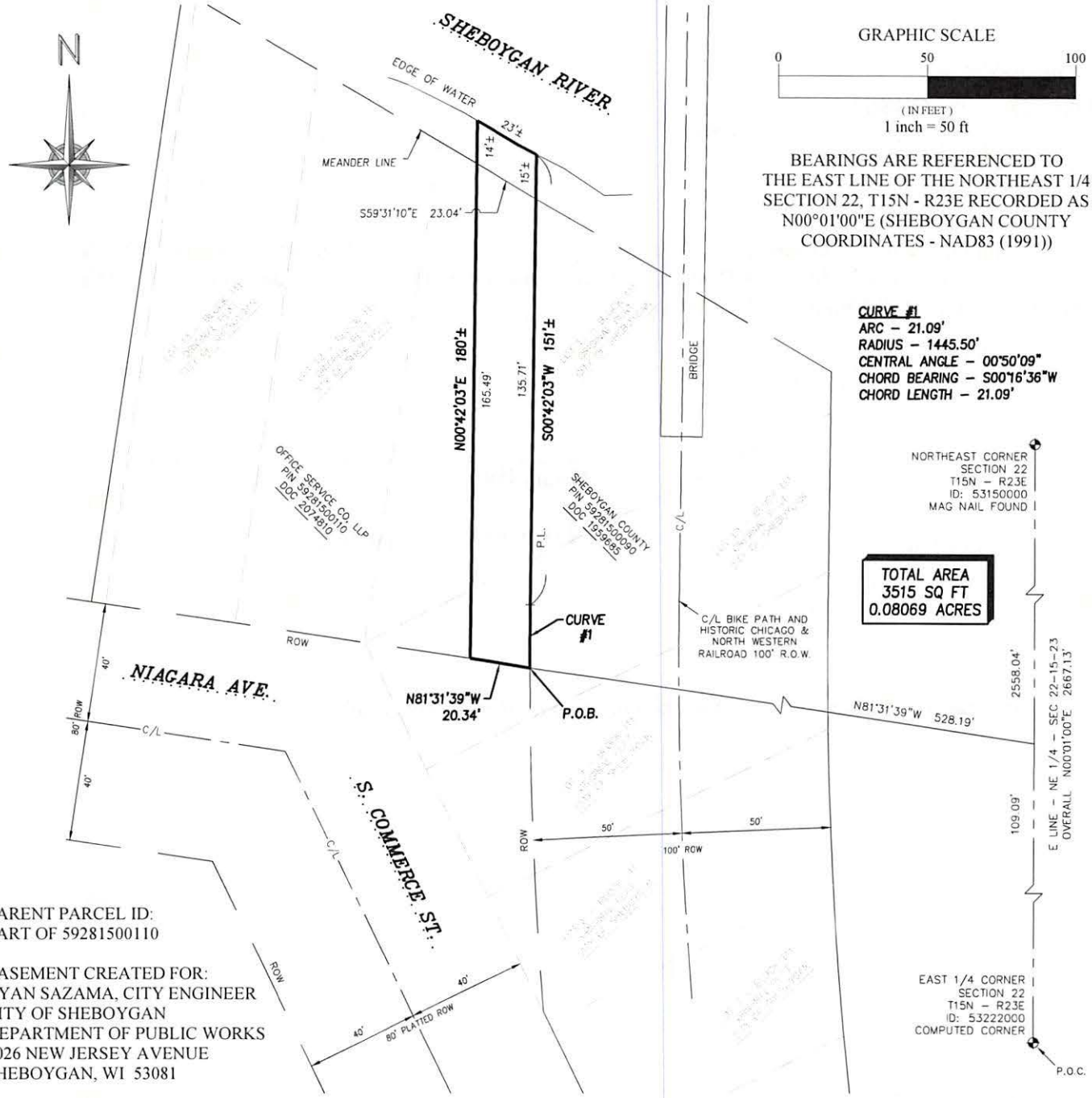
My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

This Instrument Drafted By:
Michael P. Born, WI PLS - 2984-8
Assistant City Engineer / Surveyor

EXHIBIT A
STORM SEWER EASEMENT

PART OF LOTS 10 & 11 OF BLOCK 111
OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
LOCATED IN PART OF GOVERNMENT LOT 5 IN
SECTION 22, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



GRAPHIC SCALE

0 50 100

(IN FEET)

1 inch = 50 ft

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 SECTION 22, T15N - R23E RECORDED AS N00°01'00"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

CURVE #1
ARC – 21.09'
RADIUS – 1445.50'
CENTRAL ANGLE – 00°50'09"
CHORD BEARING – S00°16'36"W
CHORD LENGTH – 21.09'

TOTAL AREA
3515 SQ FT
0.08069 ACRES

PARENT PARCEL ID:
PART OF 59281500110

EASEMENT CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 12/16/19

CITY OF SHEBOYGAN
PUBLIC WORKS
Engineering Division
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081
Phone: 920-459-3440
Fax: 920-459-3443

EXHIBIT B
STORM SEWER EASEMENT DESCRIPTION

PART OF LOTS 10 & 11 OF BLOCK 111
OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
LOCATED IN PART OF GOVERNMENT LOT 5 IN
SECTION 22, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

A part of Lots 10 and 11 of Block 111 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT in the Sheboygan County Register of Deeds Office, located in part of Government Lot 5 in Section 22, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 22, thence North 00°01'00" East along the East line of the Northeast quarter of said Section 22, a distance of 109.09 feet to the Easterly extension of the North line of Niagara Avenue;
thence North 81°31'39" West along said Easterly extension, a distance of 528.19 feet to the West line of the historic Chicago and North Western Railroad and the Point of Beginning;
thence continuing North 81°31'39" West along the North line of said Niagara Avenue, a distance of 20.34 feet;
thence North 00°42'03" East a distance of 165.49 feet to a meander line of the Southerly edge of the Sheboygan River;
thence continuing North 00°42'03" East a distance of 14 feet, more or less, to the Southerly waters edge of the Sheboygan River;
thence Southeasterly along said Southerly waters edge, a distance of 23 feet, more or less, to said West line;
thence South 00°42'03" West along said West line, a distance of 15 feet, more or less, to said meander line;
thence continuing South 00°42'03" West along said West line, a distance of 135.71 feet;
thence Southerly 21.09 feet along said West line and the arc of a curve to the left having a radius of 1445.50 feet and a chord which bears South 00°16'36" West, a distance of 21.09 feet, to the Point of Beginning for this description.

The above described lands contain 0.08069 acres (3,515 square feet) of land, more or less, and includes the land lying between the meander line and the Sheboygan River.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 12/16/19

CITY OF SHEBOYGAN
PUBLIC WORKS
Engineering Division
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081
Phone: 920-459-3440
Fax: 920-459-3443

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. March 16, 2020.

Your Committee to whom was referred Res. No. 181-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to sign the Intergovernmental Agreement for Automated Side-Load Truck Training with the City of Green Bay; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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. 181 - 19 - 20. By Alderpersons Wolf and Sorenson.
March 2, 2020.

A RESOLUTION authorizing the appropriate City officials to sign the Intergovernmental Agreement for Automated Side-Load Truck Training with the City of Green Bay.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Intergovernmental Agreement for Automated Side-Load Truck Training with the City of Green Bay, a copy of which is attached hereto.

Public Works.

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

INTERGOVERNMENTAL AGREEMENT FOR AUTOMATED SIDE-LOAD TRUCK TRAINING

THIS AGREEMENT is made and entered into this ___ day of _____, 2020 pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between the City of Sheboygan (hereinafter "SHEBOYGAN"), and the City of Green Bay (hereinafter "GREEN BAY"), both parties being municipal corporations organized under the laws of the State of Wisconsin, hereinafter referred to individually as a Party and/or collectively as the Parties.

WITNESSETH

WHEREAS, GREEN BAY currently owns and operates automated side-load sanitation and recycling trucks, and its employees are capable of providing instruction as to the successful operation thereof; and

WHEREAS, SHEBOYGAN will begin use and operation of similar automated side-load sanitation and recycling trucks in May, 2020; and

WHEREAS, SHEBOYGAN desires to obtain training and operational knowledge of such automated sanitation and recycling trucks in time for the deployment of its program; and

WHEREAS, the Parties desire to create a contractual relationship wherein GREEN BAY will provide training to the employees of SHEBOYGAN on the operation and use of automated side-load sanitation and recycling trucks;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties covenant and agree as follows:

1. Training: GREEN BAY shall provide training to employees of SHEBOYGAN in the operation and use of automated side-load sanitation and recycling trucks, which includes pre-trip and post-trip greasing and collection of refuse and recycling. Training shall be performed on the streets and/or rights of way within the corporate limits of GREEN BAY.

2. Scheduling: Training shall occur at times that are mutually convenient to and agreed upon by the Parties. GREEN BAY will make all reasonable efforts to perform under this Agreement but enters the same with SHEBOYGAN's acknowledgement and acceptance that public works activities within the corporate limits of GREEN BAY take priority. Therefore, if, due to an extraordinarily high volume of service work, adverse weather conditions, or other reasons beyond the reasonable control of GREEN BAY, performance under this Agreement is made impractical, GREEN BAY shall be excused from such performance.

3. Supervision: Employees of SHEBOYGAN shall remain under the jurisdiction, supervision and control of SHEBOYGAN at all times for any and all activities contemplated under the terms of this Agreement.

4. Insurance: SHEBOYGAN shall present to GREEN BAY a Certificate of Insurance with coverage and minimum policy limits as follows:

    1. **General Liability** - $1,000,000.00 per occurrence, $2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.
    2. **Business Automobile Coverage**
        a. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
        b. Must cover liability for "Any Auto" – including Owned, Non-Owned and Hired Automobile Liability.
    3. **Workers Compensation and Employers Liability**
        a. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
        $100,000 Each Accident

        $500,000 Disease Policy Limit

        $100,000 Disease – Each Employee

        b. Waiver of Workers Compensation Subrogation – The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waiver all rights of subrogation against GREEN BAY, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arise from the activities performed under the terms of this Agreement.

    GREEN BAY, its officials, employees, and agents shall be named as "Additional Insured" on the General Liability Policies. This coverage shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess. This coverage shall include an endorsement stating the following:

    Written Notice of Cancellation or Non-Renewal shall be sent to GREEN BAY no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

    City of Green Bay
    Attn: Risk Management
    100 North Jefferson Street
    Green Bay, Wisconsin 54301

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference and shall be on file with the Risk Manager prior to the commencement of activities contemplated under this Agreement.

5. Workers Compensation. Each Party agrees to maintain workers compensation insurance coverage and be responsible for any costs associated to any job-related injuries suffered by its employees.

6. Indemnification. SHEBOYGAN shall hold harmless, indemnify and defend GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of SHEBOYGAN or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. SHEBOYGAN shall reimburse GREEN BAY, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination of the Agreement.

7. Immunity: Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Parties or their insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater that the limits of liability of municipal claims established under Wisconsin law.

8. Release of Liability: GREEN BAY expressly assumes no liability for any injury, loss, or damages, whether actual, indirect, special or consequential, arising from the training in the operation and use of automated side-load sanitation and recycling trucks as contemplated by this Agreement. Accordingly, SHEBOYGAN hereby releases, holds harmless and forever discharges the GREEN BAY, its officers, agents and employees, of and from any and all claims, actions, cause of action, liabilities, loss, damage, demands, costs, loss of profits or income, disruptions, or interruption of business, expenses or compensation, including

attorney fees, on account of or in any way arising out of, directly or indirectly, any personal injury or property damage resulting from any act or omission of GREEN BAY related to the work or activities undertaken or to be undertaken by GREEN BAY in connection with this Agreement except for acts of gross negligence or willful misconduct.

9. Term of Agreement: The term of this Agreement shall commence on March 17, 2020 and end May 31, 2020.

10. Termination of Agreement: Either Party may terminate this Agreement for any reason upon a fifteen (15) day written notice to the other Party.

11. Authorized Agents & Notice: The following authorized agents are designated as the representatives of the Parties and such offices are authorized by this Agreement to administer the provisions hereof, including entering into agreements concerning scheduling as provided in this Agreement. All required notices under the terms of the Agreement shall be deemed delivered as of the postmark date, postage prepaid to:

CITY OF SHEBOYGAN	CITY OF GREEN BAY
Jason Blasiola Superintendent of Streets & Sanitation 2026 New Jersey Avenue Sheboygan, WI 53083	Operations Director DPW-Operations Division 519 South Oneida Street Green Bay, WI 54303

13. Miscellaneous:

(a) Entire Agreement: This Agreement supersedes any and all agreements previously made between the Parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by an instrument in writing duly executed by all Parties.

(b) Assignment: It is expressly understood that the Parties may not assign any rights or obligations hereunder without the prior written consent of the other Party.

(c) No Discrimination: During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

(d) Law Governing: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin. Venue lies in the state and federal courts located in Brown County, Wisconsin.

(d) Severability: If any provisions of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

(e) Amendments: Any amendments to this Agreement shall be agreed upon by both Parties in writing.

(f) Counterparts: This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the Parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the PARTIES hereby set their hands and seals as of the date first written above.

CITY OF SHEBOYGAN		CITY OF GREEN BAY	
Michael J. Vandersteen, Mayor	Date	Eric Genrich, Mayor	Date
Meredith DeBruin, City Clerk	Date	Kris A. Teske, Clerk	Date

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. March 16, 2020.

Your Committee to whom was referred Res. No. 182-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a Lease-Purchase Agreement with Bell Bank Equipment Finance to finance the purchase of a 2020 Vactor 2100i Vac Excavator Truck with 2020 Freightliner 114SD Chassis; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

7.2

Res. No. 182- 19 - 20. By Alderpersons Wolf and Sorenson. March 2, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Lease-Purchase Agreement with Bell Bank Equipment Finance to finance the purchase of a 2020 Vactor 2100i Vac Excavator Truck with 2020 Freightliner 114SD Chassis.

WHEREAS, the City of Sheboygan (the "City") is authorized by the laws of the State of Wisconsin to purchase, acquire, and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect to such acquisitions; and

WHEREAS, in Resolution 194-18-19, the Common Council of the City of Sheboygan (the "Council") authorized the Purchasing Agent to indicate the City's intent to obtain a new Vactor Truck in 2020; and

WHEREAS, state law and the City's procurement policy allows the City to join with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, as indicated in Resolution 194-18-19, the Vactor Truck is available under the nationwide Sourcewell cooperative purchasing plan pursuant to Sourcewell Contract Number 122017-FSC; and

WHEREAS, the City has obtained a quote pursuant to the Sourcewell cooperative purchasing plan to obtain the Vactor Truck at a price of $292,750.99, which includes trade in value for the City's current Vactor Truck; and

WHEREAS, Resolution 194-18-19 also indicated the Council's desire to "use an appropriate financing mechanism to fund the new Vactor Truck"; and

WHEREAS, after evaluating all possible options for paying for the Vactor Truck, the City finds that financing the carts through a capital lease is the financing method which is in the best interest of the City; and

WHEREAS, the City has worked with Bell Bank Equipment Finance to develop the Lease-Purchase Agreement and other documents referenced in the Lease-Purchase Agreement, all of which are attached to this Resolution (collectively, the "Lease"); and

WHEREAS, the 2020 budget includes funds for the repayment of the Lease.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That it is in the best interest of the City to enter into the Lease with Bell Bank Equipment Finance in substantially similar form to that attached in order to finance the purchase of the 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis.

BE IT FURTHER RESOLVED: That the Mayor of the City of Sheboygan, Michael Vandersteen, is authorized to execute the Lease, in substantially similar form to that attached, and any related documents necessary to the consummation of the transaction contemplated by the Lease.

BE IT FURTHER RESOLVED: That the City Clerk of the City of Sheboygan, Meredith DeBruin, is authorized to attest to the execution of the Lease.

BE IT FURTHER RESOLVED: That the officers and employees of the City of Sheboygan shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to, and consummate the transaction contemplated by the Lease, including the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

BE IT FURTHER RESOLVED: That nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection with the Lease impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the City as provided in the Lease.

BE IT FURTHER RESOLVED: That, subject to the appropriation of funds, the appropriate City officials are authorized to draw funds in payment of the Lease pursuant to the terms of the Lease from Account No. 60134110-631600 (Sanitation Sewer Evaluation Survey).

BE IT FURTHER RESOLVED: That this Resolution shall be effective immediately upon its approval and adoption.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Bell Bank Equipment Finance

Lease-Purchase Agreement

Lease Purchase Agreement Number: 102346-001

This Lease-Purchase Agreement dated the 23rd day of March, 2020, (the "Lease"), by and between Bell Bank Equipment Finance, a division of Bell Bank, whose address is The Colonnade, 5500 Wayzata Boulevard, Suite 140, Minneapolis, MN 55416, as agent for one or more persons (the "Lessor") and City of Sheboygan, located in Sheboygan County, as Lessee (the "Lessee"), whose address is 828 Center Ave., Sheboygan, WI 53081.

WITNESETH:

WHEREAS, Lessee is authorized by State statutes to acquire one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis by entering into a lease-purchase agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Lessee on see attached, the Lessee has determined that it is necessary to further the construction and maintenance purposes of the Lessee that it acquire one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis described herein as Equipment; and

WHEREAS, Lessor is willing to acquire the Equipment and to lease and sell it to Lessee pursuant to this Lease;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.1 **Definitions**. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Authorized Representative: Shall mean (a) with respect to the Lessee, the officer of the Lessee or any other Person or Persons at any time designated by resolution of Lessee's governing body or written certificate conferring authority upon such person to act on behalf of the Lessee with respect to this Lease; and (b) with respect to the Lessor, any authorized signatory of the Lessor authorized by their bylaws to act or to execute documents on behalf of the Lessor.

Certificate of Acceptance: The Certificate of Acceptance of Lessee the form of which is attached hereto as Exhibit C.

Code: The Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder by the United States Department of the Treasury.

Commencement Date: The date upon which Lessee's obligations to make Lease-Purchase Payments accrues as evidenced by the issuance to Lessor of the Certificate of Acceptance attached hereto as Exhibit C.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Cost or Costs: The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.

Equipment: The one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

Fiscal Year: Each twelve (12) month fiscal period of Lessee commencing on the _____ of _____ and ending on the _____ of _____ the following year.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Lease-Purchase Payment designated as and comprising interest as shown in the attached Exhibit B.

Lease: This Lease-Purchase Agreement dated as of 03/23/2020, whereby the Lessor has leased the Equipment to Lessee, as the same may from time to time be amended or modified.

Lease-Purchase Payment: The payment due from Lessee to Lessor on each Payment Date, as shown on Exhibit B.

Net Proceeds: Any insurance proceeds, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Payment Date: The date upon which any Lease-Purchase Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborers, material person's supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Person or Persons: An individual, partnership, corporation, trust or unincorporated organization.

Prepayment Price: With respect to the Equipment, as of any Payment Date, the amount so designated and set forth opposite such date in the attached Exhibit B.

Principal: The portion of any Lease-Purchase Payment designated as principal in the attached Exhibit B.

Request for Disbursement of Funds: The Request for Disbursement of Funds of Lessee, the form of which is attached hereto as Exhibit C-1.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of Wisconsin.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation or any agency or political subdivision of the State, and any law of the United States, and any rule or regulation of any federal agency.

Term, Term of this Lease or Lease Term: The period commencing on the execution of this Lease and ending on the date the last Lease-Purchase Payment is due and payable, as shown on Exhibit B.

Section 1.2 **Exhibits**. The following Exhibits are attached to and by reference made part of this Lease:

Exhibit A: A description of the Equipment including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule to be completed by Lessor as provided in Section 4.1, indicating the date upon which the Term of this Lease shall end, the date and amount of each Lease-Purchase Payment coming due under the Lease Term and the amount of Principal and Interest comprising each Lease-Purchase Payment.

Exhibits C and C-1: A Certificate of Acceptance of Lessee with a Request for Disbursement of Funds attached indicating that the Equipment has been or will be delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Lease-Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: An opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

Exhibit E: A form of resolution of the governing body of Lessee, relating to this Lease and, if applicable, certain federal tax matters.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of Lessee**. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all open meeting laws, public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other Person, firm or corporation, except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform its essential governmental functions.

(g) Lessee will take no action that would cause the interest portion of the Lease-Purchase Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease-Purchase Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon execution of this Lease-Purchase Agreement, and upon each request for a disbursement of funds hereunder, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.

(j) Lessee will submit to the Internal Revenue Service an information reporting statement at the time and in the form required by the Code.

(k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.

(l) Lessee does not reasonably anticipate that it will issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Code) in an aggregate amount in excess of $10,000,000 during the calendar year in which the Term commences, and this Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code relating to deductibility of interest by financial institutions.

Section 2.2 **Representations, Covenants and Warranties of Lessor**. Lessor represents, covenants and warrants as follows:

(a) Lessor has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound; constitutes a default under any of the foregoing; or results in the creation or imposition any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, except Permitted Encumbrances.

ARTICLE III
AGREEMENT TO LEASE

Section 3.1 **Lease**. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon terms and conditions set forth in this Lease and subject to the option to purchase set forth in Section 4.3 hereof.

Section 3.2 **Possession and Enjoyment**. Lessor hereby covenants to provide Lessee during the Term with the quiet use and enjoyment of the Equipment, and Lessee intends to during the Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee's cost, join any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. All warranties extended upon the Equipment by the Contractors shall inure to the benefit of the Lessee during the term of this Lease.

Section 3.3 **Lessor Access to Equipment**. Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

Section 3.4 **Tax and Ownership and Lessee**. The Lessor warrants and represents that it shall not at any time during the term of the Lease claim depreciation, cost recovery deductions, or tax credit for federal income tax purposes with respect to the equipment, or portion thereof, and that it shall not take any position for federal income tax purposes that is inconsistent with the unequivocal title and ownership for any and all tax purposes of the Lessee.

ARTICLE IV
TERM OF LEASE

Section 4.1 **Lease Term**. This Lease shall be in effect for a Term commencing upon the execution hereof and ending as provided in Section 4.2.

Section 4.2 **Termination of Lease Term**. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or

(b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder.

(c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof.

Section 4.3 **Option to Purchase**. Lessee has the option to purchase the Equipment by paying the applicable prepayment price in accordance with Section 10.1 hereof.

ARTICLE V
LEASE-PURCHASE PAYMENTS

Section 5.1 **Lease-Purchase Payments**. Lessee agrees to pay Lease-Purchase Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Lease-Purchase Payments shall be paid to Lessor at its offices at the address specified in Section 1.1 of this Lease, or to such other Person or entity to which Lessor has assigned such Lease-Purchase Payments as specified in Article XI, at such place as such assignee may from time to time designate in lawful money of the United States of America to Lessor or, in the event of assignment of the right to receive Lease-Purchase Payments by Lessor, to its assignee. Interest shall accrue from the date of the Certificate of Acceptance.

Section 5.2 **Source of Payment**. All Lease-Purchase Payments required to be paid Lessor pursuant to this Lease shall be paid from moneys duly budgeted, appropriated, obligated and otherwise provided and made available therefor by Lessee.

Section 5.3 **Interest Component**. A portion of each Lease-Purchase Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Lease-Purchase Payment.

Section 5.4 **Lease-Purchase Payments to be Unconditional**. The obligation of Lessee to make Lease-Purchase Payments or any other payments required hereunder shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor or any other Person, Lessee shall make all Lease-Purchase Payments and other payments required hereunder when due and shall not withhold any Lease-Purchase Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Lease-Purchase Payments or other payments required under this Lease. Lessee's obligation to make Lease-Purchase Payments or other payments shall not be abated through accident or unforeseen circumstances. Except as provided in Section 12.7 hereof, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damage therefor.

Section 5.5 **Late Payments**. See Section 12.6.

ARTICLE VI
INSURANCE AND NEGLIGENCE

Section 6.1 **Liability Insurance**. Upon receipt of possession of the Equipment, Lessee shall take measures as may be necessary to ensure that any liability for injuries to or death of any Person or damage to or loss of property arising out of or in any way relating to the condition or operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2 **Property Insurance**. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be

applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3 **Worker's Compensation Insurance**. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4 **Requirements for all Insurance**. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (or riders) evidencing any such insurance procedure by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is not obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5 **Lessee's Negligence**. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any Person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses and damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6 **Damage to or Destruction of Equipment**. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practical after such event, replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement, subject to the provisions of Section 12.7 hereof. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, exercise its remedies under Article XII hereof. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligations under this Section.

Section 6.7 **Cooperation of Lessor**. The Lessor shall cooperate fully with the Lessee at the sole expense of the Lessee, in filing any proof of loss with respect to any insurance policy covering the casualties described in this Section. To the extent it may lawfully do so, the Lessor will permit the Lessee to litigate in any proceeding resulting therefrom and the name of it and on behalf of the Lessor, provided that the Lessor has been indemnified from all costs and expenses therefor, including without limitation, reasonable counsel fees incurred by the Lessor in connection with any such litigation in its name. In no event will the Lessor voluntarily settle or consent to the settlement of any proceeding, arising out of any insurance claim with respect to the Equipment or any part thereof, without the written consent of the Lessee.

ARTICLE VII
OTHER OBLIGATIONS OF LESSEE

Section 7.1 **Use; Permits**. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2 **Maintenance of Equipment by Lessee**. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3 **Taxes, Other Governmental Charges and Utility Charges**. (a) Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against or with respect to the Equipment, the Lease-Purchase Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien of the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit,

excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

(b) Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contest to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss for forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in the form satisfactory to Lessor.

Section 7.4 **Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18.0 % per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

Section 7.5 **Disbursements**. (a) As payments are required for the Equipment under this Lease, the Lessee as the agent for the Lessor shall prepare and submit a Certificate of Acceptance of Lessee with a Request for Disbursement of Funds to the Lessor. (b) The Lessor shall permit the withdrawal of funds requested in the Request for Disbursement of Funds, and such funds shall be applied to the payment of the Cost of the Equipment.

ARTICLE VIII
TITLE

Section 8.1 **Title**. During the Term of this Lease, legal title to the Equipment and any all repairs, replacements, substitutions and modifications to it shall be in Lessee's name subject to Lessor's interest. Upon termination of this Lease for any of the reasons specified in Section 4.2 (b), Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2 **Security Interest**. Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3 **Liens**. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4 **Installation of Lessee's Equipment**. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5 **Modification of Equipment**. Lessee shall at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any part of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of the Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State or Federal Law or those contemplated by this Lease; and the Equipment, upon competition of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period such contest and any appeal therefrom unless

Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessee will cooperate fully with Lessee in any such contest.

Section 8.6 **Personal Property**. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX
WARRANTIES

Section 9.1 **Selection of Equipment**. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2 **Installation and Maintenance of Equipment**. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3 **Contractor's Warranties**. Lessor hereby assigns to Lessee for and during the Term of the Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4 **Patent Infringement**. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5 **Disclaimer of Warranties**. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X
PREPAYMENT

Section 10.1 **When Available**. Lessee shall have the option to prepay its obligations under this Lease on any Payment Date at an amount equal to the applicable Prepayment Price.

Section 10.2 **Release of Lessor's Interest**. Upon the prepayment of Lessee's obligations under this Lease in accordance with Section 10.1 hereof, Lessee shall have no further obligations under this Lease and this Lease shall terminate in accordance with Section 4.2(b). Thereupon the Lessor shall relinquish title to the Equipment in accordance with Section 8.1.

ARTICLE XI
ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 **Assignment by Lessor**. Except as otherwise provided herein, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Lease-Purchase Payments or other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Lease-Purchase Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participation in its right, title and/or interest in and to this Lease, the Lease-Purchase Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2 **Assignment and Subleasing by Lessee**. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.

(b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.

(c) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than an essential governmental function authorized under the provisions of the Constitution and the laws of the State.

(e) No sublease shall cause the Interest component of the Lease-Purchase Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.

Section 11.3 **Restriction on Mortgage or Sale of Equipment by Lessee**. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.1 **Events of Default Defined**. (a) The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more the following events:

(i) Except as permitted by Section 12.7 hereof, failure by Lessee to pay any Lease-Purchase Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of thirty (30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar acts which may hereafter be enacted.

(b) The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligation under this Lease with respect to the Equipment, other than its obligation to pay Lease-Purchase Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of god, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2 **Remedies of Default**. Whenever any event of default referred to in Section 12.1, clauses (i) to (iii) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) With or without terminating this Lease, re-enter and take possession of such Equipment and exclude Lessee from using it; provided, however, that if this Lease has not been terminated, Lessor shall return possession of such Equipment to Lessee when the event of default is cured; and provided further that Lessee shall continue to be responsible for the Lease-Purchase Payments due with respect to such Equipment during the Fiscal Year then in effect; or

(ii) With or without terminating this Lease, re-enter and take possession of such Equipment, and sell, lease or sublease such Equipment or any part of it, holding Lessee liable for the difference between (a) the sales price, rent and other amounts paid by the

purchaser, lessee or sublessee pursuant to such sales agreement, lease or sublease and (b) the balance of the Lease-Purchase Payments and other amounts owed by Lessee with respect to such Lease; provided, however, that nothing contained herein shall impose an obligation upon Lessor so to sell, lease or sublease such Equipment and provided that any excess proceeds from such disposition shall be retained by Lessor; or

(iii) With or without terminating this Lease, declare all Lease-Purchase Payments during the Fiscal Year then in effect due or to become due with respect to such Lease in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Lease-Purchase Payments shall be immediately due and payable; or

(iv) Take whatever action at law or in equity may appear necessary or desirable to collect the Lease-Purchase Payments then due and thereafter to become due during the then current Fiscal Year of Lessee with respect to such Lease, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3 **Return of Equipment**. Upon termination of this Lease prior to the payment of all Lease-Purchase Payments, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4 **No Remedy Exclusive**. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof by any such right and power. Each remedy may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5 **Agreement to Pay Attorney's Fees and Expenses**. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6 **Late Charges**. Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge equal five percent (5.0%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

Section 12.7 **Non-Appropriation of Funds**. (a) Notwithstanding any provision in the Lease to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for Lease-Purchase Payments due under this Lease, this Lease shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and Lessee shall return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and tear), and cancel this Lease by notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year. Lessee shall notify Lessor of nonappropriation within thirty (30) days of its occurrence.

(b) Lessee and Lessor acknowledge and agree that the Lease-Purchase Payments hereunder shall constitute currently budgeting expenditures of Lessee from its capital expenditure fund or successor fund thereto. Lessee's obligations under this Lease shall be subject to Lessee's annual right to terminate this Lease, and shall not constitute a mandatory charge of requirement in any ensuing fiscal year beyond the then current fiscal year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee within the meaning of any constitutional or statutory debt limitation. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond those budgeted and appropriated from its general fund for Lessee's then current fiscal year. Lessee shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or create a lien on any class or source of Lessee monies.

ARTICLE XIII
ADMINISTRATIVE PROVISIONS

Section 13.1 **Notices**. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided, that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificate, legal opinion or other communication will be sent.

Lessor: Bell Bank Equipment Finance
The Colonnade
5500 Wayzata Boulevard, Suite 140
Minneapolis, MN 55416

Lessee: City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Section 13.2 **Financial Information**. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue to pay Lease-Purchase Payments required under this Lease as may be requested by Lessor or its assignee.

Section 13.3 **Binding Effect**. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 **Severability**. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5 **Amendments, Changes and Modification**. This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.

Section 13.6 **Captions**. The captions or headings in this Lease are for convenience only and in no way defend, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.

Section 13.7 **Further Assurances and Corrective Instruments**. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, for carrying out the expressed intention of this Lease.

Section 13.8 **Execution in Counterparts**. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9 **Applicable Law**. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.10 **Anti-Discrimination**. Lessor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation or physical defect or disability with regard to but not limited to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination or selection for training.

Section 13.11 **Lessor and Lessee Representatives**. Whenever under the provisions of this Lease, the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval of such request shall be given by an Authorized Representative of the Lessor, for the Lessor, and by an Authorized Representative of the Lessee, for the Lessee. Any party hereto shall be authorized to rely on such approval of request.

Section 13.12 **No Present Intent to Sell.** The Lessor is not acting as an Underwriter (defined below) with respect to the Lease. Lessor has no present intention to sell, reoffer, or otherwise dispose of the Lease (or any portion of the Lease or any interest in the Lease) until maturity or earlier redemption by the Lessee. The Lessor has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Lease and Lessor has not agreed with the Lessee pursuant to a written agreement to sell the Lease to persons other than the Lessor or a related party to the Lessor.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (defined below) or a related party. The term "related party" for purposes of this definition generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Lessee (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Lease to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Lease to the Public (including a member of the selling group or a party to a retail distribution agreement participating in the initial sale of the Lease to the Public).

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by duly authorized officers, as of the date first above written.

BELL BANK EQUIPMENT FINANCE, a division of Bell Bank, as Lessor

_____
Print or type full name

By _____
Signature

Its _____

City of Sheboygan as Lessee

_____
Print or type full name

By _____
Signature

Its _____
Title

EXHIBIT A
DESCRIPTION OF EQUIPMENT

(1) 2020 Vactor 2100i Vac Excavator Truck - Serial Number: 20-02V-19153, with 2020 Freightliner 114SD Chassis – Serial Number: 1FVHG3FE4LHLB2900

EXHIBIT B
PAYMENT SCHEDULE

Commencement Date: 03/23/2020

	Payment Date	Total Payment	Interest Amount	Principal Amount	*Purchase Option Price
Lease	03/23/2020				292,750.99
1	03/23/2020	53,012.24	0.00	53,012.24	239,738.75
2020 Totals		**53,012.24**	**0.00**	**53,012.24**	
2	03/23/2021	53,012.24	8,254.62	44,757.62	194,981.13
2021 Totals		**53,012.24**	**8,254.62**	**44,757.62**	
3	03/23/2022	53,012.24	6,713.53	46,298.71	148,682.42
2022 Totals		**53,012.24**	**6,713.53**	**46,298.71**	
4	03/23/2023	53,012.24	5,119.39	47,892.85	100,789.57
2023 Totals		**53,012.24**	**5,119.39**	**47,892.85**	
5	03/23/2024	53,012.24	3,470.36	49,541.88	51,247.69
2024 Totals		**53,012.24**	**3,470.36**	**49,541.88**	
6	03/23/2025	53,012.24	1,764.55	51,247.69	0.00
2025 Totals		**53,012.24**	**1,764.55**	**51,247.69**	
Grand Totals		**318,073.44**	**25,322.45**	**292,750.99**	

TOTAL: $292,750.99
INTEREST RATE: 3.39%

*Amount due after payment of Lease-Purchase Payment due on the same day.
All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.

EXHIBIT C
ACCEPTANCE CERTIFICATE

The undersigned, being a duly appointed Lessee Representative, under the Lease Purchase Agreement dated as of 03/23/2020 (the ("Lease"), by and between Bell Bank Equipment Finance ("Lessor"), and the City of Sheboygan, ("Lessee"), hereby certifies on behalf of Lessee with respect to the Equipment to be acquired under Lease Exhibit A, that the portion of the Equipment described on the attachment to this Acceptance Certificate has been delivered and installed pursuant to and in accordance with said Lease and has been accepted by Lessee.

Dated: _____.

As Lessee: City of Sheboygan

_____
Print or type full name

By _____
Signature

Its _____
Title

EXHIBIT C-1
REQUEST FOR DISBURSEMENT OF FUNDS

TO: **Bell Bank Equipment Finance ("Lessor")**
The Colonnade
5500 Wayzata Boulevard, Suite 140
Minneapolis, MN 55416

FROM: City of Sheboygan **("Lessee")**
828 Center Ave.
Sheboygan, WI 53081

The Lessee hereby requests disbursement of funds pursuant to the Lease Purchase Agreement dated 03/23/2020 (the "Lease"), between the Lessor and Lessee, as follows:

1. Amount to be disbursed: $292,750.99.

2. The payee(s) are MacQueen Equipment.

3. Purchase of the payment: Payment for property as described in the Lease and Exhibit C.

4. Bills, receipts, invoices or other documents evidencing the amount requested are attached hereto.

5. The Lessee hereby certifies that the amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment as described in the Lease and were not subject of any previous request for disbursement.

6. This request is the final disbursement request.

Dated: _____ LESSEE: _____City of Sheboygan_____

_____
Print or type full name

By _____
Signature

Its _____
Title

EXHIBIT D
OPINION OF COUNSEL

To: Bell Bank Equipment Finance ("Lessor")
The Colonnade
5500 Wayzata Boulevard, Suite 140
Minneapolis, MN 55416

Re: Lease Purchase Agreement by and between Bell Bank Equipment Finance, a division of Bell Bank ("Lessor") and the City of Sheboygan ("Lessee") dated as of 03/23/2020.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters, and in this capacity I have reviewed a duplicate original of the Lease and various other documents. Based upon the examination of these and such other documents as we deem relevant, it is our opinion that:

1. The Lessee is authorized and has power under State law to purchase, rent or otherwise provide for personal property and has power under state law to enter into the Lease and to carry out the obligations thereunder and the transactions contemplated thereby.

2. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent such enforceability is limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws and all other applicable laws, rules and regulations of the State.

4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments coming due thereunder, does not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

5. There is no litigation, action, suit or proceeding threatened or pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents contemplated thereby; the appropriation of moneys to make Lease-Purchase Payments under the Lease for Lessee's current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

6. The Lease is not a general obligation debt of Lessee.

Dated: _____

Very truly yours,

_____

Bell Bank Equipment Finance

Lessee's Authorization Resolution

Whereas, City of Sheboygan, (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Wisconsin (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain governmental Equipment Lease-Purchase Agreement (the "Lease") with Bell Bank Equipment Finance, a division of Bell Bank, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Section 1. Approval of Documents. The form, terms and provisions of the Lease and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Lease and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary to conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

Name (Print or Type)	Title (Print or Type)	Signature

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adapted and approved on _____.

Signature: _____
Secretary/Clerk

Name Printed: _____

Date: _____

INSURANCE REQUIREMENTS FORM

DATE: 2/27/2020

LEASE PURCHASE AGREEMENT NO. 102346-001

TO: _____ (Name of Insurance Agency/Broker)
_____ (Address)
_____ (Address)
_____ (City, State, Zip)

ATTN: _____ (Agent's Name)
TEL: _____ (Telephone Number)

Please issue a Certificate of Insurance in the name of City of Sheboygan covering the Lease Purchase Agreement identified above (collectively, the "Lease") and mail within five (5) business days to:

ATTN: BELL BANK EQUIPMENT FINANCE
A division of Bell Bank
The Colonnade
5500 Wayzata Boulevard
Minneapolis, MN 55416

The insurance requirements below are in connection with the Lease and cover the equipment identified on the Lease Purchase Agreement identified above, which are incorporated herein by reference (collectively, the "Equipment").

Equipment description:
(1) 2020 Vactor 2100i Vac Excavator Truck - Serial Number: 20-02V-19153, with 2020 Freightliner 114SD Chassis – Serial Number: 1FVHG3FE4LHLB2900

I. **PHYSICAL DAMAGE REQUIREMENTS:**

A. All Risk coverage for not less than $292,750.99.

B. **Endorsement:** It is understood and agreed that Bell Bank and/or its assigns and/or its successors are included as Loss Payee.

C. **Endorsement:** It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all collateral financed from Bell Bank pursuant to the Lease.

D. **Endorsement:** It is understood and agreed that this policy shall not be cancelled, nor any reduction or restriction of coverage be effected until at least thirty (30) days prior written notice has been given to at the above address by Certified Mail, Return Receipt Requested.

E. **Endorsement:** It is understood and agreed that any loss shall be adjusted with the named insured above and proceeds made payable to Bell Bank and/or its assigns and/or its successors, as their interests may appear.

Per the Lease Purchase Agreement you are required to provide and maintain insurance coverage as summarized above. If you have questions, please reference the Lease or call Bell Bank Equipment Finance. Satisfactory evidence of insurance must be provided before the lease purchase agreement can be completed.

Bell Bank Equipment Finance Representative: Sally Laing
Telephone Number: (952) 905-5153
Fax Number: (833) 200-6043
Email Address: slaing@bell.bank

DOCPROPERTY "CUS_DocIDString"

Bell Bank Equipment Finance

Title Requirements Acknowledgment

Description of Collateral:

(1) 2020 Vactor 2100i Vac Excavator Truck - Serial Number: 20-02V-19153, with 2020 Freightliner 114SD Chassis – Serial Number: 1FVHG3FE4LHLB2900

The Collateral must be titled as follows:

Lienholder Name & Address
Bell Bank
5500 Wayzata Boulevard, Suite #140
Minneapolis, MN 55416

Miscellaneous Information
Federal Tax ID #: 45-028331
WI DMV Secured Party Code: 130475

Party Responsible for Titling:

☐ I will personally submit title work to the state for processing

☐ Titling Agency will submit title work to the state for processing

☐ Dealer/Vendor will submit title work to the state for processing

☐ Trucking Co. will submit title work to the state for processing

Contact Information for Titling Party:

Name_____

Street Address_____

City_____ State_____ Zip Code_____

Phone Number_____ Fax Number_____

Email Address_____

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to the state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title work application receipt as endorsed by the applicable State to the address set forth below within thirty days of funds being disbursed:

Bell Bank Equipment Finance
5500 Wayzata Boulevard, Suite #140
Minneapolis, MN 55416

Customer: City of Sheboygan

_____
Print or Type Full Name

By:_____
Signature

Title:_____

Date:_____

Dealer: MacQueen Equipment

_____
Print or Type Full Name

By:_____
Signature

Title:_____

Date:_____

Bell Bank Equipment Finance

Lease-Purchase Agreement

Lease Purchase Agreement Number: 102346-001

This Lease-Purchase Agreement dated the 23rd day of March, 2020, (the "Lease"), by and between Bell Bank Equipment Finance, a division of Bell Bank, whose address is The Colonnade, 5500 Wayzata Boulevard, Suite 140, Minneapolis, MN 55416, as agent for one or more persons (the "Lessor") and City of Sheboygan, located in Sheboygan County, as Lessee (the "Lessee"), whose address is 828 Center Ave., Sheboygan, WI 53081.

WITNESETH:

WHEREAS, Lessee is authorized by State statutes to acquire one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis by entering into a lease-purchase agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Lessee on see attached, the Lessee has determined that it is necessary to further the construction and maintenance purposes of the Lessee that it acquire one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis described herein as Equipment; and

WHEREAS, Lessor is willing to acquire the Equipment and to lease and sell it to Lessee pursuant to this Lease;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.1 **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Authorized Representative: Shall mean (a) with respect to the Lessee, the officer of the Lessee or any other Person or Persons at any time designated by resolution of Lessee's governing body or written certificate conferring authority upon such person to act on behalf of the Lessee with respect to this Lease; and (b) with respect to the Lessor, any authorized signatory of the Lessor authorized by their bylaws to act or to execute documents on behalf of the Lessor.

Certificate of Acceptance: The Certificate of Acceptance of Lessee the form of which is attached hereto as Exhibit C.

Code: The Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder by the United States Department of the Treasury.

Commencement Date: The date upon which Lessee's obligations to make Lease-Purchase Payments accrues as evidenced by the issuance to Lessor of the Certificate of Acceptance attached hereto as Exhibit C.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Cost or Costs: The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.

Equipment: The one (1) 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

Fiscal Year: Each twelve (12) month fiscal period of Lessee commencing on the 1st of January and ending on the 31st of December the following year.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Lease-Purchase Payment designated as and comprising interest as shown in the attached Exhibit B.

Lease: This Lease-Purchase Agreement dated as of 03/23/2020, whereby the Lessor has leased the Equipment to Lessee, as the same may from time to time be amended or modified.

Lease-Purchase Payment: The payment due from Lessee to Lessor on each Payment Date, as shown on Exhibit B.

Net Proceeds: Any insurance proceeds, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Payment Date: The date upon which any Lease-Purchase Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborers, material person's supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Person or Persons: An individual, partnership, corporation, trust or unincorporated organization.

Prepayment Price: With respect to the Equipment, as of any Payment Date, the amount so designated and set forth opposite such date in the attached Exhibit B.

Principal: The portion of any Lease-Purchase Payment designated as principal in the attached Exhibit B.

Request for Disbursement of Funds: The Request for Disbursement of Funds of Lessee, the form of which is attached hereto as Exhibit C-1.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of Wisconsin.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation or any agency or political subdivision of the State, and any law of the United States, and any rule or regulation of any federal agency.

Term, Term of this Lease or Lease Term: The period commencing on the execution of this Lease and ending on the date the last Lease-Purchase Payment is due and payable, as shown on Exhibit B.

Section 1.2 **Exhibits**. The following Exhibits are attached to and by reference made part of this Lease:

Exhibit A: A description of the Equipment including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule to be completed by Lessor as provided in Section 4.1, indicating the date upon which the Term of this Lease shall end, the date and amount of each Lease-Purchase Payment coming due under the Lease Term and the amount of Principal and Interest comprising each Lease-Purchase Payment.

Exhibits C and C-1: A Certificate of Acceptance of Lessee with a Request for Disbursement of Funds attached indicating that the Equipment has been or will be delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Lease-Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: An opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

Exhibit E: A form of resolution of the governing body of Lessee, relating to this Lease and, if applicable, certain federal tax matters.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 **Representations, Covenants and Warranties of Lessee**. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all open meeting laws, public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other Person, firm or corporation, except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform its essential governmental functions.

(g) Lessee will take no action that would cause the interest portion of the Lease-Purchase Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease-Purchase Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon execution of this Lease-Purchase Agreement, and upon each request for a disbursement of funds hereunder, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.

(j) Lessee will submit to the Internal Revenue Service an information reporting statement at the time and in the form required by the Code.

(k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.

(l) Intentionally Omitted.

Section 2.2 **Representations, Covenants and Warranties of Lessor.** Lessor represents, covenants and warrants as follows:

(a) Lessor has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound; constitutes a default under any of the foregoing; or results in the creation or imposition any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, except Permitted Encumbrances.

ARTICLE III
AGREEMENT TO LEASE

Section 3.1 **Lease.** Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon terms and conditions set forth in this Lease and subject to the option to purchase set forth in Section 4.3 hereof.

Section 3.2 **Possession and Enjoyment.** Lessor hereby covenants to provide Lessee during the Term with the quiet use and enjoyment of the Equipment, and Lessee intends to during the Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee's cost, join any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. All warranties extended upon the Equipment by the Contractors shall inure to the benefit of the Lessee during the term of this Lease.

Section 3.3 **Lessor Access to Equipment.** Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

Section 3.4 **Tax and Ownership and Lessee.** The Lessor warrants and represents that it shall not at any time during the term of the Lease claim depreciation, cost recovery deductions, or tax credit for federal income tax purposes with respect to the equipment, or portion thereof, and that it shall not take any position for federal income tax purposes that is inconsistent with the unequivocal title and ownership for any and all tax purposes of the Lessee.

ARTICLE IV
TERM OF LEASE

Section 4.1 **Lease Term.** This Lease shall be in effect for a Term commencing upon the execution hereof and ending as provided in Section 4.2.

Section 4.2 **Termination of Lease Term.** The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or

(b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder.

(c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof.

Section 4.3 **Option to Purchase.** Lessee has the option to purchase the Equipment by paying the applicable prepayment price in accordance with Section 10.1 hereof.

ARTICLE V
LEASE-PURCHASE PAYMENTS

Section 5.1 **Lease-Purchase Payments.** Lessee agrees to pay Lease-Purchase Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Lease-Purchase Payments shall be paid to Lessor at its offices at the address specified in Section 1.1 of this Lease, or to such other Person or entity to which Lessor has assigned such Lease-Purchase Payments as specified in Article XI, at such place as such assignee may from time to time designate in lawful money of the United States of America to Lessor or, in the event of assignment of the right to receive Lease-Purchase Payments by Lessor, to its assignee. Interest shall accrue from the date of the Certificate of Acceptance.

Section 5.2 **Source of Payment.** All Lease-Purchase Payments required to be paid Lessor pursuant to this Lease shall be paid from moneys duly budgeted, appropriated, obligated and otherwise provided and made available therefor by Lessee.

Section 5.3 **Interest Component.** A portion of each Lease-Purchase Payment is paid as and represents the payment of interest. Exhibit B sets forth the interest component of each Lease-Purchase Payment.

Section 5.4 **Lease-Purchase Payments to be Unconditional.** The obligation of Lessee to make Lease-Purchase Payments or any other payments required hereunder shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor or any other Person, Lessee shall make all Lease-Purchase Payments and other payments required hereunder when due and shall not withhold any Lease-Purchase Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Lease-Purchase Payments or other payments required under this Lease. Lessee's obligation to make Lease-Purchase Payments or other payments shall not be abated through accident or unforeseen circumstances. Except as provided in Section 12.7 hereof, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damage therefor.

Section 5.5 **Late Payments.** See Section 12.6.

ARTICLE VI
INSURANCE AND NEGLIGENCE

Section 6.1 **Liability Insurance.** Upon receipt of possession of the Equipment, Lessee shall take measures as may be necessary to ensure that any liability for injuries to or death of any Person or damage to or loss of property arising out of or in any way relating to the condition or operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2 **Property Insurance.** Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3 **Worker's Compensation Insurance.** If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4 **Requirements for all Insurance.** All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (or riders) evidencing any such insurance procedure by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is not obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5 **Lessee's Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any Person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses and damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6 **Damage to or Destruction of Equipment.** If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practical after such event, replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement, subject to the provisions of Section 12.7 hereof. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, exercise its remedies under Article XII hereof. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligations under this Section.

Section 6.7 **Cooperation of Lessor.** The Lessor shall cooperate fully with the Lessee at the sole expense of the Lessee, in filing any proof of loss with respect to any insurance policy covering the casualties described in this Section. To the extent it may lawfully do so, the Lessor will permit the Lessee to litigate in any proceeding resulting therefrom and the name of it and on behalf of the Lessor, provided that the Lessor has been indemnified from all costs and expenses therefor, including without limitation, reasonable counsel fees incurred by the Lessor in connection with any such litigation in its name. In no event will the Lessor voluntarily settle or consent to the settlement of any proceeding, arising out of any insurance claim with respect to the Equipment or any part thereof, without the written consent of the Lessee.

ARTICLE VII
OTHER OBLIGATIONS OF LESSEE

Section 7.1 **Use; Permits.** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2 **Maintenance of Equipment by Lessee.** Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3 **Taxes, Other Governmental Charges and Utility Charges.** (a) Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against or with respect to the Equipment, the Lease-Purchase Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien of the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

(b) Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contest to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss for forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in the form satisfactory to Lessor.

Section 7.4 **Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18.0 % per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

Section 7.5 **Disbursements.** (a) As payments are required for the Equipment under this Lease, the Lessee as the agent for the Lessor shall prepare and submit a Certificate of Acceptance of Lessee with a Request for Disbursement of Funds to the Lessor. (b) The Lessor shall permit the withdrawal of funds requested in the Request for Disbursement of Funds, and such funds shall be applied to the payment of the Cost of the Equipment.

ARTICLE VIII
TITLE

Section 8.1 **Title.** During the Term of this Lease, legal title to the Equipment and any all repairs, replacements, substitutions and modifications to it shall be in Lessee's name subject to Lessor's interest. Upon termination of this Lease for any of the reasons specified in Section 4.2 (b), Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2 **Security Interest.** Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3 **Liens.** During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4 **Installation of Lessee's Equipment.** Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease-purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5 **Modification of Equipment.** Lessee shall at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any part of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of the Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State or Federal Law or those contemplated by this Lease; and the Equipment, upon competition of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee

shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessee will cooperate fully with Lessee in any such contest.

Section 8.6 **Personal Property.** The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX
WARRANTIES

Section 9.1 **Selection of Equipment.** The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2 **Installation and Maintenance of Equipment.** Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3 **Contractor's Warranties.** Lessor hereby assigns to Lessee for and during the Term of the Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4 **Patent Infringement.** Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5 **Disclaimer of Warranties.** THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X
PREPAYMENT

Section 10.1 **When Available.** Lessee shall have the option to prepay its obligations under this Lease on any Payment Date at an amount equal to the applicable Prepayment Price.

Section 10.2 **Release of Lessor's Interest.** Upon the prepayment of Lessee's obligations under this Lease in accordance with Section 10.1 hereof, Lessee shall have no further obligations under this Lease and this Lease shall terminate in accordance with Section 4.2(b). Thereupon the Lessor shall relinquish title to the Equipment in accordance with Section 8.1.

ARTICLE XI
ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 **Assignment by Lessor.** Except as otherwise provided herein, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Lease-Purchase Payments or other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Lease-Purchase Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participation in its right, title and/or interest in and to this Lease, the Lease-Purchase Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2 **Assignment and Subleasing by Lessee.** Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.

(b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.

(c) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than an essential governmental function authorized under the provisions of the Constitution and the laws of the State.

(e) No sublease shall cause the Interest component of the Lease-Purchase Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.

Section 11.3 **Restriction on Mortgage or Sale of Equipment by Lessee.** Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.1 **Events of Default Defined.** (a) The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more the following events:

(i) Except as permitted by Section 12.7 hereof, failure by Lessee to pay any Lease-Purchase Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of thirty (30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar acts which may hereafter be enacted.

(b) The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligation under this Lease with respect to the Equipment, other than its obligation to pay Lease-Purchase Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of god; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2 **Remedies of Default.** Whenever any event of default referred to in Section 12.1, clauses (i) to (iii) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) With or without terminating this Lease, re-enter and take possession of such Equipment and exclude Lessee from using it; provided, however, that if this Lease has not been terminated, Lessor shall return possession of such Equipment to Lessee when the event of default is cured; and provided further that Lessee shall continue to be responsible for the Lease-Purchase Payments due with respect to such Equipment during the Fiscal Year then in effect; or

(ii) With or without terminating this Lease, re-enter and take possession of such Equipment, and sell, lease or sublease such Equipment or any part of it, holding Lessee liable for the difference between (a) the sales price, rent and other amounts paid by the purchaser, lessee or sublessee pursuant to such sales agreement, lease or sublease and (b) the balance of the Lease-Purchase Payments and other amounts owed by Lessee with respect to such Lease; provided, however, that nothing contained herein shall

impose an obligation upon Lessor so to sell, lease or sublease such Equipment and provided that any excess proceeds from such disposition shall be retained by Lessor; or

(iii) With or without terminating this Lease, declare all Lease-Purchase Payments during the Fiscal Year then in effect due or to become due with respect to such Lease in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Lease-Purchase Payments shall be immediately due and payable; or

(iv) Take whatever action at law or in equity may appear necessary or desirable to collect the Lease-Purchase Payments then due and thereafter to become due during the then current Fiscal Year of Lessee with respect to such Lease, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3 **Return of Equipment.** Upon termination of this Lease prior to the payment of all Lease-Purchase Payments, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4 **No Remedy Exclusive.** No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof by any such right and power. Each remedy may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5 **Agreement to Pay Attorney's Fees and Expenses.** In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6 **Late Charges.** Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge equal five percent (5.0%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

Section 12.7 **Non-Appropriation of Funds.** (a) Notwithstanding any provision in the Lease to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for Lease-Purchase Payments due under this Lease, this Lease shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and Lessee shall return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and tear), and cancel this Lease by notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year. Lessee shall notify Lessor of nonappropriation within thirty (30) days of its occurrence.

(b) Lessee and Lessor acknowledge and agree that the Lease-Purchase Payments hereunder shall constitute currently budgeting expenditures of Lessee from its capital expenditure fund or successor fund thereto. Lessee's obligations under this Lease shall be subject to Lessee's annual right to terminate this Lease, and shall not constitute a mandatory charge of requirement in any ensuing fiscal year beyond the then current fiscal year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee within the meaning of any constitutional or statutory debt limitation. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond those budgeted and appropriated from its general fund for Lessee's then current fiscal year. Lessee shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or create a lien on any class or source of Lessee monies.

ARTICLE XIII
ADMINISTRATIVE PROVISIONS

Section 13.1 **Notices.** All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided, that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificate, legal opinion or other communication will be sent.

Lessor: Bell Bank Equipment Finance
The Colonnade
5500 Wayzata Boulevard, Suite 140
Minneapolis, MN 55416

Lessee: City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Section 13.2 **Financial Information.** During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue to pay Lease-Purchase Payments required under this Lease as may be requested by Lessor or its assignee.

Section 13.3 **Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5 **Amendments, Changes and Modification.** This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.

Section 13.6 **Captions.** The captions or headings in this Lease are for convenience only and in no way defend, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.

Section 13.7 **Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, for carrying out the expressed intention of this Lease.

Section 13.8 **Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.10 **Anti-Discrimination.** Lessor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation or physical defect or disability with regard to but not limited to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoffs or termination or selection for training.

Section 13.11 **Lessor and Lessee Representatives.** Whenever under the provisions of this Lease, the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval of such request shall be given by an Authorized Representative of the Lessor, for the Lessor, and by an Authorized Representative of the Lessee, for the Lessee. Any party hereto shall be authorized to rely on such approval of request.

Section 13.12 **No Present Intent to Sell.** The Lessor is not acting as an Underwriter (defined below) with respect to the Lease. Lessor has no present intention to sell, reoffer, or otherwise dispose of the Lease (or any portion of the Lease or any interest in the Lease) until maturity or earlier redemption by the Lessee. The Lessor has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Lease and Lessor has not agreed with the Lessee pursuant to a written agreement to sell the Lease to persons other than the Lessor or a related party to the Lessor.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (defined below) or a related party. The term "related party" for purposes of this definition generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Lessee (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Lease to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Lease to the Public (including a member of the selling group or a party to a retail distribution agreement participating in the initial sale of the Lease to the Public).

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by duly authorized officers, as of the date first above written.

BELL BANK EQUIPMENT FINANCE, a division of Bell Bank, as Lessor

Eric Zehr
Print or type full name

By _____
Signature

Its President

City of Sheboygan as Lessee

MICHAEL J. VANDERSTEEN
Print or type full name

By _____
Signature

Its MAYOR
Title

EXHIBIT A
DESCRIPTION OF EQUIPMENT

(1) 2020 Vactor 2100i Vac Excavator Truck - Serial Number: 20-02V-19153, with 2020 Freightliner 114SD Chassis – Serial Number: 1FVHG3FE4LHLB2900

EXHIBIT B
PAYMENT SCHEDULE

Commencement Date: 03/23/2020

	Payment Date	Total Payment	Interest Amount	Principal Amount	*Purchase Option Price
Lease	03/23/2020				292,750.99
1	03/23/2020	53,712.52	0.00	53,712.52	239,038.47
2020 Totals		**53,712.52**	**0.00**	**53,712.52**	
2	03/23/2021	53,712.52	9,590.07	44,122.45	194,916.02
2021 Totals		**53,712.52**	**9,590.07**	**44,122.45**	
3	03/23/2022	53,712.52	7,819.90	45,892.62	149,023.40
2022 Totals		**53,712.52**	**7,819.90**	**45,892.62**	
4	03/23/2023	53,712.52	5,978.72	47,733.80	101,289.60
2023 Totals		**53,712.52**	**5,978.72**	**47,733.80**	
5	03/23/2024	53,712.52	4,063.67	49,648.85	51,640.75
2024 Totals		**53,712.52**	**4,063.67**	**49,648.85**	
6	03/23/2025	53,712.52	2,071.77	51,640.75	0.00
2025 Totals		**53,712.52**	**2,071.77**	**51,640.75**	
Grand Totals		**322,275.12**	**29,524.13**	**292,750.99**	

TOTAL: $292,750.99
INTEREST RATE: 3.94%

*Amount due after payment of Lease-Purchase Payment due on the same day.
All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.

EXHIBIT C
ACCEPTANCE CERTIFICATE

The undersigned, being a duly appointed Lessee Representative, under the Lease Purchase Agreement dated as of 03/23/2020 (the "Lease"), by and between Bell Bank Equipment Finance ("Lessor"), and the City of Sheboygan, ("Lessee"), hereby certifies on behalf of Lessee with respect to the Equipment to be acquired under Lease Exhibit A, that the portion of the Equipment described on the attachment to this Acceptance Certificate has been delivered and installed pursuant to and in accordance with said Lease and has been accepted by Lessee.

Dated: 3-17-2020

As Lessee: City of Sheboygan

MICHAEL J. VANDERSTEEN
Print or type full name

By _____
Signature

Its MAYOR
Title

EXHIBIT C-1
REQUEST FOR DISBURSEMENT OF FUNDS

TO: **Bell Bank Equipment Finance ("Lessor")**
The Colonnade
5500 Wayzata Boulevard, Suite 140
Minneapolis, MN 55416

FROM: City of Sheboygan **("Lessee")**
828 Center Ave.
Sheboygan, WI 53081

The Lessee hereby requests disbursement of funds pursuant to the Lease Purchase Agreement dated 03/23/2020 (the "Lease"), between the Lessor and Lessee, as follows:

1. Amount to be disbursed: $292,750.99.

2. The payee(s) are MacQueen Equipment.

3. Purchase of the payment: Payment for property as described in the Lease and Exhibit C.

4. Bills, receipts, invoices or other documents evidencing the amount requested are attached hereto.

5. The Lessee hereby certifies that the amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment as described in the Lease and were not subject of any previous request for disbursement.

6. This request is the final disbursement request.

Dated: 3-17-2020

LESSEE: City of Sheboygan

MICHAEL J. VANDERSTEEN
Print or type full name

By _____
Signature

Its MAYOR
Title

City of
Sheboygan
spirit on the lake.

March 23, 2020

Bell Bank Equipment Finance
The Colonnade
5500 Wayzata Boulevard, Suite 140
Minneapolis, Minnesota 55416

Re: Lease Purchase Agreement by and between Bell Bank Equipment Finance, a division of Bell Bank ("Lessor") and the City of Sheboygan ("Lessee") dated as of March 23, 2020.

Ladies and Gentlemen:

I have acted as counsel to the City of Sheboygan with respect to the Lease Purchase Agreement described above (the "Lease") and various related matters, and in this capacity I have reviewed a duplicate original of the Lease and various other documents. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. The City of Sheboygan is authorized and has power under Wisconsin law to purchase, rent, or otherwise provide for personal property and has power under Wisconsin law to enter into the Lease and to carry out the obligations thereunder and the transactions contemplated thereby.

2. The Lease has been duly authorized, approved, executed, and delivered by and on behalf of the City of Sheboygan, and the Lease is a valid and binding contract of the City of Sheboygan enforceable in accordance with its terms, except to the extent such enforceability is limited by State and Federal Laws affecting remedies and by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights.

3. The authorization, approval, and execution of the Lease and all other proceedings of the City of Sheboygan relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws, and all other applicable laws, rules, and regulations of the State of Wisconsin.

4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments coming due thereunder does not result in the violation of any constitutional, statutory, or other limitation relating to the manner, form, or amount of indebtedness which may be incurred by the City of Sheboygan.

5. There is no litigation, action, suit, or proceeding threatened or pending before any court, administrative agency, arbitrator, or governmental body that challenges the organization or existence of the City of Sheboygan, the authority of its officers, the proper authorization, approval, and execution of the Lease and the other documents contemplated thereby, the appropriation of moneys to make Lease-Purchase Payments under the Lease for the City of Sheboygan's current Fiscal Year, or the

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

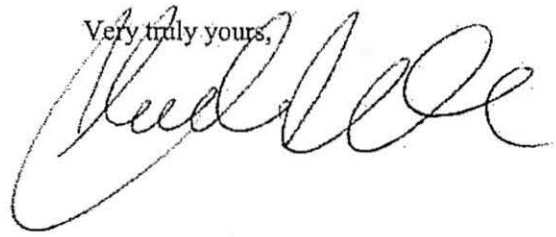
920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

ability of the City of Sheboygan to perform its obligations under the Lease and the transactions contemplated thereby.

6. The Lease is not a general obligation debt of the City of Sheboygan.

Very truly yours,



OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
City Hall

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

Meredith DeBruin
City Clerk

Res. No. 182- 19 - 20. By Alderpersons Wolf and Sorenson. March 2, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Lease-Purchase Agreement with Bell Bank Equipment Finance to finance the purchase of a 2020 Vactor 2100i Vac Excavator Truck with 2020 Freightliner 114SD Chassis.

WHEREAS, the City of Sheboygan (the "City") is authorized by the laws of the State of Wisconsin to purchase, acquire, and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect to such acquisitions; and

WHEREAS, in Resolution 194-18-19, the Common Council of the City of Sheboygan (the "Council") authorized the Purchasing Agent to indicate the City's intent to obtain a new Vactor Truck in 2020; and

WHEREAS, state law and the City's procurement policy allows the City to join with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, as indicated in Resolution 194-18-19, the Vactor Truck is available under the nationwide Sourcewell cooperative purchasing plan pursuant to Sourcewell Contract Number 122017-FSC; and

WHEREAS, the City has obtained a quote pursuant to the Sourcewell cooperative purchasing plan to obtain the Vactor Truck at a price of $292,750.99, which includes trade in value for the City's current Vactor Truck; and

WHEREAS, Resolution 194-18-19 also indicated the Council's desire to "use an appropriate financing mechanism to fund the new Vactor Truck"; and

WHEREAS, after evaluating all possible options for paying for the Vactor Truck, the City finds that financing the carts through a capital lease is the financing method which is in the best interest of the City; and

WHEREAS, the City has worked with Bell Bank Equipment Finance to develop the Lease-Purchase Agreement and other documents referenced in the Lease-Purchase Agreement, all of which are attached to this Resolution (collectively, the "Lease"); and

WHEREAS, the 2020 budget includes funds for the repayment of the Lease.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That it is in the best interest of the City to enter into the Lease with Bell Bank Equipment Finance in substantially similar form to that attached in order to finance the purchase of the 2020 Vactor 2100i Vac Excavator Truck, with 2020 Freightliner 114SD Chassis.

BE IT FURTHER RESOLVED: That the Mayor of the City of Sheboygan, Michael Vandersteen, is authorized to execute the Lease, in substantially similar form to that attached, and any related documents necessary to the consummation of the transaction contemplated by the Lease.

BE IT FURTHER RESOLVED: That the City Clerk of the City of Sheboygan, Meredith DeBruin, is authorized to attest to the execution of the Lease.

BE IT FURTHER RESOLVED: That the officers and employees of the City of Sheboygan shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to, and consummate the transaction contemplated by the Lease, including the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

BE IT FURTHER RESOLVED: That nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection with the Lease impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the City as provided in the Lease.

BE IT FURTHER RESOLVED: That, subject to the appropriation of funds, the appropriate City officials are authorized to draw funds in payment of the Lease pursuant to the terms of the Lease from Account No. 60134110-631600 (Sanitation Sewer Evaluation Survey).

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. March 16, 2020.

Your Committee to whom was referred Res. No. 183-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract with Dorner, Inc. regarding street and utility replacement on Geele Avenue from Calumet Drive to N. 23rd Street and milling of Saemann Avenue from N. 21st Street to N. 25th Street; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

Other Matters

13

Res. No. 183- 19 - 20. By Alderpersons Wolf and Sorenson. March 2, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Dorner, Inc. regarding street and utility replacement on Geele Avenue from Calumet Drive to N. 23rd Street and milling of Saemann Avenue from N. 21st Street to N. 25th Street.

WHEREAS, pursuant to Res. No. 165-18-19, the Engineering Division of the Department of Public Works has advertised for bids for street and utility replacement on Geele Avenue from Calumet Drive to N. 23rd Street and milling of Saemann Avenue from N. 21st Street to N. 25th Street (the "Project"); and

WHEREAS, four bids were received in response to that advertisement; and

WHEREAS, the low bid was from Dorner, Inc. in the amount of $1,473,174.57; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of $880,104.81; and

WHEREAS, the City intends to ultimately fund part of the non-Water Utility portion of this Project through its annual borrowing program; and

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Dorner, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the Director of Public Works is authorized to consent to additions, deletions, and modifications to the Scope of Work set forth in the attached agreement ("Change Orders"). Based on the unique facts and circumstances related to this agreement and in accordance with state law, Change Orders shall not materially change the nature of the scope of work, and shall not exceed 15% of the not to exceed amount of the non-Water Utility portion of the Contract ($88,960.46).

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in payment of the contract upon the Contract Documents (including the Payment and Performance Bonds) being fully

Public Works

executed by all parties. The appropriate City officials may draw up to $682,030.22 in payment of the non-Water Utility portion of the Contract (and any approved Change Orders) as set forth below:

Account No. 40033140-631200 (Capital Projects Fund - Streets - Street Improvements)	$ 170,619.76
Account No. 47933140-631200 (2020 Capital Improvements Fund - Streets - Street Improvements)	$ 486,210.46
Account No. 10133140-521900 (Streets - Street Improvements - Contracted Services)	$ 25,200.00

BE IT FURTHER RESOLVED: That prior to the City's annual borrowing program being completed, the appropriate City officials may draw up to $656,830.22 from Account No. 40033140-631200 (Capital Projects Fund - Streets - Street Improvements). Expenditures from Account No. 40033140-631200 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 47933140-631200 so that the ultimate expenditures from each funding source do not exceed the amounts stated above. In the event that the annual borrowing program provides less than $486,210.46 for Account No. 47933140-631200, any shortfall may be paid from Account No. 40033140-631200. In no event shall the total amount expended for the non-Water Utility portion of the Contract exceed $682,030.22 without prior authorization of Council and compliance with all applicable laws.

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

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and Dorner, Inc. ("Contractor"). Owner, Utility, and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2020 Street Improvements.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Excavation, Concrete Paving, Concrete Curb and Gutter, Storm Sewer, Sanitary Sewer, Water Main, Concrete Sidewalk and Lawn Restoration.

2.02 Owner and Utility are responsible for payment of the items as identified herein:

A. Owner Items: Items 1 through 31 (and alternate 62), inclusive.

1. Owner Resolution: _____

2. Owner Account Number: _____

B. Utility Items: Items 32 through 60, inclusive.

1. Utility Resolution Number: _____

2. Utility Account Number: _____

ARTICLE 3 – ENGINEER

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3.03 Engineer may delegate these duties and responsibilities, or a subset of the duties and responsibilities, to Utility as the Engineer deems appropriate.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than October 2, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s): Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on July 1, 2020.

4.03 *Liquidated Damages*

A. Contractor, Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner and Utility if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility, respectively, as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner or Utility, respectively for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner and Utility, respectively for the actual costs reasonably incurred by Owner and Utility for engineering, construction observation, inspection, and administrative services

needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner and Utility shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

B. Owner and Utility shall pay for Work as allocated in paragraph 2.02.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions and as modified herein. Applications for Payment will be processed by Engineer and Utility as provided in the General Conditions.

1. Submit Applications for Payment for items of Work to Owner or Utility as allocated in Paragraph 2.02.

6.02 *Progress Payments; Retainage*

A. Owner and Utility shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner and Utility may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Utility and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of all Work, Owner and Utility shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner or Utility pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner and Utility shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner and Utility to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawing Title Pages.
5. Addenda (not attached but incorporated by reference) (numbers 1 to 3, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 4, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed,
    b. Work Change Directives,
    c. Change Orders,
    d. Field Order,
    e. Task Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner, Utility, and Contractor each binds itself, its successors, assigns, and legal representatives to the other parties hereto, their successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner, Utility, and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner or Utility, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the

party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Date: _____

Address for giving notices:

City of Sheboygan - Engineering

2026 New Jersey Avenue

Sheboygan, WI 53081

CONTRACTOR:

_____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

Signed by:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

UTILITY:

By: _____
(signature)

Name,
Title: Joe Trueblood, Superintendent

Date: _____

2020 Street Improvements

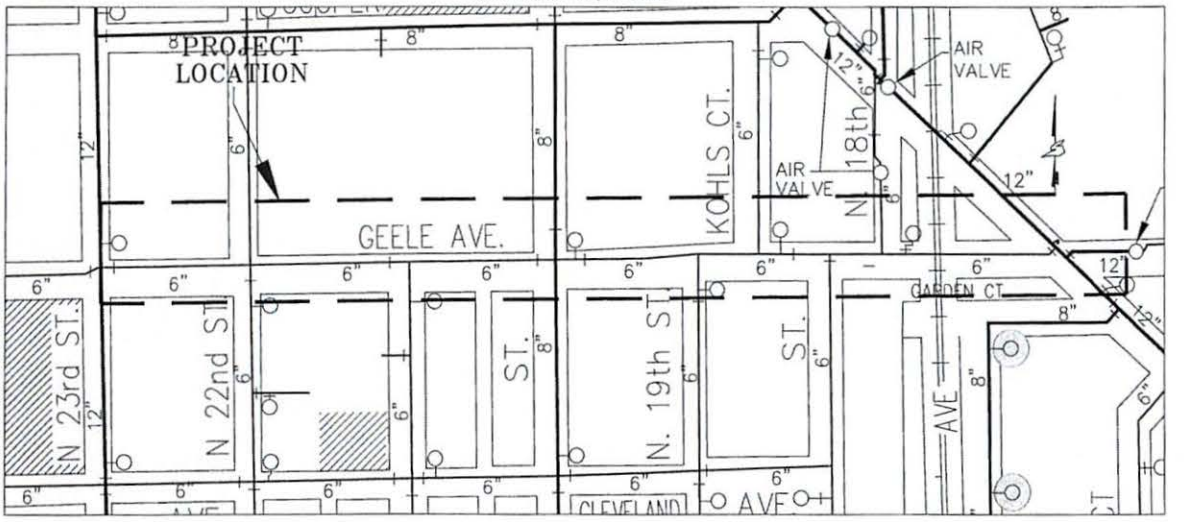
SECTION	TITLE	PAGES
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-2
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
01 00 00	**GENERAL REQUIREMENTS**	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-5
01 21 00	Allowances	01 21 00-1
01 22 00	Unit Prices	01 22 00-1
01 23 00	Alternates	01 23 00-1
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
01 71 23	Construction Staking	01 71 23-1 to 01 71 23-2
31 00 00	**EARTHWORK**	
31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3

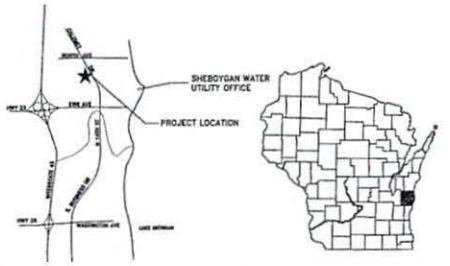
SECTION	TITLE	PAGES
32 00 00	**EXTERIOR IMPROVEMENT**	
32 10 00	Bituminous Resurfacing	32 10 00-1 to 32 10 00-9
33 00 00	**UTILITIES**	
33 00 00	Storm and Sanitary Utilities	33 00 00-1 to 33 00 00-3
33 01 31	Sewer Lining	33 01 31-1 to 33 01 31-5
33 05 07	Trenchless Installation of Utility Pipe	33 05 07-1 to 33 05 07-3
33 10 00	Water Utility Special Provision	33 10 00-1 to 33 10 00-15
99 00 00	**APPENDIX**	
99 00 01	Appendix Table of Contents	99 00 00-1

WATER MAIN AND SERVICE REPLACEMENT

GEELE AVENUE: CALUMET DRIVE TO N 23RD STREET

CITY OF SHEBOYGAN, WISCONSIN





CONTACT INFORMATION

DAVID MCMILLAN	920-459-3839
THOMAS TREACY	920-459-3806
EMERGENCIES	911
POLICE DEPT.	920-459-3334
FIRE & AMBULANCE	920-459-3334
TRANSIT	920-459-3281
CITY ENGINEER	920-459-3394
PLUMBING INSPECTOR	920-459-4061
STREETS & SANITATION	920-459-3440
SHERIFF	920-459-3112

WISCONSIN
JOE R. TRUEBLOOD
E-31152
KIMBERLY
WI
PROFESSIONAL ENGINEER

11/6/2019

DIGGERS HOTLINE
MILWAUKEE (METRO)
414-344-5111
OUTSIDE METRO
1-800-242-8511

NOTE: RESPONSIBILITY FOR THE LOCATION OF UNDERGROUND FACILITIES IS AS ALLOCATED IN THE CONTRACT DOCUMENTS.

Location Map Scale: NOT TO SCALE

PROJECT DESIGNED BY: TT/DD
PROJECT DRAWN BY: DM
PROJECT APPROVED BY: JT

NO.	DATE	BY	CHANGE

City of Sheboygan Water Utility

WATER MAIN REPLACEMENT
GEELE AVENUE - CALUMET DRIVE TO N 23RD STREET

SHEBOYGAN WATER UTILITY
72 PARK AVE, SHEBOYGAN, WI 53081

Sheet No. 1 OF 14
Date NOV 1ST, 2019
Utility Project No. 19035-1
Drawing No. COVERSHEET

Plotter: Adobe PDF PenTable: Acad.ctb Plot Scale: 1" = 40'_ANSI Page Setup Name: ---
Filename/Path: K:\Projects\19035-1 Geele Ave from Calumet to 23rd\Design\19035-1 Geele from Calumet to 23rd Cover.dwg, 2019 - 10:33am

CITY OF SHEBOYGAN
2020 STREET IMPROVEMENTS
BID NUMBER: 2443-20

SEWER LINING
SEWER REVISIONS
C & G REPLACEMENT, WALK REPLACEMENT
PAVEMENT MILLING, RESURFACING

SHEET NO.	
1	TITLE SHEET
2	SEWER DETAILS
3	PAVEMENT DETAILS
4 THRU 14	GEELE AVENUE - *N. 18TH ST - N. 23RD ST.*
15 THRU 18	SAEMANN AVENUE - *N. 21ST ST - N. 25TH ST.*
19	N. TAYLOR DR. - *N. OF SAEMANN AVE. - NORTH AVE.*
20	WASHINGTON AVE. - *S. BUS. DR - E. OF S. TAYLOR DR.*

N. TAYLOR DRIVE
N. OF SAEMANN AVE.
to
NORTH AVE.
MILL (ALTERNATE)

SAEMANN AVENUE
N. 21ST ST.
to
N. 25TH ST.
SEWER LINING
MILL (ALTERNATE)

GEELE AVENUE
CALUMET DR.
to
N. 23RD ST.

WASHINGTON AVE.
S. BUS. DR. to
S. TAYLOR DR.
MILL (ALTERNATE)

CONVENTIONAL SYMBOLS

PLAN
- PROPERTY LINE
- EXISTING RIGHT OF WAY
- BENCHMARK (BM6)

PROFILE
- GRADE BREAK
- EXISTING GROUND
- GRADE ELEVATION (95.56)

PROPOSED UTILITIES
- PROPOSED 80W LUMINAIRE
- PROPOSED 150W LUMINAIRE
- PROPOSED SANITARY / STORM SEWER
- PROPOSED STORM INLET

UTILITIES
- ELECTRIC (E)
- FIBER OPTIC (FO/UT)
- SBC (SBC)
- GAS (G)
- SANITARY SEWER (SAN)
- STORM SEWER (SS)
- TELEPHONE (T)
- WATER (W)
- ELECTRIC PEDESTAL
- TELEPHONE PEDESTAL
- CATV PEDESTAL
- POWER PEDESTAL
- TELEPHONE POLE
- GAS METER

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN COUNTY SYSTEMS: SHEBOYGAN COUNTY, US FOOT
T.15N., R.23E., SECTION 23NW

DIGGERS HOTLINE

DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

PLANS PREPARED BY
City of Sheboygan
Engineering Department
RYAN J. SAZAMA- CITY ENGINEER
2026 New Jersey Avenue
Sheboygan, WI 53081
engineer@ci.sheboygan.wi.us
920-459-3440
920-459-0227

TITLE SHEET 1

2443-20 2020 Street Improvements (#6663404)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
02/06/2020 01:00 PM CST

						Dorner Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Sheboygan							
	1	COS-1	Mobilization, ALL COS Item Codes	LS	1	$37,796.00	$37,796.00
	2	COS-2	Traffic Control	LS	1	$15,455.00	$15,455.00
	3	COS-3	Mill Exist. Asphalt Pavement	SY	8079.8	$3.20	$25,855.36
	4	COS-4	Butt Joints	SY	190	$7.00	$1,330.00
	5	COS-5	HMA Pavement, 4 LT 58-28 S	TONS	1394	$78.00	$108,732.00
	6	COS-6	Tack	GAL	1132	$3.00	$3,396.00
	7	COS-7	Remove and Replace 6" Curb and Gutter (to incl., sawcuttting, c.a.b.c., #6x12" tie bars drilled, 4" topsoil, seed and e-mat.)	LF	1000	$62.00	$62,000.00
	8	COS-8	Remove and Replace Ex. Walk 4" or 6" Thickness (to incl. full depth saw, 4" c.a.b.c. 4" topsoil, seed, and e-mat)	SF	5335	$10.00	$53,350.00
	9	COS-9	Steps (7.5" tall approximately 4' wide)	EA	2	$523.00	$1,046.00
	10	COS-10	Detectable Warning Fields (natural patina)	SF	336	$31.00	$10,416.00
	11	COS-11	Excavate Below Subgrade	CY	10	$42.00	$420.00
	12	COS-12	C.A.B.C.	Tons	20	$21.00	$420.00
	13	COS-13	Misc. 7" P.c.c. Rem. And Repl. (to be used for driveway/alley) (to incl. full depth saw, 4" c.a.b.c., 4" topsoil, seed, and e-mat.)	SY	15	$94.00	$1,410.00
	14	COS-14	Misc. 7" P.c.c. Pav't Rem. And Repl. (to incl. full depth saw, 10" c.a.b.c. , drilled tie bars.)	SY	15	$94.00	$1,410.00
	15	COS-15	Replace Ex. San. MH. Casting (to incl. full depth saw,furnish specified mh. casting, rings, mortar, tie bars and replacement w/ 7" p.c.c. base course dowelled.)	EA	1	$1,366.00	$1,366.00
	16	COS-16	New 4' Dia Manhole (to incl. full depth saw, removal of ex. pav't., ex. manhole and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting.)	EA	1	$3,882.00	$3,882.00
	17	COS-17	New N-1 Inlets (to incl. full depth saw, removal of ex. pav't., ex. side inlet and replacement w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled, and Neenah casting # R-3087-L.)	EA	6	$2,287.00	$13,722.00
	18	COS-18	12" Storm Leads (to incl. full depth saw, removal of ex. pav't. and ex. lead, modification to existing structures, and replacement of ex. pav't.w/ 10" c.a.b.c. and 7" p.c.c. base course dowelled.)	LF	148	$94.00	$13,912.00

2443-20 2020 Street Improvements (#6663404)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
02/06/2020 01:00 PM CST

						Dorner Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	19	COS-19	Water Valve Adj.	EA	8	$119.00	$952.00
	20	COS-20	Remove and Replace Patio pavers (to incl. removal and replacement of sand base and landscaping)	SF	64	$32.00	$2,048.00
	21	COS-21	Salvage and Reset Strom Sewer Frame and Grate (to incl. full depth saw, rings, mortar.)	EA	13	$314.00	$4,082.00
	22	COS-22	Manhole Adjusting Rings	EA	8	$387.00	$3,096.00
	23	COS-23	Construction Staking, ALL COS Item Codes	LS	1	$2,000.00	$2,000.00
	24	COS-24	Storm Sewer Lining, 12-inch	LF	703.9	$37.00	$26,044.30
	25	COS-25	Storm Sewer Lining, 15-inch	LF	244.6	$62.00	$15,165.20
	26	COS-26	Storm Sewer Lining, 21-inch	LF	313.7	$101.00	$31,683.70
	27	COS-27	Sanitary Sewer Lining, 8-inch	LF	762.9	$26.00	$19,835.40
	28	COS-28	Sanitary Sewer Lining, 10-inch	LF	1950.4	$32.00	$62,412.80
	29	COS-29	Sanitary Sewer Lining, 12-inch	LF	480.7	$37.00	$17,785.90
	30	COS-30	Sanitary Sewer Lining, 15-inch	LF	169.9	$62.00	$10,533.80
	31	COS-31	Sanitary Sewer Manhole Lining	VF	103.9	$157.00	$16,312.30
City of Sheboygan Total:							$567,869.76
Water Utility							
	32	SWU-1	Mobilization, ALL SWU Item Codes	LS	1	$17,517.00	$17,517.00
	33	SWU-2	12" PVC water main, furnish & install	LF	2000	$120.00	$240,000.00
	34	SWU-3	12-in DIP water main, furnish & install	LF	150	$145.00	$21,750.00

2443-20 2020 Street Improvements (#6663404)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
02/06/2020 01:00 PM CST

						Dorner Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	35	SWU-4	8-in PVC water main, furnish & install	LF	530	$120.00	$63,600.00
	36	SWU-5	6-in DI water main & hydrant lead, furnish & install	LF	145	$145.00	$21,025.00
	37	SWU-6	12-in valve and box, furnish & install	EA	9	$2,844.00	$25,596.00
	38	SWU-7	8-in valve and box, furnish & install	EA	6	$1,722.00	$10,332.00
	39	SWU-8	6-in valve and box, furnish & install	EA	7	$1,242.00	$8,694.00
	40	SWU-9	Fire hydrant, furnish & install	EA	7	$4,370.00	$30,590.00
	41	SWU-10	Remove and Salvage Existing Hydrant Assembly	EA	1	$476.00	$476.00
	42	SWU-11	Pb Replace Main to Curb (Long)	LF	235	$103.00	$24,205.00
	43	SWU-12	Pb Replace Main to Curb (Short)	LF	179	$119.00	$21,301.00
	44	SWU-13	Copper Reconnect	EA	12	$369.00	$4,428.00
	45	SWU-14	1-1/2" stone foundation, delivered and placed	CY	681	$0.01	$6.81
	46	SWU-15	Temporary Water Supply	LS	1	$12,331.00	$12,331.00
	47	SWU-16	Erosion Control	LS	1	$5,469.00	$5,469.00
	48	SWU-17	Site Restoration	LS	1	$26,621.00	$26,621.00
	49	SWU-18	Concrete Pavement, 7" furnish and install	SY	1054	$61.00	$64,294.00
	50	SWU-19	Asphalt Pavement, 3" over 7" Concrete Funish and Install, outside COS limits	SY	626	$74.00	$46,324.00
	51	SWU-20	Concrete Base, 7" furnish and install, within COS Limits	SY	2232	$45.00	$100,440.00
	52	SWU-21	Bore and jack 21" steel casing, furnish & install	LF	78	$532.00	$41,496.00
	53	SWU-22	Water service replacement, curb stop to house	LF	432	$84.00	$36,288.00

2443-20 2020 Street Improvements (#6663404)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
02/06/2020 01:00 PM CST

						Dorner Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	54	SWU-23	Meter setting rebuild	EA	20	$523.00	$10,460.00
	55	SWU-24	Electrical Grounding	EA	35	$523.00	$18,305.00
	56	SWU-25	Interior Plumbing to relocate water meter, funish & install	LF	170	$26.00	$4,420.00
	57	SWU-26	Manual air relief assembly, furnish & install	EA	3	$595.00	$1,785.00
	58	SWU-27	Construction Staking, ALL SWU Item Codes	LS	1	$2,960.00	$2,960.00
	59	SWU-28	Traffic Control - Geele Ave and Calumet Drive Detour Only	LS	1	$4,391.00	$4,391.00
	60	SWU-29	Railroad Onsite Observance Allowance	LS	1	$15,000.00	$15,000.00
Water Utility Total:							$880,104.81
Base Bid Total:							$1,447,974.57
Alternates							$130,050.00
	61	COS-32	Milling Washington Avenue, including butt joints	SY	13500	Not Accepted	Not Accepted
	62	COS-33	Milling Seamann Avenue, including butt joints	SY	7000	$3.60	$25,200.00
	63	COS-34	Milling N. Taylor Drive, including butt joints	SY	18000	Not Accepted	Not Accepted

II

R. O. No. _____ - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in rem. 2014, 2015 and 2016.

Finance Personnel

_____

CITY CLERK

CLERK CIRCUIT COURT
FILED
20 FEB 28 P3:35
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WI STATUTE §75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2014, 2015 AND 2016 NUMBER FORTY-SIX

Case Class: 30405

Case No. 2020 GF 009

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2014, 2015 and 2016 NUMBER FORTY-SIX

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2014 through 2016, sales of 2015 through 2017, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "Principal Sum of Lien" amounts are as of February 28, 2020, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2014, 2015 and 2016 NUMBER FORTY-SIX

PARCEL NO. 59010122300

Owner(s) of Record:
Victor H. Lara-Ruiz and Rebecca J. Lara-Ruiz, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated August 17, 2007 and recorded August 20, 2007 at 10:19 a.m. as Document Number 1834027.

Property Address:
Vacant Land along County Road U, Plymouth WI 53073

Legal Description:
A parcel of land in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Ten (10), Township Fourteen (14) North, Range Twenty-One (21) East and more particularly described as follows: Beginning at a point on the North line of said forty, which is Three Hundred Thirty-Four (334) feet East of the Northwest corner of the said Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) and on the East boundary of land presently owned by the parties of the second part; thence East along the North line of said forty a distance of One Hundred Sixty-Seven (167) feet; thence South and parallel with the West line of said forty a distance of Two Hundred Eighty-Three (283) feet; thence West and parallel with the North line of said forty a distance of One Hundred Sixty-Seven (167) feet; thence North and parallel with the West line of said forty and along the East line of property presently owned by the parties of the second part a distance of Two Hundred Eighty-Three (283) feet to the point of beginning. Subject to previous conveyances therefrom for highway purposes. Reserving therein to the grantor, its successors and assigns an easement over the conveyed premises for roadway purposes to remove logs from the land of the grantors lying South of the conveyed premises to County Trunk "U".

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	119
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$131.06
Date Interest and Penalty Computed:	2/1/2017

Other:
Easement as referenced in Warranty Deed dated August 17, 2007 and recorded August 20, 2007 at 10:19 a.m. as Document Number 1834027.

Rights of the public in any portion of the subject premises lying below the ordinary high-water mark of an "unnamed pond".

Divorce Judgment in the marriage of Rebecca Jean Lara-Ruiz and Victor H. Lara-Ruiz, Sheboygan County Case Number 15FA11, filed on January 9, 2015.

PARCEL NO. 59281002310

Owner(s) of Record:
Darrell W. Braaksma, a single person, by virtue of a Warranty Deed dated January 19, 1987 and recorded January 20, 1987 at 4:30 p.m. in Volume 1039, Page 543 as Document Number 1145727.

Property Address:
1817 N. 3rd Street, Sheboygan WI 53081

Legal Description:
Lot 8, Block 6, Assessment Subdivision No. 5 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:
Mortgage executed by Darrell W. and Debra Braaksma to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated October 30, 2001 and recorded January 10, 2002 at 2:52 p.m. in Volume 1939 of Records, Page 144 as Document Number 1623940, securing the principal sum of $25,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	533
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$2,124.89
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281011750

Owner(s) of Record:
Janet L. Carter, a single person, by virtue of a Warranty Deed dated December 7, 1992 and recorded December 7, 1992 at 2:55 p.m. in Volume 1250, Page 524 as Document Number 1359231.

Property Address:
538 Highland Terrace, Sheboygan WI 53083

Legal Description:
All of Lots 15, 16 and 17, of North Park Subdivision in the City of Sheboygan, excepting all that part of Lot 15, of North Park Subdivision in the City of Sheboygan, lying between the Easterly line of said Lot and a line parallel to and 10 feet Westerly from said East line, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:

Mortgage executed by Janet L. Carter to Kohler Credit Union, 850 Woodlake Road, Kohler WI 53044, dated January 25, 2016 and recorded February 1, 2016 at 9:29 a.m. as Document Number 2015762, securing the principal sum of $115,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	548
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,642.78
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281101930

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by virtue of a Warranty Deed dated May 27, 1994 and recorded June 2, 1994 at 1:34 p.m. as Document Number 1405502.

Property Address:
Vacant Land along N. 7th Street, Sheboygan WI 53081

Legal Description:
The North Fifty (50) feet of Lot One (1) and the North Fifty (50) feet of the East Fifteen (15) feet of Lot Two (2), all in Block Number Forty-Three (43) of the Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by William C. Sukowaty and Gayle M. Sukowaty to Firstar Bank Wisconsin, P.O. Box 2584, Oshkosh WI 54903, dated March 11, 1998 and recorded March 18, 1998 at 8:47 a.m. in Volume 1561 of Records, Page 6 as Document Number 1499891, securing the principal sum of $350,000.00.

Assignment of Mortgage from U.S. Bank National Association (successor by merger to Firstar Bank Wisconsin) to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland ME 04101, dated June 6, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831402.

Assignment of Mortgage from Casco Bay Finance Company LLC to Textron Financial Corporation, 11575 Great Oaks Way, Suite 210, Alpharetta GA 30022 dated July 7, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831403.

Assignment of Mortgage from Textron Financial Corporation to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland ME 04101 dated January 28. 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845164.

Assignment of Mortgage from Casco Bay Finance Company LLC to JCG Properties LLC, 5614 Superior Avenue, Sheboygan WI 53083 dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845165.

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ164, entered February 20, 2019 and docketed October 31, 2019 at 10:26 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ165, entered February 20, 2019 and docketed October 31, 2019 at 10:29 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ166, entered February 20, 2019 and docketed October 31, 2019 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ167, entered February 20, 2019 and docketed October 31, 2019 at 10:33 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ168, entered February 20, 2019 and docketed October 31, 2019 at 10:38 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ169, entered February 27, 2019 and docketed October 31, 2019 at 10:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ170, entered February 27, 2019 and docketed October 31, 2019 at 2:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ171, entered March 13, 2019 and docketed October 31, 2019 at 2:38 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ172, entered March 13, 2019 and docketed October 31, 2019 at 2:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ175, entered January 16, 2019 and docketed October 31, 2019 at 3:22 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ176, entered January 16, 2019 and docketed October 31, 2019 at 3:24 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ177, entered February 13, 2019 and docketed October 31, 2019 at 3:27 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ178, entered February 13, 2019 and docketed October 31, 2019 at 3:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ179, entered February 13, 2019 and docketed October 31, 2019 at 3:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ180, entered February 13, 2019 and docketed October 31, 2019 at 3:42 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ181, entered February 13, 2019 and docketed October 31, 2019 at 3:53 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ182, entered February 13, 2019 and docketed October 31, 2019 at 3:55 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ183, entered February 13, 2019 and docketed October 31, 2019 at 4:02 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	621	556	557	556
Tax Year:	2014	2015	2016	2016
Sale Year:	2015	2016	2017	2017
Principal Sum of Lien:	$1,299.55	$1,249.74	$1,458.93	$1,203.19
Date Interest and Penalty Computed:	2/1/2015	2/1/2016	2/1/2017	2/1/2017

Other:
Raze order dated July 20, 2018 and recorded August 3, 2018 at 2:27 p.m. as Document Number 2060568.

PARCEL NO. 59281103980

Owner(s) of Record:
Neil G. Eigenberger by virtue of a Warranty Deed dated December 28, 1994 and recorded January 5, 1995 at 2:24 p.m. in Volume 1375 of Records, Page 827 as Document Number 1419206.

Property Address:
604 Erie Avenue, Sheboygan WI 53081

Legal Description:
The North 50 feet of the West 18.33 feet of the East 28.33 feet of Lot 11; the East 10 feet of Lot 11; and all of Lot 12, Block 74, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Real Estate Security Agreement executed by Neil G Eigenberger to Community Bank, 3007 S. Business Drive, Sheboygan WI 53081, dated September 10, 1998 and recorded September 14, 1998 at 8:43 a.m. in Volume 1605 of Records, Page 218 as Document Number 1517813; said Security Agreement was re-recorded December 11, 1998 at 1:26 p.m. in Volume 1630 of Records, Page 985 as Document Number 1527675, correcting the location address of property.

Judgments/Liens:
Judgment executed against Neil Eigenberger and Tanya Eigenberger in favor of City of Sheboygan Property Taxes, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 11SC2249, entered October 3, 2011 and docketed October 4, 2011 at 10:38 a.m. in the principal sum of $1,305.67. (Attorney Andrew H. Morgan, Esq)

Judgment executed against Neil Eigenberger in favor of Crystal Lee Pocian, 810 S Wisconsin Drive, Howards Grove WI 53083, Sheboygan County Circuit Court Case Number 10SC2630, entered November 22, 2010 and docketed December 2, 2010 at 4:28 p.m. in the principal sum of $946.50. (no attorney listed)

Judgment executed against Neil Eigenberger in favor of Schwartz Septic Service Inc, N2300 Pelishek Road, Adell WI 53001, Sheboygan County Circuit Court Case Number 10SC2485, entered November 8, 2010 and docketed December 26, 2012 at 1:59 p.m.in the principal sum of $1,068.23. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO177, entered August 10, 2018 and docketed August 10, 2018 at 2:21 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO265, entered August 10, 2018 and docketed August 10, 2018 at 2:21 p.m. in the principal sum of $515.50. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Alpine, 1941 Ashland Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (no number listed), entered September 27, 2011 and docketed September 27, 2011 at 11:11 a.m. in the principal sum of $3,702.00. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO564, entered January 15, 2019 and docketed January 15, 2019 at 8:30 a.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Neil G. Eigenberger in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19FO146, entered June 21, 2019 and docketed June 21, 2019 at 10:03 a.m. in the principal sum of $515.50. (no attorney listed)

Taxes:

Certificate No.:	564
Tax Year:	2016
Sale Year:	2017

Principal Sum of Lien: $3,879.61
Date Interest and Penalty Computed: 2/1/2017

Other:
Transfer on Death Deed executed by Neil G. Eigenberger to Tanya A. Eigenberger dated June 20, 2019 and recorded June 24, 2019 at 3:51 p.m. as Document Number 2074557.

PARCEL NO. 59281104110

Owner(s) of Record:
Thomas Selak by virtue of a Warranty Deed dated October 9, 1991 and recorded October 15, 1991 at 1:21 p.m. in Volume 1185 of Records, Page 793 as Document Number 1227400.

Property Address:
1117 N. 8th Street, Sheboygan WI 53081

Legal Description:
The South Twenty (20) feet of Lots Five (5) and Six (6), in Block Seventy-Five (75) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof; subject to all easements presently of record.

Mortgages:
Mortgage executed by Thomas M. Selak to Hiawatha National Bank, 1414 N. Taylor Drive, Suite 205, Sheboygan WI 53081, dated October 2, 2015 and recorded October 7, 2015 at 3:13 p.m. as Document Number 2010617, securing the principal sum of $55,000.00.

Judgments/Liens:
None of Record

Taxes:
Certificate No.: 566
Tax Year: 2016
Sale Year: 2017
Principal Sum of Lien: $1,362.05
Date Interest and Penalty Computed: 2/1/2017

Other:
Ordinance granting encroachment dated July 6, 1998 and recorded July 16, 1998 at 2:22 p.m. in Volume 1591 of Records, Pages 585-586 as Document Number 1512223.

PARCEL NO. 59281110280

Owner(s) of Record:
Carol S. McQueen, a single person, by virtue of a Warranty Deed dated November 24, 1992 and recorded December 2, 1992 at 9:14 a.m. in Volume 1249 of Records, Page 487 as Document Number 1358757.

Property Address:
842 N. 5th Street, Sheboygan WI 53081

Legal Description:

The South Thirty-Four (34.00) feet of the East Forty-Five (45.00) feet of Lot One (1), Block Three Hundred Six (306), Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Carol S. McQueen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated October 18, 1994 and recorded October 28, 1994 at 1:31 p.m. in Volume 1366 of Records, Pages 888-889 as Document Number 1414746, securing the principal sum of $3,700.00.

Mortgage executed by Carol S. McQueen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated December 9, 1996 and recorded January 7, 1997 at 2:44 p.m. in Volume 1484 of Records, Pages 699-700 as Document Number 1468173, securing the principal sum of $12,862.00.

Judgments/Liens:
Judgment executed against Carol S. McQueen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ34, entered November 4, 2014 and docketed March 11, 2015 at 2:49 p.m. in the principal sum of $163,288.00. (no attorney listed)

Judgment executed against Carol S. McQueen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ158, entered October 13, 2013 and docketed June 23, 2014 at 9:00 a.m. in the principal sum of $711.00. (no attorney listed)

Taxes:

Certificate No.:	597	596
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$1,055.36	$783.79
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
Agreement dated July 27, 1982 and recorded July 30, 1982 at 3:01 p.m. in Volume 920 of Records, Pages 269-271 as Document Number 1078557.

PARCEL NO. 59281111910

Owner(s) of Record:
Jessica R. Charles by virtue of a Quit Claim Deed dated February 28, 2014 and recorded March 4, 2014 at 3:15 p.m. as Document Number 1983207.

Property Address:
409 Wisconsin Avenue, Sheboygan WI 53081

Legal Description:
The West 45 feet of the North 100 feet of Lot 80, Ellis Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:

Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5761, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of $10.00. (no attorney listed)

Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5760, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Jessica Charles in favor of Credit Acceptance Corporation, 25505 W. Twelve Mile Road, Southfield, MI 48034, Sheboygan County Circuit Court Case Number 18SC2233, entered October 29, 2018 and docketed November 6, 2018 at 3:11 p.m. in the principal sum of $8,877.78. (Attorney Daniel P. Doctor)

Taxes:

Certificate No.:	604
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$581.46
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281203660

Owner(s) of Record:
Tou Lee and Cha Mee Vang, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

Property Address:
Vacant Land along alley between St. Clair Avenue & Michigan Avenue, Sheboygan WI 53081

Legal Description:
The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan WI 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, securing the principal sum of $49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee) to Johnson Bank, 701 N. 8th Street, Sheboygan WI 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Notice of Lis Pendens as it relates to Mortgage in Document Number 1875258 executed by Johnson Bank (Plaintiff) -vs- Tou Lee (a/k/a Tong Seng Lee) and Manasty V. Lee (f/k/a Cha Mee Vang), etal (Defendants), Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931.

Judgments/Liens:

Judgment executed against Tou Lee in favor of Olsen, Kloet, Gunderson & Conway, 602 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 16SC416, entered March 28, 2016 and docketed March 31, 2016 at 4:29 p.m. in the principal sum of $1,162.14. (Attorney Joseph J. Voelkner)

Judgment executed against Tou Lee and Cha Mee Vang in favor of Thompson Sheet Metal & Heating Inc, 1756 University Avenue, Green Bay WI 54302, Sheboygan County Circuit Court Case Number 10TJ15, entered February 2, 2010 and docketed February 5, 2010 at 4:00 p.m. in the principal sum of $17,097.19. (Attorney Ronald F. Metzler)

Judgment executed against Tou Chee Moua Lee in favor of Target National Bank, 1100 US Bank Plaza, 200 S. 6th Street, % Meyer & Njus PA, Minneapolis MN 55402, Sheboygan County Circuit Court Case Number 12SC2825, entered November 26, 2012 and docketed December 3, 2012 at 2:14 p.m. in the principal sum of $1,054.12. (Attorney Ryan Dale Peterson)

Judgment executed against Tou L. Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 13CM1021, entered April 11, 2014 and docketed April 11, 2014 at 2:42 p.m. in the principal sum of $265.00. (no attorney listed)

Judgment executed against Toua. Lee and Cha Mee Vang in favor VanDerVaart Inc, P.O. Box 490, 1436 S. 15th Street, Sheboygan WI 53082, Sheboygan County Circuit Court Case Number (none listed), entered September 20, 2010 and docketed September 21, 2010 at 8:47 a.m. in the principal sum of $545.74. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ32, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ33, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ34, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ35, entered December 16, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ36, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ37, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ38, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ39, entered December 6, 2017 and docketed March 14, 2018 at 10:30 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ40, entered December 6, 2017 and docketed March 14, 2018 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ41, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $187.00. (no attorney listed)

Judgment executed against Cha M. Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ42, entered December 6, 2017 and docketed March 14, 2018 at 10:32 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ58, entered March 7, 2018 and docketed June 11, 2018 at 10:30 a.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ59, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ60, entered March 7, 2018 and docketed June 11, 2018 at 3:50 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ61, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ62, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ63, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ64, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ65, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ66, entered March 7, 2018 and docketed June 11, 2018 at 3:51 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Cha Mee Vang in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TJ67, entered March 7, 2018 and docketed June 11, 2018 at 3:52 p.m. in the principal sum of $187.00. (no attorney listed)

Judgment executed against Tou Lee in favor of Cottonwood Financial WI LLC, 1901 Gateway Drive #200, Irving TX 75038, Sheboygan County Circuit Court Case Number 19TJ154, entered August 26, 2019 and docketed August 26, 2019 at 10:08 a.m. in the principal sum of $1,407.00. (Attorney Josie Qiu)

Judgment executed against Tou Lee in favor of Midland Funding LLC, 350 Camino De La Reina, Suite 100, San Diego CA 92108, Sheboygan County Circuit Court Case Number 19SC2026, entered October 7, 2019 and docketed October 17, 2019 at 10:10 a.m. in the principal sum of $2,660.31. (Attorney David Anthony Ambrosh)

Judgment executed against Manasty V. Lee in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ234, entered June 19, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Manasty V. Lee in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ235, entered August 21, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00. (no attorney listed)

Possible Child Support Lien against Tou Sua Lee, Docket Number 593500, filed March 4, 2018 in the principal sum of $22,820.42, Marathon County Child Support Agency, 400 E. Thomas Street, Wausau WI 54403.

Possible Child Support Lien against Cha Vang, Docket Number 616437, filed December 9, 2018 in the principal sum of $18,570.03, Marathon County Child Support Agency, 400 E. Thomas Street, Wausau WI 54403.

Taxes:

Certificate No.:	703	619	618	625
Tax Year:	2014	2015	2015	2016
Sale Year:	2015	2016	2016	2017
Principal Sum of Lien:	$1,841.86	$178.52	$1,771.69	$1,705.17
Date Interest and Penalty Computed:	2/1/2015	2/1/2016	2/1/2016	2/1/2017

Other:
Raze Order dated August 22, 2019 and recorded August 27, 2019 at 9:04 a.m. as Document Number 2077684.

U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 13-34215-gmh, Chapter 13, filed October 29, 2013 by Tong Seng Lee (a/k/a Tou Lee) and Manasty Vang Lee (a/k/a Cha Mee Vang), terminated January 13, 2020.

PARCEL NO. 59281206130

Owner(s) of Record:
Sandra L. Fries, a single person, by virtue of a Warranty Deed dated December 15, 1998 and recorded December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, Page 461 as Document Number 1528238.

Property Address:
1018B N. 11th Street, Sheboygan WI 53081

Legal Description:
The South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.
AND:

Commencing at the Northeast corner of the South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92); thence South Seventy-Three (73) feet to the Southeast Corner of said South Seventy-Three (73) feet of the West Half (W ½); thence East Seven (7) feet; thence North Forty-Four (44) feet parallel with the West line of Lot Three (3); thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning; thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-Two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	654
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$436.65
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281206150

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
1123 Erie Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
West ½ of Lot 4, Block 92, Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	656	655
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$366.76	$938.48
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281206245

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:
Garage across alley from 1123 Erie Avenue, Sheboygan WI 53081

Legal Description:
The North 35 feet of Lot 9, Block 92, of the Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	658
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$60.55
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281302300

Owner(s) of Record:
Joseph P. Champeau by virtue of a Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 1012 at 3:46 p.m. as Document Number 1937086.

Property Address:
1107 Alabama Avenue, Sheboygan WI 53081

Legal Description:
Lot One (1) except the East Fifty-Five (55) feet thereof, and the East Half (½) of Lot Two (2), Block Two Hundred and Eighty-Four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan WI 53081, dated March 18, 2014 and recorded March 20, 2014 at 4:04 p.m. as Document Number 1983878, securing the principal sum of $2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan WI 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975550, securing the principal sum of $7,976.25.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	687
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,530.36
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281304020

Owner(s) of Record:
Damon T. Green by virtue of a Warranty Deed dated February 6, 2015 and recorded January 20, 2016 at 3:33 p.m. as Document Number 2015387.

Property Address:
919 High Avenue, Sheboygan WI 53081

Legal Description:
Lot Seven (7), Block Two (2), Assessment Subdivision No. 16, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Notice of Lien executed against Damon Green in favor of Sheboygan County Corporation Counsel, 2124 Kohler Memorial Drive, Suite 310, Sheboygan WI 53081-3174, dated February 23, 2018 and recorded February 28, 2018 at 3:49 p.m. as Document Number 2053040 to secure the reimbursement of attorneys' fees that may incur as a result of legal counsel appointed for representation in Cases 17CF663 and 17CF705.

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 14CF338, entered September 6, 2018 and docketed September 6, 2018 at 11:26 a.m. in the principal sum of $727.00. (no attorney listed)

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CM338, entered February 6, 2013 and docketed February 6, 2013 at 2:15 p.m. in the principal sum of $42.10. (no attorney listed)

Judgment executed against Damon T. Green in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17CF663, entered

September 6, 2018 and docketed September 6, 2018 at 11:26 a.m. in the principal sum of $2,866.86. (no attorney listed)

Possible Child Support Lien against Damon Trevoyi Green, Docket Number 491123, filed March 8, 2015 in the principal sum of $18,421.01, Sheboygan County Child Support Agency, Courthouse Annex, 615 N. 6th Street, Sheboygan WI 53081.

Taxes:

Certificate No.:	700
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$372.49
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281305510

Owner(s) of Record:
Jorge Hernandez and Maria E. Hernandez by virtue of a Special Warranty Deed dated January 12, 2016 and recorded February 4, 2016 at 10:47 a.m. as Document Number 2015953.

Property Address:
910 Clara Avenue, Sheboygan WI 53081

Legal Description:
Lot Twenty-Two (22), Block One (1), Assessment Subdivision Number Seventeen (17), City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Maria Hernandez and Jorge Hernandez in favor of Honor Finance LLC, 909 Davis Street, Suite 260, Evanston, IL 60201, Sheboygan County Circuit Court Case Number 15SC1916, entered September 28, 2015 and docketed October 6, 2015 at 9:18 a.m. in the principal sum of $7,068.61. (Attorney Michael A. Stueland)

Judgment executed against Jorge Hernandez in favor of Health Payment Systems Inc, 2923 Marketplace Drive, Suite 100, Fitchburg WI 53719-5320, Sheboygan County Circuit Court Case Number 16SC464, entered April 4, 2016 and docketed April 22, 2016 at 3:15 p.m. in the principal sum of $2,526.50. (Attorney David M. Mcdorman)

Judgment executed against Jorge Hernandez in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 10SC648, entered April 5, 2010 and docketed April 12, 2010 at 12:25 p.m. in the principal sum of $1,421.41. (Attorney Elaine Marie Landis)

Judgment executed against Jorge Hernandez and Maria E. Hernandez in favor of Apex I LLC, 5603 Indian Mound Circle, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 16CV425, entered November 21, 2016 and docketed January 6, 2017 at 3:55 p.m. in the principal sum of $1,819.40. (Attorney Anthony J. Resimius)

Judgment executed against Maria Hernandez in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 15SC2712, entered January 25, 2016 and docketed February 1, 2016 at 12:29 p.m. in the principal sum of $1,780.74. (Attorney Vincent Bauer)

Judgment executed against Maria E. Hernandez in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TR5237, entered November 14, 2017 and docketed November 14, 2017 at 1:16 p.m. in the principal sum of $175.30. (no attorney listed)

Taxes:

Certificate No.:	707
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$3.80
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281305850

Owner(s) of Record:
Valerie J. Thalacker by virtue of a Special Warranty Deed dated June 17, 2013 and recorded July 8, 2013 at 12:59 p.m. as Document Number 1971810.

Property Address:
928 Broadway Avenue, Sheboygan WI 53081

Legal Description:
Lot Twenty-Six (26), Block Two (2), Assessment Subdivision Number 17, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Valerie J. Thalacker in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12SC2446, entered October 15, 2012 and docketed October 18, 2012 at 12:25 p.m. in the principal sum of $1,265.76. (Atty. Kirsten Fagerland Pezewski)

Taxes:

Certificate No.:	709
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$187.71
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281318990

Owner(s) of Record:
Jason J. Bloedorn and Shannon M. Bloedorn, husband and wife as survivorship marital property, by virtue of a Quit Claim Deed dated June 8, 2015 and recorded June 8, 2015 at 11:40 a.m. as Document Number 2004108.

Property Address:
725 Clara Avenue, Sheboygan WI 53081

Legal Description:
The West 36 feet of the East 72 feet of Lots 11 and 12, Block 13, South Side Land Company Addition to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Shannon M. Bloedorn and Jason Bloedorn in favor of Radiology Associates of the Fox Valley SC, 333 N. Commercial Street, Suite 100, Neenah WI 54956, Sheboygan County Circuit Court Case Number 17SC1892, entered August 28, 2017 and docketed September 1, 2017 at 11:14 a.m. in the principal sum of $3,433.20. (Attorney Keary W. Bilka)

Judgment executed against Shannon Bloedorn and Jason Bloedorn in favor of C & E Construction of Sheboygan LLC, 1503 S. 9th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17SC1348, entered October 12, 2017 and docketed October 12, 2017 at 1:50 p.m. in the principal sum of $10,222.00. (no attorney listed)

Judgment executed against Jason J. Bloedorn in favor of Aurora Health Care Central Inc and Aurora Medical Group, P.O. Box 343910, Milwaukee WI 53234, Sheboygan County Circuit Court Case Number 16SC1106, entered June 13, 2016 and docketed June 16, 2016 at 12:18 p.m. in the principal sum of $1,439.64. (Attorney John M. Heuer)

Judgment executed against Shannon Marie Bloedorn in favor of Sheboygan County Clerk of Circuit Court, 615 N 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 16FA330, entered December 13, 2016 and docketed December 13, 2016 at 2:26 p.m. in the principal sum of $194.50. (no attorney listed)

Judgment executed against Jason Jarrod Bloedorn in favor of Darrow & Dietrich SC, (no address listed), Sheboygan County Circuit Court Case Number 16FA330, entered August 19, 2017 and docketed August 25, 2017 at 8:30 a.m. in the principal sum of $890.14. (no attorney listed)

Judgment executed against Shannon M. Bloedorn and Jason Jarrod Bloedorn in favor of Milwaukee Regional Medical Center Inc, 2661 Aviation Road, Waukesha WI 53188, Sheboygan County Circuit Court Case Number 18CV187, entered August 30, 2018 and docketed September 4, 2018 at 8:38 a.m. in the principal sum of $22,196.02. (Attorney Keary W. Bilka)

Taxes:

Certificate No.:	748
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$526.72
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281400490

Owner(s) of Record:
Rickey W. Thimmig, a single person, by virtue of a Warranty Deed dated April 6, 2015 and recorded April 23, 2015 at 8:46 a.m. as Document Number 2001816.

Property Address:
1123 High Avenue, Sheboygan WI 53081

Legal Description:
Lot 7, Block 2, Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Ricky W. Thimmig to Steven W. Altman, 3606 Main Avenue, Sheboygan WI 53083, dated April 3, 2015 and recorded April 23, 2015 at 8:47 a.m. as Document Number 2001817, securing the principal sum of $13,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	763
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$63.59
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	766	765
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$856.23	$2,197.33
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281402100

Owner(s) of Record:
Jason Hansen by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

Property Address:
1928 S. 13th Street, Sheboygan WI 53081

Legal Description:
Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan.

Mortgages:
Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated April 8, 1994 and recorded April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, Pages 536-537 as Document Number 1401643, securing the principal sum of $1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated November 19, 1997 and recorded December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, Page 427 as Document Number 1491922, securing the principal sum of $7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan WI 53081, dated October 23, 1998 and recorded November 4, 1998 at 1:04 p.m. in Volume 1619 of Records, Page 72 as Document Number 1523233, securing the principal sum of $2,100.00.

Judgments/Liens:
Judgment executed against Jason Hansen in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego CA 92108, Sheboygan County Circuit Court Case Number 18SC258, entered February 19, 2018 and docketed February 21, 2018 at 3:57 p.m. in the principal sum of $1,073.94. (Attorney Jason Donald Hermersmann)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ237, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ238, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ239, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of (none listed). (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ242, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ240, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ246, entered August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ236, entered August 14, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ241, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ243, entered June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ245, entered August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ244, entered May 8, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of $98.80. (no attorney listed)

Possible Child Support Lien against Jason S. Hansen, Docket Number 548595, filed November 6, 2016 in the principal sum of $3,934.14, Rock County Child Support Agency, 51 S. Main Street, Janesville WI 53545.

Taxes:

Certificate No.:	775
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$951.06
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281403190

Owner(s) of Record:
William Lex by virtue of a Warranty Deed dated June 30, 1993 and recorded July 21, 1993 at 1:41 p.m. in Volume 1288 of Records, Pages 93-94 as Document Number 1377816.

Property Address:
1501 S. 13th Street, Sheboygan WI 53081

Legal Description:
Lot Number Six (6), Block Number Six (6), Assessment Subdivision Number Nineteen (19), in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ60, entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William Lex in favor of Aurora Health Care Central Inc and Aurora Medical Group Inc, P.O. Box 343910, Milwaukee WI 53215, Sheboygan County Circuit Court Case Number 18SC558, entered March 26, 2018 and docketed March 29, 2018 at 9:17 a.m. in the principal sum of $1,744.22. (Attorney Jonathan D. McCollister)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ46, entered February 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ47, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ48, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ49, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ50, entered August 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ51, entered September 16, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $66,644.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ52, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ53, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ54, entered March 16, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ55, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ56, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ57, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ58, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Taxes:

Certificate No.:	783	782
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$446.08	$1,063.50
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
Rental Unit Energy Efficiency Standards Stipulation recorded with Warranty Deed dated June 30, 1993 and recorded July 21, 1993 at 1:41 p.m. in Volume 1288 of Records, Pages 93-94 as Document Number 1377816.

PARCEL NO. 59281403210

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578.

Property Address:
1509 S. 13th Street, Sheboygan WI 53081

Legal Description:

Lot 8, Block 6, of Assessment Subdivision Number 19 of the City of Sheboygan, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ164, entered February 20, 2019 and docketed October 31, 2019 at 10:26 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ165, entered February 20, 2019 and docketed October 31, 2019 at 10:29 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ166, entered February 20, 2019 and docketed October 31, 2019 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ167, entered February 20, 2019 and docketed October 31, 2019 at 10:33 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ168, entered February 20, 2019 and docketed October 31, 2019 at 10:38 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ169, entered February 27, 2019 and docketed October 31, 2019 at 10:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ170, entered February 27, 2019 and docketed October 31, 2019 at 2:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ171, entered March 13, 2019 and docketed October 31, 2019 at 2:38 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ172, entered March 13, 2019 and docketed October 31, 2019 at 2:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ175, entered January 16, 2019 and docketed October 31, 2019 at 3:22 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ176, entered January 16, 2019 and docketed October 31, 2019 at 3:24 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ177, entered February 13, 2019 and docketed October 31, 2019 at 3:27 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ178, entered February 13, 2019 and docketed October 31, 2019 at 3:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ179, entered February 13, 2019 and docketed October 31, 2019 at 3:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ180, entered February 13, 2019 and docketed October 31, 2019 at 3:42 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ181, entered February 13, 2019 and docketed October 31, 2019 at 3:53 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ182, entered February 13, 2019 and docketed October 31, 2019 at 3:55 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ183, entered February 13, 2019 and docketed October 31, 2019 at 4:02 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	785	784
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$2,095.29	$833.60
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281430796

Owner(s) of Record:
Judith Ries by virtue of a Warranty Deed dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Page 410 as Document Number 1497785.

Property Address:
2608 Camelot Boulevard, Sheboygan WI 53081

Legal Description:
Lot 3 of a Certified Survey Map recorded in Volume 11 of Certified Survey Maps, Page 288 as Document Number 1413783; being part of the Northwest Quarter of the Northwest Quarter of Section 3, Town 14 North, Range 23 East and the Northeast Quarter of the Northeast Quarter of Section 4, Town 14 North Range 23 East.

Mortgages:
Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity Inc, (no address provided), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 416-417 as Document Number 1497787, securing the principal sum of $37,500.00.

Mortgage executed by Judith Ries to Sheboygan County Habitat for Humanity Inc, (no address provided), dated February 3, 1998 and recorded February 20, 1998 at 11:05 a.m. in Volume 1555 of Records, Pages 418-419 as Document Number 1497788, securing the principal sum of $50,500.00.

Judgments/Liens:
Judgment executed against Judith A. Ries in favor of Portfolio Recovery Associates LLC, 140 Corporate Boulevard, Norfolk VA 23502, Sheboygan County Circuit Court Case Number 12SC1505, entered June 18, 2012 and docketed June 25, 2012 at 12:43 p.m. in the principal sum of $951.56. (Attorney Joseph Robert Johnson)

Judgment executed against Judith Ries in favor of Resurgence Capital LLC, 1161 Lake Cook Road, Suite D, Deerfield IL 60015, Sheboygan County Circuit Court Case Number 15SC1444, entered August 3, 2015 and docketed August 1, 2016 at 4:34 p.m. in the principal sum of $9,623.40. (Attorney Robert Irwin Dorf)

Taxes:

Certificate No.:	824
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$2,444.61
Date Interest and Penalty Computed:	2/1/2017

Other:
Septic Easement dated June 9, 1986 and recorded December 15, 1986 at 4:20 p.m. in Volume 1035 of Records, Pages 529-531 as Document Number 1143748.

Sewer & Water Connection Swear-Off dated March 23, 1982 and recorded March 24, 1982 at 10:16 a.m. in Volume 914 of Records, Page 743 as Document Number 1075234.

PARCEL NO. 59281431320

Owner(s) of Record:
Shannon E. Walker (f/k/a Shannon E. Mora, f/k/a Shannon E. Molkentine) by virtue of a Quit Claim Deed dated October 10, 2016 and recorded October 18, 2016 at 9:25 a.m. as Document Number 2029009.

Property Address:
1824 Washington Avenue, Sheboygan WI 53081

Legal Description:
Part of the North Half (N ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty-Four (34), Township Fifteen (15) North, Range Twenty-Three (23) East, City of Sheboygan, Sheboygan County, Wisconsin, described as: Commencing at a point 66.25 feet West and 444.61 feet South of the Northeast corner of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼);

thence West 66.25 feet; thence South 212.89 feet to the center of Washington Avenue; thence East along Washington Avenue, 66.25 feet; thence North 212.89 feet to the point of beginning.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 29, 2010 and docketed September 29, 2010 at 12:46 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered September 14, 2011 and docketed September 14, 2011 at 3:00 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered October 6, 2011 and docketed October 6, 2011 at 2:34 p.m. in the principal sum of $120.00. (no attorney listed)

Judgment executed against Shannon E. Mora in favor of Portfolio Recovery Associates, P.O. Box 12914, Norfolk VA 23541, Sheboygan County Circuit Court Case Number 15SC1066, entered June 1, 2015 and docketed June 30, 2015 at 8:52 a.m. in the principal sum of $2,016.12. (Attorney Dustin Allen McMahon)

Judgment executed against Shannon E. Molkentin in favor of Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 110, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14SC1372, entered June 30, 2014 and docketed July 3, 2014 at 4:08 p.m. in the principal sum of $776.50. (Attorney Paul A. Dirkse)

Judgment executed against Shannon Mora and Jose Mora in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ124, entered May 16, 2012 and docketed July 23, 2012 at 3:57 p.m. in the principal sum of $114.00. (no attorney listed)

Taxes:

Certificate No.:	825
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,021.81
Date Interest and Penalty Computed:	2/1/2017

Other:
Rights of the public to Washington Avenue.

PARCEL NO. 59281501430

Owner(s) of Record:
Alina N. Morado by virtue of a Special Warranty Deed dated January 13, 2012 and recorded January 18, 2012 at 10:00 a.m. as Document Number 1937687.

Property Address:
604 N. 13th Street, Sheboygan WI 53081

Legal Description:
The South Fifty (50) feet of Lot Twelve (12), Block One Hundred Forty-Six (146) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Alina Morado in favor of Midland Funding LLC, 8875 Aero Drive Suite 200, San Diego CA 92123, Sheboygan County Circuit Court Case Number 14SC1939, entered September 4, 2014 and docketed September 18, 2014 at 11:26 a.m. in the principal sum of $2,303.12. (Attorney Joseph Robert Johnson)

Judgment executed against Alina N. Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 15CM728, entered March 15, 2016 and docketed March 15, 2016 at 11:18 a.m. in the principal sum of $796.15. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3963, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3962, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $10.00. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3961, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $175.30. (no attorney listed)

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 18CM748, entered May 14, 2019 and docketed May 14, 2019 at 2:10 p.m. in the principal sum of $111.00. (no attorney listed)

Taxes:

Certificate No.:	843
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$910.59
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281504120

Owner(s) of Record:

Charles R. Rogers and Pennye C. Rogers, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated September 24, 1991 and recorded September 30, 1991 at 8:30 a.m. in Volume 1184 of Records, Page 119 as Document Number 1226521.

Property Address:
1319 New Jersey Avenue, Sheboygan WI 53081

Legal Description:
The East Thirty-Five (35) feet of Lot Four (4), Block Two Hundred Eighteen (218), Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Charles R. Rogers and Pennye C. Rogers to Bank One NA, 841 Greencrest Drive, Westerville OH 43081, dated December 24, 1997 and recorded January 6, 1998 at 2:55 p.m. in Volume 1547 of Records, Page 465 as Document Number 1494410, securing the principal sum of $64,000.00.

Assignment of Mortgage from Bank One NA to Mortgage First LLC, 283 E. Gentile Street, Suite 100, Layton UT 84041, dated July 3, 2007 and recorded July 9, 2007 at 2:10 p.m. as Document Number 1830803.

Judgments/Liens:
Judgment executed against Charles Rogers in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, Irving TX 75038, Sheboygan County Circuit Court Case Number 13SC1638, entered July 1, 2013 and docketed July 8, 2013 at 2:10 p.m. in the principal sum of $612.81. (Attorney Adam R. Finkel)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12SC3213, entered May 30, 2013 and docketed May 30, 2013 at 2:07 p.m. in the principal sum of $2,357.55. (Attorney Kirsten Fagerland Pezewski)

Judgment executed against Charles R. Rogers and Pennye C. Rogers in favor or Sonntag Plumbing Inc, 2015 N. 18th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17SC1072, entered May 22, 2017 and docketed May 24, 2017 at 4:33 p.m. in the principal sum of $732.77. (Attorney Andrew H. Morgan Esq.)

Judgment executed against Charles Rogers in favor of Jefferson Capital Systems LLC, % Messerli & Kramer PA, 3033 Campus Drive, Suite 250, Plymouth MN 55441, Sheboygan County Circuit Court Case Number 18SC2292, entered November 5, 2018 and docketed December 4, 2018 at 1:57 p.m. in the principal sum of $2,318.75. (Attorney James E. Kachelski)

Possible Child Support Lien against Charles Rogers, Docket Number 635455, filed August 4, 2019 in the principal sum of $15,619.45, Marathon County Child Support Agency, 400 E. Thomas Street, Wausau WI 54403 and Milwaukee County Child Support Agency, 901 N. 9th Street, Room 101, Milwaukee WI 53233.

Taxes:

Certificate No.:	859
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,425.62
Date Interest and Penalty Computed:	2/1/2017

Other:
Property Bond in the sum of $7,500.00 dated April 23, 1998 and recorded April 24, 1998 at 3:22 p.m. in Volume 1570 of Records, Pages 186-187 as Document Number 1503565.

PARCEL NO. 59281508150

Owner(s) of Record:
William E. Lex, single, by virtue of a Wisconsin Special Warranty Deed dated January 12, 2011 and recorded January 19, 2011 at 12:30 p.m. as Document Number 1918348.

Property Address:
1425 Kentucky Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
Lot Five (5), Block Two Hundred Seventy-Four (274), according to the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ60, entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William Lex in favor of Aurora Health Care Central Inc and Aurora Medical Group Inc, P.O. Box 343910, Milwaukee WI 53215, Sheboygan County Circuit Court Case Number 18SC558, entered March 26, 2018 and docketed March 29, 2018 at 9:17 a.m. in the principal sum of $1,744.22. (Attorney Jonathan D. McCollister)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ46, entered February 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ47, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ48, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ49, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ50, entered August 17, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $250.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ51, entered September 16, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $66,644.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ52, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ53, entered October 28, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ54, entered March 16, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $124.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ55, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ56, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ57, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William E. Lex in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ58, entered February 17, 2016 and docketed August 8, 2017 at 2:44 p.m. in the principal sum of $691.00. (no attorney listed)

Taxes:

Certificate No.:	876
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,353.05
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281511290

Owner(s) of Record:
Zeferina Soliz, a married person, by virtue of a Quit Claim Deed dated March 22, 2006 and recorded June 21, 2006 at 3:17 p.m. as Document Number 1801596; and by virtue of a Warranty Deed dated July 12, 1993 and recorded July 15, 1993 at 2:41 p.m. in Volume 1287 of Records, Pages 207-208 as Document Number 1377407.

Property Address:
2001/2003 Indiana Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
Lot One (1), Block One (1), Koerner Land Co's Subdivision, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	900	899
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$539.42	$2,526.83
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 18-30193-kmp, Chapter 7, filed October 29, 2018 by Zeferina Soliz Ramirez, terminated February 25, 2019.

PARCEL NO. 59281512930

Owner(s) of Record:
Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's Deed dated October 7, 2019 and recorded October 10, 2019 at 8:59 a.m. as Document Number 2080150.

Property Address:
1219 S. 19th Street, Sheboygan WI 53081

Legal Description:
Lot Number Twenty-Two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	904
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$42.76
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281604340

Owner(s) of Record:
Jeffrey A. Close and Flor A. Close, husband and wife as survivorship marital property, by virtue of a Warranty Deed dated December 18, 1998 and recorded December 28, 1998 at 12:46 p.m. as Document Number 1529221.

Property Address:
2811 Pine Grove Avenue, Sheboygan WI 53083

Legal Description:
Lot Seventeen (17), Block Five (5), Blue Mound Terrace Subdivision Number Two (2), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Jeffrey A. Close and Flor A. Close to TCF National Bank, 2508 S. Louise Avenue, Sioux Falls SD 57106, dated April 17, 2009 and recorded May 1, 2009 at 3:19 p.m. as Document Number 1876516, securing the principal sum of $148,600.00.

Judgments/Liens:
Judgment executed against Jeffrey A. Close in favor of First National Bank of Omaha, P.O. Box 3331, Omaha NE, 68103, Sheboygan County Circuit Court Case Number 18CV68, entered September 19, 2018 and docketed September 28, 2018 at 3:22 p.m. in the principal sum of $8,131.28. (Attorney Jason Donald Hermersmann)

Taxes:

Certificate No.:	921
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$876.24
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281613410

Owner(s) of Record:
John H. Mueller and Erin E. Mueller by virtue of a Special Warranty Deed dated October 3, 2013 and recorded October 28, 2013 at 3:16 p.m. as Document Number 1978135.

Property Address:
1710 N. 27th Place, Sheboygan WI 53081

Legal Description:
All of Lot Six (6), Block Ten (10), Graceland Subdivision No. 4 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Erin Mueller in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego CA 92108, Sheboygan County Circuit Court Case Number 18SC948, entered July 10,

2018 and docketed July 16, 2018 at 3:19 p.m. in the principal sum of $1,205.87. (Attorney Zachary W. Spaciel)

Judgment executed against Erin E. Mueller in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18TR1744, entered August 13, 2018 and docketed August 13, 2018 at 3:20 p.m. in the principal sum of $162.70. (no attorney listed)

Judgment executed against Erin Elizabeth Mueller in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18FO144, entered August 13, 2018 and docketed August 13, 2018 at 3:20 p.m. in the principal sum of $389.50. (no attorney listed)

Taxes:

Certificate No.:	935
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,207.22
Date Interest and Penalty Computed:	2/1/2017

Other:
Pending Divorce in the Marriage of Erin Elizabeth Mueller and John Henry Mueller, Sheboygan County Clerk of Circuit Court Case Number 18FA291, filed on July 2, 2018.

PARCEL NO. 59281616770

Owner(s) of Record:
Michael G. Conwill and Debra K. Bell, as tenants in common, with a life estate interest to Fremont John Peters, by virtue of a Personal Representative's Deed dated July 10, 2006 and recorded October 27, 2006 at 4:00 p.m. as Document Number 1811822.

Property Address:
2409 W. Mark Drive, Sheboygan WI 53083

Legal Description:
Lot Ten (10), Block Thirty (30), Graceland Subdivision Number Eighteen (18), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	939
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$2,764.21
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281617490

Owner(s) of Record:
John Mueller by virtue of a Special Warranty Deed dated February 17, 2014 and recorded April 3, 2014 at 9:41 a.m. as Document Number 1984418.

Property Address:
3533 Gregory Drive, Sheboygan WI 53083

Legal Description:
Lot Three (3), Block Thirty-Two (32), according to the recorded Plat of Graceland Subdivision No. 19, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	940
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$1,118.56
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281628620

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated July 7, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by virtue of a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by virtue of a Warranty Deed dated September 15, 1986 and recorded September 19, 1986 at 10:52 a.m. in Volume 1026 of Records, Page 35 as Document Number 1138593.

Property Address:
1603 Martin Avenue, Sheboygan WI 53081

Corrected Legal Description: Wis. Stat. § 75.145
Lot Twenty-Six (26), Zelle and Schaetzer's Subdivision in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ164, entered February 20, 2019 and docketed October 31, 2019 at 10:26 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ165, entered February 20, 2019 and docketed October 31, 2019 at 10:29 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ166, entered February 20, 2019 and docketed October 31, 2019 at 10:31 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ167, entered February 20, 2019 and docketed October 31, 2019 at 10:33 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ168, entered February 20, 2019 and docketed October 31, 2019 at 10:38 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ169, entered February 27, 2019 and docketed October 31, 2019 at 10:41 a.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ170, entered February 27, 2019 and docketed October 31, 2019 at 2:36 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ171, entered March 13, 2019 and docketed October 31, 2019 at 2:38 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ172, entered March 13, 2019 and docketed October 31, 2019 at 2:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ175, entered January 16, 2019 and docketed October 31, 2019 at 3:22 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ176, entered January 16, 2019 and docketed October 31, 2019 at 3:24 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ177, entered February 13, 2019 and docketed October 31, 2019 at 3:27 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ178, entered February 13, 2019 and docketed October 31, 2019 at 3:30 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ179, entered February 13, 2019 and docketed October 31, 2019 at 3:41 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ180, entered February 13, 2019 and docketed October 31, 2019 at 3:42 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ181, entered February 13, 2019 and docketed October 31, 2019 at 3:53 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ182, entered February 13, 2019 and docketed October 31, 2019 at 3:55 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 19TJ183, entered February 13, 2019 and docketed October 31, 2019 at 4:02 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and recorded February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	957
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$740.79
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281628710

Owner(s) of Record:
Cody Abraham by virtue of a Special Warranty Deed dated June 1, 2011 and recorded June 6, 2011 at 12:56 p.m. as Document Number 1925270.

Property Address:
2506 N. 15th Street, Sheboygan WI 53083

Legal Description:
The South 45 feet of Lots 34 and 35, Zelle & Schaetzer's Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Cody E. Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF635, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $2,921.23. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF655, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $525.05. (no attorney listed)

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5296, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $515.50. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5297, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 13CF87, entered November 8, 2017 and docketed November 8, 2017 at 11:32 a.m. in the principal sum of $2,982.65. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17TJ43, entered October 12, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $110,395.00. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 18CF238, entered November 13, 2018 and docketed November 13, 2018 at 1:08 p.m. in the principal sum of $987.25. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered November 13, 2018 and docketed November 13, 2018 at 1:08 p.m. in the principal sum of $84.00. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (no number listed), entered October 23, 2019 and docketed October 23, 2019 at 1:00 p.m. in the principal sum of $52.50. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM250, entered June 20, 2019 and docketed June 20, 2019 at 10:42 a.m. in the principal sum of $724.00. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 18CM250, entered August 28, 2019 and docketed August 28, 2019 at 2:57 p.m. in the principal sum of $52.39. (no attorney listed)

Possible Child Support Lien against Cody Earl Abraham, Docket Number 642225, filed on November 3, 2019 in the principal sum of $1,067.62, Sheboygan County Child Support Agency, 615 N 6th Street, Sheboygan WI 53081.

Taxes:

Certificate No.:	960	959
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$274.32	$1,325.59
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281630290

Owner(s) of Record:
Jocelyn Ertel by virtue of a Quit Claim Deed dated March 5, 1996 and recorded March 6, 1996 at 3:35 p.m. in Volume 1433 of Records, Page 390 as Document Number 1445454.

Property Address:
2417 Main Avenue, Sheboygan WI 53083

Corrected Legal Description: Wis. Stat. § 75.145
Lot 2 of a Certified Survey Map recorded in Volume 6 of Certified Survey Maps, Page 97 as Document Number 1071058; being a part of the NW ¼ of the NW ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Jocelyn D. Ertel in favor of Bitter Neumann, 827 N. 14th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 17SC1062, entered May 22, 2017 and docketed May 24, 2017 at 4:27 p.m. in the principal sum of $773.28. (Attorney Andrew H. Morgan, Esq.)

Judgment executed against Jocelyn D. Ertel in favor of Capital One Bank (USA) NA, % Messerli & Kramer PA, 3033 Campus Drive Suite 250, Plymouth MN 55441, Sheboygan County Circuit Court Case Number 19SC230, entered February 25, 2019 and docketed March 1, 2019 at 8:06 a.m. in the principal sum of $2,330.78. (Attorney Gina Ziegelbauer)

Judgment executed against Jocelyn D. Ertel in favor of David Paul Petrauski, 1706 Patricia Circle, Sheboygan WI, 53083, Sheboygan County Circuit Court Case Number 19SC2052, entered October 14, 2019 and docketed October 23, 2019 at 1:54 p.m. in the principal sum of $986.50. (no attorney listed)

Taxes:

Certificate No.:	963

Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$836.07
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281703310

Owner(s) of Record:
Harold A. Peek by virtue of a Personal Representative's Deed dated October 23, 1993 and recorded October 31, 1993 at 8:38 a.m. in Volume 1322 of Records, Page 680 as Document Number 1394040.

Property Address:
1817 N. 11th Street, Sheboygan WI 53081

Legal Description:
Lot 56, Block 2, Assessment Subdivision No. 11 to the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	979
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$761.18
Date Interest and Penalty Computed:	2/1/2017

Other:
None of Record

PARCEL NO. 59281704330

Owner(s) of Record:
Darryl Alexander Shumate by virtue of a Quit Claim Deed dated January 12, 2016 and recorded February 1, 2016 at 3:10 p.m. as Document Number 2015786.

Property Address:
2011 N. 11th Street, Sheboygan WI 53081

Legal Description:
Lot Twenty (20), Block Two (2), Assessment Subdivision Number Twelve (12), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	981	980
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$344.00	$1,255.65
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281714000

Owner(s) of Record:
Lyle Klemp III, a single person, by virtue of a Warranty Deed dated August 21, 2014 and recorded August 28, 2014 at 2:38 p.m. as Document Number 1991010.

Property Address:
1340 Logan Avenue, Sheboygan WI 53083

Legal Description:
Lot Eight (8), Block Two (2), Neumeister & Oehler Subdivision to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Lyle Klemp in favor Payday Loan Store of Wisconsin Inc, 566 N. Rolling Meadows Drive, Fond du Lac WI 54937, Sheboygan County Circuit Court Case Number 12SC594, entered March 12, 2012 and docketed March 20, 2012 at 12:59 p.m. in the principal sum of $1,614.09. (no attorney listed)

Judgment executed against Lyle Klemp III in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, Irving TX 75038, Sheboygan County Circuit Court Case Number 12SC916, entered April 16, 2012 and docketed April 20, 2012 at 10:55 a.m. in the principal sum of $1,884.99. (Attorney Adam R. Finkel)

Judgment executed against Lyle Klemp III and Tammy Klemp in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc WI 54220, Sheboygan County Circuit Court Case Number 13SC1144, entered May 6, 2013 and docketed May 17, 2013 at 10:54 a.m. in the principal sum of $213.30. (no attorney listed)

Judgment executed against Lyle N Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR60, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR59, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR58, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR57, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $213.10. (no attorney listed)

Judgment executed against Lyle N. Klemp III in favor of Lisa M. Hocking, 2211 S. 15th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 13SC3310, entered January 20, 2014 and docketed February 27, 2014 at 9:26 a.m. in the principal sum of $6,727.50. (no attorney listed)

Judgment executed against Lyle Norman Klemp III and Tammy Lynn Klemp in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc WI 54220, Sheboygan County Circuit Court Case Number 12SC2384, entered October 1, 2012 and docketed October 10, 2012 at 9:56 a.m. in the principal sum of $193.35. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number (no number listed), entered January 8, 2015 and docketed January 8, 2015 at 12:44 p.m. in the principal sum of $200.50. (no attorney listed)

Taxes:

Certificate No.:	1012	1011
Tax Year:	2016	2016
Sale Year:	2017	2017
Principal Sum of Lien:	$93.84	$1,580.32
Date Interest and Penalty Computed:	2/1/2017	2/1/2017

Other:
None of Record

PARCEL NO. 59281718350

Owner(s) of Record:
Richard A. Jakum Estate and Darlene M. Jakum by virtue of a Warranty Deed dated July 31, 1997 and recorded August 6, 1997 at 8:50 a.m. in Volume 1518 of Records, Page 733 as Document Number 1482650.

Property Address:
2601 N. 15th Street, Sheboygan WI 53083

Legal Description:
Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3), Edwin Schaetzer's Subdivision to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:

UCC Financing Statement executed by Richard A. Jakum and Darlene M. Jakum, dba Jakum's Hall, to Norwest Bank Wisconsin NA, 636 Wisconsin Avenue, Sheboygan WI 53082, filed January 22, 1999 at 10:09 a.m.as Document Number 00295396.

UCC Financing Statement Amendment recorded December 15, 2003 at 11:48 a.m. as Document Number 1718425.

UCC Financing Statement Continuation recorded November 14, 2003 at 10:19 a.m. as Document Number 1715436.

UCC Financing Statement Amendment recorded February 27, 2004 at 12:33 p.m. as Document Number 1724663.

UCC Financing Statement Continuation recorded August 20, 2008 at 10:14 a.m. as Document Number 1859274.

UCC Financing Statement Amendment recorded August 21, 2008 at 10:17 a.m. as Document Number 1859349.

UCC Financing Statement Continuation recorded July 29, 2013 at 3:31 p.m. as Document Number 1973182.

UCC Financing Statement Continuation recorded on July 26, 2018 at 11:10 a.m. as Document Number 2060127.

Judgments/Liens:
Judgment executed against Richard A. Jakum in favor of Capital One Bank USA NA, 140 E. Shore Drive 12017-0380, Glen Allen VA 23059, Sheboygan County Circuit Court Case Number 13SC2087, entered August 19, 2013 and docketed August 26, 2013 at 2:53 p.m. in the principal sum of $5,932.92. (Attorney Joseph Robert Johnson)

Judgment executed against Richard Jakum and Darlene Jakum in favor of Great Lakes Roofing Corporation, W194N11095 Kleinmann Drive, Germantown WI 53022, Sheboygan County Circuit Court Case Number (no number listed), entered February 28, 2013 and docketed February 28, 2013 at 1:14 p.m. in the principal sum of $570.12. (no attorney listed)

Taxes:

Certificate No.:	1021
Tax Year:	2016
Sale Year:	2017
Principal Sum of Lien:	$5,194.84
Date Interest and Penalty Computed:	2/1/2017

Other:
Rental Weatherization Stipulation authorization number S072497.

Ordinance dated September 11, 1998 and recorded October 2, 1998 at 10:05 a.m. in Volume 1609 of Records, Pages 788-789 as Document Number 1519698.

Building setbacks as shown on Plat of Edwin Schaetzer's Subdivision; 5-foot Utility Easement on Lot 6 along the East & South lot lines; 5-foot Utility Easement on Lot 7 along the North and East lot lines; 5-foot Utility Easement on Lot 8 along the East lot line; 5-foot Utility Easement on Lot 9 along the East lot line; 5-foot Utility Easement on Lot 10 along the West lot line; 5-foot Utility Easement on Lot 11 along the West lot line; 5-foot Utility Easement on Lot 12 along the West and North lot lines as set forth in Volume 5 of Plats, Page 65.

Will filed for Richard A. Jakum on March 29, 2019, Sheboygan County Circuit Case Number 19WL94.

PARCEL NO. 59282910190

Owner(s) of Record:
John H. Perronne, a single person (Purchaser), by virtue of a Land Contract executed by Harold E. Perronne Family Trust dated February 20, 1995 (Vendor) dated July 22, 2001 and recorded August 3, 2001 at 11:09 a.m. in Volume 1861 of Records, Page 327 as Document Number 1606672.

Property Address:
411 State Street, Sheboygan Falls WI 53085

Legal Description:
Lots 1 and 2, except the West 19.87 feet of Lot 2, of Block 2 of Federwisch Subdivision to the City of Sheboygan Falls.

Mortgages:
None of Record

Judgments/Liens:
State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW369, Warrant Number 59-11964346, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:20 p.m. in the principal sum of $3,184.55. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW370, Warrant Number 59-11945360, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of $2,610.09. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 10TW375, Warrant Number 59-11980338, Type of Tax - Income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of $2,896.57. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW331, Warrant Number 59-11930658, Type of Tax - Sales, entered March 9, 2012 and docketed October 25, 2012 at 7:57 p.m. in the principal sum of $748.28. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW332, Warrant Number 59-11930660, Type of Tax - Sales, entered September 9, 2011 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of $691.60. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW333, Warrant Number 59-11930659, Type of Tax - Sales, entered June 7, 2012 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of $762.12. (no attorney listed)

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 12TW334, Warrant Number 59-11930657,

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
***IN REM.* TO FORECLOSE TAX LIENS**
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Six, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated February 28, 2020, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on February 28, 2020. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including May 1, 2020, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said May 1, 2020, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 28th day of February, 2020.

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 28th day of February, 2020.

Dianne Hohenstern
Dianne Hohenstern, Notary Public
State of Wisconsin
My Commission expires January 8, 2021

DIANNE HOHENSTERN
NOTARY PUBLIC
STATE OF WISCONSIN

Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan WI 53081-3174

II

R. O. No. _____ - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a claim from West Bend Insurance for alleged damages to their insured client's (Roger Rodewald) vehicle when it was stuck by a City of Sheboygan squad car.

_____

CITY CLERK

Finance Personnel

WEST BEND™

THE SILVER LINING™

FEB 20 '20 AM10:22

February 18, 2020

CITY OF SHEBOYGAN
828 CENTER AVE SUITE 205
SHEBOYGAN, WI 53081
ATT MELISSA CLEVENGER

Claim No.:	AM11777
Insured:	RODEWALD AUTOMOTIVE, INC
Date of Loss:	11/27/2019
subject	Notice of Damage Claim

Dear Melissa,

Thank you for send me the forms to complete for a damage claim.

Enclosed is the form along with the police report and estimate for our vehicle damage which was paid by West Bend Insurance and our client Roger Rodewald. We are seeking reimbursement of $12,968.70.

If you need additional information, please send me an email.

Sincerely,

RICHARD ERICH, AIC, INS
CLAIM REPRESENTATIVE
(262) 338-5125 or (800) 236-5010 Extension 5125
Fax: (262) 335-7000
RERICH@WBMI.COM

WB-1271 (03-17)

DATE RECEIVED 2-20-2020 RECEIVED BY Mike

CLAIM NO. 30-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 20 '20 AM10:22

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: West Bend Mutual
2. Home address of Claimant: 1900 S. 18TH Ave. West Bend, WI. 53095
3. Home phone number: 262-338-5125
4. Business address and phone number of Claimant: 1900 S. 18TH Ave. West Bend, WI. 53095
5. When did damage or injury occur? (date, time of day) 11-27-2019
6. Where did damage or injury occur? (give full description) See enclosed Police Report
7. How did damage or injury occur? (give full description) See enclosed Police Report
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: Officer Stephen hit Clmt vehicle while operating a squad car
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous:

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

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

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

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

Auto:	$ 12968.70
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 12968.70

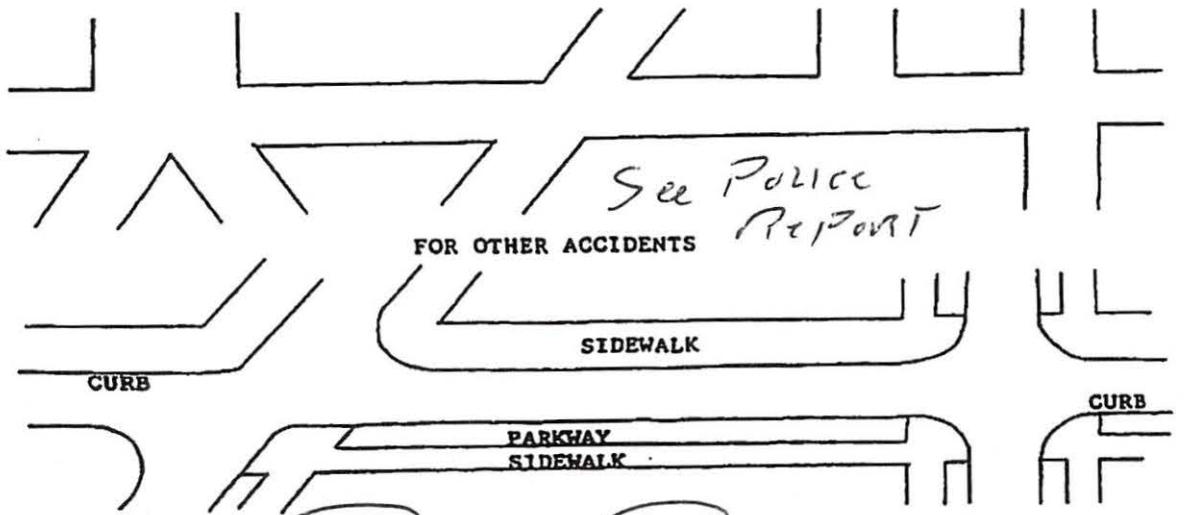
Damaged vehicle (if applicable)

Make: CADILLAC Model: CTS Year: 2014 Mileage: 50,190

Names and addresses of witnesses, doctors and hospitals: See enclosed Police Report

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

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



SIGNATURE OF CLAIMANT Richard Erich DATE 2-18-2020

WEST BEND INSURANCE

DATE RECEIVED 3-11-2020 RECEIVED BY MKC

CLAIM NO. 30-19

CLAIM

Claimant's Name: West Bend Insurance Auto $12968.70

Claimant's Address: 1900 S. 18TH Ave. Property $

West Bend, WI. 53095 Personal Injury $

Claimant's Phone No. 262-338-5125 Other (Specify below) $

TOTAL $12,968.70

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 $12968.70.

SIGNED Richard Erich DATE: 3-4-2020

ADDRESS: West Bend Insurance
1900 S. 18TH Ave. West Bend, WI. 53095

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

WEST BEND™

THE SILVER LINING™

MAR 11 '20 PM 3:16

March 4, 2020

CITY OF SHEBOYGAN
828 CENTER AVE SUITE 205
SHEBOYGAN, WI 53081
ATT MELISSA CLEVENGER

Claim No.:	AM11777
Insured:	RODEWALD AUTOMOTIVE, INC
Date of Loss:	11/27/2019
subject	Notice of Damage Claim

Dear Melissa,

Enclosed is the last page of the claim documentation I sent you on 2-18-2020.

If anything additional is required, please contact me.

Sincerely,

RICHARD ERICH, AIC, INS
CLAIM REPRESENTATIVE
(262) 338-5125 or (800) 236-5010 Extension 5125
Fax: (262) 335-7000
RERICH@WBMI.COM

WB-1271 (03-17)

From: "Erich, Rich" <RErich@WBMI.com>
Date: 12/06/19 10:26:24 AM
To: "PCC Scan Center" <PCCScan@WBMI.com>
Subject: FW: [External] Fwd: Report S19-19461 claim # AM11777
Attachments: s19-19461.pdf

From: Roger Rodewald <rodewaldauto@gmail.com>
Sent: Wednesday, December 4, 2019 10:00 AM
To: Erich, Rich <RErich@WBMI.com>
Subject: [External] Fwd: Report S19-19461

---------- Forwarded message ---------
From: **Erica Fink** <erica.fink@sheboygancounty.com>
Date: Tue, Dec 3, 2019 at 3:31 PM
Subject: Report S19-19461
To: <rodewaldauto@gmail.com>

Good Afternoon,

Here is the rest of the report you requested earlier. Please let me know if you need anything else.

Have a nice night!

Erica

--
Erica Fink
Secretary II
Sheboygan County Sheriff's Office
525 North 6th St
Sheboygan WI 53081
920-459-4355

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT

Incident S19-19461

C19-23344

Nature: ASSIST

Address: N 6TH ST & PENNSYLVANIA AVE SHEBOYGAN WI 53081

Location: N32

Offense Codes: 9805
Received By: ZINKEL, ERIC **How Received:** O **Agency:** SCSD
Responding Officers: BLODGETT, A, NORLANDER, C
Responsible Officer: NORLANDER, C **Disposition:** CLO 11/27/19
When Reported: 13:01:01 11/27/19 **Occurred Between:** 13:01:01 11/27/19 and 13:01:01 11/27/19

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant:
Last: **First:** **Mid:**
DOB: **/**/** **Dr Lic:** **Address:**
Race: **Sex:** **Phone:** **City:** ,

Offense Codes

Reported:

Observed: 9805 ASSIST OUTSIDE AUTHORITY

Additional Offense: 9805 ASSIST OUTSIDE AUTHORITY

Circumstances

Responding Officers:	**Unit :**
BLODGETT, A	S037
NORLANDER, C	S221

Responsible Officer: NORLANDER, C
Received By: ZINKEL, ERIC
How Received: O OFFICER ON VIEW
When Reported: 13:01:01 11/27/19
Judicial Status:

Agency: SCSD
Last Radio Log: 14:46:08 11/27/19 CMPLT
Clearance: RTF REPORT TO FOLLOW
Disposition: CLO **Date:** 11/27/19
Occurred between: 13:01:01 11/27/19

Misc Entry: **and:** 13:01:01 11/27/19

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description	
12/02/19	Law Incident	INTERNAL INVEST C19-23344	Related Incident
12/03/19	Name	STEPHEN, CHRISTOPHER ERNST	Driver
12/03/19	Name	WAGNER, KYLE RYAN	Passenger
12/03/19	Name	RODEWALD, MIRIAM SUSANNE	Driver
12/03/19	Vehicle	RED 2014 CADI CTS PREM WI	Vehicle
11/27/19	Cad Call	13:01:01 11/27/19 ASSIST	Initiating Call

Narrative

INVESTIGATIVE REPORT

Date: 11-27-19

Time (approximately): 1243 hours

Location: N. 6th Street at the alley entrance between Center Avenue and Pennsylvania Avenue

Village/Township: City of Sheboygan

Captain Corey Norlander

On the above listed date and time, I, Captain Corey Norlander, walked from the Sheriff's Department to a crash involving a Sheboygan Police Department squad on N. 6th Street at the alley that leads into the Sheriff's Department, between Pennsylvania Avenue and Center Avenue.

RESULT: As a result of this investigation, I completed a crash report in TraCS, and am continuing to look into the incident.

Squad video: No
Follow up to come: Yes
Was interview video recorded: No (Squad video/LEC Interview Room/DC
Handheld Olympus Audio Recording: No
Digital Photos: Yes, by Sheboygan Police Department Sergeant Schmitt
Surveillance Video: Yes, from Sheriff's Department
Phone/Computer Examination: No
Written Statements: Yes
Forms Distributed: No

Has a suspect been arrested? No
Was the suspect armed when arrested? No If yes indicated weapon type:

Was force needed to make the arrest: No

Were DRUGS a factor in this incident: No
Was ALCOHOL a factor in this incident: No
Was this a computer facilitated crime: No

During the course of this investigation I identified the following:

OPERATOR OF UNIT #1: Officer Christopher E. Stephen, Sheboygan Police Department.

PASSENGER OF UNIT #1: Officer Kyle R. Wagner, Sheboygan Police Department.

OPERATOR OF UNIT #2: Miriam S. Rodewald, [redacted] telephone number 920-457-7157.

WITNESS: Peter R. Mayer, [redacted] elephone number 920-980-8241, and office address 502 N. 6th Street, Sheboygan, Wisconsin.

VEHICLE/UNIT #1: 2015 Ford Explorer, Police Intercepter Sport Utility Vehicle, black in color, bearing Wisconsin Official plate EV635, and VIN [redacted] This vehicle is registered to the City of Sheboygan.

VEHICLE/UNIT #2: 2014 Cadillac CTS, four door, red in color, bearing Wisconsin registration MIRIAMR, registered to Roger and Miriam Rodewald, with VIN [redacted]

NARRATIVE: Mon Dec 02 13:56:44 CST 2019/S228LKW

On the above date, I had been monitoring numerous police channels on my police radio in my office at the Sheriff's Department, when I had been overhearing Sheboygan Police officers attempting to apprehend a female student that fled a school on the west side of the city. That officer requested assistance in attempting to apprehend this female, and I observed two Sheboygan Police officers leave the department past my office quickly to go and assist.

Very shortly thereafter, I heard that officer, who I recognized as being Officer Stephen, call out that he had been in a crash with his squad at 6th Street and Pennsylvania Avenue.

I walked out of the building and observed the crash had occurred at the alley entrance leading to the Sheriff's Department. Officer Stephen was operating a black unmarked Ford Explorer squad bearing Official EV635, and was westbound in the alley. Officer Kyle Wagner was a front-seat passenger. That vehicle had proceeded out of the alley westbound, which is against traffic (since this is a one-way alley eastbound) and as it entered the northbound traffic lane, it was struck by the red Cadillac bearing MIRIAMR. That vehicle was operated by Miriam Rodewald, who was the only occupant. I observed the red and blue lights on in the squad, but there was no siren operating at the time I was outside.

I met with the three, and Officers Stephen and Wagner were complaining about pains, but not requesting an ambulance. Mrs. Rodewald was denying any injury.

I assisted with traffic direction, as N. 6th Street was effectively closed by the positioning of the damaged squad, taking a position at N. 6th Street and Center Avenue diverting traffic. I then observed a barricade indicating "Road Closed to Through Traffic" sitting on the corner, and dragged that into the intersection to close the roadway.

At that point, Sergeant Ryan Schmitt had arrived from the Sheboygan Police Department and asked if we would be willing to write the crash. I volunteered to handle this personally.

I took all of the appropriate information for the crash report, and in doing so spoke with all of the persons. Officer Stephen advised he and Officer Wagner had been in dispatch, and it was relayed to him that Officer Huibregtse was fighting with someone and another person was fleeing from him. He and Officer Wagner then quickly left dispatch to go and assist. Officer Stephen said he was not monitoring the radio transmissions as they were occurring.

Officer Stephen said he got into his squad, started heading westbound in the alley, which is the driveway to the Sheriff's Department, and turned on his lights and siren. Officer Stephen said he looked both directions, but pointed out two parked vehicles on the east side of N. 6th Street which blocked his view of the northbound car. There was a pickup truck and another vehicle parked legally in the parking lane for northbound N. 6th Street, just south of the alley entrance.

Officer Stephen said he then proceeded to turn left or southbound onto N. 6th Street, and was immediately struck by the red vehicle. Officer Stephen was complaining of pain, but did not request medical transport.

I spoke with Officer Wagner, who stated he quickly got into the vehicle and had not gotten his seat belt on yet, as the squad was being driven out of the alley. He was complaining of neck and shoulder pain as a result of the crash, but did not request transport.

I spoke with Mrs. Rodewald, who advised she was northbound and suddenly the squad was in front of her, and she had no time to do anything and struck the vehicle. She was denying any injury, and denied any medical transport.

Sergeant Dassler contacted me and advised he had located surveillance video coverage on two cameras that caught the crash, and he had downloaded those portions of video and saved them for my access and review for this investigation. At the time of this report, I have not had an opportunity to review that video.

Sergeant Schmitt advised he had taken photographs of the crash already, and would submit those under our case number related to this crash.

I located Peter R. Mayer, who was on the west side of N. 6th Street and witnessed the crash. Mayer agreed to write a written statement for me, and he stopped at the Sheriff's Department a short time later and wrote a two-page written statement for me. The body of that written statement reads as follows:

"I had exited my office building at 502 N. 6th Street in the City of Sheboygan shortly after noon on Wednesday, November 27, and was going the the office building immediately north of my building. When I was on the public sidewalk between the buildings, I heard a siren and looked to the street. I saw a police vehicle with lights and siren entering 6th Street the wrong way from a one-way alley south of the sheriff's department building. In my peripheral vision, I also saw a reddish/maroon car traveling north on 6th Street located halfway between the intersection of 6th Street and Pennsylvania Avenue and the alley. The reddish/maroon car was traveling at a normal speed after leaving the intersection but appeared to already be too close to the alley to both recognize that the siren was on a vehicle traveling the wrong way and apply brakes. The police vehicle entered the intersection but was struck before turning left to travel south. My judgement on speed of the reddish/maroon vehicle is based on a consistent rate of speed before the brakes were applied and the distance traveled from the halfway point between the intersection and the alley. I did not observe the police car's location before the siren was turned on. But, it was very close to the street since when I looked on hearing the siren, the police car had crossed the sidewalk. The police car was not traveling at a high rate of speed. I saw two officers in the vehicle and only a driver in the reddish/maroon car. The driver, an older woman, appeared to be very nervous. I waited until the officers exited the vehicle, then I asked if everyone was okay. When the first officer, driving said "yes". I offered my business card as a witness. The officers exited when another person approached the driver's window of the police car." This is the end of the written statement.

I did complete a crash report related to this incident under this complaint number. There is also a related Sheboygan Police Department assist complaint under C19-23344.

Further follow up will be completed after I have a chance to review all of this information, including the surveillance video.

Supplement

On Monday, December 2, 2019, I, Captain Norlander, reviewed the surveillance video Sgt. Dassler had previously downloaded related to this. The crash is seen in part on two different parking lot cameras. The cameras only record every few seconds, so the video is not truly real time, but provides a fair representation of what occurred.

The video is visual only, with no audio, so there is no ability to determine from the video when the siren is turned on.

Officer Stephen's unmarked squad is seen travelling west, the wrong way, in the alley with emergency red and blue lights on. Vehicles in our south parking lot and two pickup trucks parked on the street create visual obstructions for both operators. Officer Stephen does not appear to stop and look before pulling into the NB traffic lane of N. 6th St.

Under normal circumstances, the vehicle entering N. 6th St. should be the vehicle required to yield the right of way (though this is the wrong way on a one way at this particular intersection). Witness Peter Mayer states that he looks at the squad when he hears the siren, and the squad is already entering N. 6th St. at that time. (It should be noted that you can see Mayer walking on the west side walk in the video.) Officer Stephen's operating in emergency mode, particularly for this short distance as he is entering the traffic lane, should not reasonably transfer the yield requirement to Mrs. Rodewald. It is my opinion Officer Stephen did not use due regard in entering N. 6th St, which is a requirement when operating in emergency mode (346.19(2)). There is, however, no corresponding traffic violation for failing to operate with due regard, and therefore, I am notifying the Sheboygan Police Department that this should be handled internally.

I spoke with Captain Veeser about this, and he stated Sgt. Kuszinski is investigating.

Copies of the report and video will be provided to Sgt. Kuszinski at the request of Captain Veeser.

Vehicles

Vehicle Number: 136927

License Plate: MIRIAMR **License Type:** AUTO AUTOMOBILE
State: WI **Expires:** **/**/**
Vehicle Year: 2014 **VI** [redacted]
Make: CADI CADILLAC **Model:** CTS PREM
Color: RED / **Doors:** 0
Vehicle Type: **Value:** $0.00

Owner:
Last: RODEWALD **First:** MIRIAM **Mid:** SUSANNE
DOB [redacted] **Dr Lic:** [redacted] **Addres** [redacted]
[redacted] **Phone:** (920)457-7157 **City** [redacted]

Agency: SCSD SHEBOYGAN COUNTY SHERIFFS DEPT **Date Recov/Rcvd:** **/**/**
Officer: NORLANDER, C **Area:**
UCR Status: **Wrecker Service:**
Local Status: TA TRAFFIC ACCIDENT **Storage Location:**
Status Date: 12/03/19 **Release Date:** **/**/**
Comments:

Name Involvements:

Passenger : 147274
Last: WAGNER **First:** KYLE **Mid:** RYAN

DOB [redacted] **Dr Lic** [redacted] **Address:** [redacted]

[redacted] **Phone:** (920)207-5078 **City:** [redacted]

Driver : 102516

Last: STEPHEN **First:** CHRISTOPHER **Mid:** ERNST

[redacted] **Dr Lic** [redacted] **Address:** [redacted]

[redacted] **Phone:** (920)459-3333 **Ci** [redacted]

Driver : 249485

Last: RODEWALD **First:** MIRIAM **Mid:** SUSANNE

[redacted] **Dr Lic** [redacted] **Address** [redacted]

[redacted] **Phone:** (920)457-7157 **C** [redacted]

RODEWALD AUTOMOTIVE

1619 Calumet Drive
Sheboygan, WI 53081
(920)457-5587

Accident Report

claim AM 11777

8 Pages
incl cover

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S19-19461

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

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Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			CAPTAIN C. NORLANDER

Crash Date	Crash Time	Date Arrived	Time Arrived
11/27/2019	12:42 PM	11/27/2019	12:44 PM

Date Notified	Time Notified	Total Units	Total Injured	Total Killed
11/27/2019	12:43 PM	02	02	00

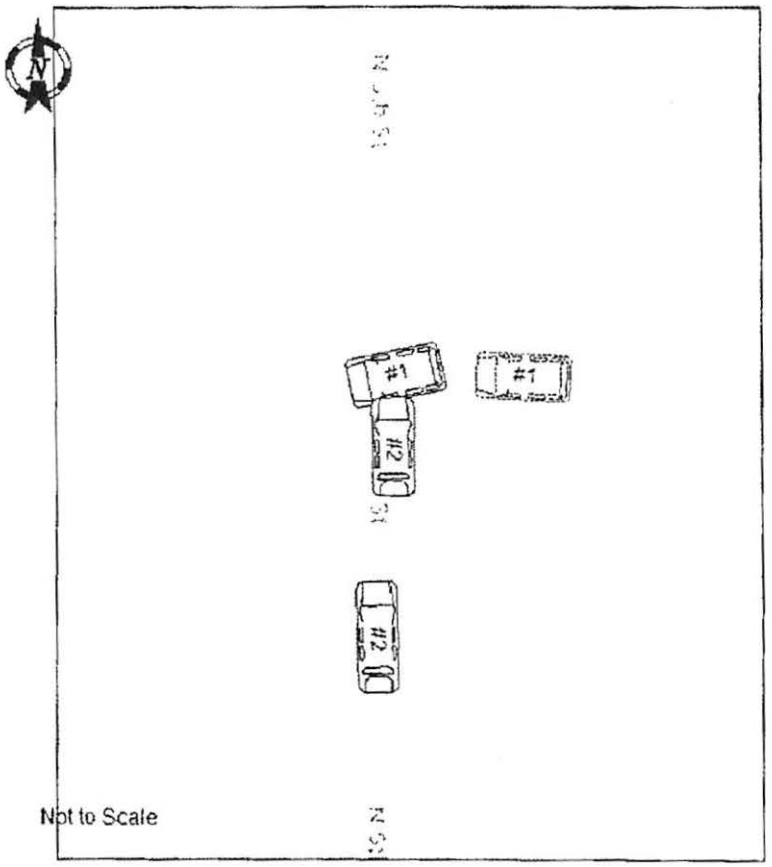
☑ On Emergency	☐ Hit and Run	☑ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related	Tags
		NO	

☑ Reportable	Crash Type	☐ Amended	☐ Secondary Crash
	DT4000 (STANDARD CRASH)		

Description

Diagram



Reconstruction By

Photos By
SGT. RYAN SCHMIDT

Additional Information
PHOTOS, WITNESS STATEMENTS, SURVEILLANCE VIDEO

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1 IS AN UNMARKED POLICE SQUAD. OPERATOR AND PASSENGER OF UNIT 1 WERE LEAVING THE SHERIFF'S OFFICE TO RESPOND TO AN EMERGENCY CALL. OPERATOR OF UNIT 1 WENT WB THE WRONG WAY IN A ONE WAY ONLY ALLEY. THERE WERE TWO UNINVOLVED PARKED VEHICLES ON THE EAST SIDE OF THE STREET THAT BLOCKED VISIBILITY FOR THE OPERATOR OF UNIT 1 TO SEE SOUTH. OPERATOR OF UNIT 1, WITH EMERGENCY LIGHTS AND SIREN IN OPERATION, ENTERED THE PATH OF NB UNIT 2. OPERATOR OF UNIT 2 DID NOT SEE OR HEAR UNIT 1 UNTIL UNIT 1 ENTERED UNIT 2'S PATH. UNIT 2 STRUCK UNIT 1.

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

Location

ON N 6TH ST 198 FT S OF CENTER AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.750329781	Longitude -87.709609655
	X Coordinate 442869.59375	Y Coordinate 4844388
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY
Manner of Collision 08--FRONT TO SIDE	Light Condition DAYLIGHT
Road Surface Condition(s) WET	Roadway Factor(s) VISIBILITY OBSCURED
Environment Factor(s) NONE	
Weather Condition(s) CLOUDY	
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL / Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION-RELATED	FOUR-WAY INTERSECTION

Closure Type CLOSURE-ONE DIRECTION		Reasons for Closure LAW ENFORCEMENT	
Date Initial Lane/Rd Closed 11/27/2019	Time Initial Lane/Rd Closed 12:42 PM		
Date All Lanes Open 11/27/2019	Time All Lanes Open 01:15 PM	Date Scene Cleared 11/27/2019	Time Scene Cleared 01:15 PM

Unit Summary

UNIT 01

Unit Status ON EMERGENCY		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type POLICE EMERGENCY				Operating As Endorsements
Total Occs 2	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel WESTBOUND	Pre CrashTire Mark	Speed Limit N/A	Total Lanes 1
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use EMERGENCY OPERATION, EMERGEN
Traffic Way ONE-WAY TRAFFIC		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL
Truck Bus or HazMat NO				

Vehicle

01 01

License Plate Number E5635	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8AR5FGC27370	Make FORD	Year 2015	Model EXPLORER P

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 01 VEHICLE 01

Color: BLK - BLACK	Body Style: LL - CARRYALL	Bus Use: NOT A BUS
Initial Contact Point: 11--LEFT FRONT CORNER	Vehicle Damage: 10--LEFT SIDE FRONT, 11--LEFT FRONT CORNER, 12--FRONT	
Extent Of Damage: DISABLING DAMAGE		
Towed Due To Damage: TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By: RITEWAY TOWING	
What Driver Was Doing: LEFT TURN	Vehicle Factors: NOT APPLICABLE	
Driver Prior Action Other		

UNIT 01 VEHICLE 01

Driver Actions: FAILED TO YIELD RIGHT-OF-WAY, DISREGARDED OTHER TRAFFIC CONTROL , WRONG SIDE OR WRONG WAY, LOOKED BUT DID NOT SEE

Owner Name: CITY OF SHEBOYGAN (920) 459-3333	Owner Address: 1315 N 23RD ST SHEBOYGAN, WI 53081 , US

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event	
03 Event	
04 Event	

UNIT Policy Holder

Insurance Company: CVMIC	Government: CITY OF SHEBOYGAN

UNIT INDIVIDUAL Individual

Driver: CHRISTOPHER ERNST STEPHEN	Citations Issued: 0	Sex: MALE
	Date of Birth: 11/07/1986	Race: WHITE
Address: 1315 N 23RD ST SHEBOYGAN, WI 53081 , US	Driver License Number: S3151058640701 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

	On Duty Crash: POLICE	Safety Equipment: SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY		
Helmet Use		Helmet Compliance
Eye Protection		Tint Compliance

01 001 Injury

	Injury Severity: POSSIBLE INJURY	Airbag: NON DEPLOYED

Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier	EMS Run #

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S19-19461

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 01 — INDIVIDUAL 001

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source	
NOT APPLICABLE (NOT DISTRACTED)	

Distracted By Action
NOT DISTRACTED

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

UNIT 01 — INDIVIDUAL 002

Individual

Passenger	Citations Issued	Sex
KYLE RYAN WAGNER	0	MALE
	Date of Birth	**Race**
	11/14/1987	WHITE

Address	Driver License Number
1315 N 23RD ST SHEBOYGAN, WI 53081 , US	W2565168741400 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
POLICE	NONE USED - VEHICLE OCCUPANT

Seat Position	
3--FRONT SEAT-RIGHT SIDE (TRAIN ENGINEER	
Helmet Use	Helmet Compliance
Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
POSSIBLE INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

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S19-19461

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT / INDIVIDUAL — 01 / 002

Distracted By	Distracted By Source	
	Distracted By Action	
Non Motorist	Striking Unit #	Location
	Prior Action	
	Action	
	Action Other	To/From School
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO
	Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type / Alcohol Test Results
	Drug Test Given: TEST NOT GIVEN	Drug Test Type / Drug Test Results
	Drug Type	
	Individual Condition: APPEARED NORMAL	

Unit Summary

UNIT — 02

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: PASSENGER CAR				Operating As Endorsements
Total Occs: 1	Train/Bus # Recorded	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: NORTHBOUND	Pre CrashTire Mark	Speed Limit: 25	Total Lanes: 2
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: TWO-WAY, NOT DIVIDED		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

Vehicle

02 / 02

License Plate Number: MIRIAMR	Plate Type: AUT - AUTOMOBILE	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 1G6AZ5SX7E0188155	Make: CADILLAC	Year: 2014	Model: CTS PREMIU
Color: RED - RED	Body Style: 4D - 4DR		Bus Use: NOT A BUS
Initial Contact Point: 12--FRONT			

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WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 02 VEHICLE

Extent Of Damage: FUNCTIONAL DAMAGE	Vehicle Damage: 12--FRONT
Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: NO CONTRIBUTING ACTION	
Owner Name: MIRIAM SUSANNE RODEWALD (920) 457-7157	Owner Address: 4309 N 50 ST SHEBOYGAN, WI 53083 , US

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

Policy Holder

Insurance Company: WEST-BEND-MUTUAL-INS-CO	Individual: MIRIAM RODEWALD

UNIT 02 INDIVIDUAL

Individual

Driver: MIRIAM SUSANNE RODEWALD (920) 457-7157	Citations Issued: 0	Sex: FEMALE
	Date of Birth: 06/11/1947	Race: WHITE
Address: 4309 N 50 ST SHEBOYGAN, WI 53083 , US	Driver License Number: R3435574771107 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash:	Safety Equipment: SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	
Helmet Use:	Helmet Compliance:
Eye Protection:	Tint Compliance:

Injury

003

Injury Severity: NO APPARENT INJURY	Airbag: NON DEPLOYED	
Ejected: NOT EJECTED	Ejection Path: NOT EJECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

G8L1BZLVP5
S19-19461

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN COUNTY SHERIFFS DEPT
525 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
(920) 459-3112

UNIT 02 — INDIVIDUAL 003

Distracted By	Distracted By Source: **NOT APPLICABLE (NOT DISTRACTED)**		
	Distracted By Action: **NOT DISTRACTED**		
Non Motorist	Striking Unit #:	Location:	
	Prior Action:		
	Action:		
	Action Other:	To/From School:	
Drug & Alcohol	Suspected Alcohol Use: **NO**	Suspected Drug Use: **NO**	
	Alcohol Test Given: **TEST NOT GIVEN**	Alcohol Test Type:	Alcohol Test Results:
	Drug Test Given: **TEST NOT GIVEN**	Drug Test Type:	Drug Test Results:
	Drug Type:		
	Individual Condition: **APPEARED NORMAL**		

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY SUPPLEMENT 5 *****

RO# 915090

11/27/2019 03:02 PM
S5 02/03/2020 03:50 PM

Owner

Owner: ROGER RODEWALD
Address: 4309 NORTH 50TH. STREET
City State Zip: Sheboygan, WI 53083

Home/Evening: (920)457-7157
Cell: (920)627-4490
FAX:

Control Information

Claim # : AM11777-1
Loss Date/Time: 11/27/2019
Deductible: $1,000.00

Insured Policy # :
Loss Type: Collision

Ins. Company: WEST BEND INSURANCE
Company Contact: RICH ERICH
Address:
Email: rerich@wbmi.com

Work/Day: (262)338-5125x5125

Inspection

Inspection Date: 11/27/2019 03:00 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Front
Driveable: No

Inspection Type: Direct Repair Program
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

Secondary Impact:
Rental Assisted: No

First Contact Date/Time: 11/27/2019 03:00 PM

Appointment Date/Time:

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081

Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Orig Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081

Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repair Start Date/Time: 12/20/2019
Repair Complete Date/Time: 01/09/2020

Vehicle Drop Off Date/Time: 11/27/2019
Vehicle Pick Up Date/Time: 01/10/2020 02:19 PM

Target Complete Date/Time: 01/09/2020 **Days To Repair:** 14

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:

Vehicle

OEM Part Price Quote ID: 59176412

2014 Cadillac CTS 2.0T Premium 4 DR Sedan
4cyl Gasoline Turbo 2.0
6-Speed Automatic

Lic.Plate:	MIRIAMR	**Lic State:**	WI
Lic Expire:		**VIN:**	1G6AZ5SX7E0188155
Prod Date:	05/2014	**Mileage:**	50,190
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	T3243C
Ext. Color:	CAUGHT RED HANDED MET	**Int. Color:**	Jet Black w/Jet Black Accents
Ext. Refinish:	Three-Stage User Defined	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	132X,G7E	**Int. Trim Code:**	H2U

Options - ***AudaVIN Information Received***

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	Adaptive Cruise Control	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Auto-Leveling Headlamps	Automatic Dimming Mirror	Bose Sound System
Bucket Seats	Cargo/Trunk Mat	Cargo/Trunk Net
Center Console	Climate Cntrl Frnt Seats	Collision Avoidance Sys
Cross Traffic Alert	Cruise Control	Daytime Running Lights
Driver Information Sys	Driver Seat Memory	Dual Airbags
Dual Power Seats	Dual Pwr Lumbar Supports	Floor Mats
Fwd. Collision Alert	Garage Door Opener	Head Airbags
Heads-Up Display	Heated Frnt & Rear Seats	Heated Power Mirrors
Heated Steering Wheel	High Definition Radio	High Intensity Headlamps
Illuminated Visor Mirror	Intelligent Parking Asst	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
Knee Air Bags	Lane Departure Alert	Leather Seats
Lighted Entry System	MP3 Decoder	Magnetic Ride Control
Mirror(s) Memory	Navigation System	OnStar System
Overhead Console	Paddle Shifter	Parking Assist System
Polished Alloy Wheels	Power Brakes	Power Door Locks
Power Rear Sunshade	Power Steering	Power Sunroof
Power Trunk (open/close)	Power Windows	Pwr Accessory Outlet(s)
Pwr Tilt/Tele. Str Wheel	Rain-Sensing W/S Wipers	Rear Collisn Mitigation
Rear Side Wndw Sunshades	Rear View Camera	Rear Window Defroster
Remote Starter	Safety Alert Seat(s)	Side Airbags
Side Blind Zone Warning	SiriusXM Satellite Radio	Special Factory Paint
Split Folding Rear Seat	Sport Suspension	Stability Cntrl Suspensn
Steering Linked Headlmps	Strg Wheel Radio Control	Theft Deterrent System
Three Zone Climate Ctrl	Tinted Glass	Tire Pressure Monitor
Traction Control System	USB Audio Input(s)	Wheel Locks
Wireless Audio Streaming	Wireless Phone Connect	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R

Front Bumper										
1	OE	6	#	Cover,Front Bumper # = 01, 46	Replace PXN OE Srpls	$783.57			2.8	SM
2	L	6	14	Cover,Front Bumper	Refinish 2.8 Surface 1.0 Three-stage setup 1.0 Three-stage				4.8	RF
3	OE	5	46	Reinf,Front Bumper Aluminum	Replace PXN OE Srpls	$289.91			2.9	SM
4	L	5		Reinf,Front Bumper	Refinish 0.7 Surface 0.1 Two-stage				0.8	RF
5	E	118		Rivet,Front Bumper Quantity of 4 @ $4.44 each	11516936 GM Part	$17.76				SM
6	E	20	46	Grille,Frt Bmpr Cvr	22806410 GM Part	$166.79			INC	SM
7	RI	35		Sensor,Blind Spot LT	R & I Assembly				INC	SM
8	E	36		Sensor,Blind Spot RT	84112235 GM Part	$345.09		S3	INC	SM
9	L	14		Prep Raw Frt Bmpr Cvr	Refinish 0.6 Surface				0.6	RF
10	RI	1043		Snsr, Obstacle Warning LT	R & I Assembly				INC	SM
11	RI	1044		Snsr, Obstacle Warning RT	R & I Assembly				INC	SM
12	RI	1127		Snsr, Obstacle Warning LT	R & I Assembly				INC	SM
13	RI	1128		Snsr, Obstacle Warning RT	R & I Assembly				INC	SM
14	RI	1379		Brkt,Obstacle Snsr LT	R & I Assembly				INC	SM
15	RI	1380		Brkt,Obstacle Snsr RT	R & I Assembly				INC	SM
16	RI	1381		Brkt,Obstacle Snsr LT	R & I Assembly				INC	SM
17	RI	1382		Brkt,Obstacle Snsr RT	R & I Assembly				INC	SM
18	OE	17	46	Filler,Front Bumper RT	Replace PXN OE Srpls	$75.00			INC	SM
19	E	21	46	Cover,Tow Hook Access	22934288 GM Part	$49.49				SM
20	L	21		Cover,Tow Hook Access	Refinish 0.1 Surface				0.1	RF
21	E	26		Panel,Frt Bmpr License	23468245 GM Part	$45.13			0.2	SM
22	OE	7	49	Absorber,Front Bumper	Replace PXN OE Srpls	$111.04			INC	SM
23	OE	18	46	Absorber,Front Bumper	Replace PXN OE Srpls	$139.33			INC	SM
24	E	23		Brkt,Front Bumper Mtg LT	23180173 GM Part	$21.40			INC	SM
25	E	24		Brkt,Front Bumper Mtg RT	23180174 GM Part	$21.40			INC	SM
26	E	1019		Brkt,Front Bumper Mtg LT	23188918 GM Part	$47.25			INC	SM
27	E	1020	46	Brkt,Front Bumper Mtg RT	23188919 GM Part	$49.95			INC	SM
Front End Panel And Lamps										
28	UE	28	46	Grille Assembly >> JOHN PAUL'S	Replace OE Surplus	$1,133.05*		S2	0.4	SM
29	E	31	49	Base,Grille Ornament	22803727 GM Part	$39.48			0.5	SM
30	E	34	46	Moulding,Grille	22881298 GM Part	$300.37			INC	SM
31	L	34		Moulding,Grille	Refinish 0.5 Surface 0.2 Three-stage				0.7	RF
32	E	38	46	Emblem,Grille	22782410 GM Part	$75.19			INC	SM
33	E	39	46	Emblem,Grille	20971940 GM Part	$75.19			INC	SM
34	OE	41	46	Headlamp Assy,Xenon LT	Replace PXN OE Srpls	$1,211.21		S3	0.2	SM
35	OE	42	46	Headlamp Assy,Xenon RT	Replace PXN OE Srpls	$1,211.21			0.2	SM
36	N	973		Headlamps Aim	Additional Labor				0.4	SM
Radiator Support										
37	E	77		Adapter,Grille Supt	23186536 GM Part	$56.42			INC	SM
38	E	79	46	Crsmbr,Rad Panel Upr	23433392 GM Part	$437.21			7.2	SM
39	L	79		Crsmbr,Rad Panel Upr	Refinish 0.9 Surface 0.2 Two-stage				1.1	RF
40	E	29	46	Brace,Radiator Panel LT	84053415 GM Part	$14.84			INC	SM
41	E	30	46	Brace,Radiator Panel RT	84053415 GM Part	$14.84			INC	SM

42	E	78		Cover,Rad Supt Panel	23264364 GM Part	$167.85		INC	SM
43		1039	46	Label,Radiator Support	Replace OEM	INC			SM
44	E	1180		Ret,Rad Mtg Pnl Seal Quantity of 4 @ $5.24 each	11589289 GM Part	$20.96			SM
45	E	1196		Ret,Rad Mtg Pnl Seal Quantity of 2 @ $5.99 each	11561269 GM Part	$11.98			SM
46	E	833	46	Baffle,Radiator Panel LT	22753185 GM Part	$49.32		INC	SM
47	E	834	46	Baffle,Radiator Panel RT	22881299 GM Part	$49.32		INC	SM
48	RI	81		Airbag Sensor,Front LT	R & I Assembly			INC	ME
49	RI	82		Airbag Sensor,Front RT	R & I Assembly			INC	ME
50	E	96		Brkt,Cruise Control	22821269 GM Part	$43.60	S3	INC	ME
51	RI	89		Module,Cruise Control	R & I Assembly			INC	ME
Cooling And Air Conditioning									
52	E	1907		Brkt,Radiator Mounting	23473171 GM Part	$50.33	S3	INC	SM
53	N	987		A/C Evac Rechrg & Rcvr	Additional Labor			1.8	SM*
Front Body And Windshield									
54	EP	100		Panel,Hood Aluminum	Replace PXN	$863.83		1.1	SM
55	L	100		Panel,Hood	Refinish 3.0 Surface 1.2 Edge 1.1 Three-stage 0.2 Two-stage			5.5	RF
56	E	88		Latch,Hood Panel >> #84053839	84145128 GM Part	$41.02*		INC	SM
57	E	84	46	Hinge,Hood Panel LT	22784834 GM Part	$115.24		0.8	SM
58	L	84		Hinge,Hood Panel LT	Refinish 0.3 Surface 0.1 Two-stage			0.4	RF
59	E	85	46	Hinge,Hood Panel RT	22784835 GM Part	$115.24		0.5	SM
60	L	85		Hinge,Hood Panel RT	Refinish 0.3 Surface 0.1 Two-stage			0.4	RF
61	RI	86		Pad,Insulator Hood	R & I Assembly			0.4	SM
62	RI	1134		Shield,Hood Heat LT	R & I Assembly			INC	SM
63	RI	1135		Shield,Hood Heat RT	R & I Assembly			INC	SM
64	RI	119		W/Strip,Hood Panel	R & I Assembly			INC	SM
65	E	95	01	Label,Hood	22878734 GM Part	$5.99		0.1	SM
66	E	120	46	Label,Hood	19354745 GM Part	$33.61		0.1	SM
67	E	1042		Label,Hood	24258938 GM Part	$17.09		0.1	SM
68	I	103		Fender,Front LT	Repair		S3	2.0*	SM
69	L	103		Fender,Front LT	Refinish 2.0 Surface 0.7 Three-stage		S3	2.7	RF
70	BR	104		Fender,Front RT	Blend Refinish 0.7 Blend 0.7 Three-stage			1.4	RF
Front Body Interior Sheetmetal									
71	EP	721		Skirt,Inner Fender RT >> JOHN PAULS CHEVY (800) 236-7901 >> 3615 SOUTH 108TH ST >> GREENFIELD, WI, 53228	Replace PXN	$83.88	S3	INC	SM
72	E	1803	46	Shield,Engine Lower	23480702 GM Part	$157.22		0.4	SM*
Dashboard And Components									
73	I	61		Scan,Pre-Repair	Repair			0.3*	ME
74	I	62		Scan,Post-Repair	Repair			0.3*	ME
Manual Entries									
75	EC	M03		Flex Additive	Replace Economy	$6.00*			RF

76	L	M17	Cover Car Exterior	Refinish	$5.00*			RF
77	I	M18	Set-Up And Measure	Repair			2.0*	SM
78	SB	M60	Hazardous Waste Removal	Sublet Repair	$5.00*			SM
79	I	M64	Unibody-Frame Alignment	Repair		S3	3.0*	FR
80	P		Final Bill	Check		S3		SM
			>> VEHICLE COMPLETED 1/9/2020					
81	SB		CALIBRATE FORWARD CAMERA	Sublet Repair	$125.00*	S3		SM*
			>> SHEBOYGAN CHEV. SERVICE / RO#919573					

81 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
14	INCLUDES 1.0 HOURS FIRST PANEL THREE-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts			$2,656.57	
OE Surplus Parts			$4,954.32	
Other Parts			$958.71	
Paint & Materials	18.5 Hours @	$40.00	$740.00	
Parts & Material Total				$9,309.60
Tax on Parts & Material	@	5.500%		$512.03

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$60.00	17.9	6.2	24.1	$1,446.00
Mech/Elec (ME)	$120.00		0.6	0.6	$72.00
Frame (FR)	$75.00		3.0	3.0	$225.00
Refinish (RF)	$60.00	18.5		18.5	$1,110.00

Labor Total		46.2 Hours		$2,853.00
Tax on Labor	@ 5.500%		$156.92	
Sublet Repairs			$130.00	
Tax on Sublet	@ 5.500%		$7.15	
Gross Total				**$12,968.70**
Less: Deductible				$1,000.00-
Net Total				**$11,968.70**
Less: Previous Net Total				$11,968.70-
Net Supplement Total				**$0.00**

Alternate Parts Y/00/00/00/00/00 CUM 27/02/00/25/22 Zip Code: 53081 Default
OEM Part Prices DT 11/27/2019 03:02 PM EstimateID 629060572171739136 QuoteID 59176412
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.643 S5 02/03/2020 03:55 PM REL 8.0.643 DT 04/01/2019 DB 08/01/2019
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
4.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S THREE-STAGE REFINISH FORMULA.

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

Op Codes

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

Audatex
a Solera company

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*** SUPPLEMENT RECONCILIATION ***

Supplement S5

Claim # : AM11777-1
File # :
Insured:
Owner Name: ROGER RODEWALD
Appraiser Name: Cliff Netzer
Vehicle: 2014 Cadillac CTS 2.0T Premium 4 DR Sedan

Insured Policy # :
Claim Rep:
Inspection Date/Time: 11/27/2019 03:00 PM

Actual Supplement 5 Net Total **$0.00+**

Summary

	Net Total	Date	Time	Appraiser
Supplement 4	$11,968.70	02/03/2020	02:18 PM	Cliff Netzer
Supplement 5	$11,968.70	02/03/2020	03:50 PM	Cliff Netzer

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II

R. O. No. _____ - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. vs. Ed Macias et al.

Finance + Personnel

_____
CITY CLERK

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

Wells Fargo Bank, N.A. vs. Ed Macias et al

Electronic Filing Notice

Case No. 2020CV000100
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVE STE 104
SHEBOYGAN WI 53081

UNREDACTED

Case number 2020CV000100 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: b9fde4

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: March 4, 2020

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Ed Macias a/k/a Edward Macias
a/k/a Eduardo Macias
500 S Midland Ave
Joliet, IL 60436-1908

Jane Doe Macias
500 S Midland Ave
Joliet, IL 60436-1908

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

City of Sheboygan, Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

SUMMONS

Case Code 30404
(Foreclosure of Mortgage)
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 or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), 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 court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 4th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____

Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
068788F02

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Ed Macias a/k/a Edward Macias
a/k/a Eduardo Macias
500 S Midland Ave
Joliet, IL 60436-1908

Jane Doe Macias
500 S Midland Ave
Joliet, IL 60436-1908

State of Wisconsin
c/o Attorney General
114 East State Capitol
Madison, WI 53703

City of Sheboygan, Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

COMPLAINT

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

FIRST CAUSE OF ACTION

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the Warranty is attached hereto as Exhibit C and is incorporated by reference

2. Due to a scrivener's error and mutual mistake, an incorrect legal description of the subject encumbered property appears on the deed attached hereto as Exhibit C. The lot owned by the original

mortgagor, Emily Soto, a single person, and the lot which was intended to be conveyed is described as follows:

THE EAST 40 FEET OF THE LOT TEN (10), AND THE WEST 10 FEET OF LOT ELEVEN (11), BLOCK FIFTY (50), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN

3. That the legal description in the warranty deed should be judicially reformed pursuant to section 847.07 of the Wisconsin Statutes to reflect the correct legal description for the subject property as of the date of said deed.

SECOND CAUSE OF ACTION

4. The plaintiff repeats and realleges paragraphs one (1) through three (3) of the First Cause of Action as if fully set forth herein.

5. The mortgaged real estate is owned of record by Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias.

6. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $44,080.28 together with interest from the 1st day of May, 2019.

7. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

8. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

9. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

10. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

11. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage

12. That Jane Doe Macias has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Ed Macias a/k/a Edward Macias a/k/a Eduardo Macias and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Reformation of the subject deed and any assignment of said mortgage to reflect the correct legal description of the encumbered property as previously described herein as of the date of said documents.

2. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

3. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

4. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

5. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

6. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 4th day of March, 2020.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Robert M. Piette
State Bar No. 1018058

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

[redacted]

FILED
03-04-2020
Sheboygan County
Clerk of Circuit Court
2020CV000100
Kent Hoffmann
Branch 2

Wisconsin

NOTE

FHA Case No. [redacted]

DECEMBER 13, 2012
[Date]

1416 MICHIGAN AVE, SHEBOYGAN, WI 53081
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. $ *********50,555.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR percent (4.000 %) per year until the full amount of principal has been paid.

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. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST , 2013 . Any principal and interest remaining on the first day of JANUARY , 2043 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ **********241.36 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

[redacted]

EXHIBIT A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

_____ (Seal) -Borrower	EMILY SOTO _____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

EXHIBIT A

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY _____
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT

EXHIBIT A

[redacted]

MORTGAGE

DOCUMENT NUMBER:

1959002
SHEBOYGAN COUNTY, WI
RECORDED ON
12/18/2012 3:16 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 9

NAME & RETURN ADDRESS:
FINAL DOCS [redacted]
4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200
[redacted]

PARCEL IDENTIFIER NUMBER:

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[redacted]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES , and
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104
("Lender"). Borrower owes Lender the principal sum of
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100
Dollars (U.S. $ **********50,555.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2043
. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

[redacted]

[redacted]

EXHIBIT B

[redacted]

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE ATTACHED

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, SHEBOYGAN [Street, City],
Wisconsin 53081 [Zip Code] ("Property Address");

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 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

EXHIBIT B

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

EXHIBIT B

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

EXHIBIT B

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

EXHIBIT B

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

EXHIBIT B

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragraph 18, including, but not limited to, reasonable attorneys' fees 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; (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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. 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.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Growing Equity Rider ☐ Other [specify]
☐ Planned Unit Development Rider ☐ Graduated Payment Rider

EXHIBIT B

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

_____	_____ (Seal) EMILY SOTO -Borrower
_____	_____ (Seal) -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 DECEMBER 13, 2012 (date)

by EMILY SOTO

(person acknowledging)

My Commission Expires: 8-7-16

Notary Public, State of Wisconsin Amanda J. Reichert

(Seal)

AMANDA J. REICHERT NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by
WELLS FARGO BANK, N.A.

JENNIFER ANITZBERGER

EXHIBIT B

Schedule A

Legal Description:

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

EXHIBIT B

VOL 1763 PAGE 497

1580872

SHEBOYGAN COUNTY, WI
RECORDED ON
10-09-2000 8:48 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 12.00
TRANSFER FEE: 179.70
045473 7

State Bar of Wisconsin Form 1 - 1998

WARRANTY DEED

Document No.

THIS DEED, made between James A. Reimer, a single person, Grantor, and Emily Sohr, a single person, Grantee, Grantor, for a valuable consideration conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

Recording Area

NAME AND RETURN ADDRESS:
Grantees
1416/A Michigan Avenue
Sheboygan, WI. 53081

The East Forty (40) feet of Lot Ten (10), and the West Ten (10) feet of Lot Eleven (11), Block Fifty (50) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Tax Key #201590

201590
Parcel Identification Number

This is not homestead property.
(is) (is not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefensible in fee simple and free and clear of encumbrances except municipal & zoning ordinances, recorded easements, recorded building & use restrictions & covenants & taxes levied in the year of transfer, & will warrant & defend the same.

Dated this 27 day of September, 2000.

(SEAL)
* James A. Reimer

(SEAL)
*

(SEAL)
*

(SEAL)
*

AUTHENTICATION

Signature(s)
authenticated this day of
*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Section 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Pamela S. Kahn-Stein

(Signatures may be authenticated or acknowledged. Both are not necessary)

*Names of persons signing in any capacity should be typed or printed below their signatures.

File Number [redacted]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Sheboygan County)

Personally came before me this 27th day of September, 2000 the above named James A. Reimer to me known to be the person who executed the foregoing instrument and acknowledge the same.

*
Notary Public Sheboygan County, WI
My commission is permanent. (If not, state expiration date: 4-13-2003)

2

EXHIBIT C

Knight Barry TITLE GROUP
Integrity. Experience. Innovation.
Knight Barry Title Advantage LLC
2036 Kohler Memorial Drive
Sheboygan, WI 53081
920-459-0733
Fax: 920-459-0734

COMMITMENT FOR TITLE INSURANCE
Schedule B, Part 2
EXCEPTIONS

File #[redacted]

Completed: 2/17/20 1:16 pm
Last Revised: 2/17/20 1:16 pm
Title Contact: Marjorie Windrem (marjorie@knightbarry.com)
Closing Contact: ()

EXCEPTIONS 200-299
Easements, restrictions, covenants and other encumbrances.

200. Covenants, conditions, provisions, reservations, restrictions, rights of first refusal, options to purchase, easements, servitudes, building set back lines, reservations of minerals or mineral rights, if any, affecting title to the Land, which: (i) appear in or are referenced in the public land records, or (ii) appear in, are shown on, or are referenced in any recorded plat or certified survey map.

EXCEPTIONS 300-399
Judgments and liens.

300. Child Support Lien filed against Edward Macias in favor of the State of Wisconsin Department of Children and Families in the amount of $8,919.12 filed January 3, 2016 as Docket Number 516907 in Milwaukee County County.

EXCEPTIONS 400-499
Mortgages, assignments, leases and land contracts.

400. Mortgage from Emily Soto to City of Sheboygan, Dept. of City Development in the amount of $3,543.00 dated November 5, 2004 and recorded November 5, 2004 as Document No. 1749659.

401. Subordination Agreement recorded December 19, 2012 as Document No. 1959093 makes the mortgage described as Document No. 195902 SUPERIOR to the mortgage described as Document No. 1749659.

402. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of $19,300.00 dated January 15, 2002 and recorded March 22, 2002 as Document No. 1631877.

403. Subordination Agreement recorded December 19, 2012 as Document No. 1959092 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1631877.

404. Mortgage from Emily Soto to City of Sheboygan Department of City Development in the amount of $1,442.25 dated November 19, 2002 and recorded December 17, 2002 as Document No. 1663503.

405. Subordination Agreement recorded December 19, 2012 as Document No. 1959094 makes the mortgage described as Document No. 1959002 SUPERIOR to the mortgage described as Document No. 1663503.

EXCEPTIONS 500-599
Other matters.

500. Rights of spouse, if any.

LIEN REPORT

THIS DOCUMENT WAS LEGALLY SERVED ON

3 / 11 / 20 AT 3 :00 AM/PM

BY: Shaun Conrad

CREAMCITY
PROCESS
CREAMCITYPROCESS.COM

Failure to make this endorsement does not invalidate service per Wisconsin §801.10(2)

II

R. O. No. ____ - 19 - 20. By CITY CLERK. March 16, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2021)

No.	Name	Address
3143	Bartz, David A.	1523 S. 9th Street
3154	Bonebrake, Amber L.	W6078 County Road MM, Elkhart Lake
7679	Dolson, Carmen S.	409 New York Avenue
3147	Felde, Donna M.	1032 Bluff Avenue
1083	Majdub, Husein G.	2317 S. 8th Street
3155	Marohn, Bryce T.	N7327 Highway 32, Sheboygan Falls
3149	Reyes, Phoenix M.	2911 S. 20th Street

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2020)

No.	Name	Address
3142	Malone, Charles J.	2211A N. 10th Street

QUADRICYCLE DRIVER LICENSE APPLICATION (NEW)(December 31, 2020)

No.	Name	Address
3157	Hernandez, Laura J.	2016 N. 7th Street

AHB

III

Res. No. ___ - 19 - 20. By Alderpersons Wolf and Donohue.
March 16, 2020.

A RESOLUTION in support of Wisconsin Assembly Bill 48 (AB 48).

WHEREAS, municipalities in Wisconsin may issue bonds for public purpose projects. Public purpose projects include any project involving the acquisition, leasing, planning, design, construction, development, extension, enlargement, renovation, rebuilding, repair, or improvement of land, waters, property, highways, buildings, equipment, or facilities. A municipality may also issue a promissory note for any public purpose; and

WHEREAS, municipalities in Wisconsin may also borrow money from the State of Wisconsin Board of Commissioners of Public Lands (BCPL) by executing a "certificate of indebtedness." This type of borrowing is distinct from a bond or promissory note. The BCPL may loan money through certificates of indebtedness for all of the purposes for which municipal bonds or notes may be issued, or for other purposes authorized by law; and

WHEREAS, current law requires a bond to be repaid within 20 years, and requires that, with several exceptions, a promissory note must be repaid within ten years after the original date of the note. It is the BCPL's current practice to loan funds through certificates of indebtedness for up to ten years if the money is to be used for a public purpose and for up to 20 years if the money is to be used for a public purpose project; and

WHEREAS, AB 48 increases the permissible term for a promissory note from ten years to 20 years; and

WHEREAS, AB 48 represents a proposal that was unanimously advanced to the Legislature by the bipartisan 2018 Legislative Council Study Committee on the Investment and Use of the School Trust Funds, chaired by State Representative Terry Katsma, who represents portions of the City of Sheboygan; and

WHEREAS, Representative Katsma testified in favor of AB 48 in front of the Assembly Committee on State Affairs on January 22, 2020 and noted that the proposal would increase opportunities for local governments to find the best possible prices for the financial products they seek, and that private lenders would also enjoy new opportunities to compete for business; and

Suspend
Adopt

WHEREAS, AB 48 was unanimously recommended for passage by the Assembly Committee on State Affairs, which includes as one of its members Representative Tyler Vorpagel, who also represents portions of the City of Sheboygan; and

WHEREAS AB 48 was passed unanimously by the Wisconsin State Assembly on February 18, 2020 and sent to the Wisconsin State Senate where it received first reading on February 28, 2020 and was referred to the Committee on Agriculture, Revenue, and Financial Institutions.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Common Council supports the passage of AB 48 by the Wisconsin State Senate and approval by Governor Evers. Therefore, the Council urges every member of the Senate, particularly State Senator Devin LeMahieu, who represents the City of Sheboygan, to take all actions within his power to encourage passage, including voting in favor of the bill. It also requests that Governor Evers sign the bill should it be passed by the Senate.

BE IT FURTHER RESOLVED: That the City Clerk be directed to provide a certified copy of this resolution to Senator LeMahieu and Governor Evers.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ___ - 19 - 20. By Alderpersons Donohue and Bohren. March 16, 2020.

RESOLUTION PROVIDING FOR THE SALE OF $3,100,000 TAXABLE WATER UTILITY REVENUE BOND ANTICIPATION NOTES, SERIES 2020B

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of $3,100,000 for public purposes, including paying the cost of improvements, additions and extensions to the water utility, including engineering and design costs of a water intake project; and

WHEREAS, it is desirable to borrow said funds through the issuance of revenue bond anticipation notes pursuant to Section 66.0621(4)(L), Wisconsin Statutes; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such water utility revenue bond anticipation notes on a taxable rather than tax-exempt basis;

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

Section 1. The Notes. The City shall issue its Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B (the "Notes") in an amount of $3,100,000 for the purposes above specified.

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

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

Finance + Personnel

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

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2020.

Dated _____, 2020. _____, City Clerk

Approved _____, 2020. _____, Mayor

III

Res. No. ___ - 19 - 20. By Alderpersons Donohue and Bohren. March 16, 2020.

RESOLUTION PROVIDING FOR THE SALE OF $4,985,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of $4,985,000 for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2020 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

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

Section 1. The Notes. The City shall issue its General Obligation Promissory Notes, Series 2020A (the "Notes") in an amount of $4,985,000 for the purposes above specified.

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

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

Finance Personnel

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

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2020.

Dated _____, 2020. _____, City Clerk

Approved _____, 2020. _____, Mayor

III

Res. No. _____ - 19 - 20 . By Alderpersons Donohue and Bohren.
March 16, 2020.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 11 and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 133-98-99 creating Tax Incremental Financing (TIF) District No. 11 on September 21, 1998 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7)(a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does terminate TIF District No. 11.

BE IT FURTHER RESOLVED: That the City Clerk shall, within sixty (60) days of this resolution or prior to the deadline of April 15, 2020, whichever comes first, notify the Wisconsin Department of Revenue (DOR) that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, CliftonLarsenAllen LLP.

Finance Personnel

BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 11 as determined by the final audit by the City's auditors, CliftonLarsenAllen LLP.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to execute an Aquatic Management Services Agreement with Wisconsin Lake & Pond Resource LLC regarding the pond at the intersection of Weeden Creek Road and Moenning Road.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is hereby authorized to execute the attached Aquatic Management Services Agreement with Wisconsin Lake & Pond Resource LLC.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 10133150-521900 (General Fund - Storm Water Management - Contracted Services) pursuant to the terms of the Agreement.

Public Works

_____

_____

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

Wisconsin Lake & Pond Resource LLC
"Providing Professional Resources for Management of Your Lake or Pond"

Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

City of Sheboygan
Pond Management Proposal

Prepared by: Zachary D. Haas
Senior Aquatic Biologist, Director of Operations
Wisconsin Lake & Pond Resource LLC
December 27, 2019

Toll Free: 866-208-0724
www.wisconsinlpr.com

N7828 Town Hall Rd.
Eldorado, WI 54932
Phone: (920) 872-2032
Fax: (920) 872-2036

Wisconsin
Lake & Pond Resource LLC
"Providing Professional Resources for Management of Your Lake or Pond"

Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

December 27, 2019

City of Sheboygan
Attn: Ryan Sazama
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: 2020 Pond Management

Dear Ryan,

Thank you for allowing Wisconsin Lake & Pond Resource LLC the opportunity to continue to provide professional pond management tools and services. As a courtesy, we have generated a cost analysis report for your pond detailing last year's pond management expenses and efforts (See attached sheet).

This past season you spent $4,151.00 on professional pond management, which falls within your estimated annual budget of $4,500.00+/-. This cost does not include equipment maintenance, services, and/or repairs.

Important Dates

- Agreements should be returned prior to February 15th; The earlier, the better so WLPR staff can complete the permitting process and put you on the 2020 schedule
- Please send us copies of your renewed fish farm licenses prior to April 1st
- Spring fish stocking order deadline is March 31st
- Fall fish stocking order deadline is September 30th
- DNR Permits expire October 1st (unless noted otherwise by WLPR staff)
- Equipment (compressors, fountains, etc.) removed between October 1st and Nov. 1st

Your Next Step

- Review pond management proposal
- Consult WLPR with questions or proposal alterations
- Upon acceptance of a plan, obtain, sign and return Aquatic Management Services Agreement
- WLPR will obtain a DNR permit for ALL ponds prior to management season ($24.50 plus acreage fees).

2019 Pond Management Summary

The 2019 pond management season started later than normal with a prolonged winter that had record high amounts of snowfall. This increased overall nutrient loading as the snow melted which we knew was going to increase the potential for algae growth in ponds. However, from the beginning of the season, and through June, we received periodic rainfalls and cooler summer temperatures. This pleasant weather brought favorable pond conditions, and minimal algae growth. Starting in July we experienced a rapid increase in temperature and decrease in rainfall. This was a shock to most ponds' ecosystems, and caused a spike in algal growth. Some accounts required increased site visits, and use

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of more algaecides than normal. To help combat the excessive nutrients and growth we focused on using more proactive tools such as phosphorus reducing agents, pond colorants, bacteria, and enzymes. The season ended with an excessive amount of rain as we had also observed in 2018. Most ponds responded well, but some had a spike of growth due to nutrient loading that occurred. We are anticipating that the late season runoff events may increase algae growth in the Spring of 2020. For this reason, we will be recommending use of phosphorus reducing products such as Phoslock and other tools (i.e. polymer blocks, clarifiers, aeration, etc.).

2019 was our second season of managing the City of Sheboygan stormwater pond located off of Moenning Rd. Our staff utilized proactive bacteria and enzyme products when possible to aid in limiting nutrient availability and to promote healthy water quality. This year began with a heavy treatment for curlyleaf pondweed and duckweed. Both of these plants can require annual treating, especially curlyleaf pondweed due to its invasive nature. Overall, we were able to stay on top of larger amounts of nuisance growth and keep the pond surface looking clear. We would like to target /improve water quality and clarity moving forward. Hopefully, more proactive products can be used in 2020. Additionally, dye would provide a healthier, cleaner appearance while also providing management benefits.

2020 Pond Management Plan

Based on our management efforts in 2019 we are providing a recommended management plan that best suits your pond. Below is a summary of the services to be included within your 2020 management plan, as well as options that are recommended to be utilized in the 2020 season.

1) 2020 Integrated Pond Management Plan (6 Monthly Visits)

• Integrated Pond Management	$1,050.00
○ 6 Monthly Scheduled On-site Visits	
○ Yearly On-site Evaluation w/ Biologist	
○ Yearly Management Evaluation	
○ Detailed End of Year Report	
○ Licensed and Trained Professional Applicator	
○ Advanced Notification and Post Site Visit Reports	
○ Water Sampling (optional & if budget permits)	$TBD
• Proactive Management Tool/Products	
○ Pond Colorant	$750.00+/-
○ Water Clarity and/or Sediment Reducing Bacteria	$1,500.00+/-
○ Water Quality Enzymes	$350.00+/-
• Reactive Management Tools/Products	
○ Algaecides/Herbicides	$1,500.00+/-
○ Cattail/Willow Treatments	$150.00+/-
Recommended Integrated Management Budget-	**$4,500.00-$5,000.00**

**Product amounts are based on biologist's observations and manufacturers labeled application rates*
**Budgets are for planning purposes only. A goal of 10%+/- of a budget is expected*
**Prices subject to change*
**Taxes not included*

Wisconsin
Lake & Pond Resource LLC
"Providing Professional Resources for Management of Your Lake or Pond"

Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

If you have any questions or concerns regarding anything within this proposal, please feel free to give us a call at **(920)-872-2032** or email **zach@wisconsinlpr.com**. Wisconsin Lake & Pond Resource thanks you again for your business and support. We look forward to working with you again in the upcoming season.

Sincerely,

Zachary D. Haas
Director of Operations, Senior Aquatic Biologist
Wisconsin Lake & Pond Resource LLC
Enclosure (2): Detailed Financial Report, Aquatic Management Agreement

Toll Free: 866-208-0724
www.wisconsinlpr.com

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Pond Design and Development

Aquatic Management Services Agreement

This agreement constitutes an agreement between **City of Sheboygan** (hereafter referred to as "Customer") and Wisconsin Lake & Pond Resource, LLC (hereafter referred to as "WLPR"), for management of the waters described as: **Pond at the Intersection of Weeden Creek Rd & Moenning Rd, Sheboygan, WI 53081**

SERVICES AND SCHEDULE PROVIDED: WLPR agrees to provide Aquatic Management, Installation, or Construction Services listed below to the Customer. Customer agrees to retain WLPR as the exclusive provider of these services throughout the term of this agreement.

SERVICE	SCHEDULE
☐ **Algaecide / Herbicide Application**	☒ **Once per month, April through September**
☐ **Pond Colorant (Dye) Application**	☐ **Twice per month, through**
☐ **Bacteria and Enzyme Application**	☒ **As needed, upon request of Customer**
☒ **Integrated Pond Management Program**	☐ **Other _____**
☐ **Aeration System Installation and/or Maintenance**	
☐ **Fountain Installation and/or Maintenance**	
☐ **Fish Stocking**	
☐ **Other _____**	

TERM OF AGREEMENT: This agreement will remain in effect from **January 1, 2020** to **December 31, 2021**.

DESCRIPTION: **2020 Pond Management Proposal, dated December 27, 2019**

Item	*Cost/Budget*
Integrated Pond Management (6 visits)	**$ 4,500.00-5,000.00 +/-**
* Prices Subject to Change. Taxes Not Included. Agreement void if not signed within 90 days of Proposal Date	

PAYMENT TERMS: 50% down payment of all Aeration & Fountain Systems and Components; Docks and Piers; and n/a Equipment totaling n/a due prior to installation. Balance of payment will be due upon receipt of invoice. *See BILLING and TERMS below.*

Customer Initials and Date_____

SEE BACK PAGE

Toll Free: 866-208-0724
www.wisconsinlpr.com

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Professional Pond Management Products and Services
Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

Terms and Conditions

SERVICE & MATERIAL COSTS: *SEE ATTACHMENT FOR A BREAKDOWN OF SERVICE & PRODUCT COSTS*
Travel/ Mileage charge per service date if applicable will be based on the county the site is located in ($25.00-$65.00): Additional services that are specifically requested by the Customer, and that are not covered in this contract, will be billed at a flat rate of $75/hour/employee or quoted per project

BILLING AND TERMS: Balance of payment will be due upon receipt of invoice. A late payment fee of $15, plus financing charges of 1.5% per month, will be applied to balances more than 30 days past due.

PERMITS: It is understood by both parties that state, federal, and/or local permits may be required prior to performing aquatic management, installation or construction services. Although WLPR will make the effort to obtain the proper permit(s), the customer hereby agrees to obtain any necessary permits or registrations prior to commencement of aquatic management services performed by WLPR. Upon request by the Customer, WLPR will provide assistance with applying for necessary permits or registrations.

PROFESSIONAL EXPECTATIONS AND LIABILITY: WLPR shall provide trained, insured and licensed staff to perform aquatic management, installation or construction services on Customer's waters. WLPR staff will comply with the labeled requirements of all E.P.A. registered aquatic pesticides pertaining to transportation, application and disposal, and will also post required warning signs that list any water use restrictions indicated on the label. Therefore, WLPR is not liable for personal, environmental or property damages that may occur as a result of applications of aquatic pesticides.

LIABILITY: WLPR shall be responsible and liable for its staff while performing agreed upon services on Customer's waters.

AGREEMENT INTERUPTION: During the terms of this contract with WLPR, no other company may provide aquatic management services to customers waters. In addition, customer cannot apply aquatic management products without the written consent of WLPR.

AQUATIC MANAGEMENT BUDGET: A budgetary range has been established based on multiple criteria. While the recommended budget is required to successfully manage the customer's waters, WLPR reserves the right to request an increase in the budget amount; in return the customer has the option to reduce the budget amount for any reason. This request must be in submitted in writing by either party.

ENVIRONMENTAL LOSS: While WLPR staff shall make every effort to reduce the risk of loss of non-target aquatic life, including fish, this risk remains inherent with any aquatic management, installation or construction services. Therefore, WLPR is not liable. Customer understands and accepts the risks associated with aquatic management, installation or construction services.

SITE ACCESS: Customer agrees to provide a suitable vehicle access and boat launch to Customer's waters. In the absence of suitable access and launch, WLPR shall not be liable for damages done to lawns, shorelines or other property that may occur during access to Customer's waters.

[redacted]

[redacted]

WARRANTY: **Aquatic Applications** - given the numerous environmental variables associated with aquatic applications, no product performance guaranty or warranty, other than those provided by the manufacturer, are given or implied. **Motors, electrical equipment, and components –** warranties vary on these items due to different manufacturers. Please inquire with WLPR regarding specific warranties.

CUSTOMER AUTHORIZATION: The above terms and conditions are satisfactory and are hereby accepted. WLPR is authorized to perform the work as described. Payment will be made as outlined above.

Print Name _____ Authorized Signature_____

Date of acceptance: _____

Toll Free: 866-208-0724
www.wisconsinlpr.com

N7828 Town Hall Rd.
Eldorado, WI 54932
Phone: (920) 872-2032
Fax: (920) 872-2036

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Aquatic Herbicide and Algaecide Applications
Lake Management Planning and Services
Pond Design and Development

Addendum to the terms and agreement:

Professional Expectations and Liability & Environmental Loss Sections:
Customer understands and acknowledges that there is a risk of environmental loss inherent in any aquatic management program. This risk extends to both plant and wildlife. Customer acknowledges that any such loss caused by the aquatic management shall be Customer's sole responsibility unless such loss is due to the negligence of WLPR.

Cancellation:
Customer may cancel this Agreement mid-term with 30 days notice to WLPR. If Customer chooses to cancel the Agreement mid-term, Customer shall not be entitled to reimbursement of any amount already paid to WLPR, and shall remain liable for amounts due but not paid for work already performed.

WLPR reserves the right to cancel this Agreement immediately for cause, which includes but is not limited to Customer's failure to pay amounts due under this agreement in a timely fashion. WLPR further reserves the right to cancel this Agreement without cause upon 30 days' written notice to Customer.

Nonappropriation
If funds for the continued fulfillment of this Agreement by the Customer are at any time not forthcoming or are insufficient, through failure of any entity, including the Customer itself, to appropriate funds or otherwise, then the Customer shall have the right to terminate this Agreement without penalty.

Toll Free: 866-208-0724
www.wisconsinlpr.com

N7828 Town Hall Rd.
Eldorado, WI 54932
Phone: (920) 872-2032
Fax: (920) 872-2036

III

Res. No. ____ - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into the 4th Revision to a State/Municipal Agreement with the Wisconsin Department of Transportation for design and construction for the Sidewalk Gap Improvements.

WHEREAS, the City previously entered into a State/Municipal Agreement with the Wisconsin Department of Transportation for design and construction of Sidewalk Gap Improvements; and

WHEREAS, the City's share of this project is $9,313, which was authorized in Res. No. 74-16-17; and

WHEREAS, the City has been asked to execute a new revision to the State/Municipal Agreement, so that additional federal funding can be allocated to the project.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached 4th Revision to the State/Municipal Agreement for a State-Let Non-Motorized Transportation Program, which does not increase the City's financial responsibility with respect to the project.

Public Works

_____

_____

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

4th REVISION
STATE/MUNICIPAL AGREEMENT FOR A STATE-LET NON-MOTORIZED TRANSPORTATION PILOT PROGRAM (NMTPP)

This agreement supersedes the agreement signed by the Project Sponsor on August 24, 2016 and signed by DOT on September 23, 2016.

Program Name: NMTPP

Sub-program #: 290

Revised Date: FEBRUARY 17, 2020

Date: JULY 10, 2008

I.D.: 4996-01-53/54

Project Title: SIDEWALK GAP IMPROVEMENT, CITY OF SHEBOYGAN

Location/Limits: VARIOUS

Project Length: N/A

Project Sponsor: CITY OF SHEBOYGAN

County: SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility – The City of Sheboygan has a connective grid system of sidewalks throughout the community. However, in some areas of the City the grid system's connectivity is disrupted due to significant gaps.

Proposed Project - Nature of work: The proposed improvement is to construct sidewalks to fill the critical gaps that have been identified in the City's grid system.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **None**

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 4996-01-53					
Design	$229,374	$229,374	100%	$0	0%
Management Consultant Review	$25,594	$25,594	100%	$0	0%
State Review	$5,677	$5,677	100%	$0	0%
Total Design Cost:	**$260,645**	**$260,645**	**MAX**	**$0**	**BAL**
ID 4996-22-71					
Participating Construction	$920,993	$920,993	100%	$0	0%
Non-Participating Construction	$9,313	$0	0%	$9,313	100%
Construction Management	$161,204	$161,204	100%	$0	0%
Management Consultant Review	$17,890	$17,890	100%	$0	0%
State Review	$6,368	$6,368	100%	$0	0%
Total Construction Cost	**$1,115,768**	**$1,106,455**	**MAX**	**$9,313**	**BAL**
Total Est. Cost Distribution	**$1,376,413**	**$1,367,100**		$9,313	

***The project has a federal funding maximum of $1,367,100. This maximum is cumulative for all federally-funded project phases.**

The project which is the subject of this State/Municipal Agreement is being financed through grant money awarded to Sheboygan County, Wisconsin, under the Nonmotorized transportation pilot program established under Sec.1807 of P.L. 109-59, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)".

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State and delivery to the Project Sponsor shall constitute agreement between the Project Sponsor and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964, which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All DBE requirements that the State specifies.

    g. Federal Statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

    c. Storm sewer mains necessary for the surface water drainage.

    d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

    f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. Preliminary Engineering and design.

j. Management Consultant and State Review Services.

5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Project Sponsor for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below.

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

   h. Real estate for the improvement.

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.

9. Work to be performed by the Project Sponsor without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

10. The Project Sponsor is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Project Sponsor will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Project Sponsor's foregoing agreements to pay the State, the Project Sponsor, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Project Sponsor.

13. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

14. The Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

    e. Provide complete plans, specifications, and estimates.

    f. Provide relocation orders and real estate plats.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

    i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

15. It is further agreed by the Project Sponsor that:

    a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

    b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Project Sponsor, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

16. The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

17. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor or its sureties; or because of any claims or amounts recovered for any infringement by the Project Sponsor and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Project Sponsor and its sureties; or any other law, ordinance, order or decree relating to the Project Sponsor's operations.

18. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

19. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

20. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

21. The Project Sponsor agrees to the following project funding conditions:

    a. ID 4996-01-53: Design is funded with 100% federal funding up to a maximum of $260,645, when the Project Sponsor agrees to provide any funds in excess of the $260,645 federal funding maximum. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and

processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.

b. ID 4996-01-54: Construction:

   i. Costs for trail construction are funded with 100% federal funding up to a maximum of $1,106,455, when the Project Sponsor agrees to provide any funds in excess of the $1,106,455 federal funding maximum.

   ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.

   iii. Costs for non-participating items are funded 100% by the municipality.

c. The maximum participation of federal funding will be limited to 100% of the actual eligible project cost or the total cost distribution of funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **$1,367,100** is cumulative for all federal funded project phases.

[End of Document]

III

Res. No. ____ - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. regarding tennis court reconstruction in Roosevelt Park located at 1103 Mead Avenue.

WHEREAS, pursuant to Res. No. 164-19-20, the City has advertised for bids for tennis court reconstruction in Roosevelt Park (the "Work"); and

WHEREAS, four bids were received in response to the advertisement for bids; and

WHEREAS, the low bid was from Northeast Asphalt, Inc. in the amount of $98,315.00; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, the City intends to ultimately fund part of the cost of the Work through its annual borrowing program; and

WHEREAS, pursuant to the authority in Res. No. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Northeast Asphalt, Inc. for the Work.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the Work as set forth below:

Account No. 47953000-631100 (Capital Improvement Fund - Parks and Forestry - Improvements Other Than Buildings)	$90,000.00
Account No. 10153000-521900 (General Fund - Parks and Forestry - Contracted Services)	$ 8,315.00

Public Works

BE IT FURTHER RESOLVED: As Account No. 47953000-631100 will be funded with monies from the City's annual borrowing program, prior to the City's annual borrowing program being completed the appropriate City officials may draw up to $98,315.00 from Account No. 10153000-521900. Expenditures from Account No. 10153000-521900 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 47953000-631100 so that the ultimate expenditures from each funding source do not exceed the amounts stated above. In the event that the annual borrowing program provides less than $90,000.00 for Account No. 47953000-631100, any shortfall may be paid from Account No. 47953000-631100.

_____

_____

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

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Northeast Asphalt Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Roosevelt 2020 Tennis Court Reconstruction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pulverizing the existing pavement, base aggregate, asphalt pavement, fencing, surface painting, and tennis court nets.

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan Engineering Division is designated as Designer.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than September 18, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and the Drawings.
5. Addenda (not attached but incorporated by reference) (number 1).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed,
    b. Work Change Directives,
    c. Change Orders,
    d. Field Order,
    e. Task Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Date: _____

Address for giving notices:

City of Sheboygan - Engineering

2026 New Jersey Avenue

Sheboygan, WI 53081

CONTRACTOR:

_____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

Signed by:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

BID NUMBER: 2445-20

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

2020 TENNIS COURT RECONSTRUCTION

ROOSEVELT PARK

FEBRUARY 2020

INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE/ DESCRIPTION
1	TITLE PAGE
2	GENERAL NOTES
3	EROSION CONTROL NOTES
4	EROSION CONTROL & SITE ACCESS PLAN
5	EXISTING CONDITIONS
6	BASE GRADES
7	BINDER GRADES
8	SURFACE GRADES
9	NEW SITE LAYOUT
10	DETAILS
11	DETAILS

NOT TO SCALE
PROJECT PLSS LOCATION:
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 15 NORTH, RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

ROOSEVELT PARK TENNIS COURT RECONSTRUCTION

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53083

Ryan Sazama, PE - City Engineer

Designed By	TEH
Drawn By	TEH
Checked By	KEL
Plot Date	02/19/2020
Bid No.	2445-20
Project Date	2020
Sheet No.	1
Drawing No.	NA

FILE NAME: P:\ENGINEERING\PARKS AND PARKING LOTS\ROOSEVELT PARK\ROOSEVELT PARK - TENNIS COURTS\ROOSEVELT PARK TENNIS COURT - BASEMAP.DWG
LAYOUT NAME - TITLE PAGE

PLOTTED BY - Will Tyler

SECTION	TITLE	PAGES
31 00 00	**EARTHWORK**	
31 20 00	Excavation	32 20 00-1 to 32 20 00-3
31 25 00	Erosion Control	31 25 00-1 to 31 25 00-3
32 00 00	**EXTERIOR IMPROVEMENT**	
30 05 00	Aggregates	32 05 00-1 to 32 02 00-3
32 10 00	Plant Mix Asphalt	32 10 00-1 to 32 10 00-2
32 18 23	Tennis Court Surface	32 18 23-1 to 32 18 23-5
32 31 00	Fences and Gates	32 31 00-1 to 32 31 00-5

2445-20 2020 Tennis Court Reconstruction - Roosevelt Park (#6832104)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
03/06/2020 01:00 PM CST

						Northeast Asphalt,Inc.	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price2**	**Extension3**
Roosevelt Tennis Court							
	1	B-1	Mobilization	LS	1	$8,265.00	$8,265.00
	2	B-2	Pulverize Existing Asphalt and add New Base Aggregate as needed	LS	1	$17,600.00	$17,600.00
	3	B-3	Asphalt Surface	LS	1	$37,750.00	$37,750.00
	4	B-4	Surface Color, Striping	LS	1	$18,345.00	$18,345.00
	5	B-5	Posts and Nets	LS	1	$5,385.00	$5,385.00
	6	B-6	Fencing	LS	1	$10,970.00	$10,970.00
Base Bid Total:							$98,315.00

III

Res. No. ____ - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Amendment to Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding Quarry Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Management Services Agreement with EOS Recreation LLC in form substantially similar to the attached.

Public Works

_____

_____

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
MANAGEMENT SERVICES AGREEMENT

This AMENDMENT TO MANAGEMENT SERVICES AGREEMENT (this "Amendment") amends the Management Services Agreement (the "Agreement") between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City") and EOS Recreation, LLC ("Manager") (collectively, the "Parties") that was fully executed on June 10, 2019 which pertains to Quarry Park, 3401 Calumet Drive, Sheboygan, Wisconsin.

The Agreement provided that Manager would, among other things, "Manage and operate all aspects of the Quarry and the Quarryview Community Center" during the "2019 summer swimming season."

Based on Manager's performance during the 2019 summer swimming season, the Parties desire to have the Agreement also cover the 2020 summer swimming season. Pursuant to this Amendment, Manager shall have access to the property beginning May 23, 2020 and ending September 20, 2020. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date last written below.

MANAGER:

EOS RECREATION

By: _____

Date: 3/09/20

CITY:

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

_____
Meredith DeBruin
City Clerk

Date: _____

III

Res. No. ____ - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2020 Sidewalk Program.

WHEREAS, pursuant to Res. No. 164-19-20, the City has advertised for bids for the 2020 Sidewalk Program (the "Improvements"); and

WHEREAS, two bids were received in response to the advertisement for bids; and

WHEREAS, the low bid was from Klunck Masonry, LLC in the amount of $91,520.00; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Klunck Masonry, LLC for the construction of the Improvements.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds as set forth below:

Account No. 40033140-631300 $91,520.00
(Capital Project Fund - Streets/Alleys/Sidewalks -
Sidewalk Improvements)

Public Works

_____

_____

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

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Klunck Masonry, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sidewalk replacement.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications

2.02 City of Sheboygan Resolution:

2.03 City of Sheboygan Account Number:

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by City of Sheboygan – Engineering Division

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before August 14, 2020 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 to -7, inclusive).
2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual.
5. Addenda (not attached but incorporated by reference) (number 1).
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1).
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed,
    b. Work Change Directives,
    c. Change Orders,
    d. Field Order,
    e. Task Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Date: _____

CONTRACTOR:

_____

By: _____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

City of Sheboygan - Engineering

2026 New Jersey Avenue

Sheboygan, WI 53081

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

Signed by:

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Date: _____

Approved as to form and Execution:

By: _____
(signature)

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

2020 Sidewalk Program

SECTION	TITLE	PAGES
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-1
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Pages
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-8
00 55 00	Notice to Proceed	00 55 00-1
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00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
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00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
01 00 00	**GENERAL REQUIREMENTS**	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
32 00 00	**EXTERIOR IMPROVEMENT**	
32 10 50	Concrete Sidewalk Program	32 10 50-1 to 32 10 50-9

2444-20 2020 Sidewalk Program (#6805735)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
03/02/2020 12:30 PM CST

Klunck Masonry LLC

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
2020 Sidewalk Program							
	1	2019-1	Remove Concrete Sidewalk and Approaches	SF	9000	$1.00	$9,000.00
	2	2019-2	Remove Concrete Aprons	SF	100	$2.00	$200.00
	3	2019-3	Remove Curb & Gutter	LF	150	$8.00	$1,200.00
	4	2019-4	Remove Integral Sidewalk/Curb	SF	200	$6.00	$1,200.00
	5	2019-5	Excessive Cut	CY	50	$25.00	$1,250.00
	6	2019-6	Excessive Fill/Gravel	Cy	50	$18.00	$900.00
	7	2019-7	Concrete Sidewalk 4-inch	SF	9000	$7.00	$63,000.00
	8	2019-8	Concrete Sidewalk 6-inch	SF	500	$6.00	$3,000.00
	9	2019-9	Concrete Apron 7-inch	SF	100	$6.00	$600.00
	10	2019-10	Concrete Curb and Gutter 30-inch	LF	150	$26.00	$3,900.00
	11	2019-11	Concrete Curb 6-inch	LF	50	$7.00	$350.00
	12	2019-12	Integral Sidewalk & Curb	SY	200	$6.00	$1,200.00
	13	2019-13	Concrete Sawing	LF	250	$6.00	$1,500.00
	14	2019-14	Grading For New Sidewalk	SF	500	$2.00	$1,000.00
	15	2019-15	4-inch Topsoil, Seed & Fertilizer	SY	60	$17.00	$1,020.00
	16	2019-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200	$6.00	$1,200.00
	17	2019-17	Curb Ramp Detectabel Warning Field	EA	10	$100.00	$1,000.00
Base Bid Total:							$91,520.00

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION to declare May 23, 2020 World Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (WMBD) (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan declares May 23, 2020, World Migratory Bird Day.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
March 16, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 184-19-20 by Alderpersons Donohue and Bohren approving the FY 2020 One-Year Annual Action Plan for the Community Development Block Grant (CDGB) Program Submission; recommends adopting the Resolution with amendments.

rep

_____ _____

_____ _____

_____ _____

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

Subs. of Res. No. 184 - 19 - 20. By Alderpersons Donohue and Bohren.
March 16, 2020.

A RESOLUTION approving the FY 2020 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $917,890 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2020 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2020 Community Development Block Grant submission, including various certifications for the funds, the Five-Year Consolidated Plan and Annual Action Plan; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	$50,000 (Public Service)
Safe Harbor	$20,000 (Public Service)
SCIO	$10,000 (Public Service)
Shoreline Metro	$42,493 (Public Service)
Family Service Association	$22,000 (Public Service)
Family Connections	$ 5,000 (Public Service)
Lakeshore CAP	$16,000 (Public Service)
Big Brothers/Big Sisters	$47,561 (Public Service)
Lakeshore Community Health Center	$ 3,000 (Public Service)

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $137,000, excluding housing activities. The above public service requests total $216,054. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $137,000. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	$ 25,000
Street Improvements- Martin Avenue	$ 66,500
Park Improvements- End Park	$ 25,000
Street Improvements- Lighting	$ 50,000
Street Improvements- Streetscaping	$ 25,000
Street Improvements- S. 10th St.	$250,000
Park, Recreational Facilities- Kiwanis Park	$155,812
Program Administration	$183,578

and

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2020 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

FINANCE AND PERSONNEL RECOMMENDATIONS:

Salvation Army	$ 38,595.74	(Public Service)
SCIO	$ 7,719.15	(Public Service)
Shoreline Metro	$ 42,493.00	(Public Service)
Family Service Association	$ 15,438.29	(Public Service)
Family Connections	$ 3,859.57	(Public Service)
Lakeshore CAP	$ 14,859.36	(Public Service)
Big Brothers/Big Sisters	$ 11,719.15	(Public Service)
Lakeshore Community Health Center	$ 2,315.74	(Public Service)

_____

_____

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 184 - 19 - 20. By Alderpersons Donohue and Bohren.
March 9, 2020.

A RESOLUTION approving the FY 2020 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $917,890 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2020 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2020 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	$50,000 (Public Service)
Safe Harbor	$20,000 (Public Service)
SCIO	$10,000 (Public Service)
Shoreline Metro	$42,493 (Public Service)
Family Service Association	$22,000 (Public Service)
Family Connections	$ 5,000 (Public Service)
Lakeshore CAP	$16,000 (Public Service)
Big Brothers/Big Sisters	$47,561 (Public Service)

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or $137,000, excluding housing activities. The above public service requests total $213,054. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total $133,000. Housing activities are exempt from the 15 percent cap; and

Finance + Personnel

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	$ 25,000
Street Improvements- Martin Avenue	$ 66,500
Park Improvements- End Park	$ 25,000
Street Improvements- Lighting	$ 50,000
Street Improvements- Streetscaping	$ 25,000
Street Improvements- S. 10th St.	$250,000
Park, Recreational Facilities- Kiwanis Park	$155,812
Program Administration	$183,578

and

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2020 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

FINANCE AND PERSONNEL RECOMMENDATIONS

Partners for Community Development	$	(Housing)
Salvation Army	$	(Public Service)
Safe Harbor	$	(Public Service)
SCIO	$	(Public Service)
Shoreline Metro	$	(Public Service)
Family Service Association	$	(Public Service)
Family Connections	$	(Public Service)
Lakeshore CAP	$	(Public Service)
Big Brothers/Big Sisters	$	(Public Service)

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

5.3

Res. No. 179 - 19 - 20. By Alderpersons Donohue and Wolf. March 2, 2020.

A RESOLUTION supporting our Hmong/Lao community and opposing federal deportation of Hmong/Lao residents to Laos.

WHEREAS, Wisconsin is home to over 49,000 Hmong and Lao residents; and

WHEREAS, Sheboygan is home to over 4,100 Hmong and Lao residents as of the 2010 Census; and

WHEREAS, many Hmong and Lao soldiers fought alongside United States soldiers in the Secret War in Laos during the Vietnam War; and

WHEREAS, our Hmong and Lao allies subsequently faced retaliation in Laos for their cooperation with the United States after the end of the Vietnam War; and

WHEREAS, the United States offered protection to its Hmong and Lao allies after the war, allowing many Hmong refugees to resettle in the United States; and

WHEREAS, these Hmong and Lao refugees have made their homes in Wisconsin and Sheboygan, raising families, working, starting businesses, living, and going to school here for several decades; and

WHEREAS, nearly 4,800 Hmong and Lao individuals across the country have been served deportation orders issued by the U.S. Federal government; and

WHEREAS, approximately 300 Hmong and Lao Wisconsin residents have been served deportation orders by the U.S. Federal government, at least 250 of whom have lived in the United States at least 10 years; and

WHEREAS, Hmong and Lao refugees have long-established roots in Wisconsin and many have no family ties in Laos; and

WHEREAS, Hmong and Lao refugees face the danger of marginalization, violence or death in Laos; and

WHEREAS, the City of Sheboygan asserts that all refugees and immigrants should be treated with dignity, care, and respect; and

WHEREAS, current and past generations of refugees and immigrants have helped build Sheboygan and make it the great city that it is, bringing economic development, vibrancy and cultural diversity; and

WHEREAS, the City of Sheboygan reaffirms its goal as a welcoming city for immigrants, refugees, and newcomers from all over the world.

Rapproved

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan strongly opposes the deportation and repatriation of Hmong and Lao residents of Sheboygan to Laos, as well as deportation of Hmong and Lao refugees throughout the United States which have been issued by the U.S. Federal government and directs the City Clerk to send copies of this resolution to the local legislatures, Governor Evers, the Wisconsin League of Municipalities, and our local U.S. representatives and senators.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

5.2

Res. No. 178 - 19 - 20. By Alderperson Ackley. March 2, 2020.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for the installation of new water main and/or laterals in Geele Avenue from Calumet Drive to N. 23rd Street.

RESOLVED: That the assessments and schedule of the proposed assessments prepared by the Board of Water Commissioners for the installation of new water main and/or laterals in Geele Avenue from Calumet Drive to N. 23rd Street are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

BE IT FURTHER RESOLVED: That the Board of Water Commissioners is hereby authorized and directed to carry out the work in accordance with the report, as finally approved, and that payment thereof be made as therein provided.

Betty Ann Ackley

Lays over

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

Res. No. 195- 19 - 20. By Alderpersons Wolf and Sorenson.
March 16, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LeMahieu Tree Service for the complete removal of 80 trees and stumps and associated landscape restoration.

WHEREAS, funding for the removal of 80 trees, most of them being Ash, along with removal of the stumps and restoration of the site (the "Work") was included in the 2020 Capital Improvements Budget; and

WHEREAS, the City has advertised for bids for the Work, which included detailed specifications for the Work; and

WHEREAS, the low bid was from LeMahieu Tree Service in the amount of $59,250.00; and

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, the City intends to ultimately fund part of cost of the Work through its annual borrowing program; and

WHEREAS, pursuant to the authority in Res. 486-93-94, the Finance Director/Treasurer has completed a Declaration of Official Intent to reimburse expenditures related to the Project.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into the attached contract with LeMahieu Tree Service for the Work.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Work as set forth below:

Account No. 26553000-631100 (Park, Forestry and Open Space Fund - Parks and Forestry - Improvements Other Than Buildings)	$39,221.40
Account No. 47953000-631100 (Capital Improvement Fund - Parks and Forestry - Improvements Other Than Buildings)	$20,028.60

Public Works.

BE IT FURTHER RESOLVED: As Account No. 47953000-631100 will be funded with monies from the City's annual borrowing program, prior to the City's annual borrowing program being completed the appropriate City officials may draw up to $59,250.00 from Account No. 26553000-631100. Expenditures from Account No. 26553000-631100 made prior to the completion of the borrowing program may be reimbursed with borrowed funds from Account No. 47953000-631100 so that the ultimate expenditures from each funding source do not exceed the amounts stated above. In the event that the annual borrowing program provides less than $39,221.40 for Account No. 47953000-631100, any shortfall may be paid from Account No. 26553000-631100.

_____

_____

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

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
LEMAHIEU TREE SERVICE

REGARDING THE REMOVAL OF TREES AND STUMPS FROM THE CITY OF SHEBOYGAN

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and LeMahieu Tree Service ("Contractor").

WITNESSETH:

WHEREAS, the City requires the complete removal of City-owned trees at specific locations throughout the City of Sheboygan and the restoration of the sites where those trees are presently located; and

WHEREAS, Contractor is willing and able to complete the necessary services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall perform all work associated with complete removal of eighty trees at specific locations set forth in Exhibit A (the "Services"). This shall include planning for street closures, all necessary advance notification—including advance notification to public safety organizations (at least five days in advance of any closing), Shoreline Metro Transportation, and affected landowners—and all necessary cleanup and restoration work. Contractor shall plan all work to be done in close coordination with the City's Project Manager.

Contractor shall provide all labor, machinery, and equipment to safely and skillfully remove the trees (the "Removal"), shall dispose of all materials from the Removal in a lawful manner[1] (the "Disposal"), and shall cause all stumps remaining from the Removal to be ground to a depth of 9" below finished grade ("Grinding").[2] The cavity resulting from the grinding of stumps shall be leveled with screened topsoil and covered with grass seed and mulch ("Restoration").

Removal: Contractor shall first remove upper branches of the canopy to prepare the tree for removal. Branches shall be chipped on-site. Contractor shall then remove the trunk of the tree, beginning with the uppermost large limbs and continuing down to ground level. Trunks shall be

[1] The Parties note that all of Sheboygan County is within an Emerald Ash Borer non-attainment zone. Contractor shall comply with all regulations regarding the export of wood harvested under this Agreement.
[2] If underground obstacles, such as utilities, are present directly under the stumps to be ground, Grinding may be terminated at a depth of 5" below the top of the sidewalk.

removed in small enough pieces to allow them to be safely placed at ground level. Contractor may fell a tree in its entirety as long as the tree can be removed safely without injury or damage to streets, curbs, or surrounding property. As mentioned elsewhere in this Agreement, Contractor is responsible for any damage caused as a result of its removal of trees.

The trunk of the tree shall be removed down to a level off of grade that will allow the stump to be efficiently ground out of the soil.

Disposal: All logs, limbs, leaves, wood chips, and cord wood resulting from the removal of the trees is the property of the Contractor, and shall be removed from the area and disposed of in a lawful manner.

Restoration: Contractor shall remove wood chips created by the stump grinding from the hole to a level practical to assure future grass growth. Wood chips and soil thrown beyond the hole are to be promptly cleaned up. Holes and depressions are to be filled with screened topsoil free from stones, clay, clumps, and foreign matter. Soil placed into the hole is to be compacted to guard against depressions from settling in the future, with the top raked to ensure it is level with the surrounding lawn. The patch is to be seeded with good quality grass seed free from excess weeds. A top coat of mulch is to be applied to assure good moisture retention and inhibit seed germination and grass growth. Should weather conditions not be conducive to assurance of seed germination, the Contractor will conduct a future seed application acceptable to the City's Project Manager.

Before leaving the work area, Contractor will assure that all materials created during the work have been removed and cleaned up, and that the area is left in a similar condition to when the Contractor mobilized on-site.

Other: Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be affected by Contractor's operations, at least three (3) business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsibility of Contractor.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Contractor shall specifically use industry best

practices with respect to handling ash trees known to have been infested with Emerald Ash Borer. The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City
The City designates Tim Bull as its designated project manager for purposes of this Agreement.

Article 4. Compensation
The City shall pay Contractor an amount not to exceed $59,250 for Contractor to complete the Services set forth in Article 1.

Contractor may invoice the City as the tasks identified below are completed:

• Removal and Grinding of 15 Trees on North Avenue	$10,350.00
• Removal and Grinding of 20 Trees on North 28th Street	$17,750.00
• Removal and Grinding of 20 Trees on North 25th Street	$19,050.00
• Removal and Grinding of 25 Trees at Fire Station #1	$12,100.00
	$59,250.00

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five days of receipt of invoice. The invoice shall be sent to:

Tim Bull
Department of Public Works
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081
timothy.bull@sheboyganwi.gov

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall begin the Services within 40 days of this Agreement's approval by the Common Council of the City of Sheboygan, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. Contractor shall complete the services by July 30, 2020 or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Project Manager shall have the authority to consent to an extension of the Deadline. Should the Contractor fail to complete the work by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of $100. This sum shall be considered and treated not as a penalty but fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of public funds resulting from Contractor's failure to complete the work.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Quality of Materials
All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 9. Safety Requirements
Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records
Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination
The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor shall indemnify and defend the City—including its Officials, Agents, and Employees—from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify and defend the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the Contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said Contractor or sub-contractor, and the Contractor shall indemnify the City for any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City of Sheboygan.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least $2,000,000 per occurrence and $2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability
The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either

its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The price in its response was arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the Services for the purpose of restricting competition.

Article 30. Other Provisions

a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

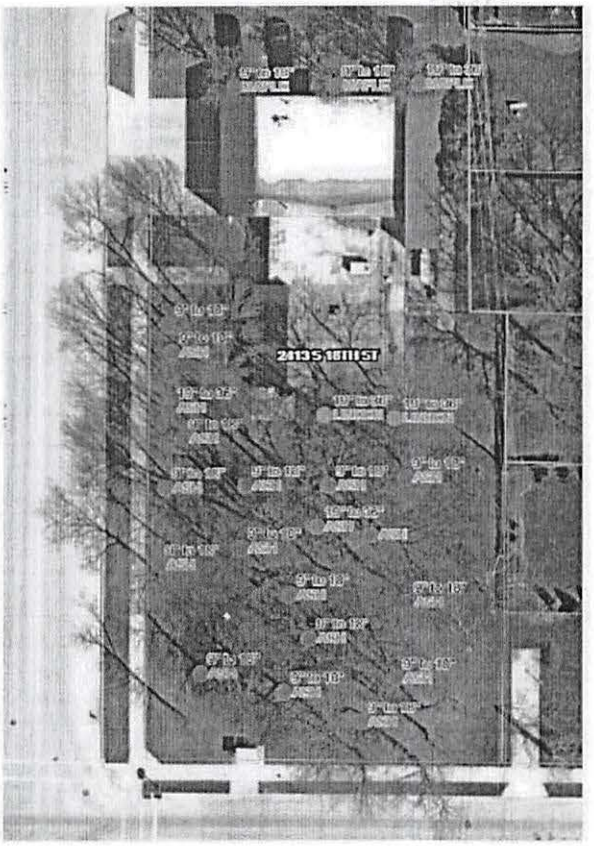
e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

Exhibit A
Tree Locations

Fire Station 2 2413 S 18th St



20 ash trees, 2 linden trees, and 3 maple trees need removal and stump grinding with topsoil replacement and grass seeding. Total 401" of DBH

Three Maple trees north of building dbh: 13", 18", & 19"

One stem of a two stem Linden dbh: 21"

All three stems of a linden diameter at base of tree: 32"

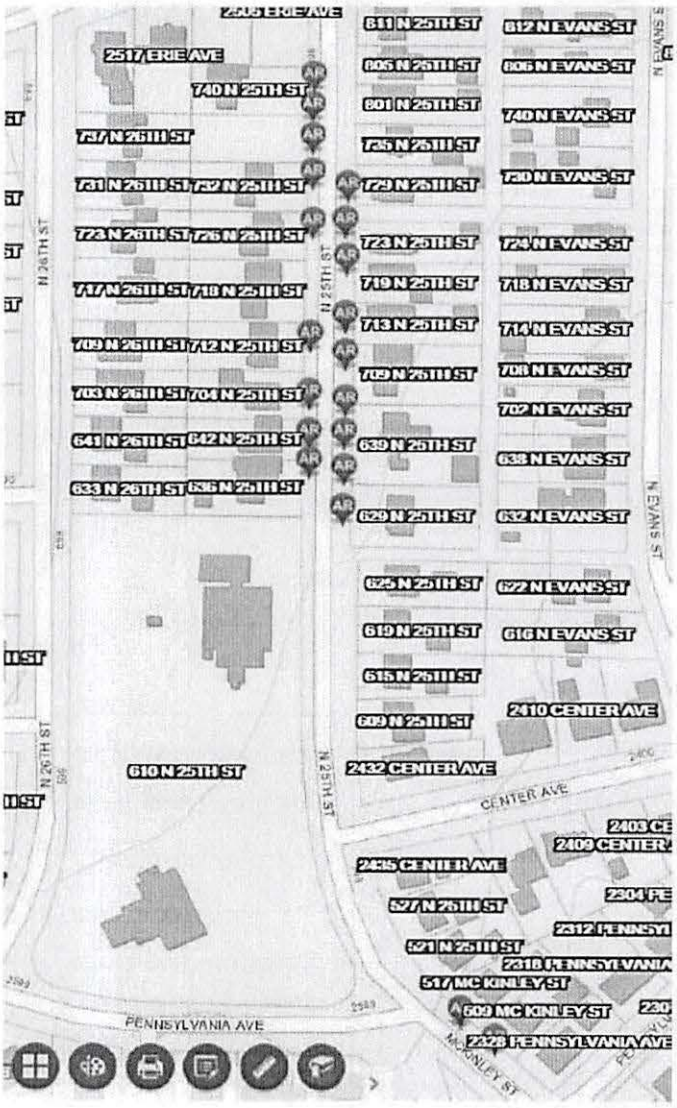
20 Ash trees some west of building some south dbh: 1@10", 2@11", 6@13", 1@14", 2@15", 4@17", 2@18", 1@19", & 1@21"

N25th Street 500 Block to 800 Block

20 ash trees need removal and stump grinding with topsoil replacement and grass seeding.

Total 454" of DBH

Address	DBH"
740 N 25th St	22
740 N 25th St	22
740 N 25th St	20
732 N 25th St	26
729 N 25th St	25
726 N 25th St	25
723 N 25th St	18
719 N 25th St	22
713 N 25th St	24
712 N 25th St	28
709 N 25th St	21
704 N 25th St	27
642 N 25th St	23
639 N 25th St	24
639 N 25th St	23
639 N 25th St	23
636 N 25th St	9
629 N 25th St	22
517 McKinley St	28
509 McKinley St	22
Total	454

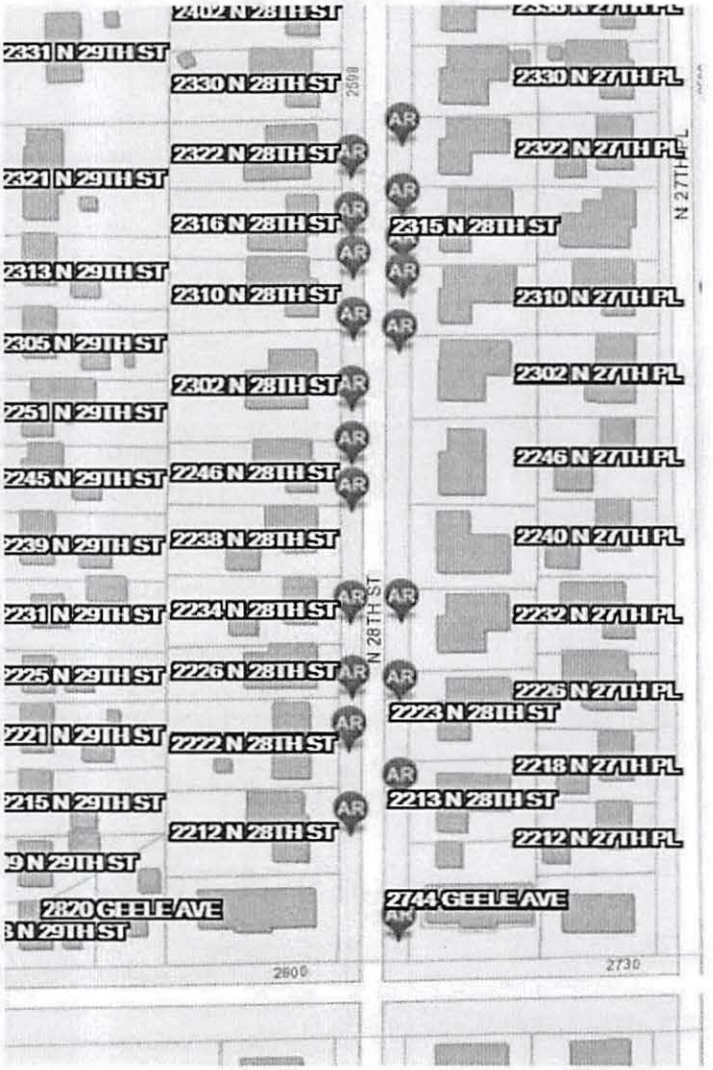


N28th Street 2300 Block to the 2800 Block

20 ash trees need removal and stump grinding with topsoil replacement and grass seeding.

Total 418" of DBH

Address	DBH"
2322 N 28th St	24
2321 N 28th St	24
2316 N 28th St	18
2315 N 28th St	24
2315 N 28th St	25
2310 N 28th St	19
2307 N 28th St	23
2302 N 28th St	24
2302 N 28th St	13
2301 N 28th St	14
2246 N 28th St	19
2238 N 28th St	19
2234 N 28th St	17
2231 N 28th St	25
2226 N 28th St	16
2223 N 28th St	30
2222 N 28th St	24
2213 N 28th St	22
2212 N 28th St	14
2744 Geele Ave on N 28th St	24
Total	418



North Avenue 2400 Block to the 2800 Block

15 ash trees need removal and stump grinding with topsoil replacement and grass seeding.

Total 276" of DBH

Address	DBH"
2718 N 26th St	16
2711 N 26th St	16
2711 N 26th St	19
2629 N 26th St on North Ave	22
2628 N 26th St on North Ave	24
2616 North Ave	28
2505 North Ave	20
2504 North Ave	21
2504 North Ave	10
2504 North Ave in center parkway	20
2504 North Ave in center parkway	8
2626 N 24th St on North Ave	17
2410 North Ave	13
2414 North Ave	28
2420 North Ave in center parkway	14
Total	276