

**\*\*\*ATTACHMENTS\*\*\***

I

Hearing No.       - 16 - 17. March 6, 2017.

A Hearing to propose an amendment to the City of Sheboygan's FY 2016-2017 Community Development Block Grant Annual Action Plan/Five-Year Consolidated Plan.

Any interested persons may be heard.

II

3.2

UPDATED COPY

R. O. No. 231- 16 - 17. By CITY CLERK. March 6, 2017.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

SPECIAL "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1842	Early Bird Rotary Foundation	PO Box 64 - one-day event to be held 7/21/17 in Fountain Park for the Lobster Boil.
3091	Etude	830 Virginia Ave. - one-day event to be Held 3/17/17 at 1202 N. 8 <sup>th</sup> St. - Paradigm Cafe.
2184	Lutheran High Crusader Club	3323 University Dr. - one-day event to be held 4/8/17 in the school gymnasium.

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3244	Buttercupp Hardscape & Land.	W7012 State Rd. 67, Plymouth
2787	CG Services LLC	N1403 Sauk Trail Rd., Oostburg
2570	Lakeshore Prop. Services LLC	3301 N. 33 <sup>rd</sup> St.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
0676	Gaspar, Gene C.	3228 W. Apache Rd.
8883	Hayward, Mary C.	427 Clifton Ave.
4984	Jentsch, Allan A.	3635 N. 17 <sup>th</sup> St.

*Consent  
Donohue / Wolf  
Acc File*

II

R. O. No.        - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting, as a matter of record, a communication from the Wisconsin Historical Society giving notice of entry in the National and State Register of Historic Places for Washington Elementary School at 1238 Geele Ave., Sheboygan, Wisconsin on February 14, 2017.

*Consent*

\_\_\_\_\_  
City Clerk



MAR 1 '17 PM12:05

## NOTICE OF ENTRY IN THE NATIONAL REGISTER AND/OR STATE REGISTER OF HISTORIC PLACES

**Name of property:** Washington Elementary School

**Location:** 1238 Geele Avenue, Sheboygan,  
Sheboygan County, Wisconsin

**Date of Entry:** February 14, 2017

**Designation:**  State Register of Historic Places  
 National Register of Historic Places

The property listed above has been entered in the National Register of Historic Places by the Secretary of the Interior, and listed in the State Register of Historic Places by the State Historic Preservation Office.

Accordingly, this property is entitled to the benefits and protections of the National Historic Preservation Act of 1966, as amended and under Chapter 44, Wisconsin Statutes. It will receive limited protection from encroachment by federal or state assisted or licensed projects or state facilities development projects, and may be eligible to apply for matching grants for research, restoration, acquisition, or stabilization. Certain tax incentives are available to depreciable properties listed in the State Register or National Register.

The State Register and National Register programs are administered by the Division of Historic Preservation-Public History of the Wisconsin Historical Society, Jim Draeger, State Historic Preservation Officer. Questions about the State Register and National Register programs in Wisconsin should be addressed to:

Division of Historic Preservation-Public History  
Wisconsin Historical Society  
816 State Street  
Madison, WI 53706  
Telephone: 608-264-6501

Collecting, Preserving and Sharing Stories Since 1846

816 State Street Madison, Wisconsin 53706

[wisconsinhistory.org](http://wisconsinhistory.org)

II

R. O. No.       - 16 - 17. By TRANSIT COMMISSION. March 6, 2017.

Your Commission who met and discussed Res. No. 205-16-17 by Alderperson Wolf authorizing executing the 2017 Amended General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals; recommends that the Resolution be passed.

*Consent*

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Transit Commission

III

Other Matters

7.3

Res. No. 205 - 16 - 17. By Alderperson Wolf. February 20, 2017.

A RESOLUTION authorizing the Mayor to execute the 2017 Amended General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said 2017 Amended General Contract, a copy of which is attached hereto.

*Transit  
Approve*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## 2017 GENERAL CONTRACT

Amend Date: 2/15/17

### I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2017 through December 31, 2017 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's employee responsible for administration of this contract will be Dale Deterding, whose principle business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. Provider's employee responsible for administration of this contract will be Mr. Derek Muench, whose principle business address is 608 S. Commerce Street, Sheboygan, WI 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator.

### II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

### III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Punch Card SPC 107.30	\$3.50	500	trips	\$1,750.00
Specialized Transport - Bus Pass SPC 107.00	\$48.00	225	each	\$10,800.00
Elderly/Disabled Transportation	\$317,646.00	1	year	\$317,646.00
			<b>Total:</b>	<b>\$330,196.00</b>

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: [http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default).

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or [http://dcf.wisconsin.gov/contractsgrants/pdf/allowable\\_cost\\_manual.pdf](http://dcf.wisconsin.gov/contractsgrants/pdf/allowable_cost_manual.pdf)). The Statutes permit allowances for profit for For-Profit providers and retention of excess revenue for non-profit providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to a maximum of **net allowable operating costs**; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.

- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7<sup>th</sup> business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10<sup>th</sup> of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service. Delinquent billings from this date will not be paid by the County.

**IV. Billing and Collection Procedures**

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number, and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after March 31, 2017 will not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

**V. Eligibility Standards for Recipients of Services**

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

**VI. Indemnity and Insurance**

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- B. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

- Comprehensive General Liability: minimum of \$1,000,000
- Auto Liability (if applicable): minimum of \$1,000,000
- Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
- Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County's post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker's Compensation Insurance.

## **VII. Civil Rights Compliance/Assurances**

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All providers were required to submit a new CRC Letter of Assurance (LOA) by January 3, 2014 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2014. All new providers must submit LOA to be compliant for the CRC period of January 1, 2014 - December 31, 2017.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm> Additional resources and training information are available at: [http://www.dcf.wisconsin.gov/civil\\_rights/default.htm](http://www.dcf.wisconsin.gov/civil_rights/default.htm)

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.
2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants.
5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

## **VIII. Contract Revisions and/or Terminations**

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.

- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

**IX. Resolution of Disputes**

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

**X. Records**

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.
- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

## **XI. Reporting**

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

## **XII. Provider Audit Responsibilities**

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036 and DCF 49.34.4(c), requires Provider's to provide an annual audit in accordance with the requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" to the County if the total amount of annual funding provided by the county through this and other contracts is \$25,000 or more, unless the audit requirement is waived by the State of Wisconsin or the County. The audit shall also be in accordance with the applicable State Department Audit Guide. Wis. Stat. 66.0143 authorizes local governments to file requests for waivers of statutory mandates with the Department of Revenue. Sheboygan County has used this provision to receive a waiver increasing the \$25,000 threshold in Wis. Stat. 46.036 for requiring providers to have audits to a threshold of \$100,000. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

OMB Circular A-133 is available online at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)

State Single Audit Guidelines is available at [www.ssag.state.wi.us](http://www.ssag.state.wi.us)

Provider Agency Audit Guide is available at

<http://dcf.wisconsin.gov/contractsgrants/pdf/paag.pdf>

Provider is to submit two (2) copies of the certified financial and compliance audit to the County by the 30th day of the month of June of the year following the contract period agreed to. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. **Non-Profit Providers:** Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to OMB Circular A-133. See OMB Circular A-133 for the distinction between vendors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
  2. **For Profit Providers:** Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.
- H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
  2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
  3. Disallow the cost of audits that do not meet these standards; and/or
  4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests.
- I. Providers wishing to request an audit waiver must do so at the time of contracting.

### **XIII. Provider Responsibilities and Performance of Service**

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- F. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period. Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- G. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at [http://docs.legis.wi.gov/code/admin\\_code/dhs/001/12](http://docs.legis.wi.gov/code/admin_code/dhs/001/12)). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained.

The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.
- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.

- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

**XIV. Debarment and Suspension**

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

**XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability**

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a “Business Associate” within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

**XVI. Privacy and Confidential Information**

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.
- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium

(and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information;
  2. Individually Identifiable Health Information;
  3. Non-Public information related to the County's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
  4. Information designated as confidential in writing by the County.
- C. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- D. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
1. The individual's Social Security Number;
  2. The individual's driver's license number or state identification number;
  3. The number of the individual's financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual's financial account;
  4. The individual's DNA profile; or
  5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.
- E. "Indemnification" means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.
- F. "Equitable relief" means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

- G. Confidential Information does not include information which is required to be disclosed by operation of law.

**XVII. Conditions of the Parties' Obligations**

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider's services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

**XVIII. Legal Status**

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

## Appendix A Information on Allowable Costs

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the *Allowable Cost Policy Manual* distributed by the Department of Health Services.

The Statutes permit allowances for profit for proprietary agencies and retention of excess revenue for non-profit agencies for specific cost categories. **The amount allowable on an annual basis is determined by applying a percent equal to a maximum of net allowable operating costs**; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human Services, those limits have been set at 5 percent for both proprietary agencies and non-profit agencies. Please see the *Allowable Cost Policy Manual* for more information on retention of excess revenues.

The following list of descriptions of allowable cost items is recommended as being consistent with the *Allowable Cost Policy Manual*. Provider agencies are responsible to assure that they are familiar with and use the most current allowable cost policies.

### 1. SALARIES

#### a. Owner Salaries:

Salaries paid to individuals with a 50 percent or more interest in the organization. Interests of related parties will be combined. Related parties are defined as entities with common ownership or control as well as immediate family relationships.

Enter the total actual salary of owner(s). Also indicate the approximate FTE allocated to the requested program(s) during the year by owner(s).

#### b. Employee Salaries:

Wages earned by an agency's regular and temporary employees. Wages earned are defined as for current services and include gross compensation paid in the form of cash, products, or services.

#### c. Bonus Policy:

If your agency provides bonuses to employees, please attach your bonus policy to Supporting Schedule #1; i.e., how are bonuses distributed, where do you budget the bonuses (e.g., salaries) and what categories of employees (e.g., direct-care staff, owner, director, etc.) receive the bonuses.

### 2. FRINGE BENEFITS

Fringe benefits are allowances and services provided to employees in addition to regular wages.

Fringe benefits will be budgeted as a percent of wages based on prior year actual with necessary adjustments.

The employer's share of fringe benefits may include, but are not limited to, the following:

- Health and Health care Insurance Plans

- Life Insurance
- Professional Liability Premiums
- Retirement plans if paid pursuant to an IRS approved plan
- Social Security Tax
- Unemployment Compensation Taxes or benefits paid if under a self-insured plan
- Other benefits paid by agencies pursuant to negotiated Union contracts
- Staff Food - Meals provided to staff who have no meal period and must remain on duty are allowable. Meals provided to other staff must be for a charge. Food costs associated with staff who receive a break are not allowable and should not be included as a cost in the budget.

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan, or as a direct payment of benefits when awarded if self-insured.

### **3. TRAVEL REIMBURSEMENT TO STAFF**

Employee reimbursement for actual, reasonable and necessary expenses incurred. This would include personal car mileage, not to exceed the federal/IRS rate, public transit, lodging, and meals while traveling.

### **4. CLIENT TRANSPORTATION**

Cost incurred in transporting clients such as contract services, public transit, and mileage payments to staff or volunteers, not to exceed federal/IRS rate and emergency transportation.

### **5. RECRUITMENT**

Expenses related to advertising for candidates for vacant positions.

### **6. TRAINING/STAFF DEVELOPMENT**

Training costs including conference registrations, travel, lodging, and costs for in-house training for staff development which directly benefits the program.

### **7. SUPPLIES**

- a. Household & Linens: This account should include brooms, brushes, cleaning compounds, disinfectants, drinking cups, insecticides, mops, polish, scrub buckets, toilet paper, drapes, curtains, shades and other housekeeping supplies. It should also include the cost of laundry and cleaning supplies, etc. Linens would include towels, washcloths, and bedding.
- b. All Other Supplies: This account reflects supplies and expenses related to operation of the administrative offices which includes such things as general office supplies, postage, forms, and stationery. Receipts and refunds for these items will be credited directly to this account. Health care supplies such as first aid supplies, etc. Program supplies would include various items needed for carrying out activities for/with clients such as recreational supplies.

### **8. FOOD**

The cost of food provided to clients which include the cost of a bag lunch for residential clients who attend outside day programming.

## **9. TELEPHONE FOR FACILITY**

This includes regular billing, installation, and removal of telephones, and long-distance calls, as well as answering services for additional telephone services as needed to enable personnel to be contacted on an emergency basis.

## **10. TELEPHONE FOR RESIDENTS**

If there are identifiable costs related to resident use of telephone in residential programs, enter those costs.

## **11. CABLE TELEVISION**

Cable television for common areas in residential programs is charged to this account. The cost of cable for private rooms is a client expense and cannot be included in the budget.

## **12. INSURANCE**

Premiums for fire, liability, boiler, surety bonds, and other forms of insurance, exclusive of payroll-related insurance will be charged to this account. If the provider coverage is included with other groups in a single policy, an equitable distribution of the premium should be recorded on the provider records.

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan, or as a direct payment of benefits when awarded if self-insured.

## **13. UTILITIES**

Water, electricity, gas and other fuels will be charged to this account.

## **14. REPAIRS AND MAINTENANCE**

Building: Improvements which result in an increase in useful life over current useful life shall be capitalized (see DEPRECIATION). Expenditures which do not extend useful life but merely keep the facility in ordinary efficient operating condition are classified as repairs and maintenance.

All materials and parts used in repairing and maintaining the building will be included in this account.

Charges to this account include such things as lubricants, light bulbs, fuses, ash cans, fire extinguishers and other supplies used in providing heat, light, power, air conditioning, ventilation and water softening.

Equipment: Cost of service and parts to repair and maintain equipment.

Vehicle: This account will include vehicle operating expenses such as gas, oil, grease, tires, batteries, and licenses. Repair parts purchased and repairs made by outside concerns to such equipment will also be included in this account.

## 15. RENTAL OF PROPERTY AND EQUIPMENT

Rent for property or equipment will be paid with the following requirements:

- a. For major items, a copy of the lease may be required. The Purchaser may request a listing of limited partnership investors.
- b. Where applicable, proper capital lease accounting must be used.
- c. Rental rates may not exceed fair market value for similar property, equipment.

## 16. DEPRECIATION

Depreciation is an allowable expense under the following conditions:

The depreciation must be:

Identifiable and recorded in the agency's accounting records;

The cost of equipment and other capital expenditures with an acquisition cost exceeding \$5,000 can be recovered through the use of depreciation or use allowance. However, under certain circumstances and only with a written waiver from DHS obtained prior to making the purchase, equipment and other capital expenditures with an acquisition cost exceeding \$5,000 can be expensed at the time of purchase.

Building/property (less land value) as applicable must be depreciated using the straight-line method over a minimum of 30 years.

Other assets must be prorated over the estimated useful life of the asset using the straight-line methods; no accelerated depreciation is allowed.

***Note: Mortgage (principal) payments, should the respondent prefer to propose a vendor owned and controlled program site, are not allowable costs. These payments represent acquisition costs and are reimbursed through depreciation expense.***

## 17. INTEREST

Interest associated with liability in excess of agency net assets will not be allowed.

Interest on newly constructed buildings should be capitalized according to Generally Accepted Accounting Principles.

## 18. PURCHASES OF SMALLER ITEMS

Furnishings and equipment with a cost of less than \$5,000 should be expensed in one year and reflected on the room and board line.

## 19. PROFESSIONAL FEES

All professional fees incurred in the normal course of providing service to clients or complying with the terms of the County contract should be charged here. This would include legal, accounting, auditing and data processing.

## 20. LICENSES

Licenses necessary to operate the agency are allowable. Divide license cost by the number of years the license is valid.

## 21. TAXES

- a. Real Estate Taxes: Real estate taxes or payments in lieu of taxes which the agency is legally required to pay.
- b. Corporate Income Taxes: The tax liability of incorporated vendors.

## 22. OTHER ALLOWABLE EXPENSES

Expenses not included in above categories (identify).

## 23. SUBTOTAL OF COSTS OR NET ALLOWABLE OPERATING COSTS

Agencies should find the total cost of the categories shown above. This amount is used to compute ALLOWABLE PROFIT where permitted.

## 24. ALLOWABLE PROFIT

Not-for-profit agencies should enter ZERO in this line. Not-for-profit agencies are permitted to retain 5% in excess revenues generated by rates according to guidelines in the Sheboygan County contract, to be used to reduce the next years' service rate.

For-profit agencies may add an allowance for profit. The allowance is subject to these general guidelines:

- o No provision for profit should be included in any other line item.
- o Once the budget is approved, the Provider is not to request budget adjustments from the Purchaser except for major, unanticipated situations.

Allowable profit is computed as follows:

- a. Determine the Net Allowable OPERATING Costs. (This is the amount in line 23 in the recommended worksheet.)
- b. Multiply the Net Allowable OPERATING Costs by 0.05 (5%).

## 25. TOTAL ALLOWABLE COSTS

Add NET ALLOWABLE OPERATING COSTS to ALLOWABLE PROFIT (In each column, line 23 + line 24).

**XIX. Signatures**

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

**For County:**

\_\_\_\_\_  
Thomas D. Eggebrecht, Director  
County's Authorized Representative  
Sheboygan County Health & Human Services

\_\_\_\_\_  
Date

**For Provider:**

\_\_\_\_\_  
Provider's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title:

Federal ID #: \_\_\_\_\_

# III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderpersons Donohue and Hou-Seye.  
March 6, 2017.

A RESOLUTION directing a public hearing to be held in connection with amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

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

## NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 5, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_

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

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderpersons Donohue and Hou-Seye.  
March 6, 2017.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1031 Maryland Ave. from Class UI Urban Industrial to Class CC Central Commercial Classification.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 5, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UI Urban Industrial to Class CC Central Commercial Classification.

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# VI

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. C. No. 349-15-16 by Finance and R. O. No. 209-15-16 by the City Clerk submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises; recommends that the documents be placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

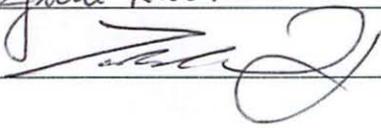
7.18

R. C. No. 349 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 209-15-16 by the City Clerk submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss); recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)*

*File RO 209.*

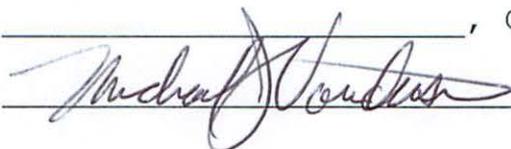
Julie Kath  


\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. , Mayor

II

4.3

R. O. No. 209- 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss).

*France*

---

City Clerk

4.3



2018



PO Box 13216 / Green Bay, WI 54307-3216  
Fax: 920-662-8340  
Direct Fax: 888-220-8707

rec'd 11-9-15  
Claim# 14-15

November 3, 2015

City Of Sheboygan  
Risk Management  
825 Center Ave, Ste 100  
Sheboygan, WI 53081

Member: Martha Leppanen  
Patient: Doug Leppanen  
Date of Loss: 07/17/2015  
Optum File#: SN12353184

Dear Risk Management:

Optum represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on your premises on the above date of loss. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide.

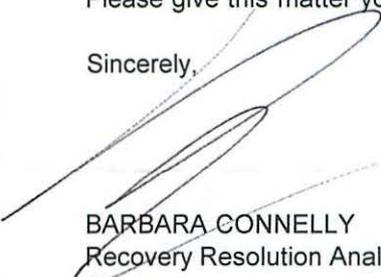
Our investigation of this loss indicates that it may be a liability situation.

Please forward this information to your liability insurance carrier. If you do not have liability insurance, then you must contact us to make the necessary arrangements for our subrogation claim.

Consider this letter as our **SUBROGATION NOTICE** for the above loss.

Please give this matter your immediate attention.

Sincerely,



BARBARA CONNELLY  
Recovery Resolution Analyst 920-662-8261  
Optum

Case # 14-12

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**VI**

R. C. No.         - 16 - 17        . By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 155-16-17 by the City Clerk submitting a claim from Wilson Mutual Insurance Company on behalf of their insured L.C.N.R., LLC for alleged damages to their property due to sewer backup; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

9.6

R. O. No. 155 - 16 - 17. By CITY CLERK. November 7, 2016.

Submitting a claim from Wilson Mutual Insurance Company on behalf of their insured L.C.N.R., LLC for alleged damages to their property due to sewer backup.

~~Invoice~~  
deny & send  
not. of Disallowance

---

City Clerk

Claim # 1516

**Wilson Mutual**  
INSURANCE COMPANY

P.O. Box 908, Sheboygan, Wisconsin 53082-0908

Phone: 920-458-3359 Fax: 866-688-7212

November 1, 2016

NOV 4 '16 PM 12:57



LAURIE SUHRKE  
CITY OF SHEBOYGAN CITY HALL  
828 CENTER AVE 2ND FLOOR  
SHEBOUGAN WI 53081

Our file no.	:	5639877
Our insured	:	L.C.N.R. LLC
Date of loss	:	05/06/2016
Amount paid by MMIC	:	\$ 9,485.61
Our insured's deductible	:	\$500.00
Total amount due	:	\$ 9,985.61

On the above-referenced date our insured incurred a loss. Our investigation determined you are responsible for this loss. We have paid for our insured's damage and request reimbursement from you for the total amount due \$ 9,985.61.

- If you are insured, please refer this matter to your insurance company immediately.
- If you are not insured, CALL US IMMEDIATELY to pay all damages now. Visa and MasterCard Cards are accepted.
- If you are not insured, and you wish to set up a payment plan, CALL US IMMEDIATELY or complete the enclosed form and return in self-addressed envelope.

**Please be sure to reference the Claim Number, 5639877, on all correspondence to ensure proper routing.**

Wilson Mutual Insurance Company

TERRY HELMAN  
RECOVERY SPECIALIST  
(614) 225-8547 OR (800) 200-2550 EXT 5  
FAX: (866) 688-7212  
WILSONCLAIMS@WILSONMUTUAL.COM

Enclosure

The Motorists Insurance Group

Motorists Mutual Insurance Company  
Motorists Life Insurance Company  
MICO Insurance Company

Motorists Commercial Mutual Insurance Company  
MCM Insurance Agency, Inc.

Wilson Mutual Insurance Company  
Broad Street Brokerage, LLC

Iowa Mutual Insurance Company  
Iowa American Insurance Company  
Phenix Mutual Fire Insurance Company



\*0080056398770\*

1 of 53

Claim Number 5639877

**Please complete and return this form –Thank you**

Did you have insurance on the date of the loss? Yes \_\_\_\_\_ No \_\_\_\_\_

Your Insurance Company Name and Phone # \_\_\_\_\_

Your Insurance Company Address \_\_\_\_\_

Policy Number \_\_\_\_\_

Claim Number \_\_\_\_\_

Your Agent's Name and phone # \_\_\_\_\_

Your Agent's Address \_\_\_\_\_

I wish to make a payment plan for the total amount owed? Yes \_\_\_\_\_ No \_\_\_\_\_

Minimum 10% of amount due required as down payment \_\_\_\_\_

What day of the month do you want the payments to come due? \_\_\_\_\_

What amount will you pay each month? \$ \_\_\_\_\_

Your Full Name \_\_\_\_\_

Your Present Address \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Work Phone Number \_\_\_\_\_

Employer Name and Address \_\_\_\_\_

Date of Birth \_\_\_\_\_

Drivers License Number \_\_\_\_\_

Social Security Number \_\_\_\_\_



\*0040056398770\*

2 of 53



**Claim No.:** 5639877  
**Check No.:** 0000218784    **Date Issued:** 08/23/2016  
**Check Amount:** \$668.33  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920) 395-0112

L.C.N.R. LLC  
W5041 CTY HWY F  
WALDO, WI 53093

**For:** BUILDING

DIFFERENCE BETWEEN THE FIRST PAYMENT

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Check No. 0000218784**

**Date of Loss:** 05/06/2016

**Date Issued:** 08/23/2016

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BUILDING

**\*\$668.33**

**Pay** ■ SIX HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-THREE CENTS \*\*\*\*\*

**To The Order Of**    L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE**  
Void Over \$668.33

**NON-NEGOTIABLE**

C0000218784C B075906346B

818453C



\*00C0056398770\*

3 of 53

Hi Yan.

Regards to: Claim no. 5639877

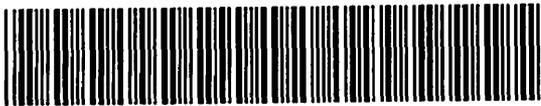
Here are the bills for the City of Sheboygan nearly two foot sewer back up and gray paint residue that was in the sewer water that back up into the building at 2214 Superior Ave. Sheboygan.

Included are the bills from:

Sixel & Schwinn	\$353.33
Glenns plumbing	\$315.00
Professional Services	\$3643.50
LCNR LLC	\$1638.00
Receipts for the water heaters and parts to install water heaters.	\$1578.77
Sump pump.	\$135.45
Washer and dryer and parts.	\$1671.54
Estimate Cost for two chairs, vacuum cleaner with tax.	\$46.18
Estimate Cost for vacuum cleaner with tax.	\$134.40
Estimate cost for electric stove with tax.	\$471.45

Any questions feel free to call me 920-627-8002.

Larry Strassburg



\*0020056398770\*

4 of 53

**SIXEL & SCHWINN, INC.**

N7677 RANGELINE ROAD  
SHEBOYGAN, WI 53083  
Phone #: (920) 565-2131  
Fax #: (920) 565-4413

**Invoice**

Customer No.: STRASSBURG L  
Invoice No.: 38641

Bill To: **LARRY STRASSBURG**  
W5041 COUNTY F  
WALDO, WI 53093

**Electrical, Water Systems  
Plumbing, & Hydronic Heating**

Date	Ship Via	P. O. Number	Terms
05/19/16			OVER 30 DAYS 1 1/2% PER MONTH

Quantity	Item Number	Description	Unit Price	Amount
		REPLACE CUSTOMER SUPPLIED WATER HEATERS IN BASEMENT AT 2214 SUPERIOR AVE, SHEB.: WATER HEATERS DAMAGED BY BASEMENT FLOODING FROM SEWAGE BACKUP.		
1		MISCELLANEOUS FITTINGS	21.50	21.50
2.250		5/9/16 - LABOR	70.00	157.50
1.250		5/10/16 - LABOR	70.00	87.50
		CHECK OUT ELECTRICAL PANELS FOR DAMAGE FROM SEWAGE BACKUP:		
1.000		5/10/16 - LABOR	70.00	70.00
		Invoice subtotal		336.50
		Sales tax @ 5.00000%		16.83
		Invoice total		353.33



\*00A0056398770\*

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5-6-16

GLENN POWERS  
2023 N. 9th Street  
Sheboygan, WI 53081  
(920) 457-5394

GLENN'S DRAIN AND SEWER CLEANING SERVICE

Name: Marty Straussberg LCNR LLC  
Address: W 5041 Hwy F Waldo 53093  
Phone: 627-8002  
Rental: 2214 Superior  
Kitchen: \_\_\_\_\_  
Bathroom: \_\_\_\_\_  
Basement: Alia's Sewer line from water  
Parks: \_\_\_\_\_  
Service Call: 300<sup>00</sup>  
Tax: 15<sup>00</sup>  
Total: 91315<sup>00</sup>

Payment in full upon completion.

*Thank You*



\*0060056398770\*

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**PROFESSIONAL SERVICES**

1034 ST CLAIR AVE  
SHEBOYGAN, WI 53081  
920-980-5564

**INVOICE**

Bill To: LARRY STRASSBURG  
W5041 COUNTY F  
WALDO, WI 53093

DATE: JUNE 21, 2016

CLEANING AND REPAIRS AT 2214 SUPERIOR AVE.

MAIN AREA 25\*28 AND STAIRS AND HALLWAY 6\*9

HEAVY CLEANING OF SEWAGE AND GRAY PAINT RESIDUE FROM FLOOR, STAIRWAY, HALLWAY,

STUD WALLS IN STORAGE LOCKER AREAS AND THREE FEET UP ON PERIMETER WALLS. \$550.00

APPLIED ANTIMICROBIAL AGENT ON THE ABOVE. \$230.00

MOVE OUT AND RESET LARGE ROOM CONTENTS. \$55.00

CLEANED HEAVY INTERIOR AND EXTERIOR 2 WASHERS, 2 DRYERS AND RANGE. \$110.00

CLEANED PALLETS, STORM DOORS, STORM WINDOWS AND OTHER MISC. CONTENTS

BELONGING TO THE APARTMENT BUILDING. \$120.00

SET UP AIR MOVER AXIAL FANS AND REMOVAL. \$235.00

REPLACED AND INSTALLED SIX INTERIOR DOORS, HINGES, LOCKS AND HUNG. \$750.00

PREPARE PERIMETER 3 FOOT UP FOR PAINT, MASKED TAPE, PAINT WALLS WITH 2 COATS. \$780.00

REPLACED 12' ELECTRIC BASE BOARD HEATER. \$200.00

HAUL DEBRIS INCLUDING DUMP FEES. \$110.00

PICKUP AND INSTALLED WASHER AND DRYER, CHANGE COIN FEED AMOUNT AND RUN APPLIANCE CYCLE. \$330.00

INVOICE SUBTOTAL	\$3470.00
SALES TAX	<u>\$173.50</u>
INVOICE TOTAL	\$3643.50

THANK YOU



\*00E0056398770\*

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LCNR LLC  
W5041 County Rd F  
Waldo WI 53093

Bill to:  
Name: Larry Strassburg  
Address: 2214 Superior Ave. Sheboygan, WI 53081

<u>Charges: Material and Labor</u>	<u>Amount</u>
Initial cleaning and scrubbing of sewer backup with grey paint residue at 2214 Superior Ave.	\$864.00
5/9/19 Purchase and pick up of 2-50 gal water heaters	\$72.00
5/9/16 Assisted Sixel & Schwinn in the installation of two water heaters	\$81.00
5/9/16 Installed water pipe insulation tubing, programmed water heaters, cleaned up area and card board boxes, misc material.	\$216.00
5/10/16 19 Purchase and pick up of 40 gal water heater and sump pump.	\$72.00
5/10/16 Assisted Sixel & Schwinn in the installation of water heater.	\$45.00
5/10/16 Installed water pipe insulation tubing, cleaned up area of card board boxes and misc material, removed and installed sump pump.	\$216.00
Time inquiring for and purchase of new washer, dryer and stove.	\$72.00
<b>Total Charges:</b>	<b>\$1638.00</b>

---

Submitted by: LCNR LLC

Date: June 14, 2016



\*0080056398770\*

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Use Your  2%  
BIG CARD  REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53063

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/07/16

If you have questions regarding the charges on your receipt, please email us at:  
SHEBfrontend@menards.com



Sale Transaction

3/4" FEMALE ADAPTER CXFP		
6871194	2 @2.48	4.96
3/4" COPPER COUPLING		
6871123	2 @0.40	0.80
50 GAL TALL ELECT 12 YR		
6638606		569.00
TOTAL		574.76
TAX STATE OF WI 5%		28.74
TOTAL SALE		603.50
Menard Contractor Card 1025		603.50
044247		
Swiped		
Job # or Name : 0		

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP  
PLEASE RETAIN FOR YOUR RECORDS.

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, alex

91175 23 0405 05/09/16 11:56AM 3247

Use Your  2%  
BIG CARD  REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53063

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 06/07/16

If you have questions regarding the charges on your receipt, please email us at:  
SHEBfrontend@menards.com



Sale Transaction

3/4" COPPER COUPLING		
6871123	2 @0.40	0.80
3/4" FEMALE ADAPTER CXFP		
6871194	2 @2.48	4.96
50 GAL TALL ELECT 12 YR		
6638606		569.00
TOTAL		574.76
TAX STATE OF WI 5%		28.74
TOTAL SALE		603.50
Menard Contractor Card 1025		603.50
044209		
Swiped		
Job # or Name : 0		

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP  
PLEASE RETAIN FOR YOUR RECORDS.

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, alex

91175 23 0404 05/09/16 11:55AM 3247



\*0040056398770\*

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# True Value.

MARTENS-TRILLING TRUE VALUE  
901 Michigan Ave.  
Sheboygan, WI 53081  
1-826-457-5541

Transaction# 0782772  
Associate Name  
Date: 05/09/2016 Time: 01:21:28 PM

\*\*\* SALE \*\*\*

3/4 DDP 90 DEG Elbow *return need 3*  
732133  
685788212551 *HA*

---

Subtotal: \$14.00  
SA - State Tax: \$0.75  
TOTAL: \$15.00  
*5-10*

VISA: \$15.00  
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE  
ACCORDING TO CARDHOLDER'S AGREEMENT  
WITH ISSUER.

Approval: 03478C  
UNCL VISA \*\*\*\*\*02553  
EXP: 11/16  
NAME: LAWRENCE STRASSBURG  
AMT: 15.00



SA - Authorized Signature

SEE US ON FACEBOOK @  
TRILLING TRUE VALUE

Please keep your Receipt. NO RETURNS  
WITHOUT RECEIPT. ALL RETURNS OR  
EXCHANGES MUST BE WITHIN 90 DAYS OF  
ORIGINAL PURCHASE DATE. IF AFTER 90  
DAYS NO RETURNS, EXCHANGES OR REFUNDS  
WILL BE GIVEN.





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Use Your  2%  
BIG CARD  REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 06/06/16

If you have questions regarding the  
charges on your receipt, please  
email us at:  
SHEBfrontend@menards.com



Sale Transaction

Cust name: Strassburg, Larry  
1/2 HP CAST IRON PED PUM  
6811671 129.00  
ORDER 91144  
40 GAL MED ELECTRIC 6 YR-PICK  
6835049 324.99  
END OF ORDER  
  
TOTAL 453.99  
TAX STATE OF WI 5% 22.70  
TOTAL SALE 476.69  
Menard Contractor Card 1025 476.69  
017976  
Swiped  
Job # or Name : superior

TOTAL NUMBER OF ITEMS = 2

GUEST COPY

The Cardholder acknowledges receipt of  
goods/services in the total amount shown  
hereon and agrees to pay the card issuer  
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP  
PLEASE RETAIN FOR YOUR RECORDS.

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, Ann

30894 07 7295 06/10/16 07:25PM 3247

Use Your  2%  
BIG CARD  REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 06/07/16

If you have questions regarding the  
charges on your receipt, please  
email us at:  
SHEBfrontend@menards.com



Sale Transaction

CG-3/4" TOP T&P DISCHARG  
6831736 2 @6.97 13.94  
3/4" 90DEG STREET ELBOW  
6671356 3 @1.57 4.71  
  
TOTAL 18.65  
TAX STATE OF WI 5% 0.93  
TOTAL SALE 19.58  
CASH 100.00  
CHANGE 80.42-

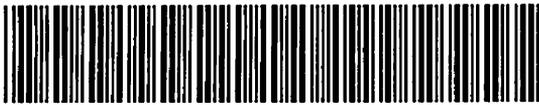
TOTAL NUMBER OF ITEMS = 5

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, Beth J

91168 03 2797 06/09/16 07:15PM 3247



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Use Your  2%  
BIG CARD REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 09/06/16

If you have questions regarding the  
charges on your receipt, please  
email us at:  
SHEBfrontend@menards.com



Sale Transaction

Cust name: L.C.N.R. LLC  
ALUMINUM D2D CONNECT, KI  
6399370 15.99  
2" - 4" METAL CLAMP  
6399369 2 @1.38 2.76  
3' 30A 3-WIRE DRYER CORD  
3702538 10.99  
5' HE WASH MACHINE SUPPL  
6794604 24.98  
MENARD REBATE NO: 6136286990 141.17-  
Remaining Balance: \$0.00  
SPECIAL ORDER 30141706  
WASHER 2.9CF COIN OP WHT -PICK\* SEQ# 1 MA  
4514377 764.10  
DRYER ELECT COIN OP WHT -PICK\* SEQ# 2 MA  
4514387 773.10  
DELIVERY 0.00  
END OF ORDER

TOTAL 1450.77  
TAX STATE OF WI 5% 72.54  
TOTAL SALE 1523.31  
Menard Contractor Card 1625 1523.31  
030850  
Swiped  
Job # or Name : superior

TOTAL SAVINGS 170.80  
TOTAL NUMBER OF ITEMS = 9

See menards.com for return policy details

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, HOLLEY

91365 03 8220 06/09/16 07:08PM 3247



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Estimate From  
**MENARDS®**

Estimate # 98994  
 Page 1 of 1

ESTIMATE FOR:
P.C.N.R. LLC 45241 County Road F Waikole, HI 96993-1614
Ph: (920) 627-6002 PROJECT DESCRIPTION: Superior

STORE # 3247 SHED      PHONE: (920) 565-3334  
 4825 Vanguard Drive      FAX: (920) 565-2596  
 Sheboygan, WI 53083

ESTIMATE BY	ESTIMATE DATE
ANTHONY E.	07/02/15

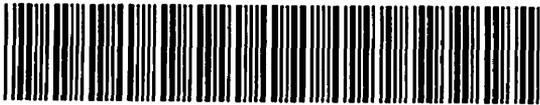
SKU NUMBER	DESCRIPTION	QTY TO ORDER	ADDITIONAL ITEM INFORMATION
455-1069	RANGE ELECTRIC COIL WHT WFC316SOEW FOR WHIRLPOOL, MAYTAG, AMANA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-2301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES	1 EACH	
474-7029	WINDTUNNEL AIR STEERABLE UH72400	1 EACH	
480-3648	PADDED FAB FOLD CHAIR BLK811	2 EACH	

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

TODAY'S SUB-TOTAL: 620.98

tax 31.05  
652.03

**GUEST COPY  
 PAGE 1 OF 1**



\*0060056398770\*

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**Claim No.:** 5639877  
**Check No.:** 0000217684 **Date Issued:** 08/05/2016  
**Check Amount:** \$135.45  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920) 395-0112

L.C.N.R. LLC  
W5041 CTY HWY F  
WALDO, WI 53093

**For:** BPP

SUMP PUMP

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Check No. 0000217684**  
**Date of Loss:** 05/06/2016  
**Date Issued:** 08/05/2016

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BPP

**\*\$135.45**

**Pay** ■ ONE HUNDRED THIRTY-FIVE DOLLARS AND FORTY-FIVE CENTS \*\*\*\*\*

**To The Order Of** L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE**  
Void Over \$135.45

**NON-NEGOTIABLE**

C0000217684C B075906346B

818453C



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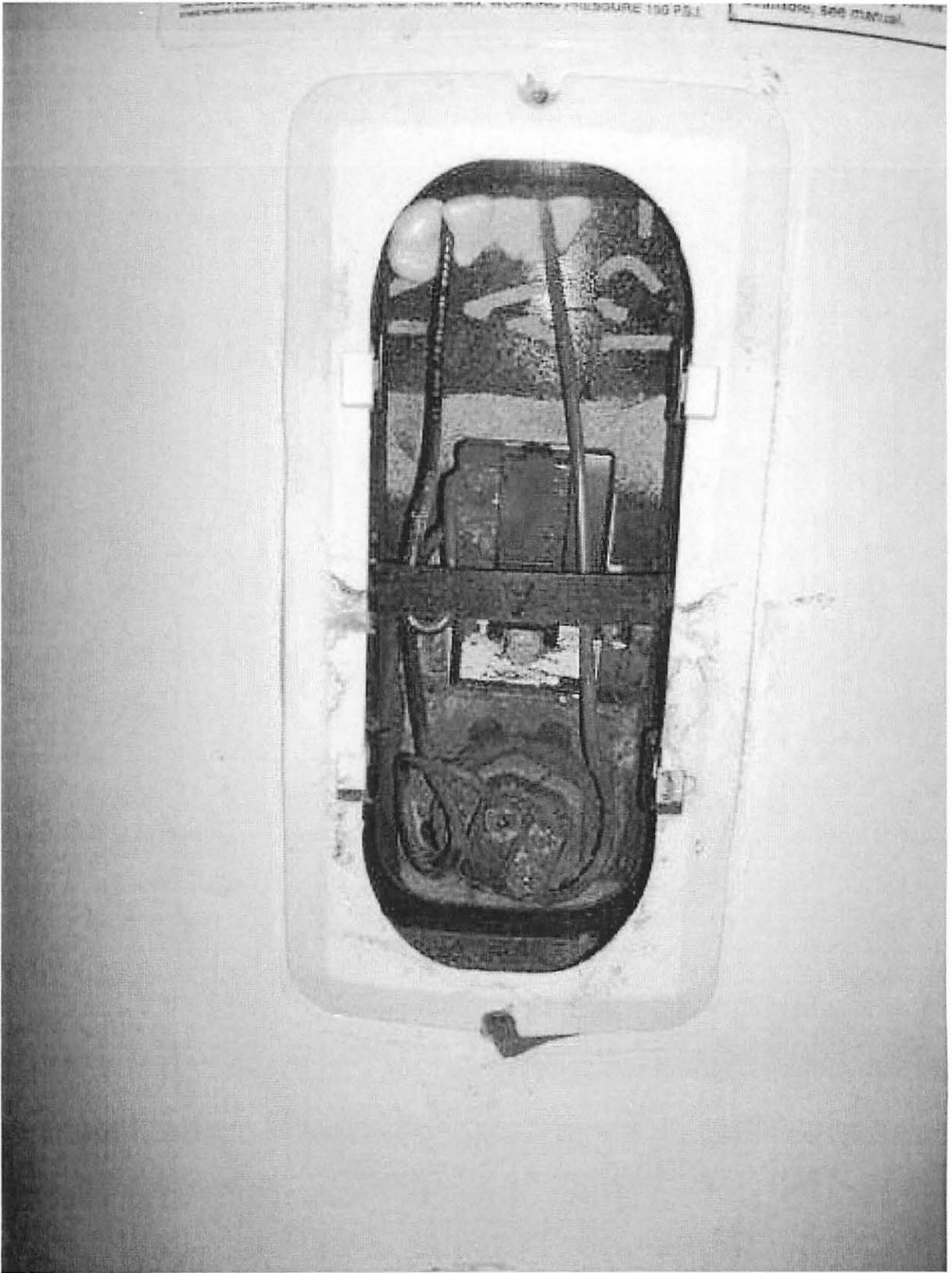
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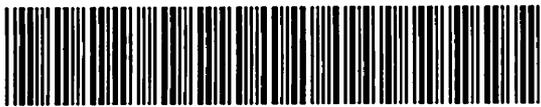




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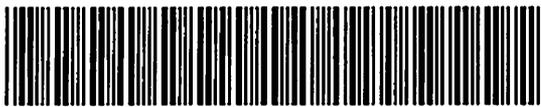




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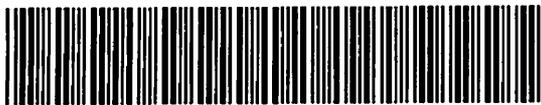




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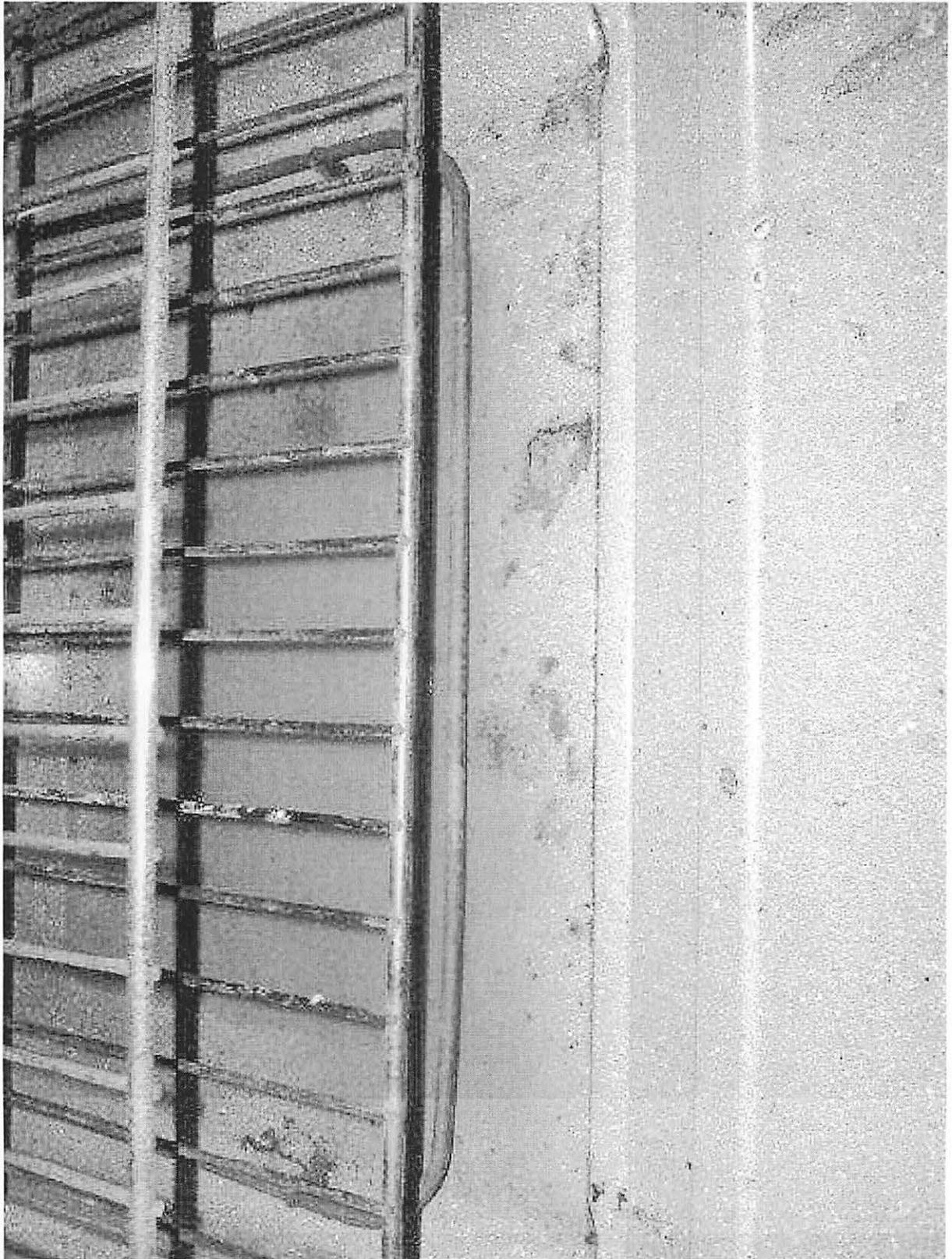
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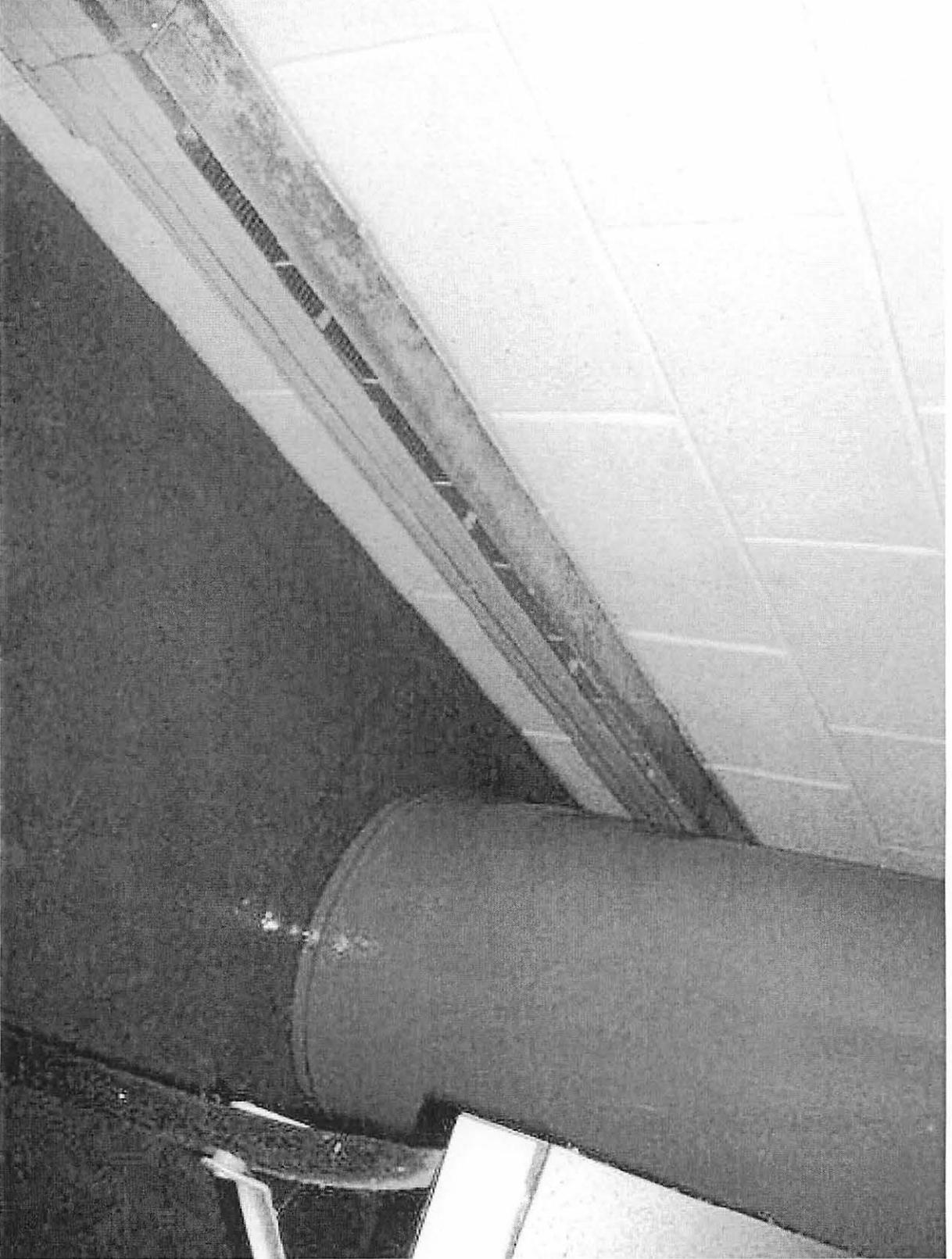
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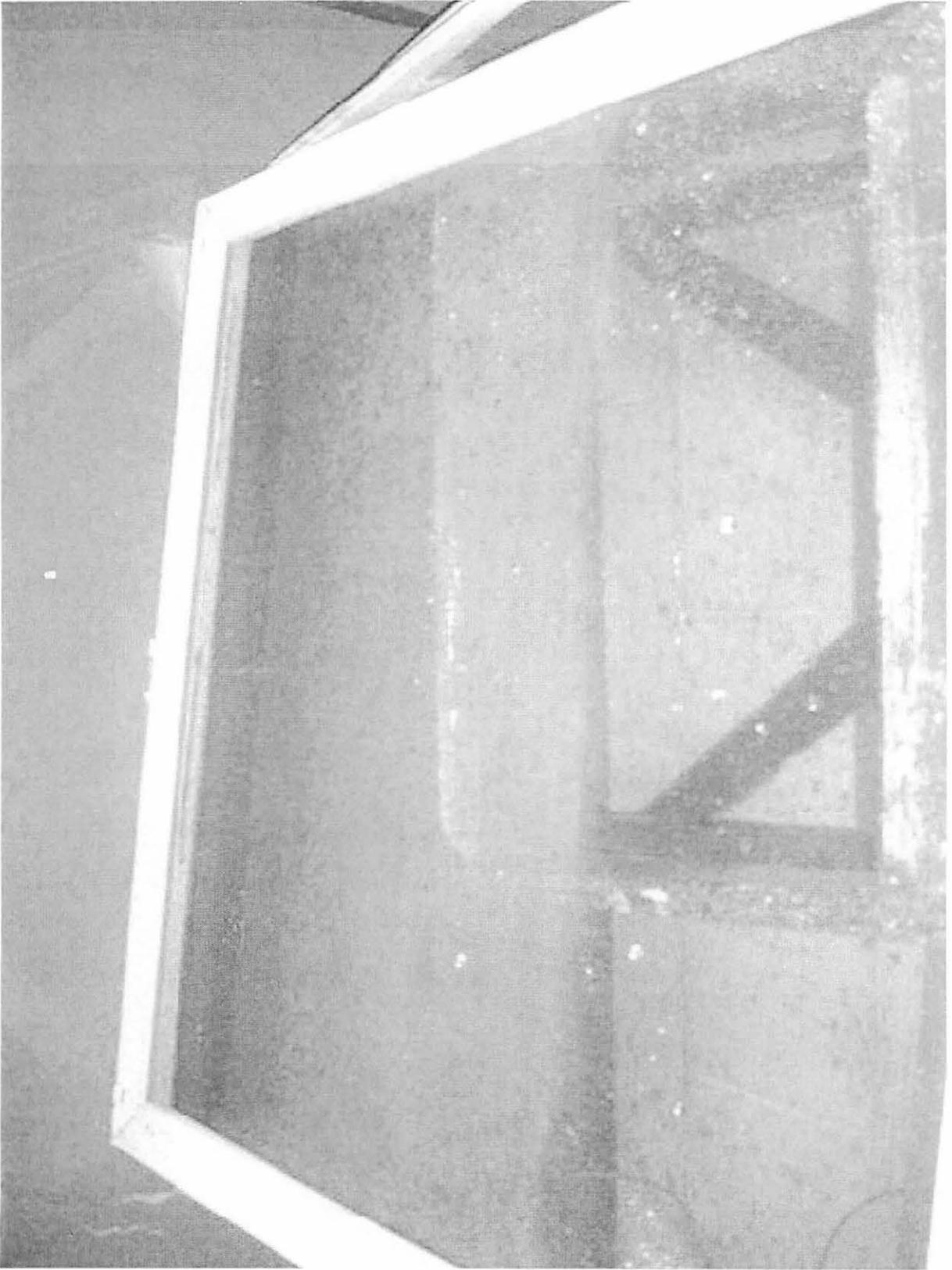
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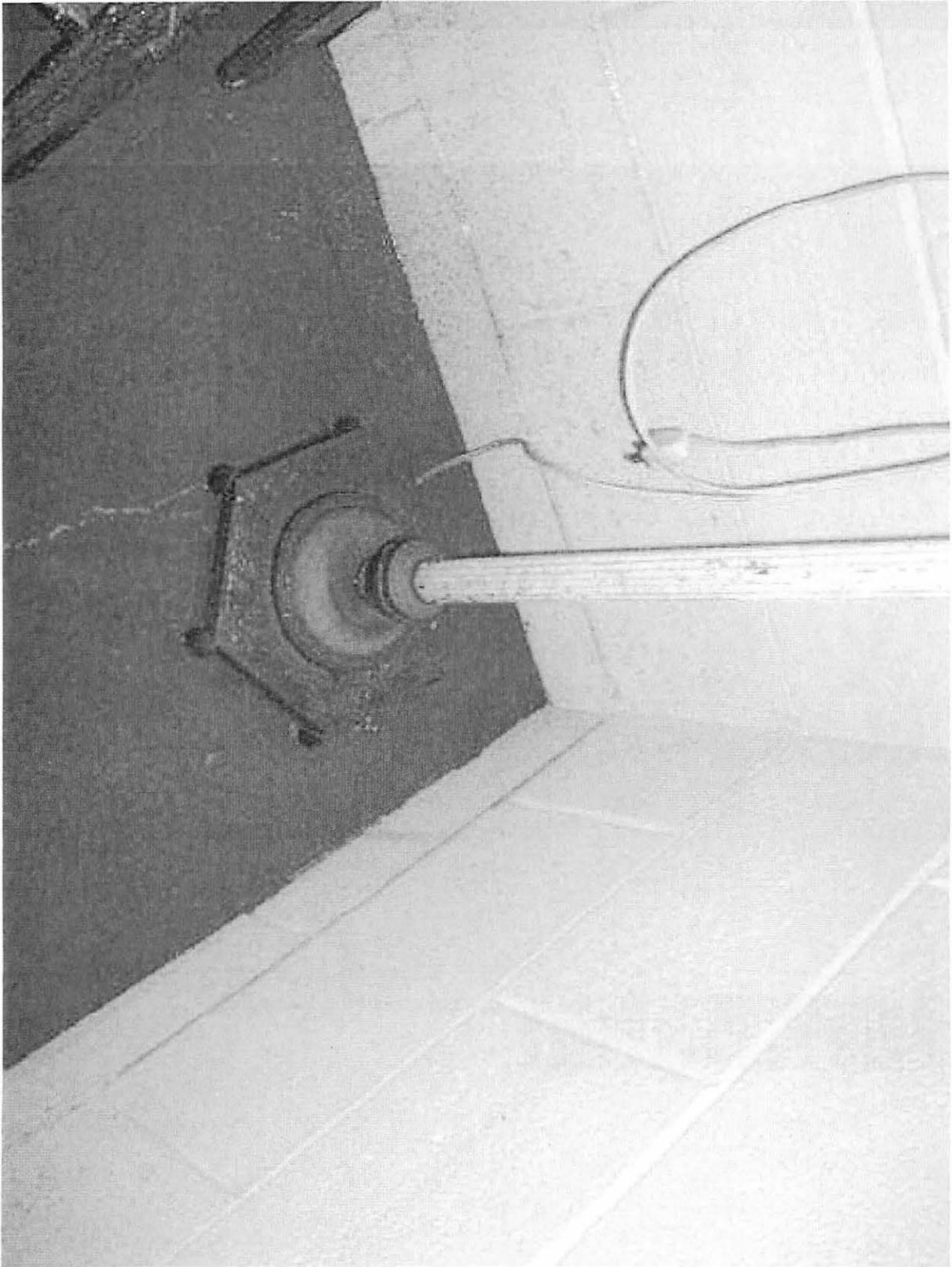
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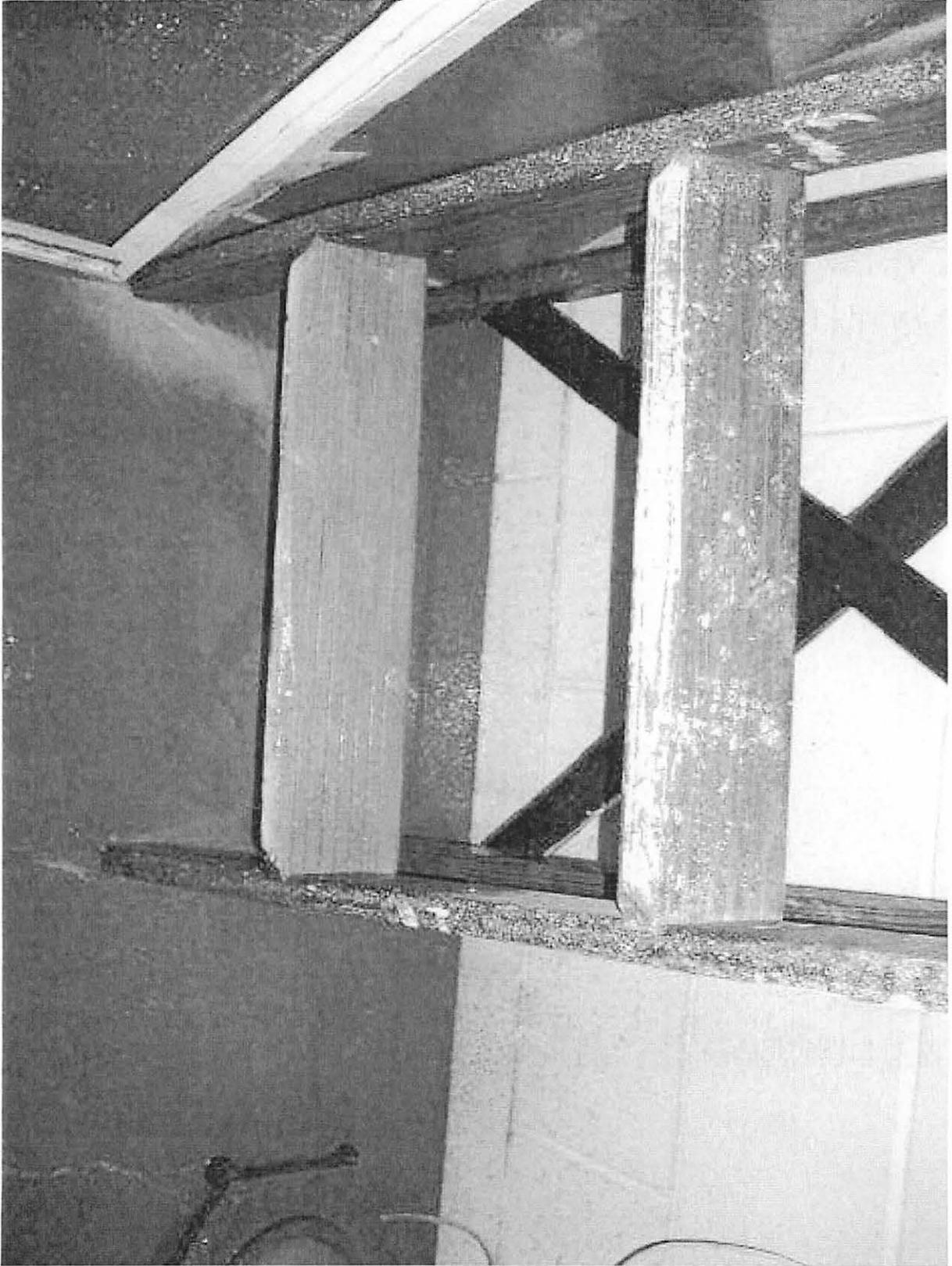
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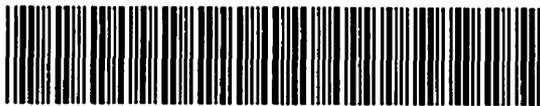




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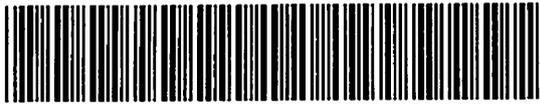




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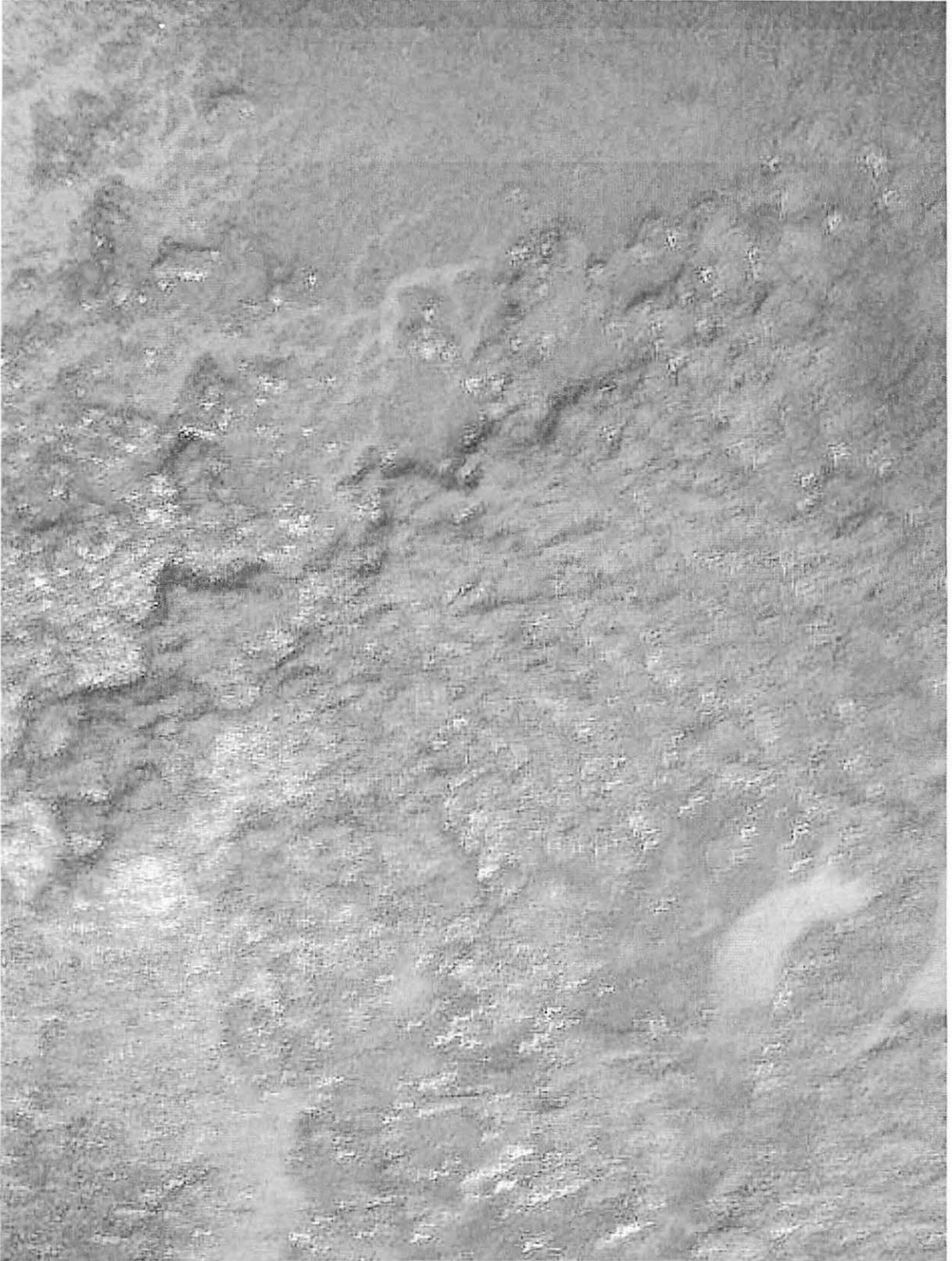
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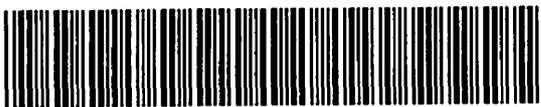
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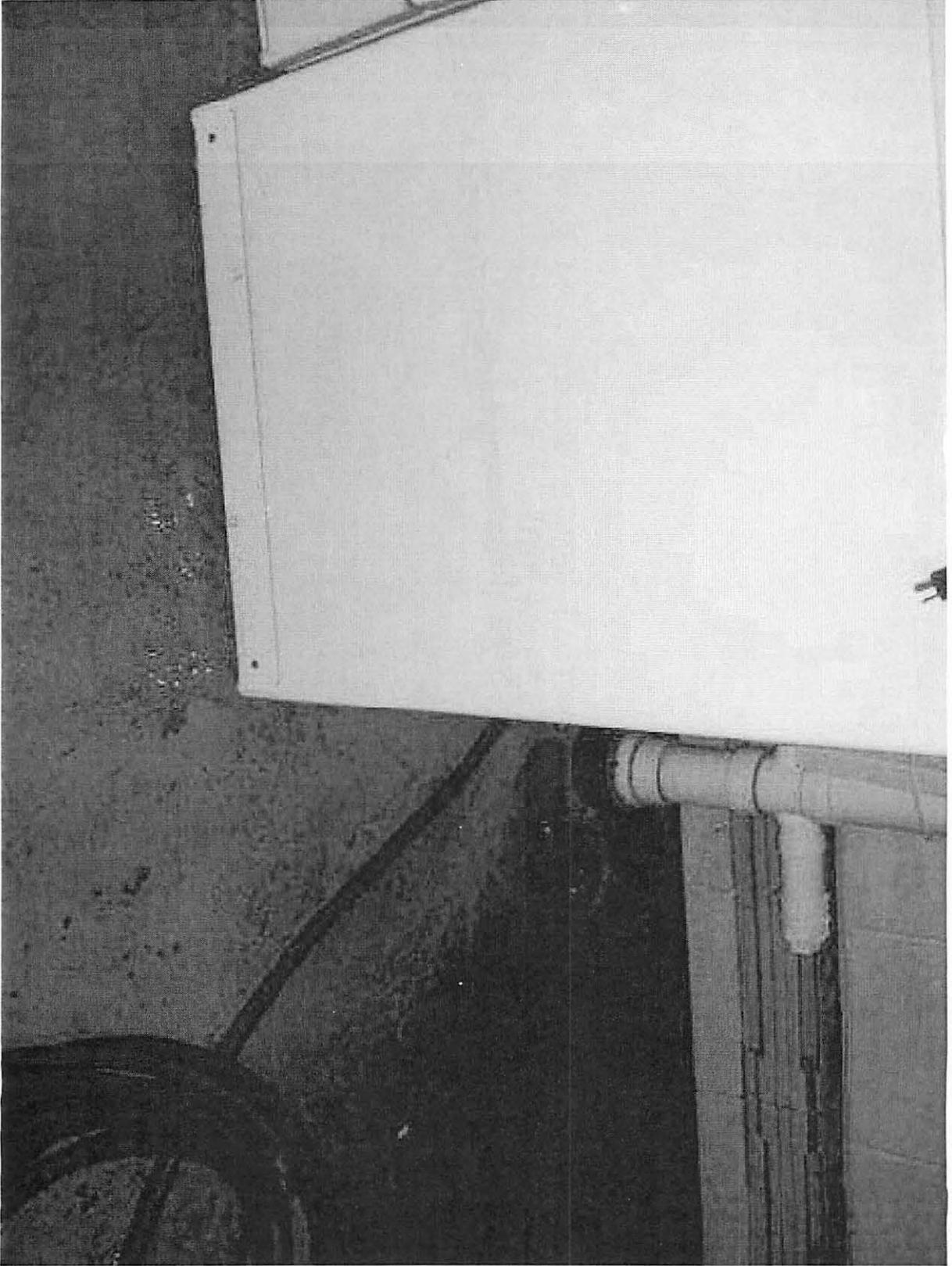
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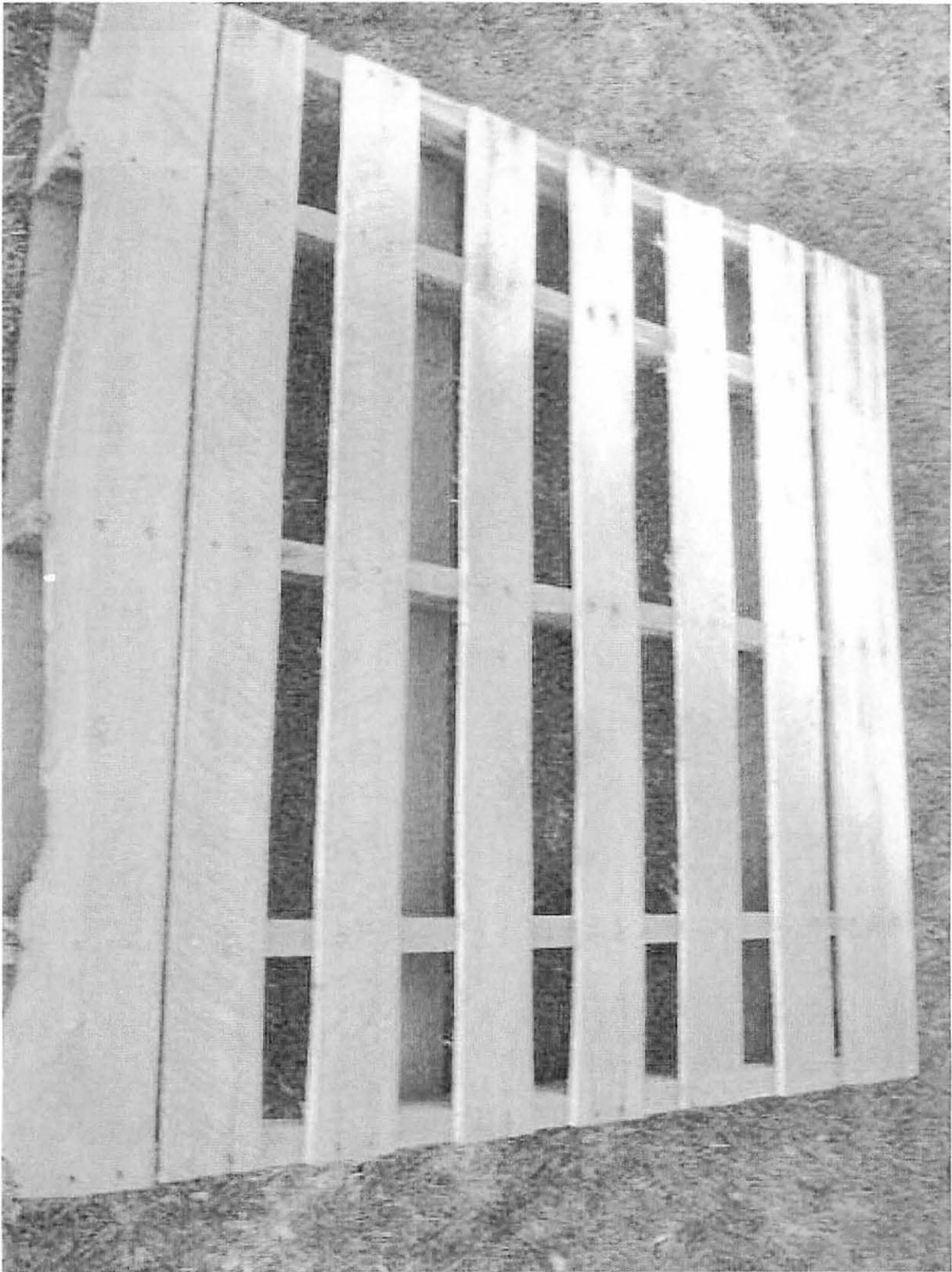
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**Claim No.:** 5639877  
**Check No.:** 0000218785 **Date Issued:** 08/23/2016  
**Check Amount:** \$94.00  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920)395-0112

L.C.N.R. LLC  
W5041 CTY HWY F  
WALDO, WI 53093

**For:** BPP

TAX ON THE WASHER DRYER

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Check No. 0000218785**  
**Date of Loss:** 05/06/2016  
**Date Issued:** 08/23/2016

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BPP

**\*\$94.00**

**Pay** ■ NINETY-FOUR DOLLARS AND ZERO CENTS \*\*\*\*\*

**To The Order Of** L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE**  
**Void Over \$94.00**

**NON-NEGOTIABLE**

C0000218785C B075906346B

818453C



\*0060056398770\*

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## Overflow Response

### Notification Information

Date Received	5/6/2016 1:00:00 PM
Date of Incident	5/6/2016 1:00:00 PM
Name of Claimant	L.C.N.R.,LLC
Address	2214 Superior Ave.
Location of Overflow	Basement had 3' of sewage in basement at one point before we jetted it open.

### Field Data Collected

Notified By	Clark Kleinhans
Age of Sewer	2000 8" pipe
Pipe Size	
Main Material	PVC Pipe
Date of Last Inspection	1/1/2016
Sewer Service Area	30 [232]
Type of Inspection	Visual
Previous Blockage Issues	Yes
Major Industries, Schools, Restaurants in Area	Yes
Rat Control	Yes

### Overflow Data

Has Overflow Reached Surface Waters	No
Overflow Comments	
Superintendent Notification	Yes
Notification Date/Time	5/6/2016 2:30:00 PM

### Actions Taken

Blockage in Main	Yes
------------------	-----



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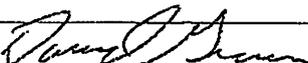
42 of 53

Main Jetted	Yes
Blockage in Lateral	No
Cause of Blockage	Found a lot of paper build up, paint build up, concrete piece, wipes, grease, and small stones in main.
Date/Time Jetting Completed	5/6/2016 2:30:00 PM
Plumber on Site	Yes
List Plumber/Company	Glen from Glen's drain service. Glen said water was rising and it would not go down. He thought he was out about 150' from basement clean out. The water was up to about 3'deep. He called me and I called the guys in the sewer jet.
Comments by City Personnel	They arrived at the address and looked at the main. It was about 2' from the top of manhole. They jetted the main and broke through blockage. The water in the basement started to go down. It also was going down in the main. We checked main four times looking to see when it was all the way down and looking for what might have caused the backup in main. I gave owner a booklet and told him he could put in a claim.
Overflow Photos	
Comments by Claimant	He was shocked at the speed at which it took the guys to get there and start jetting.
<b>Weather</b>	
Was Weather a Factor in Overflow	No
Total Precipitation	
<b>Form Completion</b>	
Fieldwork Completed By	Jim McKenzie
Work Completion Date	5/9/2016
Form Completed By	Clark Kleinhans
Form Completion Date	5/9/2016
Work Reviewed By	Dave Groves



\*0080056398770\*

43 of 53

Leadman Signature	Not Signed
Supervisor Signature	<del>Not Signed</del> 

2214



Go gje

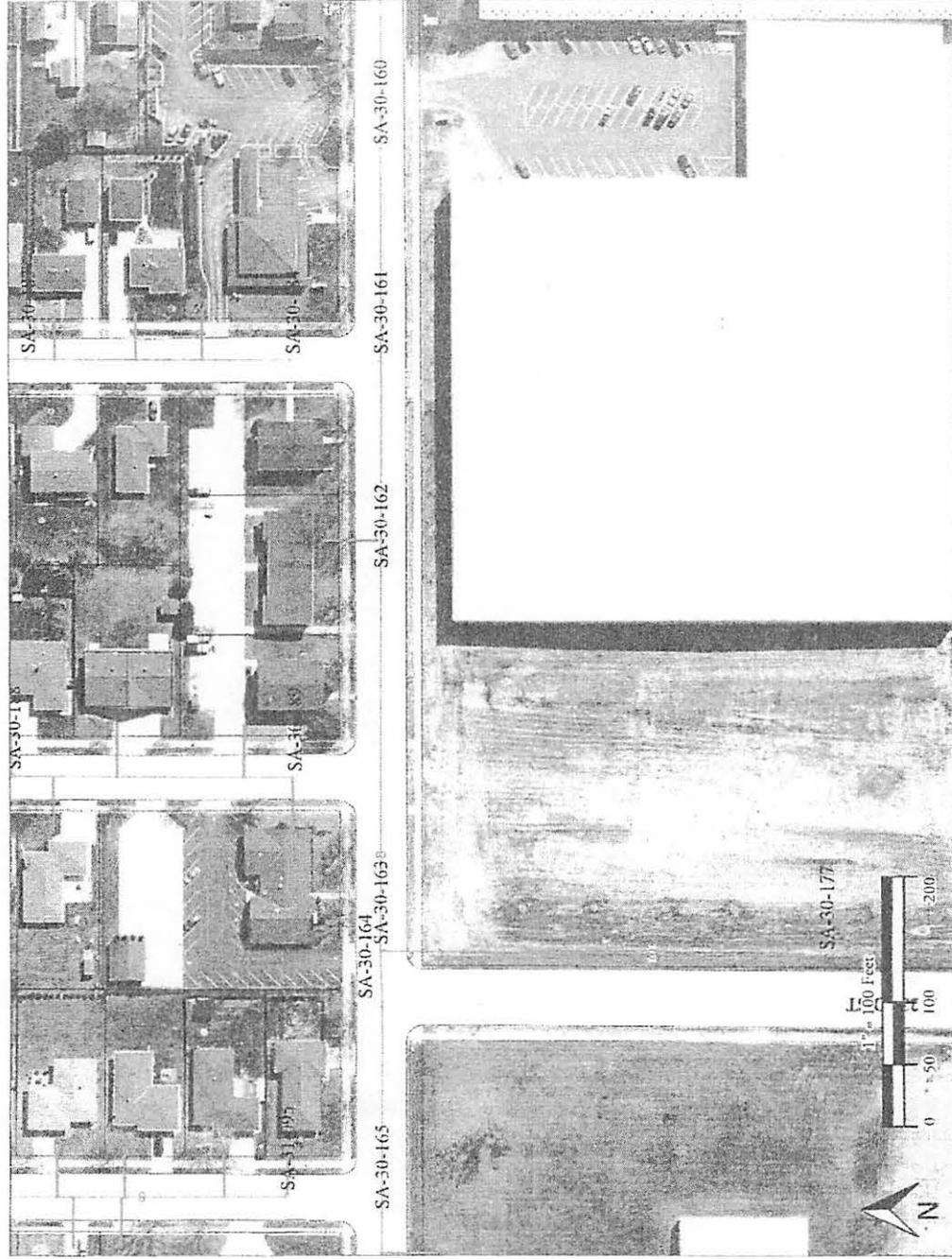
Map data ©2016 Google



\*0040056398770\*

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2214 SUPERIOR AVE 5-6-16 BW





\*00C0056398770\*

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\*0020056398770\*

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**Claim No.:** 5639877  
**Check No.:** 0000217682 **Date Issued:** 08/05/2016  
**Check Amount:** \$5,281.50  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920) 395-0112

**L.C.N.R. LLC  
W5041 CTY HWY F  
WALDO, WI 53093**

**For: BUILDING**

SIXAL \$ SCHWIN \$ 353.33  
GLENS PLUMBING \$ 315.00  
PROFESSIONAL SERVICES \$ 3,643.50  
LCNR \$ 1638.00

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BUILDING

**Check No. 0000217682**  
**Date of Loss:** 05/06/2016  
**Date Issued:** 08/05/2016

**\*\$5,281.50**

**Pay** ■ FIVE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND FIFTY CENTS \*\*\*\*\*

**To The Order Of** L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE  
Void Over \$5,281.50**

**NON-NEGOTIABLE**

C0000217682C B075906346B

818453C



\*00A0056398770\*

47 of 53

Estimate From  
**MENARDS®**

Estimate # 90584  
Page 1 of 1

ESTIMATE FOR:
L.C.N.R. LLC W5041 County Road F Waldo, WI 53093-1614
Ph: (920) <del>565-3334</del>
PROJECT DESCRIPTION: Superior

STORE # 3247 SHEB  
4825 Vanguard Drive  
Sheboygan, WI 53083

PHONE: (920) 565-3334  
FAX: (920) 565-2596

ESTIMATE BY ESTIMATE DATE
SHARON S.      06/03/16

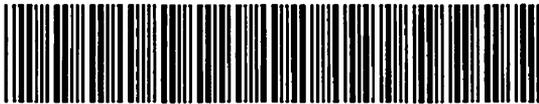
SKU NUMBER	DESCRIPTION	QTY TO ORDER	ADDITIONAL ITEM INFORMATION
451-4377	WASHER 2.9CF COIN OP WHT CAS2743BQ FOR WHIRLPOOL, MAYTAG, AMANA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES	1 EACH	** Special Order ** ON SALE THRU 06/06/16
451-4387	DRYER ELECT COIN OP WHT CEM2743BQ FOR WHIRLPOOL, MAYTAG, AMANA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES	1 EACH	** Special Order ** ON SALE THRU 06/08/16
679-4604	5' HE WASH MACHINE SUPPLY9WM6CP2HEP4	1 EACH	
639-8936	4" X 8" ALUM DRYER VENT MFX48	1 EACH	
639-9369	2" X 4" METAL CLAMP MC4ZW	2 EACH	
370-2525	4' 30A 3-WIRE DRYER CORD 09124	1 EACH	ON SALE THRU 06/04/16

\*\*\* If purchased today, you save \$173.79 \*\*\*

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

TODAY'S SUB-TOTAL:	2,577.54
REGULAR SUB-TOTAL:	1,751.33

**GUEST COPY**  
**PAGE 1 OF 1**



\*0060056398770\*

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\*00E0056398770\*

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**Claim No.:** 5639877  
**Check No.:** 0000218787 **Date Issued:** 08/23/2016  
**Check Amount:** \$19.58  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920) 395-0112

**L.C.N.R. LLC**  
**W5041 CTY HWY F**  
**WALDO, WI 53093**

**For:** BPP

MISC FOR WATER HEATER INSTALL

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Check No. 0000218787**  
**Date of Loss:** 05/06/2016  
**Date Issued:** 08/23/2016

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BPP

**\*\$19.58**

**Pay** ■ NINETEEN DOLLARS AND FIFTY-EIGHT CENTS \*\*\*\*\*

**To The Order Of** L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE**  
**Void Over \$19.58**

**NON-NEGOTIABLE**

C0000218787C B075906346B

818453C



\*0080056398770\*

50 of 53



**Claim No.:** 5639877  
**Check No.:** 0000217683 **Date Issued:** 08/05/2016  
**Check Amount:** \$652.03  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920) 395-0112

**L.C.N.R. LLC  
W5041 CTY HWY F  
WALDO, WI 53093**

**For:** BUSINESS PROP

ELECTRIC RANGE

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Check No. 0000217683**

**Date of Loss:** 05/06/2016

**Date Issued:** 08/05/2016

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BUSINESS PROP

**\*\$652.03**

**Pay** ■ SIX HUNDRED FIFTY-TWO DOLLARS AND THREE CENTS .....

**To The Order Of** L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE  
Void Over \$652.03**

**NON-NEGOTIABLE**

C0000217683C B075906346B

818453C



\*0040056398770\*

51 of 53



**Claim No.:** 5639877  
**Check No.:** 0000214822      **Date Issued:** 06/13/2016  
**Check Amount:** \$1,077.54  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920) 395-0112

L.C.N.R. LLC  
W5041 CTY HWY F  
WALDO, WI 53093

**For:** BUILDING

500 DEDUCTIBLE APPLIED  
WASHER/ DRYER

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE  
CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD  
RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Check No. 0000214822**  
**Date of Loss:** 05/06/2016  
**Date Issued:** 06/13/2016

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BUILDING

**\*\$1,077.54**

**Pay** ■ ONE THOUSAND SEVENTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS \*\*\*\*\*

**To The Order Of**      L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE**  
Void Over \$1,077.54

**NON-NEGOTIABLE**

C0000214822C B075906346B

818453C



\*00C0056398770\*

52 of 53



**Claim No.:** 5639877  
**Check No.:** 0000218786 **Date Issued:** 08/23/2016  
**Check Amount:** \$1,557.18  
**Date of Loss:** 05/06/2016  
**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC  
**Tax ID No.:**  
**Adjuster:** YAN VUSIKER  
**Adjuster Ph.:** (920) 395-0112

L.C.N.R. LLC  
W5041 CTY HWY F  
WALDO, WI 53093

**For:** BPP

40 GALLON WATER HEATER  
2 50 GALLON WATER HEATER W PARTS  
MISC PARTS FOR INSTALL

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE  
CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD  
RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank  
Oostburg, Wisconsin

**Check No. 0000218786**  
**Date of Loss:** 05/06/2016  
**Date Issued:** 08/23/2016

**Policy No.:** 32.012848.40  
**Insured:** L.C.N.R. LLC

**Claim No.:** 5639877  
**For:** BPP

**\*\$1,557.18**

**Pay** ■ ONE THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND EIGHTEEN CENTS \*\*\*\*\*

**To The Order Of** L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE**  
**Void Over \$1,557.18**

**NON-NEGOTIABLE**

C0000218786C B075906346B

818453C



\*G020056398770\*

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**VI**

R. C. No.            - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 173-16-17 by the City Clerk submitting a claim from Doneff Properties, LLC, for alleged damages to an apartment door and lock; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.1

R. O. No. 173 - 16 - 17. By CITY CLERK. December 5, 2016.

Submitting a claim from Doneff Properties, LLC, for alleged damages to an apartment door and lock.

~~Finance~~  
deny & send  
not. of Disallowance

---

City Clerk

DATE RECEIVED 11-29-16

RECEIVED BY MD

CLAIM NO. 19-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 29 '16 PM 2:23

- 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: Donoff Properties, LLC (Brian Tesarik Maintenance Manager)
- 2. Home address of Claimant: 5160 Expo Drive, Menomonie, WI 54220
- 3. Home phone number: 920-682-0066 ext. 313
- 4. Business address and phone number of Claimant: cell: 920-901-8675

5. When did damage or injury occur? (date, time of day) 9-7-16 morning.

6. Where did damage or injury occur? (give full description) Fire Dept. smashed in apartment door on apartment #213.

7. How did damage or injury occur? (give full description) Fire Dept. employee did not use the master key located in Knox Box. The key was used the previous week for an inspection and was known then.

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: Don't know.

(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: N/A

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

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

No injuries. Damage is extended to door, frame and lockset.

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

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

Auto: \$ \_\_\_\_\_

Property: \$ 1,676.24

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 1,676.24

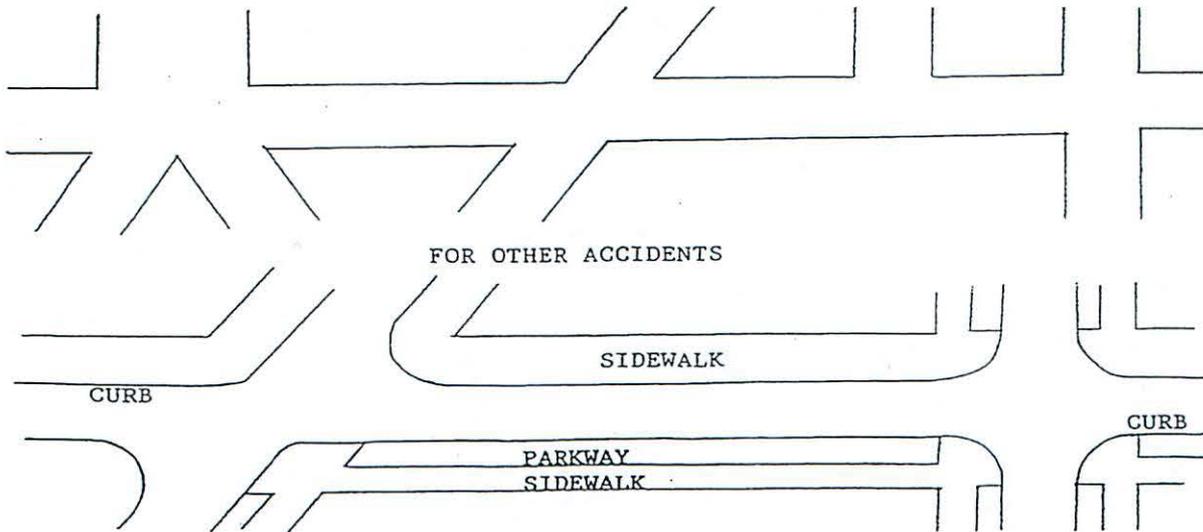
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

Brian Jesch

DATE

11-25-16

DATE RECEIVED 11-29-16

RECEIVED BY MD

CLAIM NO. 19-16

CLAIM

Claimant's Name:	<u>Ponett Companies, LLC</u>	Auto	\$	_____
Claimant's Address:	<u>5160 Expo Drive</u>	Property	\$	<u>1,676.<sup>24</sup></u>
	<u>Manitowoc, WI 54220</u>	Personal Injury	\$	_____
Claimant's Phone No.	<u>920-682-0066 ext. 313</u>	Other (Specify below)	\$	_____
			<b>TOTAL</b>	<b>\$ <u>1,676.<sup>24</sup></u></b>

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 \$ 1,676.<sup>24</sup>.

RE: Damaged apartment door  
Sheboygan Regency House  
919 Wisconsin Avenue  
Sheboygan, WI 53081

SIGNED Brian Jensen DATE: 11-25-16

ADDRESS: 5160 Expo Drive, Manitowoc, WI 54220

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

# LAFORCE<sup>INC</sup>

Your door opening specialist for life safety and security

1060 W. Mason Street, Green Bay, WI 54303  
 P.O. Box 10068, Green Bay, WI 54307  
 Questions: (920) 497-7100  
 (800) 236-8858  
 (800) 672-6795 Auto Attendant  
 Fax: (920) 497-4955

## QUOTE

QUOTE NUMBER	313809QU
QUOTE DATE	11/9/2016
CUSTOMER REQUISITION	
MODE OF DELIVERY	Green Bay to Fox Valley/Lakeshore area
CUSTOMER	30331
CONTACT	BRIAN TESARIK

<b>SOLD TO</b>	DONEFF COMPANIES LLC 5160 EXPO DRIVE STE. 100 MANITOWOC, WI 54220 USA
----------------	--

<b>SHIP TO</b>	SHEBOYGAN REGENCY HOUSE 919 WISCONSIN AVE SHEBOYGAN, WI 53081 USA
----------------	--

### JOB \*\*\* RATED DOOR

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	WDD	3068 FLUSH PLASTIC LAMINATED WOOD DOOR - UL 20 MINUTE RATING		
2.000	1	HDW	SCHLAGE H110PD LEV 626 INTERCONNECTED LOCK		
**OPTION FOR INSTALLATION BY LAFORCE - ADD \$500 TO THIS QUOTE.					

### RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.

Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. This quotation is subject to the Terms and Conditions found at <a href="http://laforceinc.com/about/terms-conditions/">http://laforceinc.com/about/terms-conditions/</a> , which are incorporated in full by this reference. The Terms and Conditions will be sent by mail or fax to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.		
	<b>SUBTOTAL</b>	\$797.00
	<b>SALES TAX</b>	\$39.85
	<b>TOTAL</b>	<b>\$836.85</b>
DISCOUNT TERMS: 1% 15 DAYS		PAY TERMS: NET 30

## QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.

Doneff Companies, LLC

5160 Expo Drive

Manitowoc, WI 54220

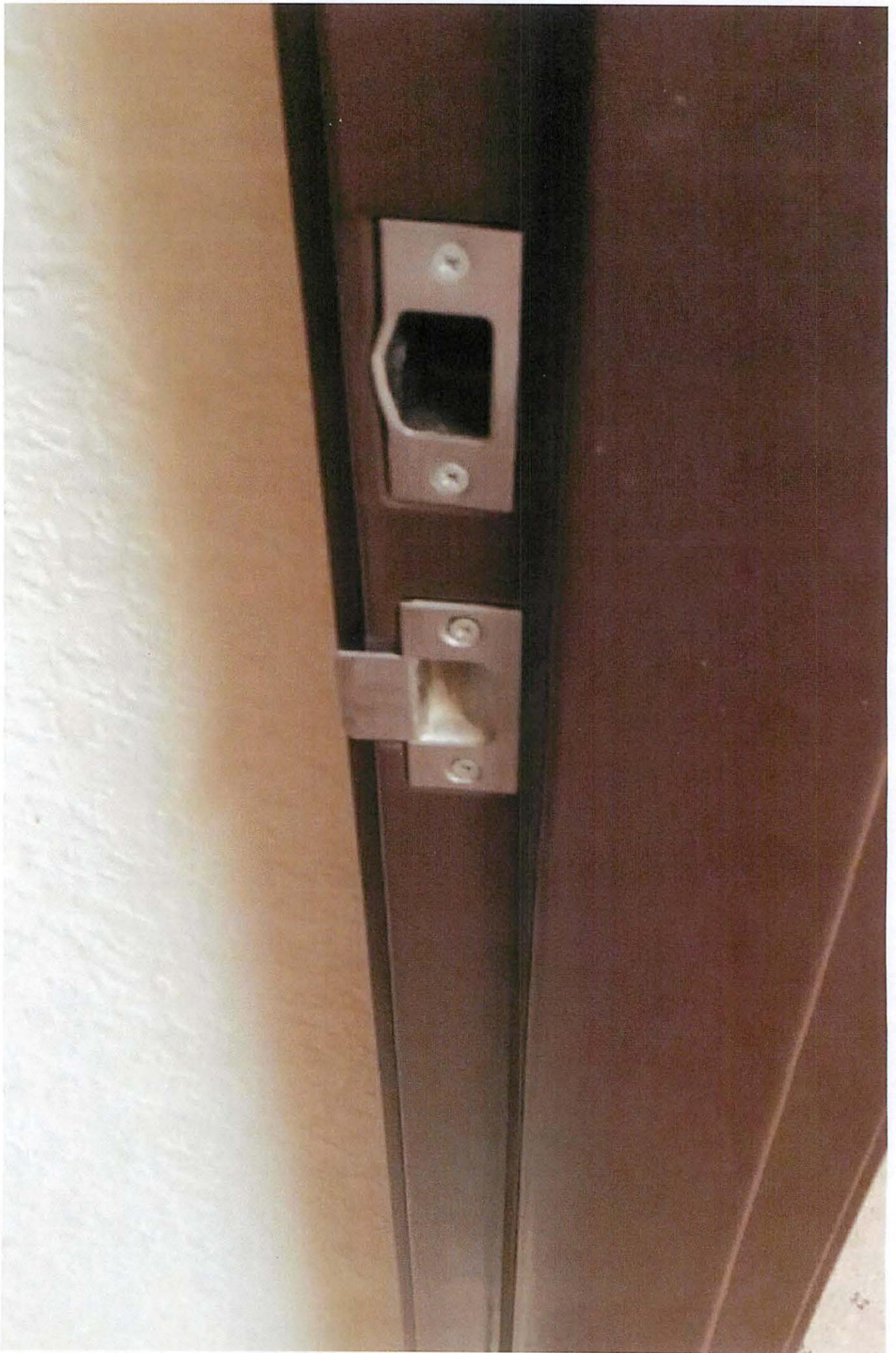
RE: Sheboygan Regency House, Apt. 213

919 Wisconsin Avenue

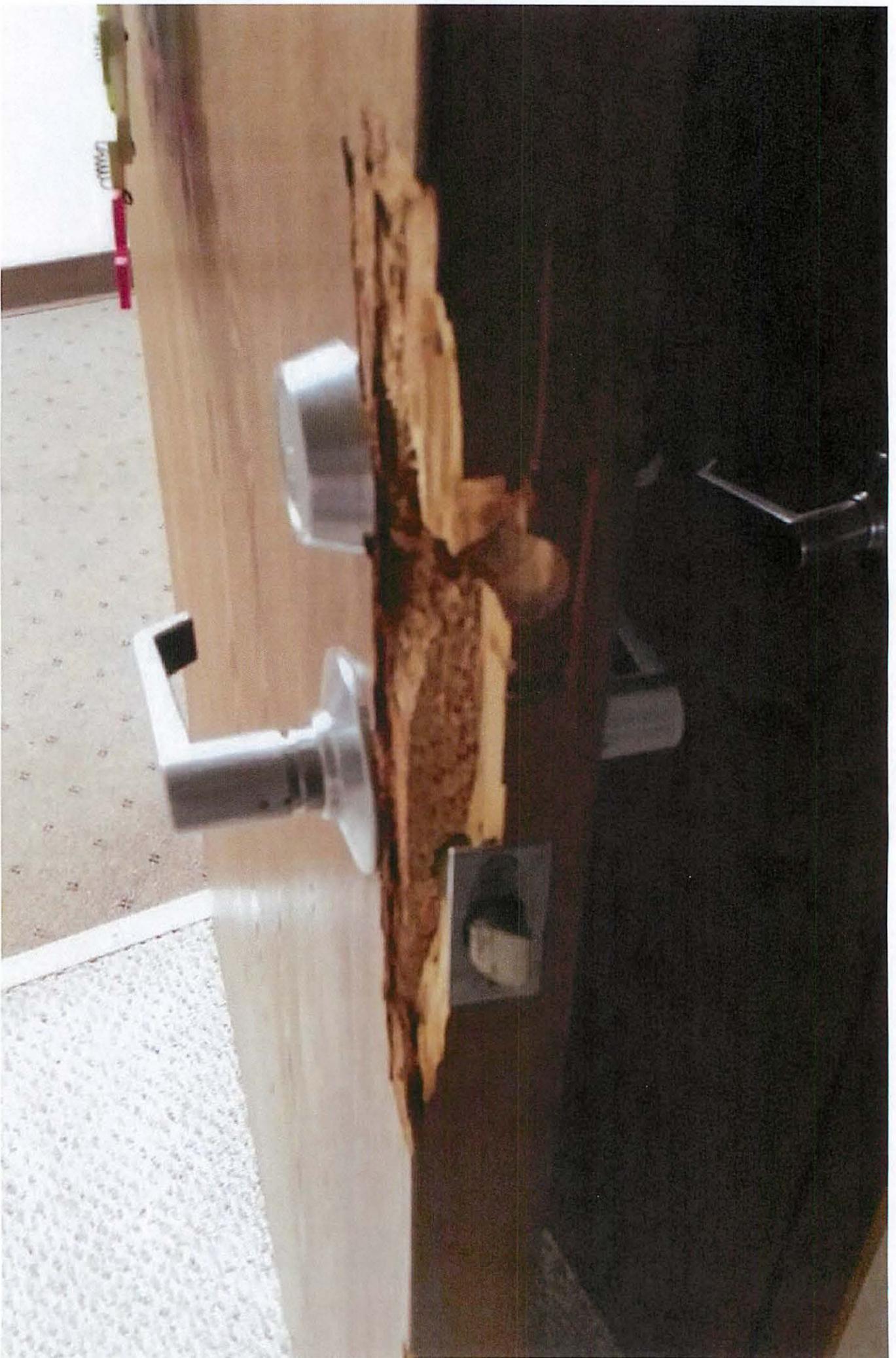
Sheboygan, WI 53081

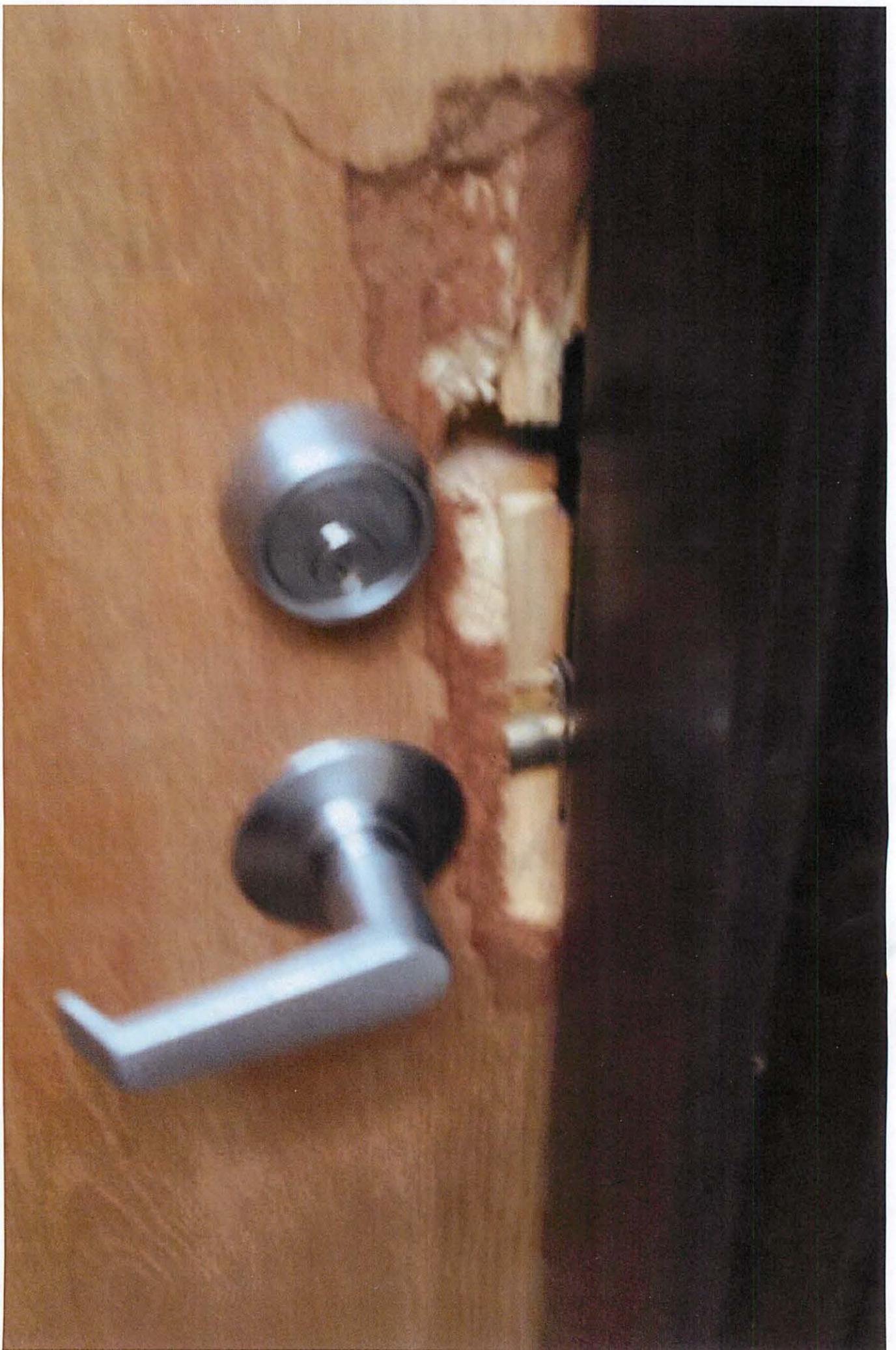
- Invoices and associated costs:

Replacement door and lockset.....		\$835.00
Installation labor.....		\$500.00
Maintenance time to temporarily repair door:		
(4.5 hrs. = 9-7-16, .5 hrs. = 9-8-16) Total 5 hrs. x \$35.00.....		\$175.00
Temporary materials to repair door.....		<u>\$12.00</u>
Subtotal	=	\$1,523.85
10% overhead	=	<u>\$152.39</u>
TOTAL	=	\$1,676.24









**VI**

R. C. No.           - 16 - 17          . By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 174-16-17 by the City Clerk submitting a claim from Michael J. Miller for alleged damages to his house when a city tree fell into the house; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.2

R. O. No. 174-16-17. By CITY CLERK. December 5, 2016.

Submitting a claim from Michael J. Miller for alleged damages to his house when a city tree fell into the house.

~~Inasse~~  
deny & send  
not. of Disallowance

---

City Clerk

DATE RECEIVED 11-28-16

RECEIVED BY CBL

CLAIM NO. 1816

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY NOV 28 '16 PM 4:08

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: Michael J Miller

2. Home address of Claimant: 1406 N 12th St., Sheboygan, WI 53081

3. Home phone number: (920) 458-5582

4. Business address and phone number of Claimant: Same As Above

5. When did damage or injury occur? (date, time of day) Sep 20, 2014 / storm am.

6. Where did damage or injury occur? (give full description) 1719 N 12th St.  
city tree fell on property doing damage to house

7. How did damage or injury occur? (give full description) By tree falling  
into the house

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

(a) Name of such officer or employee, if known: N/A

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

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

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

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

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

No Injuries. Damage to rain gutter, window, wooden porch railing & iron railing

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

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

Auto: \$ \_\_\_\_\_

Property: \$ 541.00

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ None

TOTAL \$ 541.00

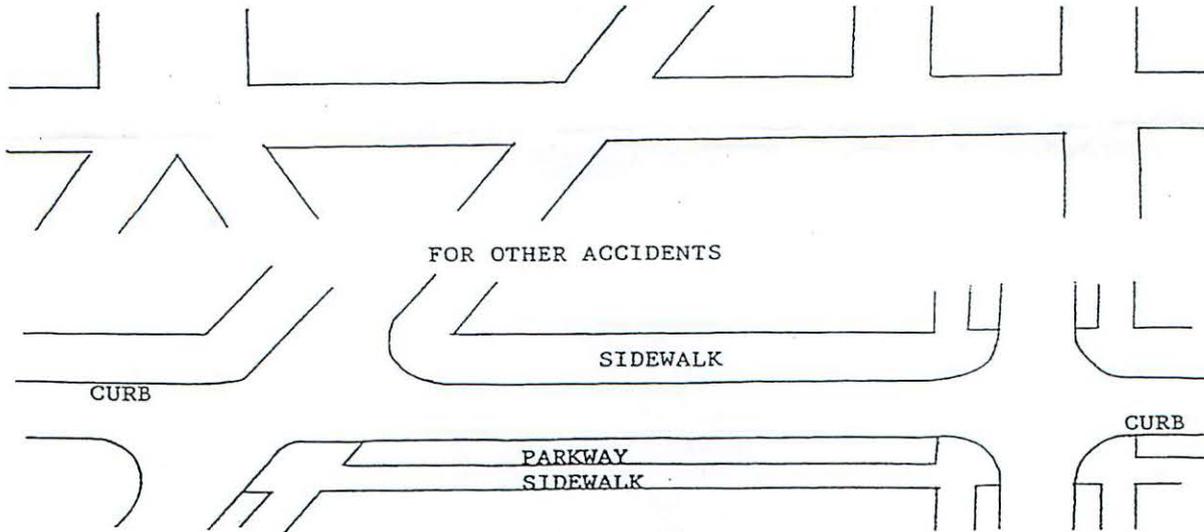
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

*Michael J. Miller*

DATE 25 Nov 2016

DATE RECEIVED 11-28-16

RECEIVED BY CPB

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Michael Miller

Auto \$ \_\_\_\_\_

Claimant's Address: 1406 N. 12th St.

Property \$ 541.00

Sheboygan, WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. (920) 458-5582

Other (Specify below) \$ N/A

TOTAL \$ 541.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 541.00.

SIGNED 

DATE: 28 Nov 2016

ADDRESS: 1406 N. 12th St. Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

# | Checkout

[Sign Out](#)

## Thank you for your order!

We'll email this confirmation to you. You may also save or print this page.

Order Date: Friday, Nov. 25, 2016

### Pickup Information

**Friday,  
November 25, 2016**

**1029 N 14TH ST  
SHEBOYGAN, WI53081**

### Payment

Pay In Store \$1.23

After 12:21 PM

(920) 458-7707



Your Phone Number: (920) 458-5582

### Order Summary

Subtotal	\$1.16
Tax*	\$0.07
<b>Total</b>	<b>\$1.23</b>
Pay in store	\$1.23

\*Sales tax is estimated and may vary by location

### Product



Glossy Prints

4x6 Print(s)

Price	Quantity	Total
\$0.29	4	\$1.16
	Tax*	\$0.07
	<b>Print(s) Total</b>	<b>\$1.23</b>

Order Number: 32002348003

### Need Help?

[Get Online Help](#)  
Call (866) 264-2910

[Live Chat](#)

### More Options

[Place This Order Again](#)  
(You can make changes to it)  
[Start a New Photo Order](#)

**Total \$1.23**

\*Sales tax is estimated and may vary by location.

[Mobile Apps](#) | [Pricing](#)

#### PHOTO PRODUCTS

- Books
- Cards
- Calendars
- Posters
- Prints
- All Photo Products

#### OUR SERVICES

- Mobile Photo
- Same Day Pickup
- Passport Photos
- DVD Transfer
- Photo Blog

#### PRICING

- Prints & Enlargements
- Photo Gifts
- Photo Cards
- Poster Prints
- Photo Books

[Sign up now](#)

#### PHOTO HELP

- Help Center
- Upload Help
- Contact Us
- Site Map

#### ORDER INFORMATION

- Ordering Prints
- Payment Information
- Shipping Information
- Refund & Return Policy

#### COMPANY INFORMATION

- Walgreens.com
- Careers
- Company Information
- Diversity

[Social Responsibility](#)  
[Affiliate Program](#)

[Notice Of Privacy Practices](#) | [Terms Of Use](#) | [Online Privacy & Security](#)  
© Copyright 2016 Walgreen Co. All rights reserved.



**"SMILEY'S"**  
**HANDYMAN SERVICE.**  
**LLC**

1715 ALABAMA AVE.  
 SHEBOYGAN, WISC 53081

**Invoice**

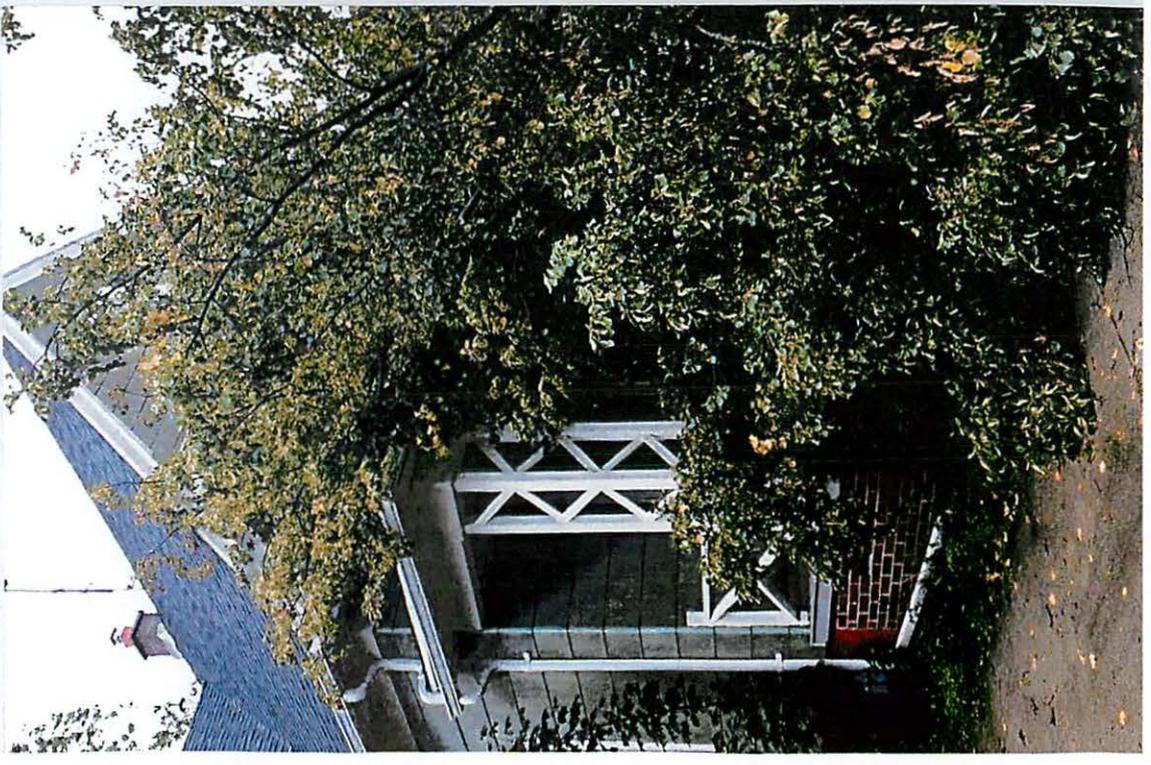
DATE	INVOICE NO.
11/10/2016	838

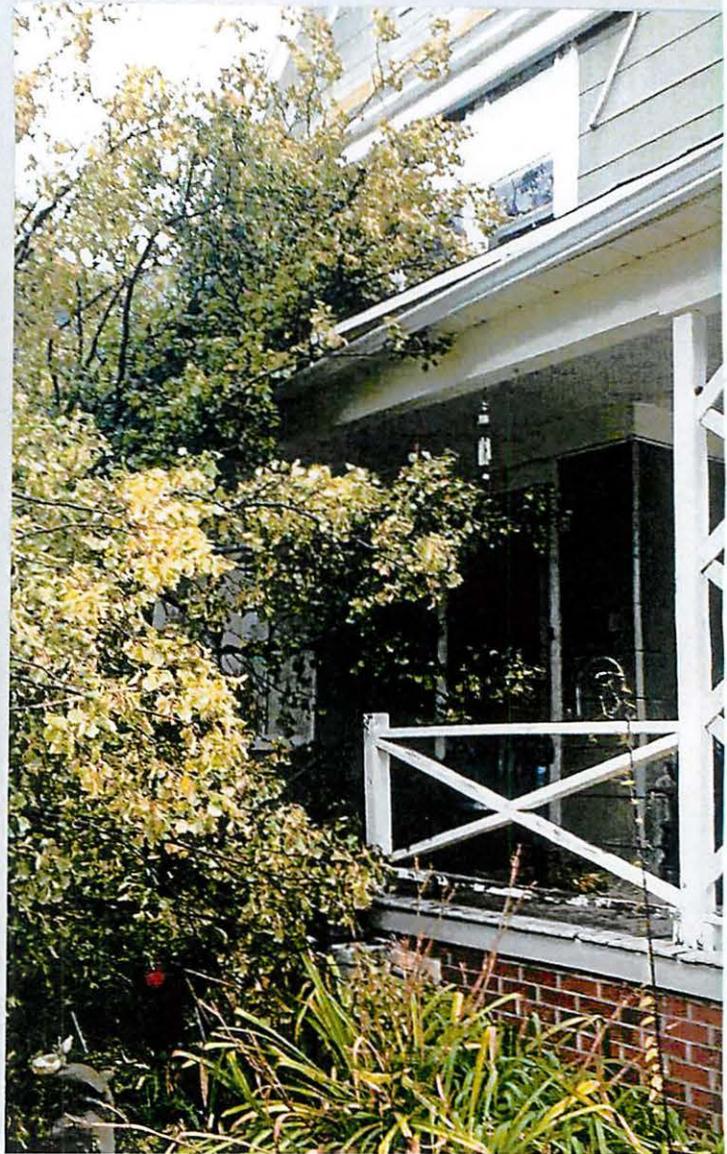
<b>BILL TO</b>	<b>JOB DESCRIPTION</b>
MIKE MILLER 1406 N 12TH ST SHEBOYGAN, WI 53081	RENTAL AT 1719 N 12TH ST REPAIR DAMAGE TO FRONT OF HOUSE FROM FALLEN CITY TREE

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
NOTES	JOB NOTE; REPAIR TO 1719 N 12TH ST		0.00	0.00
HANGERS	HANGER STRAPS	6	3.50	21.00
STEEL POST	1-1/4" x 36" STEEL POST	2	15.00	30.00
RAIL POSTS	ATTACHING BRACETS, BOLTS	1	45.00	45.00
4' RAILINGS	4' ROD IRON RAILING SECTION	2	24.00	48.00
BASE PLATE F...	ROD IRON 1" BASE PLATE FLANGE	2	6.00	12.00
4"x4"-8'GRN	4"x4"- 8' GREENTREATED	1	9.00	9.00
2x4-8' GRN	2"x4"-8 GREENTREATED	1	4.00	4.00
BASE STORM	STORM WINDOWS 29 1/2" x 59"	1	75.00	75.00
DECK ANCHO...	4"x4" FLUTE ANCHOR/ RAILING FLANGE/	1	15.00	15.00
JOB DESCRIP	JOB DESCRIPTION:REMOVE BROKEN AWNING ON 2ND FLOOR, REPLCE BROKEN RAILINGS, REPLACE BROKEN HAND RAILINGS, REPLACE BROKEN STORM WINDOW	0	20.00	0.00
LABOR	CHARGES FOR JOB COMPLETED: 2 MEN	6	47.00	282.00

Thank you for your business.	<b>Total</b> \$541.00
------------------------------	-----------------------

ALL CHARGES ARE DUE WITHIN 30 DAYS FROM BILLING DATE. IF PAYMENT IN FULL IS NOT MADE BY THEN ,  
 SIMPLE INTEREST AT 2% PER MONTH [24% PER ANNUALLY] WILL BE CHARGED ON DECLINING UNPAID BALANCE  
 UNTIL PAID IN FULL.





**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 186-16-17 by the City Clerk submitting a Subrogation Claim Notice from Allstate Property and Casualty Insurance Company regarding their insured Cecelia Mondloch; recommends that the document be accepted and filed and to pay the claim in the amount of \$5,493.11.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

3.3

R. O. No. 186 - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a Subrogation Claim Notice from Allstate Property and Casualty Insurance Company regarding their insured Cecelia Mondloch.

*Finance*  
*pay claim in*  
*amt of \$5,493.11*

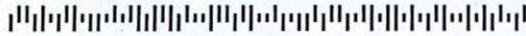
---

City Clerk



**Allstate.**  
You're in good hands.

Roanoke National Subrogation Claim Cntr  
PO BOX 21169  
ROANOKE VA 24018



CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN WI 530814442

December 12, 2016

CLAIM NUMBER: 0431693787 F3U  
DATE OF LOSS: October 08, 2016  
OUR INSURED: CECELIA MONDLOCH  
YOUR FILE NUMBER:  
YOUR INSURED:  
ADDRESS:

PHONE NUMBER: 800-776-2615  
FAX NUMBER: 540-725-6191  
OFFICE HOURS: Mon - Fri 7:30 am - 6:00 pm

CITY STATE ZIP: , ,  
LOSS LOCATION: NEW JERSEY AVE, SHEBOYGAN, , WI  
AMOUNT OF LOSS: \$5,493.11

**Re: Subrogation Claim Notice**

Dear CITY OF SHEBOYGAN,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$4,893.11
Rental:	\$
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$600.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$

Please forward your payment with our claim number to:

**Allstate Payment Processing Center  
P.O. BOX 650271  
Dallas, TX 75265 0271**

0431693787 F3U

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter. Thank you.

Sincerely,

***SHEILA DENNIS***

SHEILA DENNIS  
800-776-2615 Ext. 7257004  
Allstate Property and Casualty Insurance Company

DATE RECEIVED

12-15-16

RECEIVED BY

MMD

CLAIM NO.

20-16

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: Allstate Insurance aso Cecelia Mondloch clm 0431693787
2. Home address of Claimant: P O Box 21169 Roanoke, VA 24018
3. Home phone number: 540-725-7004 800-776-2615 ext 7257004
4. Business address and phone number of Claimant: see above
5. When did damage or injury occur? (date, time of day) 10/8/2016 2:30 PM
6. Where did damage or injury occur? (give full description) 2026 New Jersey Ave

---

7. How did damage or injury occur? (give full description) Your driver was moving debris And material in recycling lot and backed into our insured vehicle.

---

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: Ricky J VanDervaart
  - (b) Claimant's statement of the basis of such liability: NA
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: na

---

  - (b) Claimant's statement of basis for such liability: You driver failed to maintain Proper lookout
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").
 

Property damage to insured 2015 Nissan Rogue

---
11. Name and address of any other person injured: na

---

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

Auto: \$ 5493.11

Property: \$ na

Personal injury: \$ na

Other: (Specify below) \$ na

TOTAL \$5493.11

Damaged vehicle (if applicable)

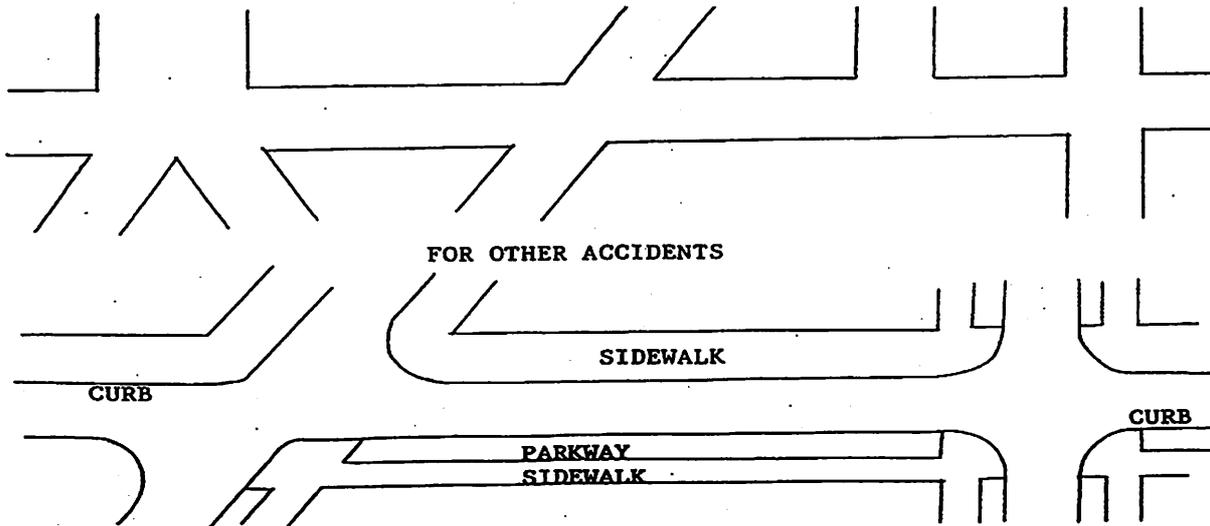
Make: Nissan Model: Rogue Year: 2015 Mileage: see photo

Names and addresses of witnesses, doctors and hospitals:

na

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 Sheila Dennis / Allstate DATE 12-12-16

DATE RECEIVED 12-15-16

RECEIVED BY JMD.

CLAIM NO. 20-16.

CLAIM

Claimant's Name: \_\_\_\_\_

Claimant's Address: \_\_\_\_\_

Claimant's Phone No. \_\_\_\_\_

Auto \$ \_\_\_\_\_

Property \$ \_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

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

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

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

SIGNED \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

**Wisconsin Motor Vehicle Accident Report** MV4000e 01/2005

**P0X7FT5**

PK2011

POLICE # C16-19521

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number <b>P0X7FT5</b>		Document Override Number		
Agency Accident Number					Police Number <b>C16-19521</b>					
4 - Accident Date <b>10/08/2016</b>			5 - Time of Accident (Military Time) <b>1450</b>		6 - Total Units <b>2</b>		7 - Total Injured <b>0</b>		8 - Total Killed <b>0</b>	
2 - County <b>SHEBOYGAN - 59</b>			3 - Municipality <b>SHEBOYGAN - 61, CITY</b>				11 - Accident Location <b>PRIVATE-PROPERTY</b>			
14 - On Hwy No.		14 - On Street Name <b>PRIVATE PROPERTY</b>				14 - Bus/Frnt/Rmp		15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
16 - Frt/At Hwy No.		16 - From/At Street Name <b>NEW JERSEY AVE</b>				16 - Business/Frontage/Ramp				
17 - Structure Type <b>H</b>		17 - Structure Number <b>2026</b>		12 - Latitude <b>43.746791</b>			13 - Longitude <b>-87.732059</b>			
80 - First Harmful Event <b>MOTOR VEHICLE IN TRANSPORT</b>					93 - Manner of Collision <b>REAR-TO-REAR</b>					
112 - Access Control <b>NO CONTROL</b>		113 - Road Curvature <b>STRAIGHT</b>		113 - Road Terrain <b>LEVEL/FLAT</b>		Surface Type <b>BLACKTOP (BITMINOUS) - 2</b>				
115 - Traffic Way <b>PARKING-LOT-OR-PRIVATE-PROPERTY</b>										
117 - Relation To Roadway <b>PARKING-LOT-OR-PRIVATE-PROPERTY</b>										
114 - Light Condition <b>DAYLIGHT</b>			116 - Road Surface Condition <b>DRY</b>			118 - Weather <b>CLEAR</b>				
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed		
<input type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged			
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements			103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

**Operator/Pedestrian**

Unit Status		81 - Most Harmful Event: Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>			23 - Dir Of Travel <b>EAST</b>		24 - Speed Limit <b>N/A</b>	
36 - Operating as Classified <b>D</b>		37 - Endorsements			35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number <b>M5341013872408</b>			30 - State <b>WI</b>	31 - Expiration Year <b>2021</b>		34 - On Duty Accident		
25 - Operator/Pedestrian Last Name <b>MONDLOCH</b>				25 - First Name <b>CECELIA</b>		25 - Middle Initial <b>ANGELA</b>		25 - Suffix
32 - Date Of Birth <b>06/24/1938</b>		33 - Sex <b>F</b>						
26 - Address Street & Number <b>2546 CROSS CREEK DR # C</b>						26 - PO Box		
27 - City <b>SHEBOYGAN</b>			27 - State <b>WI</b>	27 - Zip Code <b>53081</b>		28 - Telephone Number <b>920-458-7298</b>		
39 - Seat Position <b>FRONT-SEAT-LEFT</b>					40 - Safety Equipment <b>RESTRAINT-USE-UNKNOWN</b>			
38 - Injury Severity <b>N - NO APPARENT INJURY</b>			41 - Airbag <b>NON-DEPLOYED</b>		42 - Ejected <b>NOT-EJECTED</b>		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated <b>NOT-TRAPPED</b>		92 - Pedestrian Location			92 - Pedestrian Action			
119 - What Driver Was Doing <b>BACKING-MANEUVER</b>			120 - Traffic Control <b>NO-CONTROL</b>			62 - No. of Citations Issued <b>0</b>		
64 - 1st Statute No.	64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors <b>NOT-APPLICABLE</b>								
88 - Driver or Pedestrian Cond <b>APPEARED NORMAL</b>			89 - Substance Presence <b>NEITHER-ALCOHOL-NOR-DRUGS-PRESENT</b>					
90 - Alcohol Test <b>TEST NOT GIVEN</b>			90 - Alcohol Content			91 - Drug Test <b>TEST-NOT-GIVEN</b>		

OPERATOR/PEDESTRIAN 01

P0X7FT5

91 - Drugs Reported
124 - Highway Factors VISIBILITY-OBSCURED

Vehicle

VEHICLE 01	21 - Unit Type <b>AUTOMOBILE</b>		Vehicle Type <b>PASSENGER-CAR</b>			22 - Total Occupants <b>1</b>
	56 - License Plate Number <b>943WPS</b>		57 - Plate Type <b>AUT</b>	58 - State <b>WI</b>	59 - Exp Year <b>2017</b>	55 - Vehicle Identification Number <b>JN8AS5MV9FW754395</b>
	50 - Year <b>2015</b>	51 - Make <b>NISS</b>	52 - Model <b>ROGUE SELE</b>	53 - Body Style <b>LL</b>	54 - Color <b>GRY</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>MIDDLE DRIVER SIDE, REAR DRIVER SIDE</b>					
	95 - Extent Of Damage <b>MODERATE</b>		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>OPERATOR</b>	
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>					

Vehicle Owner

VEH OWNER 01	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name <b>MONDLOCH</b>		46 - First Name <b>CECELIA</b>	46 - Middle Initial <b>ANGELA</b>	46 - Suffix	Date Of Birth <b>06/24/1938</b>
	46 - Company Name					
	47 - Address Street & Number <b>2546 CROSS CREEK DR # C</b>			47 - PO Box		
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>	49 - Telephone Number <b>920-458-7298</b>	
	46 - Company Name					

Insurance

INS 01	63 - Liability Insurance Company <b>ALLSTATE</b>		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner			
	61 - Policy Holder Last Name <b>MONDLOCH</b>		61 - Policy Holder First Name <b>CECELIA</b>			
	61 - Policy Holder Company					

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel <b>NORTH</b>	24 - Speed Limit <b>N/A</b>
36 - Operating as Classified <b>O</b>		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number <b>V5367306110708</b>		30 - State <b>WI</b>	31 - Expiration Year <b>2018</b>	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name <b>VAN DER VAART</b>		25 - First Name <b>RICKY</b>		25 - Middle Initial <b>J</b>	25 - Suffix
32 - Date Of Birth <b>03/27/1961</b>		33 - Sex <b>M</b>			
26 - Address Street & Number <b>6666 S 12TH ST</b>				26 - PO Box	

OPERATOR/PEDESTRIAN 02	27 - City <b>SHEBOYGAN</b>		27 - State <b>WI</b>	27 - Zip Code <b>53081</b>	28 - Telephone Number <b>920-889-6666</b>	
	39 - Seat Position <b>FRONT-SEAT-MIDDLE</b>			40 - Safety Equipment <b>RESTRAINT-USE-UNKNOWN</b>		
	38 - Injury Severity <b>N - NO APPARENT INJURY</b>		41 - Airbag <b>NOT APPLICABLE</b>	42 - Ejected <b>NOT-EJECTED</b>		44 <input type="checkbox"/> <b>Medical Transport</b>
	43 - Trapped/Extricated <b>NOT-TRAPPED</b>		92 - Pedestrian Location	92 - Pedestrian Action		
	119 - What Driver Was Doing <b>BACKING-MANEUVER</b>		120 - Traffic Control <b>NO-CONTROL</b>		62 - No. of Citations Issued <b>0</b>	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors <b>NOT-APPLICABLE</b>					
	88 - Driver or Pedestrian Cond <b>APPEARED NORMAL</b>		89 - Substance Presence <b>NEITHER-ALCOHOL-NOR-DRUGS-PRESENT</b>			
	90 - Alcohol Test <b>TEST NOT GIVEN</b>		90 - Alcohol Content		91 - Drug Test <b>TEST-NOT-GIVEN</b>	
	91 - Drugs Reported					
124 - Highway Factors <b>VISIBILITY-OBSCURED</b>						

Vehicle

VEHICLE 02	21 - Unit Type <b>EQUIPMENT</b>			Vehicle Type <b>OTHER-WORKING-MACHINE</b>		22 - Total Occupants <b>1</b>
	56 - License Plate Number		57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number <b>DW624KZ627239</b>
	50 - Year	51 - Make <b>DEER</b>	52 - Model <b>624K</b>	53 - Body Style <b>LD</b>	54 - Color <b>YEL</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>REAR</b>					
	95 - Extent Of Damage <b>VERY-MINOR</b>		96 <input type="checkbox"/> <b>Vehicle Towed Due To Damage</b>		97 - Vehicle Removed By <b>OPERATOR</b>	
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> <b>Vehicle Owner Same As Operator</b>					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	46 - Company Name <b>CITY OF SHEBOYGAN</b>					
	47 - Address Street & Number <b>2026 NRE JERSEY AVE</b>				47 - PO Box	
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>		49 - Telephone Number <b>920-459-3440</b>

Insurance

INS 02	63 - Liability Insurance Company <b>NOT REQUIRED</b>				60 <input type="checkbox"/> <b>Policy Holder Same As Owner</b>	
	61 - Policy Holder Last Name		61 - Policy Holder First Name			
	61 - Policy Holder Company					

**School Bus**

<b>BUS 02</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	105 - PHOTOS BY
	<p>UNITS 1 AND 2 WERE BOTH IN THE RECYCLING LOT/DROP OFF AREA AT 2026 NEW JERSEY AVE. UNIT 1 HAD PULLED IN AND UNLOADED, AND BEGAN BACKING OUT OF AREA, OPERATOR HAS SAID THEY CHECKED AND DID NOT SEE ANOTHER VEHICLE BEHIND THEM. UNIT 2, A LOADER, WAS MOVING DEBRIS AND MATERIAL, AND ALSO BEGAN BACKING, AND ALSO SAID THEY CHECKED, NOTHING SEEN BEHIND THEM, AND BEGAN TO BACK UP. BOTH THEN SAW ONE ANOTHER, AND NEITHER WAS ABLE TO AVOID THE CONTACT, AND UNIT 1 AND 2 HAD STRUCK. AREA'S VIEWS WERE OBSTRUCTED BY DEBRIS PILED HIGH, AND UNIT 2 SAID HE ALSO HAD ON A YELLOW FLASHING LIGHT. IT IS LIKELY NEITHER HAD A CLEAR VIEW OF EACH OTHER. PHOTO'S TAKEN 265</p>

**Officer Information**

<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>HUIBREGTSE</b>	125 - First Name <b>KENT</b>	125 - Middle Initial	131 - Officer ID <b>C265K</b>
	129 - Law Enforcement Agency No. <b>5961</b>	130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>		
	126 - Law Enforcement Agency Address Street & Number <b>1315 N 23RD ST</b>			
	127 - City <b>SHEBOYGAN</b>	127 - State <b>WI</b>	127 - Zip Code <b>53081</b>	128 - Telephone Number <b>920-459-3333</b>
	132 - Date Notified <b>10/08/2016</b>	133 - Time Notified (Military Time) <b>1451</b>	134 - Time Arrived (Military Time) <b>1456</b>	135 - Date Of Report <b>10/08/2016</b>
	Agency Accident Number	Police Number <b>C16-19521</b>	19 - Special Study	
	18 - Agency Space			

Report Date: 12/12/2016

**Payment Ledger**

Policy Holder:	CECELIA MONDLOCH	Total Amount Paid	\$4,893.11
Participant:	CECELIA MONDLOCH	Medical Deductible:	\$0.00
Date of Loss:	10/08/2016	Co-payment Amount	\$0.00
Claim Number:	0431693787		

Payment/Credit Date	Payee/Payor	Check#		Amount
10/31/2016	VAN HORN HYUNDAI INC.	12825	\$	4,893.11

**VAN HORN HYUNDAI**

Workfile ID:

f7278e9c

3512 WILGUS AVE, SHEBOYGAN, WI 53081

Phone: (920) 457-3608

FAX: (920) 459-4126

**Supplement of Record 1 with Summary**

**Customer: MONDLOCH, CECELIA**

**Job Number:**

Written By: Chris Brunner, 10/28/2016 12:40:05 PM

Insured:	MONDLOCH, CECELIA	Policy #:	000911318752	Claim #:	000431693787D01
Type of Loss:	Collision	Date of Loss:	10/8/2016 12:00 PM	Days to Repair:	0
Point of Impact:	08 Left Qtr Post (Left Side)				

**Owner:**

MONDLOCH, CECELIA  
 2546 CROSS CREEK DR APT C  
 SHEBOYGAN, WI 53081-7469  
 (920) 458-7298 Day

**Inspection Location:**

VAN HORN HYUNDAI  
 3512 WILGUS AVE  
 SHEBOYGAN, WI 53081  
 Repair Facility  
 (920) 457-3608 Business

**Insurance Company:**

ALLSTATE PROPERTY & CASUALTY  
 CHICAGOLAND AUTO MCO  
 SCHAUMBURG

**VEHICLE**

2015 NISSA ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

VIN:	JN8AS5MV9FW754395	Interior Color:		Mileage In:	7,571	Vehicle Out:	
License:	943-WPS	Exterior Color:	BEIGE	Mileage Out:		Job #:	
State:		Production Date:	1/2015	Condition:			

**TRANSMISSION**

Automatic Transmission  
 4 Wheel Drive

**POWER**

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors

**DECOR**

Dual Mirrors  
 Body Side Moldings

Tinted Glass

Console/Storage  
 Overhead Console

**CONVENIENCE**

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel  
 Rear Defogger  
 Keyless Entry  
 Alarm  
 Rear Window Wiper

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)  
 4 Wheel Disc Brakes  
 Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

**SEATS**

Cloth Seats  
 Bucket Seats

**WHEELS**

Wheel Covers

**PAINT**

Clear Coat Paint

**Supplement of Record 1 with Summary**

**Customer: MONDLOCH, CECELIA**

**Job Number:**

2015 NISSA ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT DOOR</b>					
2		R&I LT Mirror assy w/o "Around View"				0.4	
3	S01	Repl LT Handle, outside w/o Intelligent Key chrome	80640CA012	1	138.18	0.4	
4	*	Repl LKQ LT door assy +25%	H010A1VXMA	1	<u>750.00</u>	1.9	3.2
		Note: RHINE AUTO INNER SHELL IS COMPROMISED					
5		Add for Clear Coat					1.3
6	*	R&I LT Lower molding				<u>0.3</u>	
7		R&I LT Belt w'strip				0.3	
8		R&I LT Window regulator				0.5	
9		R&I LT Door glass Nissan				0.6	
10	*	R&I LT Run w'strip				<u>0.3</u>	
11		R&I LT R&I trim panel				0.5	
12	S01	Repl LT Tape rear	80819JM01A	1	35.96	0.2	
13	S01	Repl LT Tape upper	80817JM00A	1	24.40	0.2	
14		<b>REAR DOOR</b>					
15	*	Repl LKQ LT Belt w'strip	82821JM70A	1		<u>0.3</u>	
16	*	Repl LKQ LT door assy +25%	H210A1VKMA	1	<u>500.00</u>	1.7	3.2
		Note: RHINE AUTO Overlap Major Adj. Panel					-0.4
		Add for Clear Coat					0.6
19	*	R&I LT Lower molding				<u>0.3</u>	
20	*	Repl LKQ LT Window regulator	82721JM00A	1		<u>0.5</u>	
21		R&I LT Door glass Nissan w/o tinted				0.6	
22	*	R&I LT Run w'strip				<u>0.2</u>	
23	*	Repl LKQ LT Upper hinge	824012Y90A	1		<u>0.3</u>	<u>0.3</u>
24		Add for Clear Coat					0.1
25	*	Repl LKQ LT Lower hinge	824214P00A	1		<u>0.3</u>	<u>0.3</u>
26		Add for Clear Coat					0.1
27	*	Repl LKQ LT Handle, outside escutcheon chrome	80645JG01A	1			
28	S01	Repl LT Tape upper	82819JM00A	1	23.09	0.2	
29	S01	Repl LT Tape front	82817JM01A	1	23.71	0.2	
30	*	Repl LT Tape rear #1	NOT USED	1	<u>23.09</u>	0.2	
31		<b>QUARTER PANEL</b>					
32	*	Repl LKQ LT quarter panel +25%	G81011VKMA	1	<u>437.50</u>	16.0	3.2
		Note: RHINE AUTO Overlap Major Adj. Panel					-0.4
34	*	Add for Clear Coat					0.6
35		R&I LT Quarter glass Nissan w/o tinted				1.4	
36		<b>REAR BUMPER</b>					

**Supplement of Record 1 with Summary**

**Customer: MONDLOCH, CECELIA**

**Job Number:**

2015 NISSA ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

37		O/H rear bumper				1.5		
38	R&I	Bumper cover w/o Krom model				Incl.		
39	<b>FENDER</b>							
40	Blnd	LT Fender					0.9	
41	<b>REAR LAMPS</b>							
42	R&I	LT Tail lamp assy				0.3		
43	#	Rpr Cut, Drill used quarter panel				3.0		
44	#	Rpr Rough Pull quarter panel				1.5		
45	<b>FRONT BUMPER</b>							
46	R&I	R&I bumper cover				1.4		
47	<b>FRONT LAMPS</b>							
48	R&I	LT Headlamp assy				0.3		
49	#	HAZARDOUS WASTE	1	2.00				
50	#	CORRSION	1			0.2		
51	<b>LIFT GATE</b>							
52	R&I	R&I liftgate assy				1.1		
			<b>SUBTOTALS</b>			<b>1,957.93</b>	<b>37.1</b>	<b>13.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			1,957.93
Body Labor	37.1 hrs @	\$ 56.00 /hr	2,077.60
Paint Labor	13.0 hrs @	\$ 56.00 /hr	728.00
Paint Supplies	13.0 hrs @	\$ 36.00 /hr	468.00
Subtotal			5,231.53
Sales Tax	\$ 5,231.53 @	5.0000 %	261.58
<b>Grand Total</b>			<b>5,493.11</b>
Deductible			600.00
<b>CUSTOMER PAY</b>			<b>600.00</b>
<b>INSURANCE PAY</b>			<b>4,893.11</b>

**Supplement of Record 1 with Summary**

**Customer: MONDLOCH, CECELIA**

**Job Number:**

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

**SUPPLEMENT SUMMARY**

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>Deleted Items</b>							
5	*	Repl LKQ LT Handle, outside w/o Intelligent Key chrome	80640CA012	1		-0.4	
<b>Added Items</b>							
3	S01	Repl LT Handle, outside w/o Intelligent Key chrome	80640CA012	1	138.18	0.4	
12	S01	Repl LT Tape rear	80819JM01A	1	35.96	0.2	
13	S01	Repl LT Tape upper	80817JM00A	1	24.40	0.2	
28	S01	Repl LT Tape upper	82819JM00A	1	23.09	0.2	
29	S01	Repl LT Tape front	82817JM01A	1	23.71	0.2	
30	*	S01 Repl LT Tape rear #1	NOT USED	1	23.09	0.2	
<b>SUBTOTALS</b>					<b>268.43</b>	<b>1.0</b>	<b>0.0</b>

**TOTALS SUMMARY**

Category	Basis	Rate	Cost \$
Parts			268.43
Body Labor	1.0 hrs @	\$ 56.00 /hr	56.00
Subtotal			324.43
Sales Tax	\$ 324.43 @	5.0000 %	16.22
<b>Total Supplement Amount</b>			<b>340.65</b>
<b>NET COST OF SUPPLEMENT</b>			<b>340.65</b>

**CUMULATIVE EFFECTS OF SUPPLEMENT(S)**

Estimate	5,152.46	Chris Brunner
Supplement S01	340.65	Chris Brunner
<b>Job Total:</b>	<b>\$ 5,493.11</b>	
<b>CUSTOMER PAY:</b>	<b>\$ 600.00</b>	
<b>INSURANCE PAY:</b>	<b>\$ 4,893.11</b>	

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.

## Supplement of Record 1 with Summary

**Customer: MONDLOCH, CECELIA**

**Job Number:**

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARF3621, CCC Data Date 10/17/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Supplement of Record 1 with Summary**

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**Customer: MONDLOCH, CECELIA**

**Job Number:**

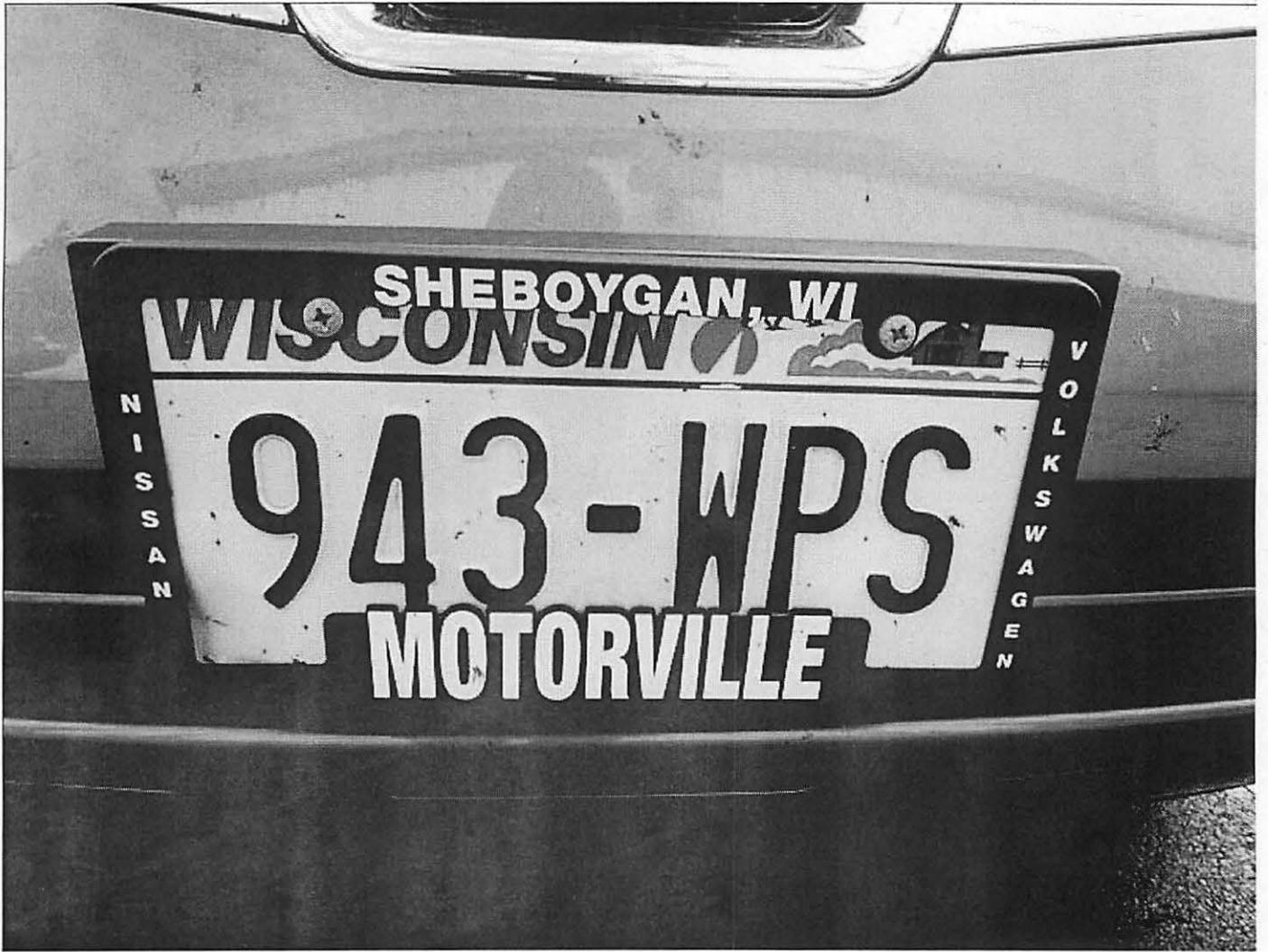
2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.







SHEBOYGAN, WI

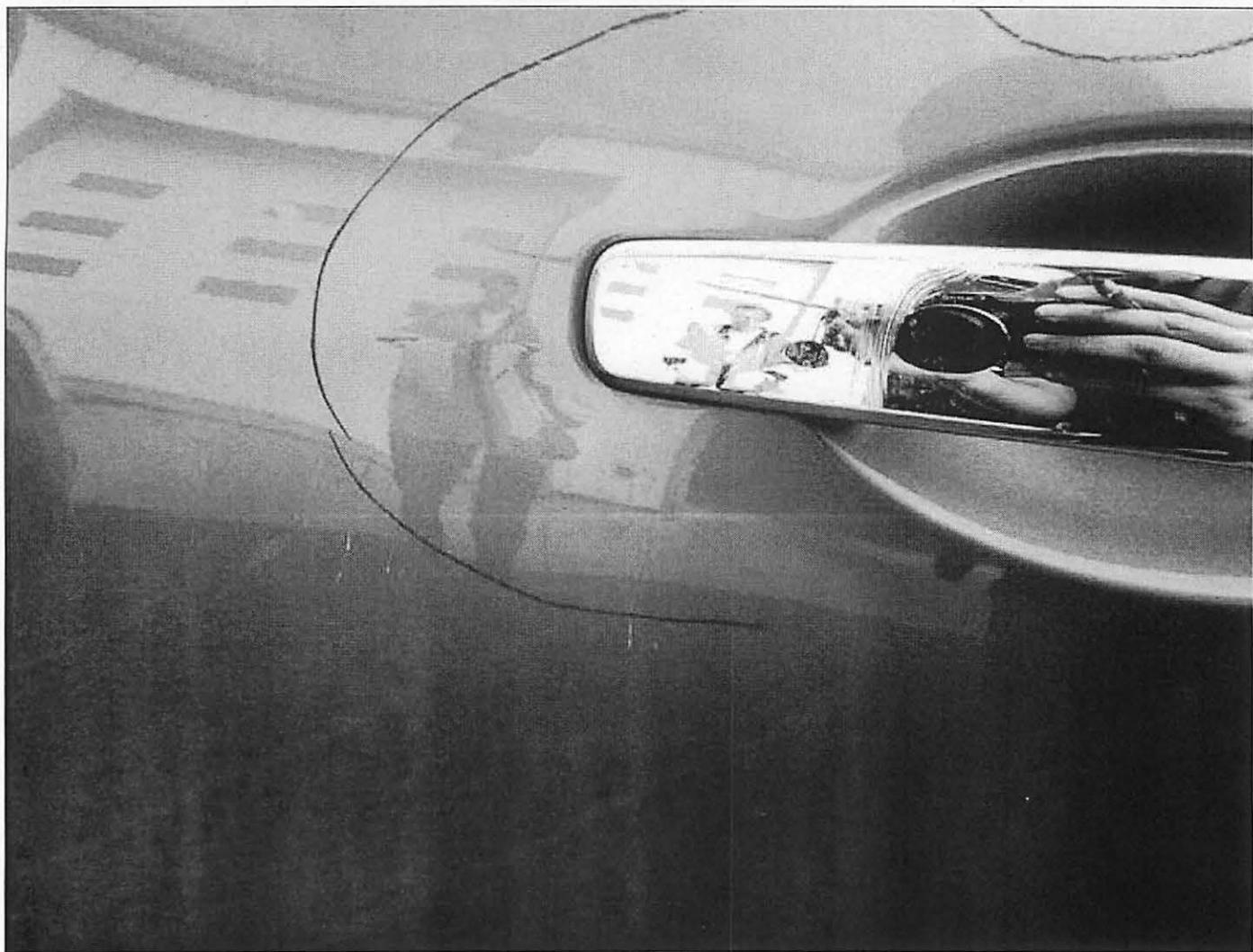
WISCONSIN

943-WPS

MOTORVILLE

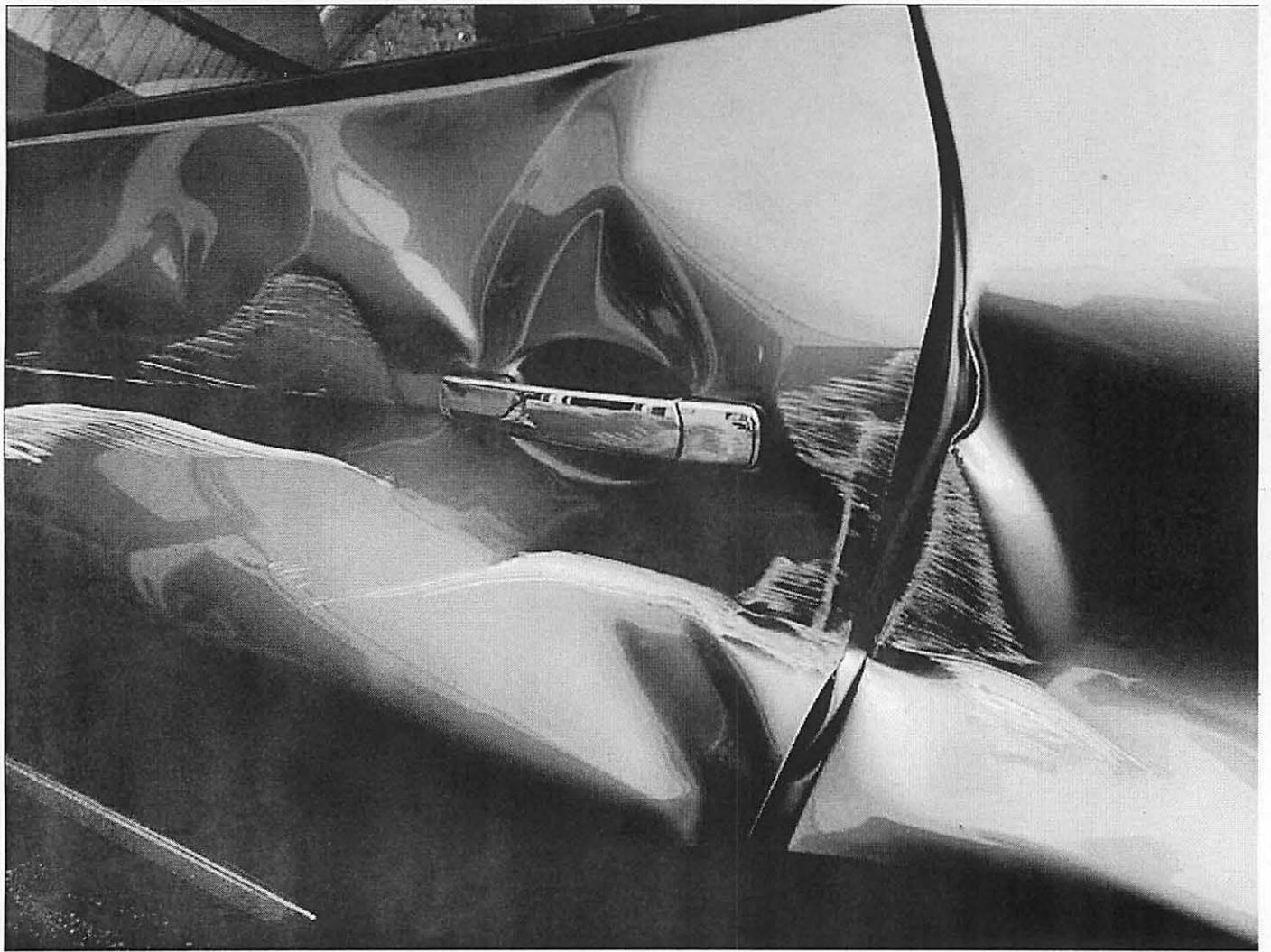
NISSAN

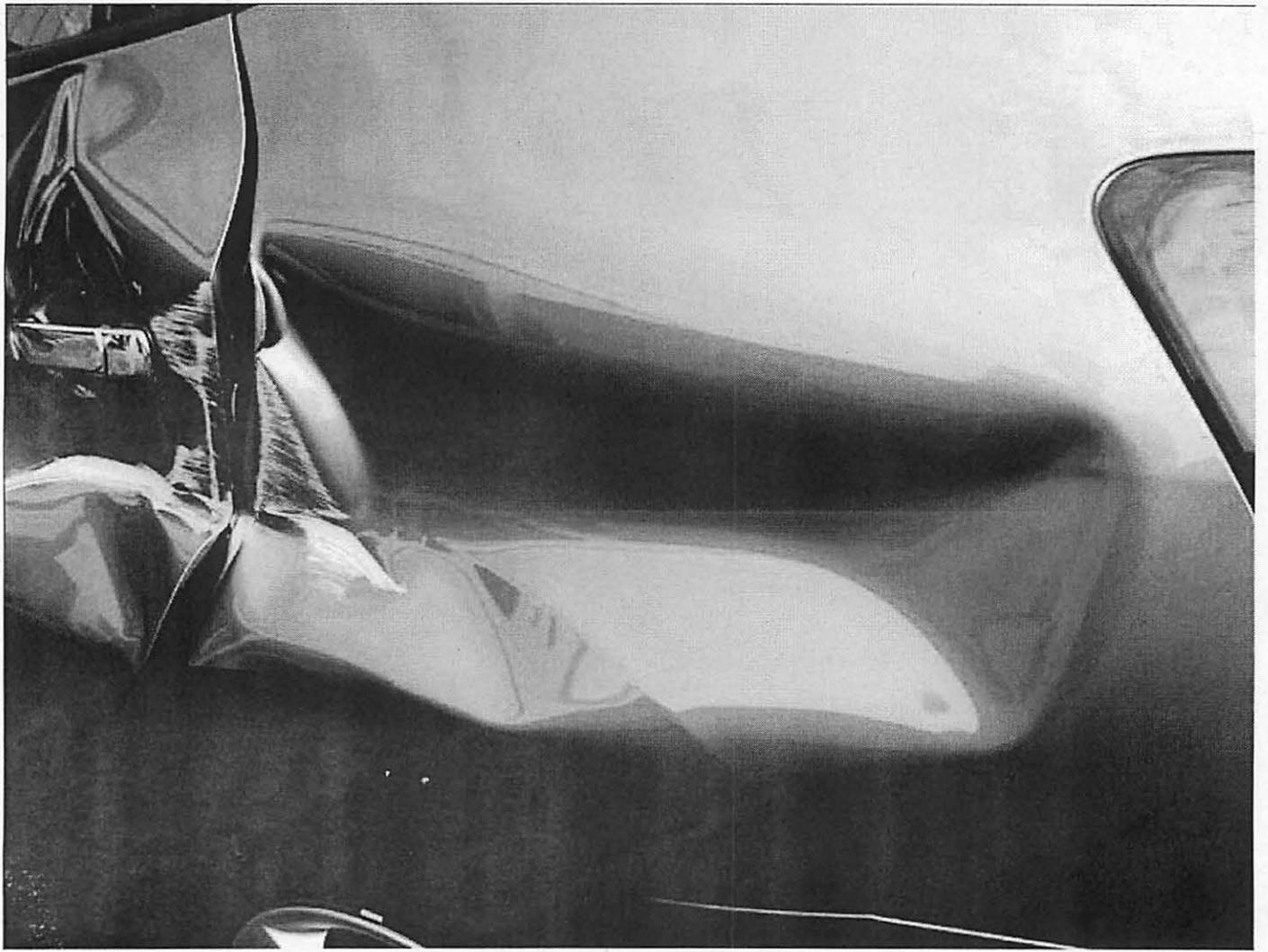
VOLKSWAGEN











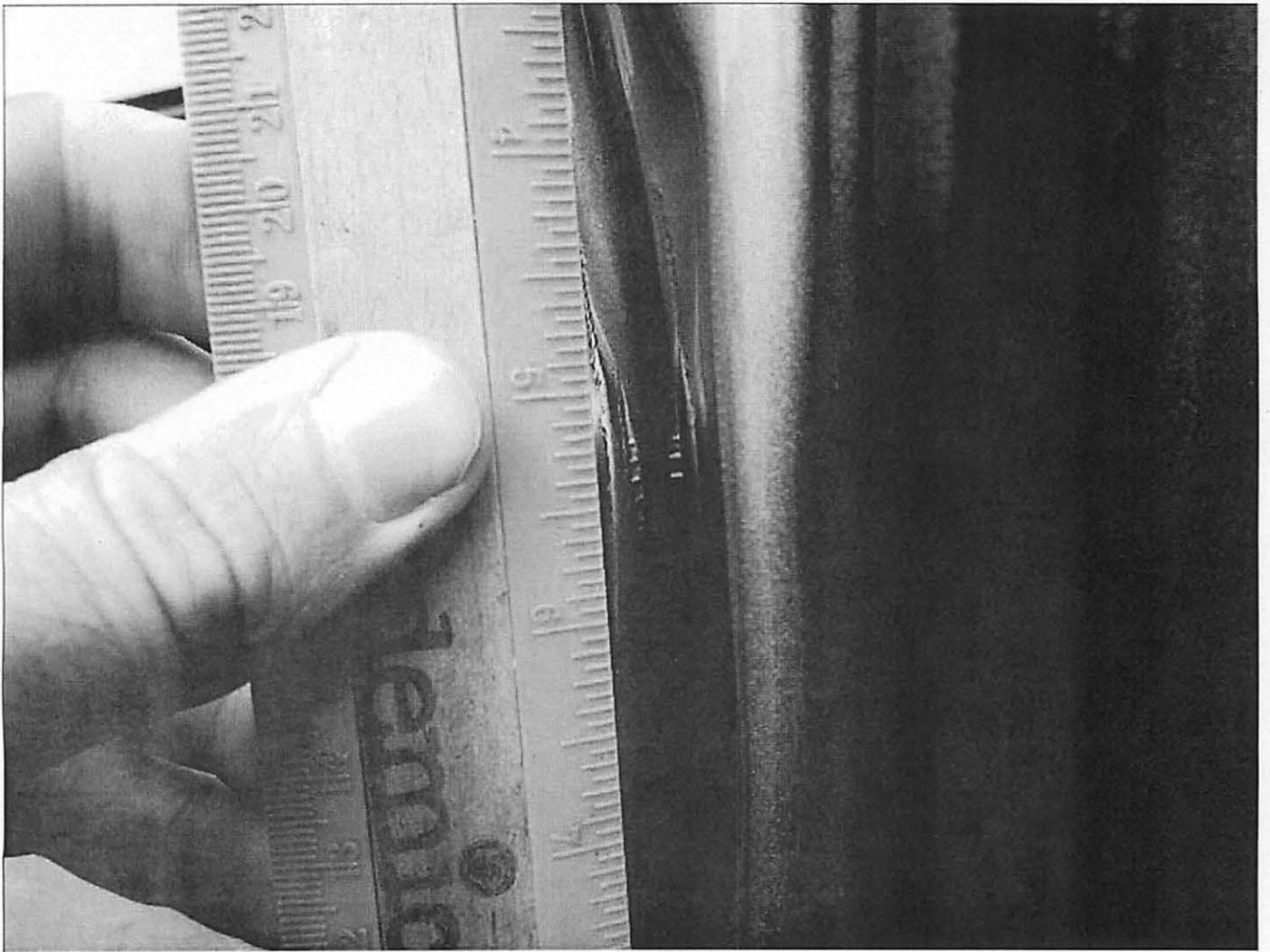




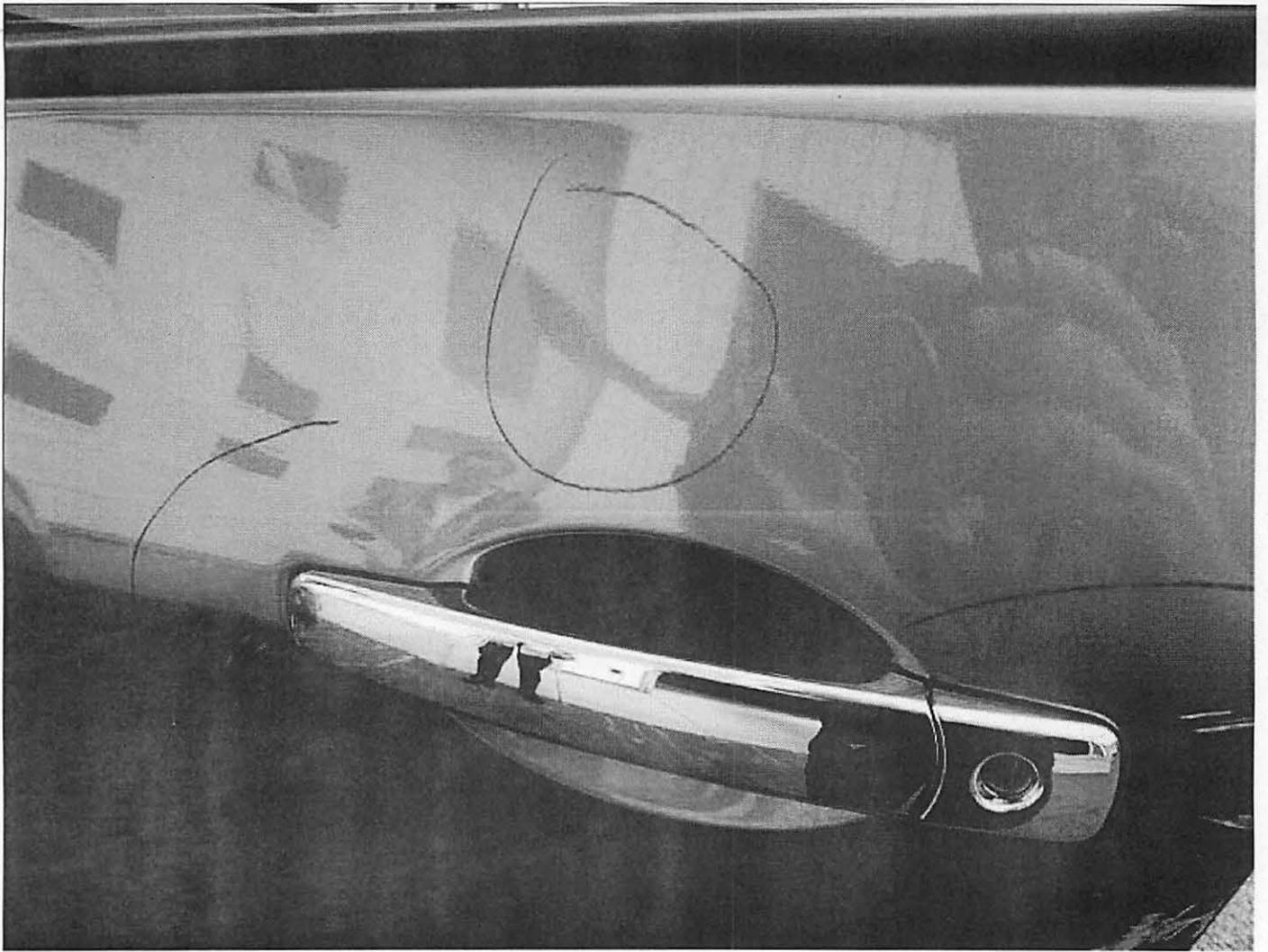






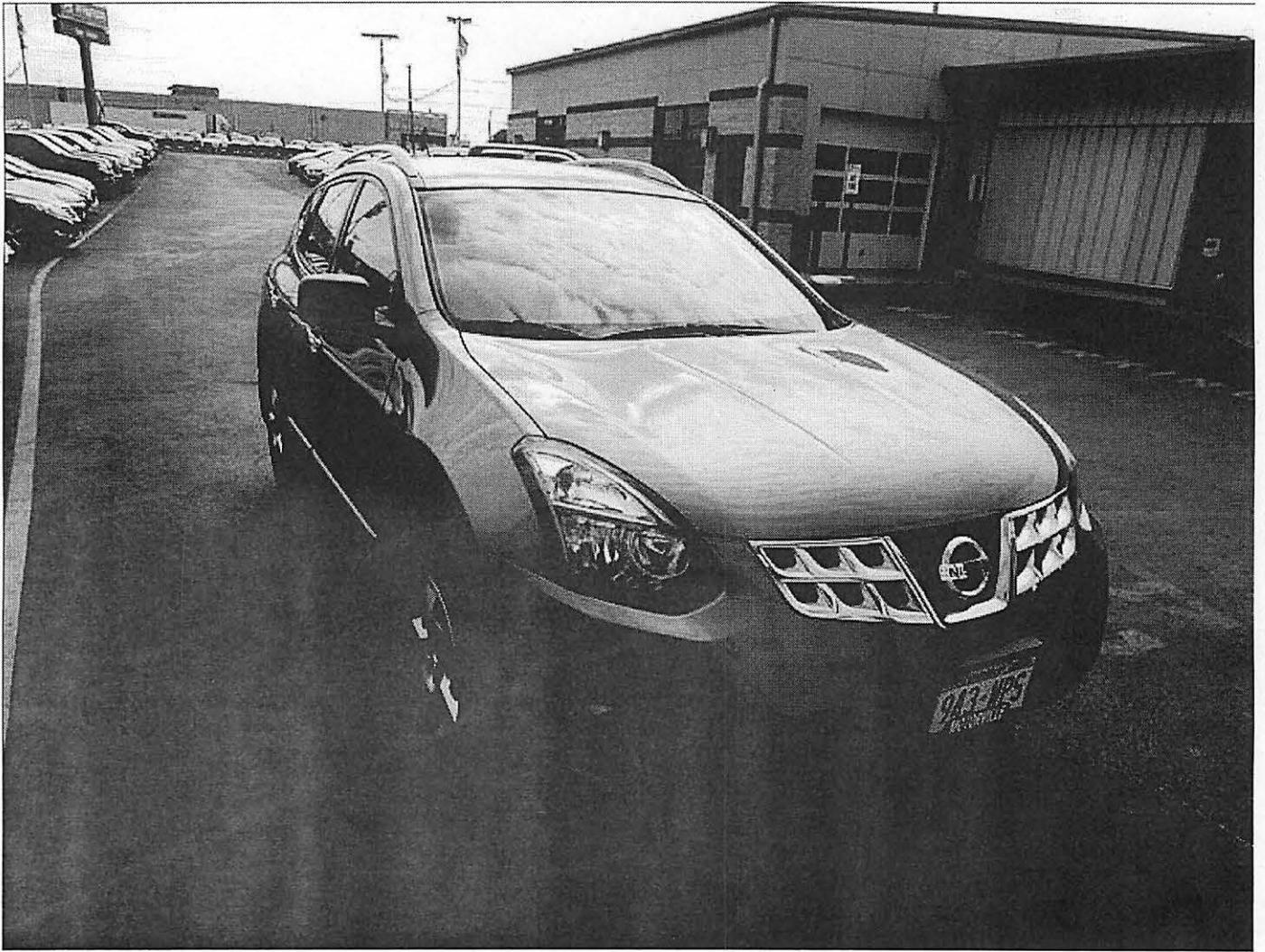






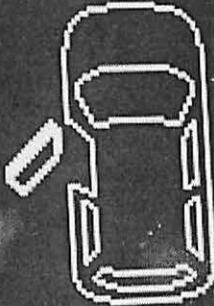








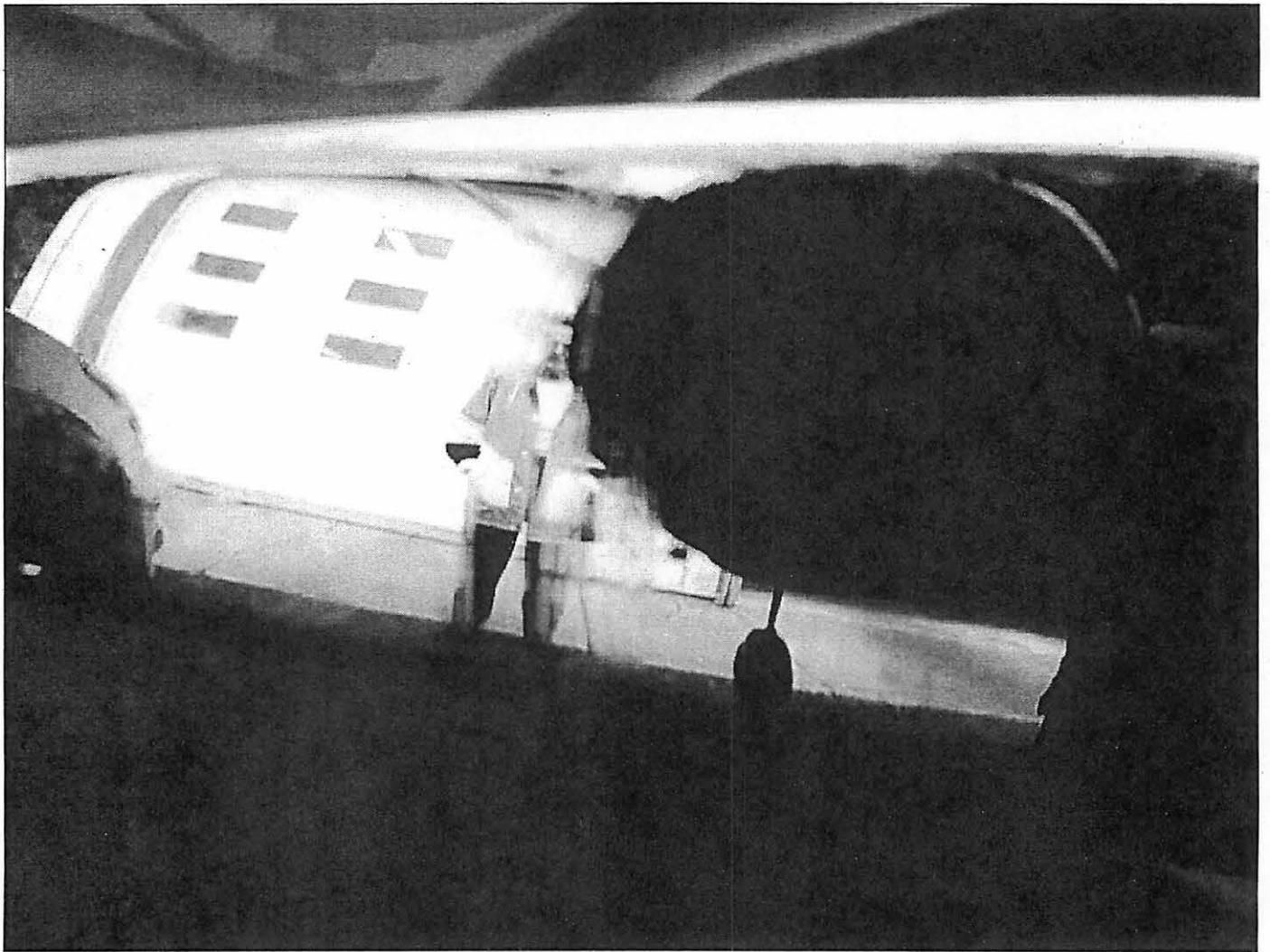
68°F



7571 miles

1038.6 miles

P R N D L



**VI**

R. C. No.       - 16 - 17      . By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 187-16-17 by the City Clerk submitting a claim from Timothy Quinn for alleged damages to his vehicle when a garbage truck backed into his legally parked car; recommends that the documents be accepted and filed and to pay the claim in the amount of \$1,231.25.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

3.4

R. O. No. 187 - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a claim from Timothy Quinn for alleged damages to his vehicle when a City garbage truck backed into his legally parked car.

~~Finance~~  
pay claim in  
amount of \$1,231.25

---

City Clerk

**December 13, 2016**

City of Sheboygan  
Clerk's Office  
828 Center Ave #100  
Sheboygan, WI 53081

**Enclosed:**

City of Sheboygan Notice of Damage or Injury Claim Form

Wisconsin Motor Vehicle Accident Report P0X9NHB

Damage Estimate: Dean's Auto Body Inc.

Damage Estimate: Dick Brantmeier Ford-Lincoln-Mercury

DATE RECEIVED 12-16-16

RECEIVED BY MMD

CLAIM NO. 21-16

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: Timothy Quinn
- 2. Home address of Claimant: 2227 Kohls Ct, Sheboygan, WI 53081
- 3. Home phone number: (920) 452-3941
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 11/08/2016 12:38 pm

6. Where did damage or injury occur? (give full description) Kohls Ct., City of Sheboygan, on roadway

7. How did damage or injury occur? (give full description) City of Sheboygan owned garbage truck 2013 PTRB vin#3BPZLSOXIDF176541 backed into legally parked 2008 Ford F150 vin#1FTPW14V98FA24833 owned by claimant. Police report indicates rear-end collision to claimant front bumper.

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

(a) Name of such officer or employee, if known: N/A

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

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

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

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

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

NO INJURIES Damage to claimant vehicle is the front bumper and hood. (2 repair estimates included)

11. Name and address of any other person injured: NO INJURIES

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

Auto: \$ 1,528.29  
 Property: \$ \_\_\_\_\_  
 Personal injury: \$ \_\_\_\_\_  
 Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 1,528.29

Damaged vehicle (if applicable)

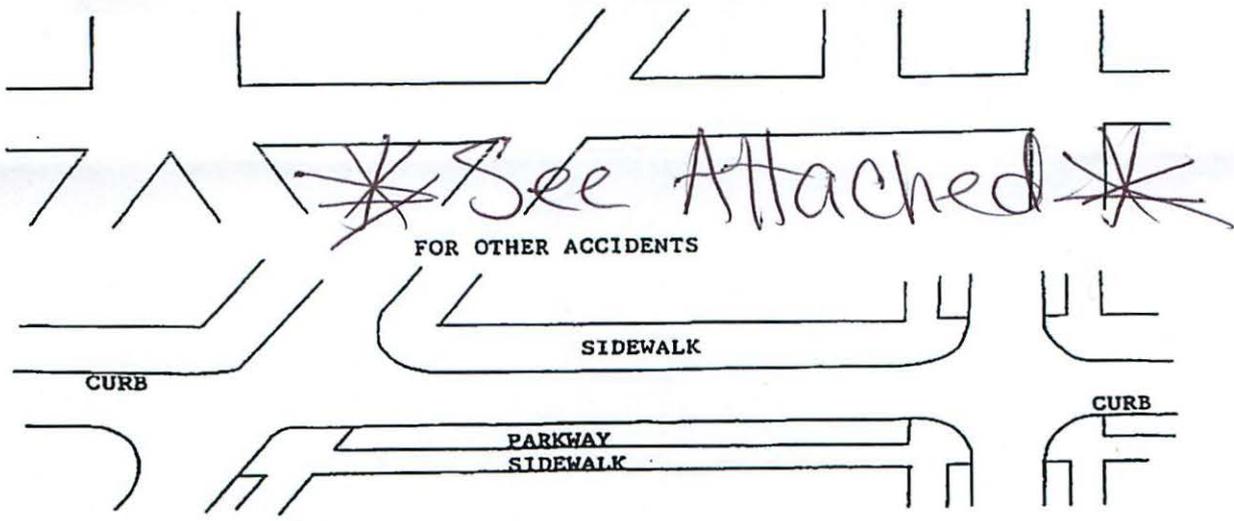
Make: Ford Model: F150 Year: 2008 Mileage: 91,000

Names and addresses of witnesses, doctors and hospitals:  
Sheboygan Police Dept, Officer Tim McMullen C229T  
1315 N 23rd, Sheboygan WI 53081

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.

~~\*Attached\*~~

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



SIGNATURE OF CLAIMANT Timothy J Zuni DATE 12-06-16

WEST

DRIVE WAY

2224 KOHLS ET

DRIVE WAY

2228 KOHLS ET

DRIVE WAY

CURB

CURB

SOUTH

NORTH

GARAGE TRUCK

KOHL'S ET.

KOHL'S ET.

CURB

CURB

DRIVE WAY

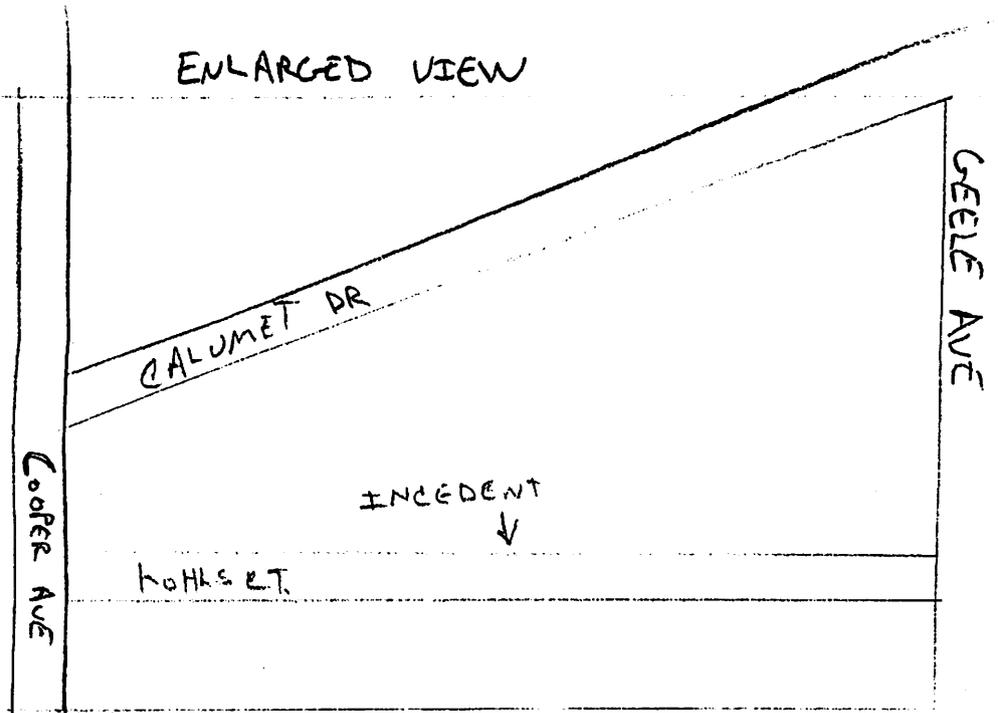
(2223 KOHLS ET.)

DRIVE WAY

(2227 KOHLS ET.)

EAST

ENLARGED VIEW



CALUMET DR

GEELE AVE

COOPER AVE

INCIDENT  
↓

KOHL'S ET.

DATE RECEIVED 12-16-16

RECEIVED BY HMD

CLAIM NO. 21-16

CLAIM

Claimant's Name: Timothy Quinn  
Claimant's Address: 2227 Kohls Ct  
Sheboygan, WI 53081  
Claimant's Phone No. (920) 452-3941

Auto \$ 1528.89  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 1528.89

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 \$ 1528.89.

SIGNED Timothy Quinn

DATE: 12-06-16

ADDRESS: 2227 Kohls Ct.  
Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

**Wisconsin Motor Vehicle  
Accident Report** MV4000e 01/2005

**POX9NHB**

PK2012

POLICE # C16-21538

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number <b>POX9NHB</b>		Document Override Number	
Agency Accident Number				Police Number <b>C16-21538</b>					
4 - Accident Date <b>11/08/2016</b>		5 - Time of Accident (Military Time) <b>1238</b>		6 - Total Units <b>02</b>		7 - Total Injured <b>00</b>		8 - Total Killed <b>00</b>	
2 - County <b>SHEBOYGAN - 59</b>		3 - Municipality <b>SHEBOYGAN - 61, CITY</b>				11 - Accident Location <b>NON-INTERSECTION</b>			
14 - On Hwy No.		14 - On Street Name <b>KOHL'S CT</b>			14 - Bus/Fmt/Rmp		15 - Est. Distance <b>211 FT</b>		15 - Hwy Dir <b>SOUTH</b>
16 - Fr/At Hwy No.		16 - From/At Street Name <b>COOPER AVE</b>			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude <b>43.769310</b>		13 - Longitude <b>-87.730739</b>			
80 - First Harmful Event <b>PARKED MOTOR VEHICLE</b>				93 - Manner of Collision <b>REAR-END</b>					
112 - Access Control <b>NO CONTROL</b>		113 - Road Curvature <b>STRAIGHT</b>		113 - Road Terrain <b>LEVEL/FLAT</b>		Surface Type <b>CONCRETE - 1</b>			
115 - Traffic Way <b>NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)</b>									
117 - Relation To Roadway <b>ON-ROADWAY</b>									
114 - Light Condition <b>DAYLIGHT</b>			116 - Road Surface Condition <b>DRY</b>			118 - Weather <b>CLOUDY</b>			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
<input type="checkbox"/> Supplemental Reports		<input type="checkbox"/> Witness Statements		<input type="checkbox"/> Measurements Taken		79 - E M S Number			

**Operator/Pedestrian**

Unit Status <b>L - LEGALLY PARKED</b>		81 - Most Harmful Event Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel		24 - Speed Limit <b>25</b>	
36 - Operating as Classified <b>D CLASS</b>		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident			
25 - Operator/Pedestrian Last Name			25 - First Name		25 - Middle Initial		25 - Suffix
32 - Date Of Birth		33 - Sex					
26 - Address Street & Number						26 - PO Box	
27 - City		27 - State	27 - Zip Code		28 - Telephone Number		
39 - Seat Position				40 - Safety Equipment <b>NOT-APPLICABLE-NONMOTORIST</b>			
38 - Injury Severity		41 - Airbag <b>NOT APPLICABLE</b>		42 - Ejected <b>NOT-APPLICABLE</b>		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated <b>NOT-APPLICABLE</b>		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing <b>LEGALLY-PARKED</b>			120 - Traffic Control <b>NO-CONTROL</b>			62 - No. of Citations Issued	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors <b>NOT-APPLICABLE</b>							
88 - Driver or Pedestrian Cond		89 - Substance Presence					
90 - Alcohol Test			90 - Alcohol Content		91 - Drug Test		
91 - Drugs Reported							

OPERATOR/PEDESTRIAN 01

<b>OPERATOR/PEDESTRIAN 02</b>	26 - Address Street & Number <b>410 FOREST BLVD</b>				26 - PO Box	
	27 - City <b>SHEBOYGAN FALLS</b>		27 - State <b>WI</b>	27 - Zip Code <b>53085</b>	28 - Telephone Number <b>(920) 254-3109 EXT.</b>	
	39 - Seat Position <b>FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)</b>			40 - Safety Equipment <b>SHOULDER-BELT-AND-LAP-BELT-USED</b>		
	38 - Injury Severity <b>N - NO APPARENT INJURY</b>		41 - Airbag <b>NON-DEPLOYED</b>	42 - Ejected <b>NOT-EJECTED</b>		44 - <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated <b>NOT-TRAPPED</b>		92 - Pedestrian Location	92 - Pedestrian Action		
	119 - What Driver Was Doing <b>BACKING-MANEUVER</b>		120 - Traffic Control <b>NO-CONTROL</b>		62 - No. of Citations Issued <b>0</b>	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors <b>UNSAFE-BACKING</b>					
	88 - Driver or Pedestrian Cond <b>APPEARED NORMAL</b>		89 - Substance Presence <b>NEITHER-ALCOHOL-NOR-DRUGS-PRESENT</b>			
	90 - Alcohol Test <b>TEST NOT GIVEN</b>		90 - Alcohol Content		91 - Drug Test <b>TEST NOT GIVEN</b>	
91 - Drugs Reported						
124 - Highway Factors <b>NOT-APPLICABLE</b>						

**Vehicle**

<b>VEHICLE 02</b>	21 - Unit Type <b>TRUCK</b>		Vehicle Type <b>STRAIGHT-TRUCK-(INSERT TRUCK)</b>			22 - Total Occupants <b>2</b>
	56 - License Plate Number <b>88070</b>		57 - Plate Type <b>MUN</b>	58 - State <b>WI</b>	59 - Exp Year	55 - Vehicle Identification Number <b>3BPZLS0X1DF176541</b>
	60 - Year <b>2013</b>	51 - Make <b>PTRB</b>	52 - Model	53 - Body Style <b>GG - GARBAGE OR</b>	54 - Color <b>WHI</b>	100 - Skidmarks to Impact (Ft) <b>0</b>
	84 - Vehicle Damage <b>NONE</b>					
	95 - Extent Of Damage <b>NONE</b>		96 - <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>OPERATOR</b>	
123 - Vehicle Factors <b>NOT-APPLICABLE</b>						

**Vehicle Owner**

<b>VEH OWNER 02</b>	45 - <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	48 - Company Name <b>CITY OF SHEBOYGAN</b>					
	47 - Address Street & Number <b>828 CENTER AVE</b>			47 - PO Box		
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>	49 - Telephone Number <b>(920) 450-3309 EXT.</b>	

**Insurance**

<b>INS 02</b>	63 - Liability Insurance Company <b>GOVERNMENT</b>		60 - <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company		

**Wisconsin Motor Vehicle  
Accident Report** MV4000e 01/2005

**POX9NHB**

PK2012

<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>MCMULLEN</b>	126 - First Name <b>TIM</b>	125 - Middle Initial	131 - Officer ID <b>C229T</b>
	129 - Law Enforcement Agency No. <b>5961</b>	130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>		
	126 - Law Enforcement Agency Address Street & Number <b>1315 N 23RD ST</b>			
	127 - City <b>SHEBOYGAN</b>	127 - State <b>WI</b>	127 - Zip Code <b>53081</b>	128 - Telephone Number <b>(920) 459-3333 EXT.</b>
	132 - Date Notified <b>11/08/2016</b>	133 - Time Notified (Military Time) <b>1305</b>	134 - Time Arrived (Military Time) <b>1311</b>	135 - Date Of Report <b>11/08/2016</b>
		<b>C16-21538</b>	19 - Special Study	
	18 - Agency Space			

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

\*\*\* PRELIMINARY ESTIMATE \*\*\*

11/10/2016 08:03 PM

Owner

Owner: Tim Quinn  
Address: 2227 Kohls Ct  
City State Zip: Sheboygan, WI 53083

Home/Day: (920) 452-3941  
Home/Evening: (920) 207-7954  
FAX:

Inspection

Inspection Date: 11/10/2016 07:59 PM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Primary Impact: Front  
Driveable: Yes

Inspection Type: Drive In  
Contact: Phil Black  
Work/Day: (920) 457-5494x  
FAX: (920) 457-6495x  
Secondary Impact:  
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081

Contact: Phil Black  
Work/Day: (920) 457-5494  
FAX: (920) 457-6495

Target Complete Date/Time:

Days To Repair: 4\*

Remarks

\*\*\* Original Estimate \*\*\*

Vehicle

2008 Ford F-150 FX4 4 DR Crew Cab Stepside Short Bed  
8cyl Gasoline 5.4  
4 Speed Automatic

Lic. Plate: 774-4963  
Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Color: REDFIRE MET  
Ext. Refinish: Two-Stage  
Ext. Paint Code: G2

Lic State: WI  
VIN: 1FTFW14V98FAZ4833  
Mileage: 90,650  
Mileage Type: Actual  
Code: P8024B  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

Options

4-Wheel Drive  
Alarm System

AM/FM CD Player  
Aluminum/Alloy Wheels

Air Conditioning  
Anti-Lock Brakes

Auto Locking Hubs (4WD)	Camper/Towing Package	Cruise Control
Dual Airbags	Electronic Transfer Case	Fog Lights
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	Limited Slip Differential	Overhead Console
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Bench Seat	Rear Step Bumper	Skid Plates
Split Front Bench Seat	Stepside Bed	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Trailer Hitch	Tutone Paint	Velour/Cloth Seats
Wheel Lip Moldings		

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Front Bumper</b>									
1	E	11		Bumper,Front	6L3Z17757BA	\$390.49		2.7	SM
2	I	50		Cvr,Front Bumper Up	Repair			1.5*	SM
3	L	50	13	Cvr,Front Bumper Up	Refinish			2.8	RF
					1.8 Surface				
					0.6 Two-stage setup				
					0.4 Two-stage				
4	E	1284		Nut,Frt Bumper	MULTI-PART	\$17.00		INC	SM
5	E	39		Spoiler,Lower Front	6L3Z17626BAA	\$81.24		INC	SM
6	E	1355		Retainer,Front Bumper LT	4L3Z17C886CB	\$30.58			SM
7	E	1356		Retainer,Front Bumper RT	4L3Z17C886CB	\$30.58			SM
8	RI	32		Panel,Frt Bmpr License	R & I Assembly			INC	SM
9	I	33		Hook,Front Bumper Tow LT	Repair			0.5*	SM
10	E	21		Brkt,Front Lic Plate	1L2Z17A386AA	\$10.23		0.2	SM
<b>Manual Entries</b>									
11	EC			Flex Additive	Replace Economy	\$6.50*			RF
12	N			De-Nib and polish	Additional Labor				SM*
13	N			Hazad, waste	Additional Labor	\$5.00*			SM
14	L			Tow Hook Ref.	Refinish			0.5*	RF*
14	Items								

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$560.12
Other Parts	\$11.50
Paint & Materials	3.3 Hours @ \$38.00 = \$125.40
Parts & Material Total	\$697.02
Tax on Parts & Material	@ 5.000% = \$34.85

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.9	2.0	4.9	\$284.20
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	3.3		3.3	\$191.40

Labor Total 8.2 Hours \$475.60

<b>Tax on Labor</b>	@ 5.000%	\$23.78	
<b>Gross Total</b>			<b>\$1,231.25</b>
<b>Net Total</b>			<b>\$1,231.25</b>

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

**Audatex Estimating 8.0.035 ES 11/15/2016 10:20 AM REL 8.0.035 DT 09/01/2016 DB 11/08/2016**  
**© 2016 Audatex North America, Inc.**

**1.0 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/RebIt   |
| 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 = Chippguard                         | RI = R & I Assembly            |
| P = Check                  | AA = Appearance Allowance               | RP = Related Prior Damage      |



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DICK BRANTMEIER FORD-LINCOLN-MERCURY  
3624 KOHLER MEMORIAL DRIVE  
SHEBOYGAN, WI 53082-0026  
OFFICE: 920-458-6111 FAX: 920-451-8198

\*\*\* PRELIMINARY ESTIMATE \*\*\*

11/23/2016 00

**Inspection**

Inspection Date: 11/23/2016 03:28 PM

Inspection Type:

Company: BRANTMEIER FORD

Appraiser License #:

Contact: DALE SPAETH

Address: 3624 KOHLER MEMORIAL DR

Work/Day: (920)458-6111

City State Zip: Sheboygan, WI 53081

FAX: (920)451-8198

**Repairer**

Repairer: DICK BRANTMEIER FORD

Contact:

Address: 3624 KOHLER MEMORIAL DR

Work/Day: (920)458-6111

City State Zip: Sheboygan, WI 53081

Work/Day:

Target Complete Date/Time:

Days To Repair: 5

**Vehicle**

2008 Ford F-150 FX4 4 DR Crew Cab Short Bed  
8cyl gas 5.4 liter flex  
4 Speed Automatic

Lic Expire:

VIN: 1FTPW14V98FA24833

Prod Date:

Mileage: 96,200

Veh Insp#:

Mileage Type: Actual

Condition:

Code: P8024C

Ext. Refinish: Two-Stage

Int. Refinish: Two-Stage

**Options**

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Locking Hubs (4WD)	Cruise Control	Dual Airbags
Electronic Transfer Case	Floor Mats	Fog Lights
Intermittent Wipers	Keyless Entry Keypad	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	Limited Slip Differential
Overhead Console	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Privacy Glass	Rear Bench Seat	Rear Step Bumper
Skid Plates	Split Front Bench Seat	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Velour/Cloth Seats
Wheel Lip Moldings		

**Damages**

Line	Op	Guide	MC Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
------	----	-------	----------------	--------------	-------	------	----	-------	---

**Front Bumper**

1	E	11	Bumper,Front	6L3Z17757BA	\$390.49	2.7	SM
2	I	50	Cvr,Front Bumper Up	Repair		3.0*	SM
3	L	50	13 Cvr,Front Bumper Up	Refinish		2.8	RF
				1.8 Surface			
				0.6 Two-stage setup			
				0.4 Two-stage			

**Front Body And Windshield**

4	I	83	Panel,Hood	Repair		2.0*	SM
			Aluminum				
5	L	83	Panel,Hood	Refinish		3.6	RF
				3.0 Surface			
				0.6 Two-stage			

**Manual Entries**

6	EC	M14	Corrosion Protection	Replace Economy		0.1*	RF
7	EC	M17	Cover Car Exterior	Replace Economy	\$5.00*		RF
8	EC	M60	Hazardous Waste Removal	Replace Economy	\$3.00*		SM
8			Items				

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$390.49	
Other Parts	\$8.00	
Paint & Materials	6.5 Hours @ \$36.00	\$234.00
<b>Parts &amp; Material Total</b>		<b>\$632.49</b>
Tax on Parts & Material	@ 5.000%	\$31.62

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.7	5.0	7.7	\$446.60
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$60.00				
Refinish (RF)	\$58.00	6.5		6.5	\$377.00
<b>Labor Total</b>				14.2 Hours	<b>\$823.60</b>
Tax on Labor		@ 5.000%			\$41.18
<b>Gross Total</b>					<b>\$1,528.89</b>
<b>Net Total</b>					<b>\$1,528.89</b>

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 Rate Name Default

Audatex Estimating 8.0.035 ES 11/23/2016 03:33 PM REL 8.0.035 DT 10/01/2016 DB 11/15/2016  
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1.6 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/Rebit
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 = Chippguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 192-16-17 by the City Clerk submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.1

R. O. No. 192- 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it.

~~Finance~~  
denys + send  
not of Disallowance

---

City Clerk

DATE RECEIVED

12-19-16

RECEIVED BY

MD

CLAIM NO.

22-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 19 '16 AM 9:43

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: Allen Brotz
- 2. Home address of Claimant: 1822 Tivoli Lane
- 3. Home phone number: 920 918 6599
- 4. Business address and phone number of Claimant: N/A

- 5. When did damage or injury occur? (date, time of day) Between 12/12 + 12/15<sup>01</sup> Vacation
- 6. Where did damage or injury occur? (give full description) Mail Box

- 7. How did damage or injury occur? (give full description) Snow Plow Hit Mail Box (2nd Time in 15 years)

- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A

- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: N/A
  - (b) Claimant's statement of basis for such liability: N/A

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: N/A

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

Auto: \$ \_\_\_\_\_

Property: \$ 333.89

Personal injury: City to replace → \$ 150.00

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL**

\$ ~~333.89~~ 480.89 2-877 AB

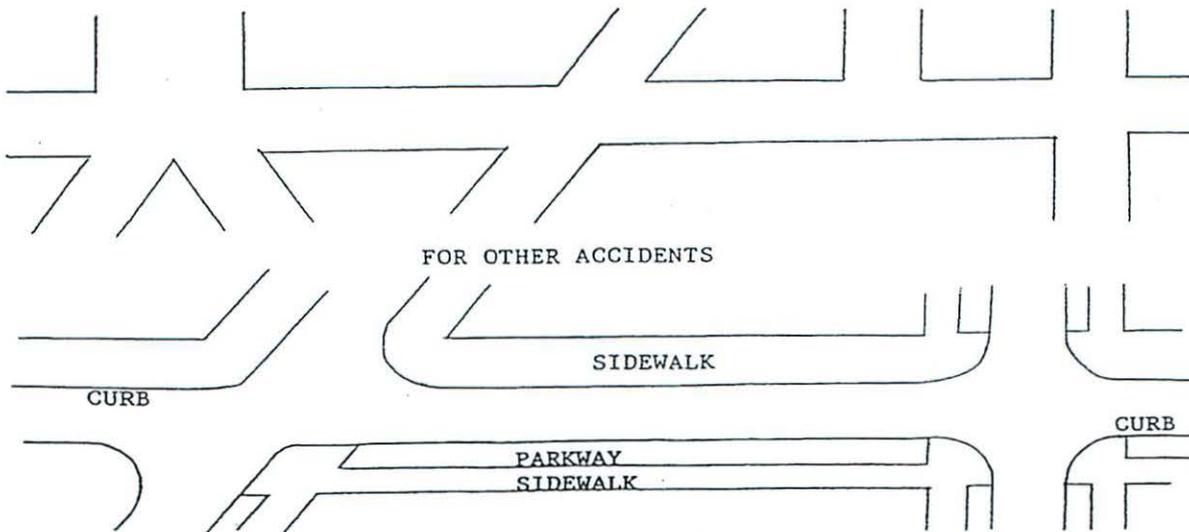
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

Allen [Signature]

DATE

12-19-16

DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 27-16

CLAIM

Claimant's Name:	<u>Allen Brotz</u>	Auto	\$ _____
Claimant's Address:	<u>1822 Tivoli Lane</u>	Property	\$ <u>333.89</u>
		Personal Injury	\$ <u>150.00</u>
Claimant's Phone No.:	<u>920-918-6599</u>	Other (Specify below)	\$ _____
		<b>TOTAL</b>	\$ <del>333.89</del> <u>480.89</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC. 2-8-17  
AB

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 \$ ~~333.89~~ 480.89 2-8-17 AB

SIGNED Allen Brotz DATE: 12-19-16

ADDRESS: 1822 Tivoli Lane Sheb. WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

App-only Flash Deal exclusive to Amazon app

Back to search results for "bronze mailbox"



Click to open expanded view

FTax

### Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000

by Gibraltar

133 customer reviews

19 answered questions

List Price: ~~\$68.99~~

Price: **\$48.99** FREE Shipping for Prime members once available

You Save: **\$20.00 (29%)**

**Temporarily out of stock.**

Order now and we'll deliver when available. We'll e-mail you with an estimated delivery date as soon as we have more information. Your account will only be charged when we ship the item.

Ships from and sold by Amazon.com. Gift-wrap available.

Color Name: **Bronze**



- Large size provides generous capacity for multiple parcels
- Powerfully built with galvanized steel for strength and durability
- Powder-coat finish in a beautiful bronze color provides resistant to outside elements
- Easily installs onto a variety of Gibraltar posts including the ES200VB0
- Made in the USA

See more product details

Compare with similar items

Used & new (23) from \$41.64

Report incorrect product information.

"Alexa, order a Lutron smart lighting control kit."

Get 25% off a Lutron Smart Light Control Kit, only when you order with Alexa. [Learn more](#)

Share

Buy new: **\$48.99**

Qty: 1 ▾

Add to Cart

Turn on 1-Click ordering for this browser

Ship to:

Sherry Brotz- Sheboygan - 53081

Buy used: **\$41.64**

Add to List

Other Sellers on Amazon

**\$63.32** Add to Cart

+ Free Shipping

Sold by: Gatzies

**\$64.44** Add to Cart

+ Free Shipping

Sold by: Ron's Home and Hardware

**\$56.70** Add to Cart

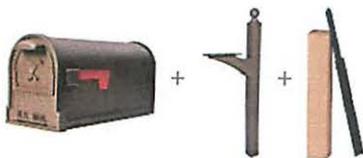
+ \$7.82 shipping

Sold by: Supreme Hardware

Used & new (23) from \$41.64

Have one to sell? Sell on Amazon

### Frequently Bought Together



Total price: **\$147.12**

Add all three to Cart

Add all three to List

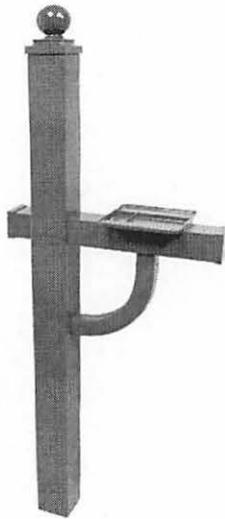
FTax

One of these items ships sooner than the other. [Show details](#)

**This item:** Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000 **\$48.99**

Home / Tools & Hardware / Hardware / Mailboxes, Posts & Addresses / Mailbox Posts & Stands

Model # KDX-BRO Internet # 100173387



Save to List

Gaines Manufacturing

# Keystone Aluminum Deluxe Mailbox Post in Bronze

★★★★★ Write the first Review Questions & Answers (3)

**\$269.00** /each

+ Tax

Quantity - 1 +

Not in Your Store - We'll Ship It There

We'll Ship It to You

Add to Cart

Add to Cart

Free Pickup

Free Shipping

Available for pickup  
December 28 - January 3

Expect it  
December 27

[Change Pickup Store](#)

[See Shipping Options](#)

Or buy now with

We're unable to ship this item to:  
GU, PR, VI

Easy returns in store and online  
[Learn about our return policy](#)

+ Tax

## Product Overview

The thoughtful design of the Keystone Series Deluxe Post makes it the ideal companion to the Keystone Series Mailbox. Its proportions were carefully configured to complement the design characteristics of the Keystone Series Mailbox for truly enhanced curb appeal. The Keystone Series Deluxe Post is constructed of rust-resistant aluminum and is powder coat finished to match Keystone Series Mailboxes. The post includes mounting beam, curved brace, end cap, and finial. Designed for in-ground installation. Mounting hardware and complete instructions are also included.

- All aluminum rust proof post for corrosion resistance
- Compatible with all Keystone Series Mailboxes
- Designed for in-ground installation
- Available address plaque sold separately
- Post, hardware, and installation instructions included
- Dimensions: 77.5 in. H x 22.75 in. W x 8 in. D x 22 lbs.

## Info & Guides

[Use and Care Manual](#)

[Warranty](#)

You will need Adobe® Acrobat® Reader to view PDF documents  
[Download a free copy from the Adobe Web site](#)

**VI**

R. C. No.           - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 193-16-17 by the City Clerk submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.2

R. O. No. 193 - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it.

~~Invoice~~  
deny & send  
not. of Disallowance

---

City Clerk

DATE RECEIVED 12.22.16

RECEIVED BY MD

CLAIM NO. 2516

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: Matt Moeller
- 2. Home address of Claimant: 3503 N 6th Street
- 3. Home phone number: (920) 946-0098
- 4. Business address and phone number of Claimant: N/A
- 5. When did damage or injury occur? (date, time of day) 12/18/16 at 4:37 a.m.
- 6. Where did damage or injury occur? (give full description) \_\_\_\_\_  
The damage occurred at mailbox at the above address. The East side of 6th Street.
- 7. How did damage or injury occur? (give full description) \_\_\_\_\_  
The city plow came through Sunday morning and clipped the mailbox completely off.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: N/A
  - (b) Claimant's statement of basis for such liability: N/A
- 10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").  
NO INJURIES
- 11. Name and address of any other person injured: N/A
- 12. Damage estimate: (You are not bound by the amounts provided here.)
 

Auto:	\$ <u>N/A</u>
Property:	\$ <u>381.59</u>
Personal injury:	\$ <u>N/A</u>
Other: (Specify below)	\$ <u>N/A</u>

DEC 22 16 AM 1:20

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

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. N/A

SIGNATURE OF CLAIMANT Matthew Moeller DATE 12-20-16  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED MD 12-22-16

RECEIVED BY MD  
CLAIM NO. 2316

**CLAIM**

Claimant's Name:	<u>Matthew Moeller</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>3503 N 6th St</u> <u>Sheboygan, WI 53083</u>	Property	\$ <u>381.59</u>
Claimant's Phone No.	<u>920-946-0098</u>	Personal Injury	\$ _____
		Other (Specify below)	\$ _____
		<b>TOTAL</b>	\$ <u>381.59</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 381.59.

SIGNED Matthew Moeller DATE: 12-20-16

ADDRESS: 3503 N 6th St, Sheboygan, WI 53083

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

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

(If applicable) (to be filled in)

Name: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_

Name and address of witness, doctor and hospital: \_\_\_\_\_

FOR ALL ACCIDENT REPORTS, COMPLETE THE FOLLOWING INFORMATION IN ORDER TO RECEIVE  
NUMBER OF ALL OTHERS, HOUSE NUMBERS, LOCATION OF VEHICLE, INDICATING WHICH OF THE VEHICLES  
IS APPLICABLE, WHICH IS CERTAINLY WITHIN LOCATION OF INCIDENTS. SEE

NOTE: If driver is below the age of 18, the appropriate box should be marked "Y".

BY SIGNING THIS CHECK, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE INSTRUCTIONS  
AND TERMS OF CLAIMANT

RECEIVED BY \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

CHECK NO. \_\_\_\_\_

CLAIM

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

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

WARNING: IT IS A CRIMINAL OFFENSE TO FURNISH A FALSE CLAIM.  
PENALTY: \$10,000 AND 5 YEARS.

The undersigned hereby makes a claim against the City of \_\_\_\_\_  
and out of the circumstances described in the letter of demand or  
injury. The claim is for relief in the form of money damages in the total  
amount of \$ \_\_\_\_\_.

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_

ADDRESS \_\_\_\_\_

BY SIGNING THIS ACKNOWLEDGMENT, I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAILED BY \_\_\_\_\_  
FOR DELIVERY \_\_\_\_\_

# Thank you for your order

Order Number is: **BM-30562**

[Print Receipt](#)

Your order was placed successfully as of 03/25/2014 .

mismoeller@yahoo.com

**Still Need Help?**

[Visit our Help Center](#)

Call us at (866) 707-0008 or [Email Us](#)

**100% SECURITY GUARANTEED**

**SECURE SHOPPING**  
128 BIT ENCRYPTION

## Ship To

Matthew Moeller  
3503 N 6th St  
Sheboygan, WI 53083  
920-946-0098

**Shipping Method:** Standard Shipping

## Bill To

Matthew Moeller  
3503 N 6th St  
Sheboygan, WI 53083  
920-946-0098

- [Can I Return my Order?](#)
- [Shipping Fees?](#)

## Confirmation

**Order Status:** Will ship in 2-3 weeks.

**Order Date:** 03/25/2014

**Order Number:** BM-30562

**Call Us**  
**(866) 707-0008**

## Respecting Your Privacy

- We never sell or rent your personal information.
- We don't use cookies to collect information on your hard drive.
- We stick to our strict [Privacy Policy](#).

## Your Shopping Cart

Item	Options	Unit Price	Qty.	Cost
 Superior Bronze Mailbox Package	Text Options : Two Lines of Text Line 2 Text : North 6th St Line 1 Text : 3503	\$423.99	1	\$423.99
<b>Subtotal:</b>				\$423.99
<b>Shipping:</b>				\$0.00
<b>Tax:</b>				\$0.00
<b>10% savings:</b>				-\$42.40
<b>Total:</b>				\$381.59

## Keeping Your Info Safe

- We don't use cookies to collect information on your hard drive.
- We use the strongest security measures around to protect your information.

Our secure order processing uses 128-bit (SSL) encryption. All data is encrypted for your protection.

Would you like one of our Catalogs?

Showcasing our best sellers, our customer's favorites, and our staff's favorite products and brands.

**Yes! I would love a catalog.**

[Click Here >](#)



**PayPal CREDIT**

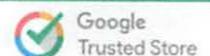
Get 6 Months to pay on \$99+  
Check out with PayPal and choose PayPal Credit

Subject to credit approval. See terms US customers only.

[Keep Shopping](#)



ACCREDITED BUSINESS  
Click for Review



Google Trusted Store

[Leave a message](#)

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**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 197-16-17 by the City Clerk submitting a Notice of Claim from American Family Insurance on behalf of their insured Jairo A. and Alma D. Orozco; recommends that the documents be accepted and filed and to pay the claim in amount of \$3,292.91.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

3.1

R. O. No. 197 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Notice of Claim from American Family Insurance on behalf of their insured Jairo A. and Alma D. Orozco.

*Inmate*  
*Pay claim in*  
*amount of \$3,292.91*

---

City Clerk

Claim # 2416



JAN 5 '17 PM 4:03

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

December 30, 2016

69-BJR033

CITY OF SHEBOYGAN  
828 CENTER AVE STE 205  
SHEBOYGAN WI 53081-4497

RE: Claim Number: 00-445-213451-1637  
Our Insured Name: Jairo A & Alma D Orozco  
Date of Loss: December 11, 2016  
Our Company Name: American Family Mutual Insurance Company

Dear City Of Sheboygan:

We have received notice of the above claim from our insured. Our preliminary investigation indicates you or a permissive use driver, were the cause of our insured's damages.

We anticipate making payment(s) to our insured. Once payment is made, our Subrogation Department will send supporting documentation to you or your insurance company to reimburse our claim payment(s) and our insured's deductible, if applicable. If you have a liability insurance policy, please complete the enclosed form and return it to us, marked "Attn: Subrogation Dept". We can then handle this matter directly with your insurance company.

If you have any questions, please contact me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J Rockwell".

Brian J Rockwell  
Subrogation Adjuster  
American Family Mutual Insurance Company  
1-800-MYAMFAM (1-800-692-6326) X 44108  
brockwel@amfam.com  
Fax: 866-364-0982  
www.amfam.com/claims

Enc: Insurance Information Form

**INSURANCE INFORMATION FORM**

Date of Loss: December 11, 2016

American Family Claim Number: 00-445-213451-1637

American Family Insured's Name: Jairo A & Alma D Orozco

My Name: \_\_\_\_\_

Name of My Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

My Policy Number is: \_\_\_\_\_

Insured's Name on my Policy: \_\_\_\_\_

My Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I have reported this loss to my insurance company. Yes  No

Check Here  if you do not have a liability insurance policy.

Signed \_\_\_\_\_ Date \_\_\_\_\_

JAN 18 '17 PM 1:51



6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

*Claim*  
*#24-16.*

January 11, 2017

CITY OF SHEBOYGAN  
828 CENTER AVE STE 205  
SHEBOYGAN WI 53081-4497

69-BJR033



RE: Our Insured: Jairo A & Alma D Orozco  
Our Claim Number: 00-445-213451-6906  
Date of Loss: December 11, 2016  
Amount of Claim: \$3292.91

Dear City Of Sheboygan:

We are notifying you that American Family Mutual Insurance Company, S.I. has now made payments, resulting from your responsibility for the above referenced claim. The total amount of the claim including our insureds deductible, if applicable, is indicated above.

We believe that we are entitled to recover some or all of this money from you. In handling this claim with you we will take the Comparative Negligence Laws of your state into consideration.

If you have a liability insurance policy, please complete and return the enclosed form to us. We can then contact your company and handle this matter directly with them. Otherwise, we ask that you contact us so suitable arrangements for payment to us can be made.

Sincerely,

Brian J Rockwell  
Subrogation Adjuster  
American Family Mutual Insurance Company, S.I.  
1-800-MYAMFAM (1-800-692-6326) X 44108  
brockwel@amfam.com  
Fax: 866-364-0982  
www.amfam.com/claims

Enc: Subrogation Demand

VAN HORN HYUNDAI INC  
PLEASE SEND ALL PAYMENTS TO P.O. BOX 1144, SHEBOYGAN, WI 53082  
3512 WILGUS ROAD  
SHEBOYGAN, WI 53082

\*\*\* SUPPLEMENT 2 \*\*\*

S2 12/13/2016 04:12 PM  
12/22/2016 01:51 PM

Owner

Owner: JAIRO A & ALMA D OROZCO  
Address: 1132 OAKLAND AVE  
City State Zip: SHEBOYGAN, WI 53081-5929

Home/Day: (920)451-0401  
FAX:

Control Information

Claim # : 00445213451-0  
Loss Date/Time: 12/11/2016 06:00 AM  
Deductible: \$100.00

Insured Policy # : 1100939502  
Loss Type: Collision

Ins. Company: American Family Insurance

Insured: JAIRO A & ALMA D OROZCO  
Address:

Home/Day: (920)451-0401

Inspection

Inspection Date: 12/13/2016 04:12 PM  
Primary Impact: Right Rear Corner  
Driveable: Yes

Inspection Type: Direct Repair Program  
Secondary Impact:  
Rental Assisted:

Assigned Date/Time:  
First Contact Date/Time:

Received Date/Time: 12/16/2016 07:30 AM  
Appointment Date/Time: 12/17/2016 08:00 AM

Appraiser Name: Chris Brunner

Appraiser License # :

Orig Appraiser Name: Chris Brunner

Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI  
Address: 3512 WILGUS AVENUE  
P.O. BOX 1144  
City State Zip: Sheboygan, WI 53081  
Email: BODYSHOP@VHCARS.COM

Contact:  
Work/Day: (920)457-3608  
FAX: (920)459-4126  
Work/Day:

Repair Start Date/Time: 12/20/2016  
Repair Complete Date/Time: 12/28/2016  
Target Complete Date/Time: 12/30/2016 05:00 PM

Vehicle Drop Off Date/Time: 12/19/2016 12:00 PM  
Vehicle Pick Up Date/Time: 12/28/2016  
Days To Repair: 8

Vehicle

2008 Dodge Caravan Grand SXT 4 DR Passenger Van  
6cyl Gasoline 4.0  
6-Speed Automatic

Lic.Plate: 121-SXZ  
Lic Expire:

Lic State: WI  
VIN: 2D8HN54X48R146770

**Prod Date:** 11/2007  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** LIGHT SANDSTONE  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** PKG

**Mileage:** 65,487  
**Mileage Type:** Actual  
**Code:** N6654C  
**Int. Color:** Dk Slate/Lt Shale  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:** VS

**Options - AudaVIN Information Received**

<b>17 Inch Alloy Wheels</b>	7 Passenger Seating	AM/FM CD Player
<b>Alarm System</b>	<b>Amplifier</b>	Anti-Lock Brakes
<b>Auto Headlamp Control</b>	<b>Automatic Dimming Mirror</b>	Bodyside Moldings
Bucket Seats	Cargo/Trunk Net	Center Console
Cruise Control	<b>DVD Player</b>	Digital Clock
Dual Air Conditioning	Dual Airbags	Dual Power Sliding Doors
<b>Dual Zone Auto A/C</b>	Floor Mats	Fog Lights
Fold Into Floor Seats	Garage Door Opener	Head Airbags
<b>Heated Frnt &amp; Rear Seats</b>	Heated Power Mirrors	Heated W/S Wiper Washers
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	<b>Metallic Paint</b>
Mud/Splash Guards	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Drivers Seat
<b>Power Liftgate</b>	Power Steering	Power Windows
Privacy Glass	<b>Rear Entertainment System</b>	Rear Heater
<b>Rear Side Wind Sunshades</b>	Rear Spoiler	<b>Rear View Camera</b>
Rear Window Defroster	Rear Window Wiper/Washer	<b>Remote Starter</b>
<b>Reverse Sensing System</b>	<b>Roof Rack Cross Bars</b>	Roof/Luggage Rack
<b>Satellite TV</b>	<b>Second Row Bucket Seats</b>	<b>Sirius Satellite Radio</b>
Sliding Driver Side Door	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	<b>Upgraded/Addl Speakers</b>	Velour/Cloth Seats

*AudaVIN options are listed in bold-italic fonts*

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
1	EU	390		Panel,Bodyside Outer RT >> Eagle Auto and Truck Parts 800-586-5295 >> S90 W38028 Highway 59 >> Eagle WI 53119 >> Quote# 111481348647535, Stock# 16021508, Jim or Linda	RECYCLED PART	\$200.00	+25.00	25.0	SM
2	L	390	13	Panel,Bodyside Outer RT	Refinish 3.1 Surface 1.5 Edge 0.6 Two-stage setup 0.9 Two-stage			6.1	RF
3	I	358		Reinf,Tlmp Opening RT	Repair			2.0*	SM
4	L	358		Reinf,Tlmp Opening RT	Refinish 0.4 Surface 0.1 Two-stage			0.5	RF
5	EU	534		Lens,Taillamp RT >> Eagle Auto and Truck Parts 800-586-5295 >> S90 W38028 Highway 59 >> Eagle WI 53119 >> Quote# 111481348647535, Stock# 16021508, Jim or Linda	RECYCLED PART	\$50.00	+25.00	INC	SM
6	N	553		Rear Bumper Cover R&I	Additional Labor			INC	SM
7	I	553		Cover,Rear Bumper	Repair			3.0*	SM
8	L	553	10	Cover,Rear Bumper	Refinish 2.0 Surface			2.5*	RF

0.5 Two-stage

		>> Partial Refinish, Full Clear			
9	RI 540	Snsr, Obstacle Warning LT	R & I Assembly	0.2	SM
10	RI 541	Snsr, Obstacle Warning RT	R & I Assembly	0.2	SM
11	RI 542	Snsr, Obstacle Warning LT	R & I Assembly	0.2	SM
12	RI 543	Snsr, Obstacle Warning RT	R & I Assembly	0.2	SM
13	RI 63	Pad,Rear Bumper Step	R & I Assembly	0.4	SM
14	EC M14	Corrosion Protection	Replace Economy		SM
					\$5.00*
15	L M60	Hazardous Waste Removal	Refinish		SM
					\$3.00*
16	I	detrिम used quarter panel	Repair	S1	4.0*
17	E	gronmet (5113360AA)	Replace OEM	S2	SM*
					\$7.20*
18	I	Final Bill	Repair	S2	SM*
<b>18 Items</b>					

MC Message

10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$7.20	
Other Parts		\$258.00	
Paint & Materials	9.1 Hours @ \$36.00	\$327.60	
Line Item Markup		\$62.50	
Parts & Material Total			\$655.30
Tax on Parts & Material	@ 5.000%		\$32.77

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	26.2	9.0	35.2	\$1,971.20
Mech/Elec (ME)	\$56.00				
Frame (FR)	\$56.00				
Refinish (RF)	\$56.00	9.1		9.1	\$509.60
<b>Labor Total</b>				44.3 Hours	\$2,480.80
Tax on Labor		@ 5.000%			\$124.04
<b>Gross Total</b>					\$3,292.91
Less: Deductible					\$100.00-
<b>Net Total</b>					\$3,192.91
Actual Supplement Total			\$7.56		
Less: Previous Net Total					\$3,185.35-
<b>Net Supplement Total (Final Bill)</b>					\$7.56

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 AM FAM CAPA  
 Recycled Parts Y/0/0 Zip Code: 53081 INV DATE: 12/20/2016  
 Rate Name Default

Audatex Estimating 8.0.035 S2 12/29/2016 02:17 PM REL 8.0.035 DT 11/01/2016 DB 12/15/2016  
 © 2016 Audatex North America, Inc.

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

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = RECYCLED PART
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	

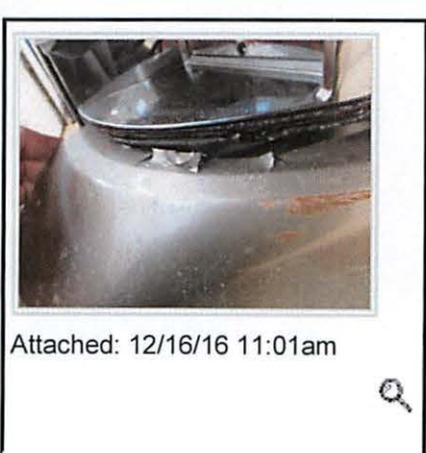
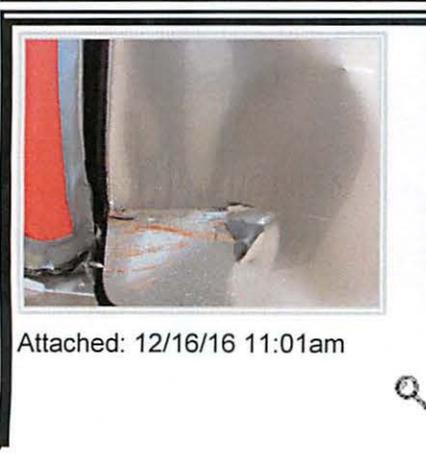
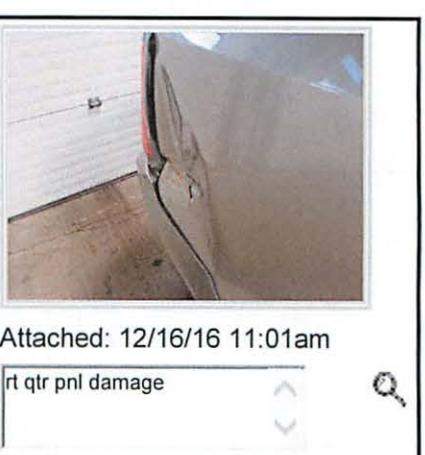
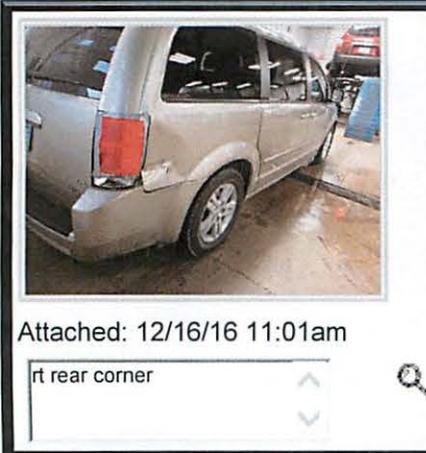
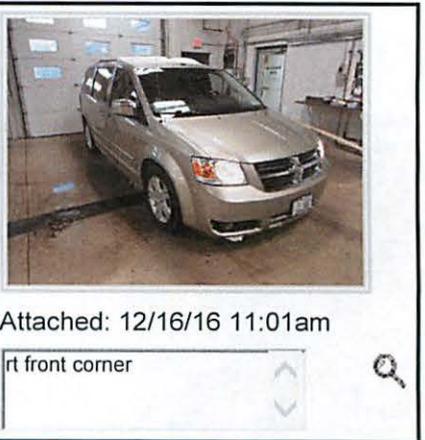
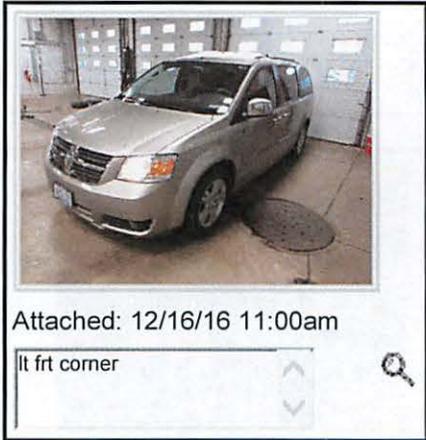
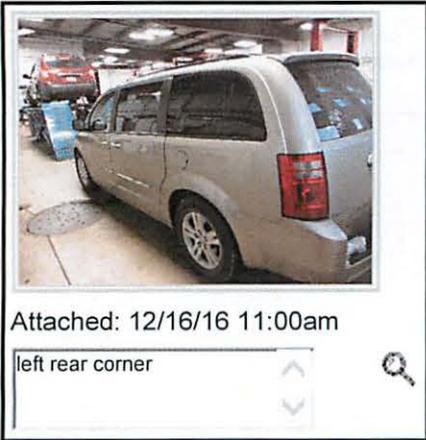


This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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rt qtr pnl damage

rt rear bumper damage

tail gate to bumper  
clearance none



Clm: 00-445-213451 / OROZCO, JAIRO A & ALMA D DOL: 12/11/2016 Policy: 11009395-02 CAT:

**Financial Summary & Transactions**

Loss Paid-to-Date: \$3,192.91 Deductible(s) Applied-to-Date: \$100.00 Expense Paid-to-Date: \$6.00

Filtered by: No filter applied. All items displayed.

Loss Payments:	\$3,192.91	Loss Credits:	\$0.00	Expense Payments:	\$6.00	Expense Credits:	\$0.00
Claim:	\$3,192.91	Claim:	\$0.00	Legal:	\$0.00	Legal:	\$0.00
Salvage:	\$0.00	Salvage:	\$0.00	Medical:	\$0.00	Medical:	\$0.00
Subrogation:	\$0.00	Subrogation:	\$0.00	Other:	\$6.00	Other:	\$0.00

Display By: Chronological Order

Displaying 2 item(s). Sorted By: Descending Trans Date

Trans Date	Trans #	Transaction	Pay To / Payor	Party - Peril	Amount	Status
01/11/2017	0100874698	Payment - Loss - Claim	VAN HORN HYUNDAI	OROZCO, JAIRO A & ALMA D Collision - Auto (025): \$3,192.91 <input type="checkbox"/>	\$3,192.91	Issued
<b>Trans Message:</b> A LOSS OCCURRING ON 12/11/2016 \$100 DEDUCTIBLE APPLIED						
01/10/2017	0100870968	Group Pay - Expense - Other	AUDATEX	OROZCO, JAIRO A & ALMA D Collision - Auto (025): \$6.00	\$6.00	Issued
<b>Trans Message:</b> Group Payment as of 01/10/2017						

VI

R. C. No.          - 16 - 17. By LAW AND LICENSING. March 6, 2017.

Your Committee to whom was referred R. O. No. 200-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends granting the following license with a caveat:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*1636	Johnson, Yvonne	1328 Union Ave.
	<b>*grant with instructions to correct the application</b>	

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 200 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law & Lic*  
*2/6/17 - grant all lic*  
*except hold Johnson, Tveten,*  
*Frei, Aguirre*  
*2/20/17 - grant Frei,*  
*Aguirre, hold Johnson,*  
*Tveten*  
*3/6/17 - deny*  
*grant Johnson*

\_\_\_\_\_  
City Clerk

MESSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3048	Bella Vida	5233 Superior Ave.
1112	Entourage Salon & Spa	726 Michigan Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1634	Booth, Hailey M.	1622 S. 24 <sup>th</sup> St.
1637	Bunnow, Gina Marie	1821 N. 27 <sup>th</sup> Pl.
1476	Dowe, Jennifer C.	917 St. James Ct.
4992	Guenther, Nicole M.	1525 N. 23 <sup>rd</sup> St.
1467	Hinze, David C.	1740 S. 13 <sup>th</sup> St.
1640	Horne, Cassandra Jo	310 S. Pershing St., Howards Grove
1636	Johnson, Yvonne	1328 Union Ave.
6985	Loberger, Kaylie N.	701 College Ave., Howards Grove
1638	Martinez, Aris D.	1303 S. 10 <sup>th</sup> St.
1641	Moore, Ashley S.	1338 Geele Ave.
1468	Peaine, Meka Jade	1902 Calumet Dr.
3038	Phillips, Matthew D.	708 Pine St., Sheb. Falls
1643	Raasch, Timothy A.	2734 Superior Ave.
1537	Stark, Jason G.	2619 N. 26 <sup>th</sup> St.
1498	Tveten, Dustin E.	1992A Martin Ave.
7824	Woolwine, Eugene A.	615 N. 5 <sup>th</sup> St.

TAXICAB DRIVER'S LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1639	Aguirre, Victor Montes	1301 S. 7 <sup>th</sup> St.
8546	Frei, Dorris M.	1320 S. 16 <sup>th</sup> St.
4704	Jantz, Mark R.	509 N. 5 <sup>th</sup> St., #49

**IV**

R. C. No.           - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 210-16-17 by the City Clerk submitting a claim from Stuart and Lisa Cannon for alleged damages their curb stop water valve causing a water leak from the valve when a City tree cutting crew drove over the curb stop valve creating a broken valve resulting in the leak; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.2

R. O. No. 210 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Stuart and Lisa Cannon for alleged damages their curb stop water valve causing a water leak from the valve when a City tree cutting crew drove over the curb stop valve creating a broken valve resulting in the leak.

*Finact  
denys<sup>o</sup> send  
not. of Disallowance*

---

City Clerk

DATE RECEIVED 1-19-17

RECEIVED BY MD

CLAIM NO. 26-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JAN 19 '17 AM 10:32

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: STUART & LISA CANNON
2. Home address of Claimant: 1617 S. 11<sup>th</sup> Sheboygan WI
3. Home phone number: 920-960-8775
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 2/4/2014 10 AM

6. Where did damage or injury occur? (give full description) 1617 S. 11<sup>th</sup> Sheboygan, Front lawn in right of way area.

7. How did damage or injury occur? (give full description) while cutting trees in right of way, City crew drove over curb stop water valve. Causing water leak from valve.

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

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

(b) Claimant's statement of the basis of such liability: City tree cutting crew drove over curb stop water valve. Creating a broken valve resulting in water leak.

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

(a) Public property alleged to be dangerous: \_\_\_\_\_

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

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

No injuries. Water main leak resulted from City crew driving over curb stop valve.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ \_\_\_\_\_  
Property: \$ 4236  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_

6736 - total bill  
-2500 - was lead rep. project  
4236 - Net

**TOTAL** \$ 4236

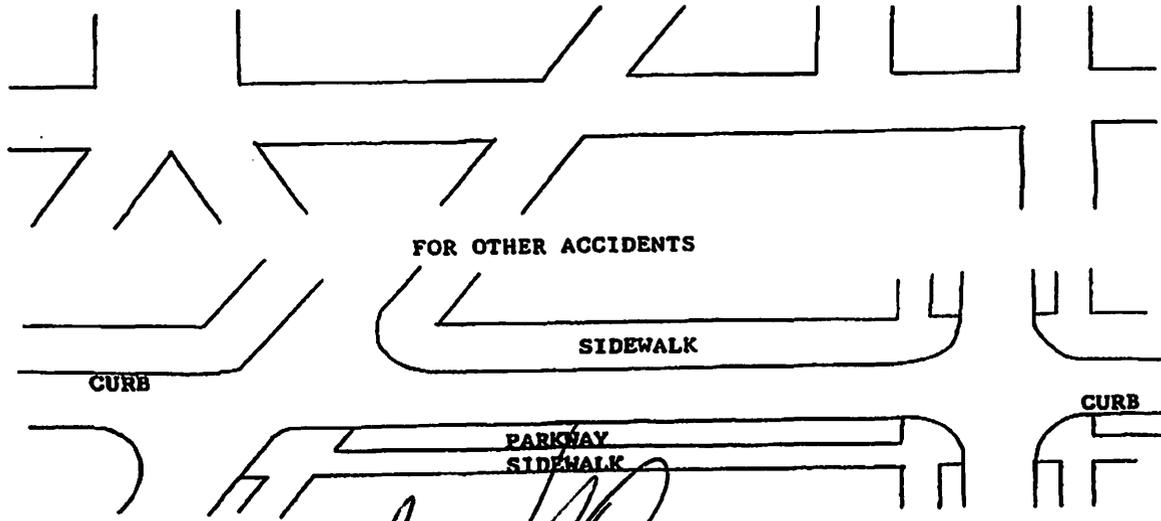
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

*Shea H. Brown*

DATE

1-12-17

DATE RECEIVED 1-19-17

RECEIVED BY MD

CLAIM NO. 2616

CLAIM

Claimant's Name:	<u>STUART CANNON</u>	Auto	\$ <u>          </u>
Claimant's Address:	<u>1617 S. 11<sup>th</sup></u>	Property	\$ <u>4236</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ <u>          </u>
Claimant's Phone No.	<u>920-960-8775</u>	Other (Specify below)	\$ <u>          </u>
		<b>TOTAL</b>	\$ <u>4236</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 4236.

SIGNED  DATE: 1-12-17

---

ADDRESS: 1617 S. 11<sup>th</sup> Sheboygan WI 53081

---

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

JAN 19 '17 04:10:32

Please find enclosed our claim for damages of the curb side water valve. I have enclosed a description and correspondances with official. We also have pictures of trucks on the lawn, and the downed tree on water valve.

Although it occurred on Feb 4. We didn't notice much leakage until June after ground was saturated. The Public Service Commission of Wis. states that I need to try and resolve this with your office before moving forward with them.

Thank you

Steve Cannon

**Lisa Cannon**

---

**From:** Ccannonboom <ccannonboom@aol.com>  
**Sent:** Thursday, January 12, 2017 2:44 PM  
**To:** Lisa Cannon  
**Subject:** Fwd: Invoice 5161 from Korff Plumbing LLC

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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

From: Ccannonboom <ccannonboom@aol.com>  
To: korffoffice <korffoffice@gmail.com>  
Sent: Tue, Dec 27, 2016 3:39 pm  
Subject: Re: Invoice 5161 from Korff Plumbing LLC

Heather,

what about the 2500.00 payment from state.  
Thanks  
Stuart Cannon

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

From: korffoffice <korffoffice@gmail.com>  
To: ccannonboom <ccannonboom@aol.com>  
Sent: Tue, Dec 27, 2016 1:33 pm  
Subject: Invoice 5161 from Korff Plumbing LLC

**Korff Plumbing LLC**

**Invoice** Due:01/26/2017  
5161

Amount Due: **\$6,736.00**

Dear Stuart Cannon:

Your invoice-5161 for 6,736.00 is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

Heather Crary  
Korff Plumbing  
920-893-8400



# Sheboygan Water Utility

BOARD OF WATER COMMISSIONERS

October 11, 2016

Stuart and Lisa Cannon  
1617 S. 11<sup>th</sup> St  
SHEBOYGAN WI 53081

Dear William

On September 19<sup>th</sup>, 2016 the Sheboygan Water Utility was called to investigate a possible leak on your water lateral at 1617 S. 11<sup>th</sup> St. Our personal determined the leak is located on your water lateral.

The curb stop and lateral pipe is owned and must be kept in repair by the property owner in accordance with Section 26-996 of the City of Sheboygan Municipal Code, and the rules of service of the Water Utility, as approved by the Wisconsin Public Service Commission. Please obtain the services of a plumber to repair this leak to stop the waste of water. Your lateral leak may cause an icing road hazard. Please repair as soon as possible.

There may be financial assistance available through the Department of City Development. Please contact Chad Pelishek, Economic Development Manager at 920-459-3383 for details.

We would appreciate your prompt attention to this matter. When you have this leak repaired, please call, or have your plumber call, our office at 920-459-3800 ex 3814 so we can update our records. If you have already notified a plumber, thank you for your cooperation.

Sincerely,

*Chad.Pelishek@shobowwi.gov*

David Warden  
Lead Service Technician  
SHEBOYGAN WATER UTILITY

p (920)-459-3459  
f (920)-459-3443  
[Joe.Kerlin@sheboyganwi.gov](mailto:Joe.Kerlin@sheboyganwi.gov)



**From:** Ccannonboom [<mailto:ccannonboom@aol.com>]  
**Sent:** Tuesday, December 20, 2016 8:27 AM  
**To:** Kerlin, Joe  
**Subject:** Re: Water Leak

thank you for the quick response. The curb stop that was driven over and crushed is less than 20 feet from tree. Plumbers are on site this week. The tree was removed on 2/4/2016. and water was detected in spring. We can meet after the holidays.

Thanks again  
Stuart Cannon

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

From: Kerlin, Joe <[joe.kerlin@sheboyganwi.gov](mailto:joe.kerlin@sheboyganwi.gov)>  
To: 'ccannonboom@aol.com' <[ccannonboom@aol.com](mailto:ccannonboom@aol.com)>  
Sent: Tue, Dec 20, 2016 7:58 am  
Subject: Water Leak

Good Morning Mr. Cannon,

I have just received your e-mail and will be the point of contact for you for the city.

This is the information I have on your tree removal at 1617 S. 11<sup>th</sup> Street:

Tree removed 1/04/16  
Stump removed 10/14/16 – Area was noted as being wet at time of stump removal  
The tree was 114' North of Broadway  
Water line is 159' North of Broadway

For this to have happened, a tree removal vehicle would have driven over your water line 45' away from the tree in the road right-of-way. I would be more than happy to meet you on site today to look at the area, otherwise it will have to wait until after January 1<sup>st</sup>. My cell phone is 920-980-2733.

I would also suggest that you can start a claim by contacting Laurie Suhrke at the City Finance Department. Her phone number is 920-459-3314.

Thank you for your concern and I look forward to resolving this issue with you,

Joe Kerlin  
Superintendent of Parks and Forestry  
920-459-3459

Dear sir,

Earlier this past spring, the street department was cutting down my trees next to the road. While doing so, the crew drove over the top of my curb side box. The box was destroyed and the pipe was shattered. after the frost was out, we noticed a leak coming from the buffalo box. I have contacted the water department and have been trying to get this resolved for some time. I just didn't know who to call. I was informed by a plumber today, that said an estimate of 10 - 15 thousand could be expected. I had nothing to do with this leak as I have pictures of the crew doing it again when they came to grind stumps and back fill hole. I will gladly work with you to get this resolved and was informed by the Wisconsin Public Service Commission web site, that contacting your department was the first step.

Thank you

Stuart Cannon  
1617 s. 11th st  
sheboygan wi

Joe Kerlin  
Superintendent of Parks & Forestry  
City of Sheboygan~Dept. of Public Works  
2026 New Jersey Ave.  
p (920)-459-3459  
f (920)-459-3443  
[Joe.Kerlin@sheboyganwi.gov](mailto:Joe.Kerlin@sheboyganwi.gov)



---

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

**Lisa Cannon**

---

**To:** Ccannonboom  
**Subject:** RE: Service Leak

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

From: Ccannonboom <[ccannonboom@aol.com](mailto:ccannonboom@aol.com)>  
To: davidwarden <[davidwarden@sheboyganwater.org](mailto:davidwarden@sheboyganwater.org)>  
Sent: Tue, Dec 6, 2016 6:08 am  
Subject: Re: Service Leak

David

I contacted Cory Korff last Friday and expect to hear from him this week. When I talk to him and get an action plan, I will let you know. Hopefully, I will be able to give you an update by Friday.

Thanks  
Stuart Cannon

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

From: David Warden <[davidwarden@sheboyganwater.org](mailto:davidwarden@sheboyganwater.org)>  
To: ccannonboom <[ccannonboom@aol.com](mailto:ccannonboom@aol.com)>  
Sent: Wed, Nov 23, 2016 3:42 pm  
Subject: Service Leak

Stuart,

It seems as though most plumbers in the area are very busy and have been for some time. I recently had contact with a plumber that I recommend you call. He is Cory, from Cory Korff Plumbing. His number is 920-627-3650. For information about the Lead Water Service Replacement Program you can visit [www.sheboyganwater.org](http://www.sheboyganwater.org) and go to the water quality tab. In the drop-down you will find info about the program. Please contact me early next week with any questions you might have and what you and Cory were able to work out.

Have a great weekend!

please forward to David Warden,

I have contacted and left messages with Aldag, Neumann, Schnell and Portside. None of who are moving very quickly. I auctioneer during the day but check emails every evening. I need to know about steps to apply for DNR grant, the financial assistance program through city and what are steps if the plumber finds that the leak is on street side, as we expect. With the lack of funds to do this project, I am trying to come up with a solution. As stated before, the street department ran over the curb side box while cutting trees. I do plan on filing a claim, but still would like this done. Thanks Stuart

David Warden

**IV**

R. C. No.          - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 211-16-17 by the City Clerk submitting a claim from Morgan Lee Hilbelink for alleged damages to her vehicle when she hit several unmarked potholes in the northbound lane of Taylor Dr.; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.3

R. O. No. 211 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Morgan Lee Hilbelink for alleged damages to her vehicle when she hit several unmarked potholes in the northbound lane of Taylor Dr. in front of Acuity.

*Finance*  
*denys & send.*  
*Not. of Disallowance*

---

City Clerk

DATE RECEIVED

1/23/17

RECEIVED BY

ARP

CLAIM NO.

28-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JAN 23 '17 PM 3:29

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: Morgan Lee Hilbelink
- 2. Home address of Claimant: W4341 DEKKER Rd, WALDO WI 53093
- 3. Home phone number: 920-447-2301
- 4. Business address and phone number of Claimant: N/A
- 5. When did damage or injury occur? (date, time of day) Saturday, January 21 3:00 pm
- 6. Where did damage or injury occur? (give full description) The northbound lane of Taylor Dr, right in front of Acvity
- 7. How did damage or injury occur? (give full description) I was driving the appropriate speed (foggy conditions) when I hit several large unmarked potholes on the road. My front passenger tire immediately popped and was not able to be patched (shredded)
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: several LARGE unmarked potholes in the northbound lane of Taylor Dr. near Acvity
  - (b) Claimant's statement of basis for such liability: the potholes were large enough to pop a new, week old tire and could be harmful to cyclists

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").

Brand new, week old front passenger tire shredded due to the unmarked pothole

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

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

Auto: \$ 109.06

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 109.06

Damaged vehicle (if applicable) TIRE ONLY

Make: N/A Model: N/A Year: N/A Mileage: N/A

mazda

mazda 3

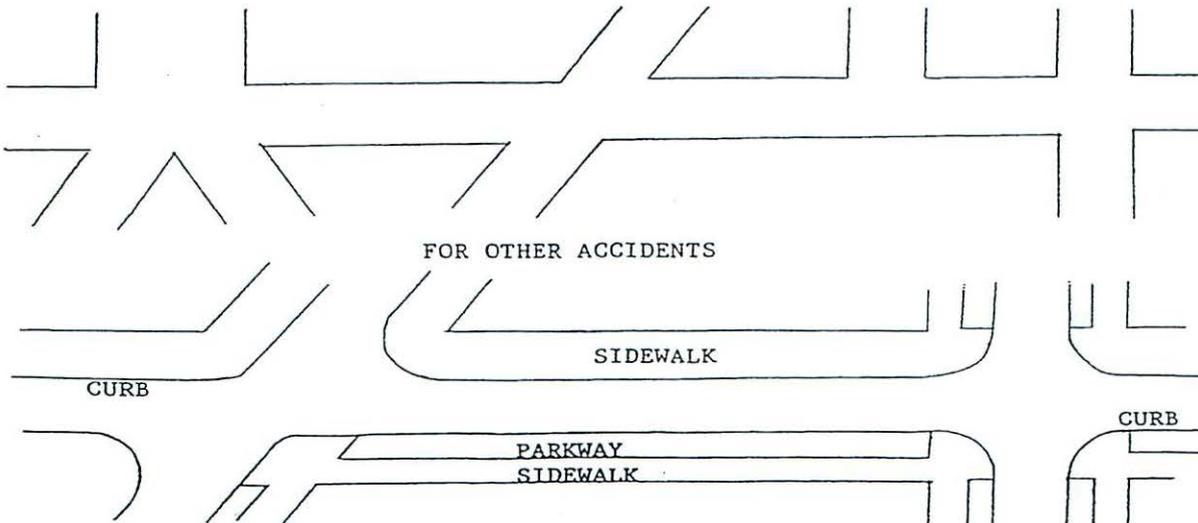
2007

113,000

Names and addresses of witnesses, doctors and hospitals: N/A

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

Morgan Hillbelik

DATE

1/23/17

DATE RECEIVED 1/23/17

RECEIVED BY ckl

CLAIM NO. 28.17

CLAIM

Claimant's Name: Morgan Lee Hilbelink

Auto \$ 109.06

Claimant's Address: W4341 Dekker Rd

Property \$ \_\_\_\_\_

Waldo, WI 53093

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920-447-2301

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 109.06

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 109.06.

SIGNED Morgan Hilbelink

DATE: 1/23/17

ADDRESS: \_\_\_\_\_

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

Customer Invoice  
159885  
01/23/2017

**FIRESTONE COMPLETE AUTO CARE  
SHEBOYGAN  
3347 KOHLER MEMORIAL DR STE 46  
SHEBOYGAN, WI. 53081-8305**

Service Advisor:  
01 JAMES  
920.458.0375

HILBELINK, KENNETH  
W4341 DEKKER RD  
WALDO, WI 53093-1706  
920.447.2109

Lic #: Vin #:  
In: 01/22/17 12:02PM Mileage: 0  
Out: 01/23/17 1:05PM

Store # 021148

**RETAIL SALE**

Description	Rev Hist	Article # ID	Qty	Unit Price	Extended Price	Job Total
<b>FUZION TIRE PACKAGE</b>		01				<b>102.48</b>
000624 FUZION TOURING BL 205/50R17 XL93V 40,000		000624 36TN	1	82.99	82.99	
Mile Limited Warranty DOT# 80EHPT453516						
NEW TIRE WHEEL BALANCE LABOR		7013632 36TS	1	14.99	14.99	
RUBBER VALVE STEM		7015040 36TN	1	2.00	2.00	
SCRAP TIRE RECYCLING FEE		7075078 36TN	1	2.50	2.50	
LOW PROFILE TIRE INSTALLATION		7006472 36TS	1	N/C	N/C	

**Technician(s):**

36 SHANNAN

**Payment History:**

CFNA	7039	109.06	09094
Total Tendered		109.06	

**Summary:**

Parts	84.99
Labor	17.49
Shop Supplies	0.90
<b>Sub-Total</b>	<b>103.38</b>
Tax (5.50%)	5.68
<b>Total</b>	<b>\$109.06</b>

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Customer Signature

Initial here to indicate you have received the Tire Warranty Maintenance and Safety Manual

**All parts are new unless otherwise specified.**

Motor Vehicle repair practices are regulated by chapter ATCP132, Wis. Adm. Code, administered by the bureau of consumer protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

**HOW ARE WE DOING?**  
Tell us about your experience today!  
Complete a 4-minute survey for a chance to win \$500 in store services  
Visit [www.FirestoneSurvey.com](http://www.FirestoneSurvey.com) within 4 days and enter Code 021148-159885

"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"



[www.FirestoneCompleteAutoCare.com](http://www.FirestoneCompleteAutoCare.com)

WI FCAC 7008527 - 48110866 Rev. 11/11

See reverse side for Warranty Information

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. March 6, 2017.

Your Committee to whom was referred R. O. No. 219-16-17 by the City Clerk submitting a communication from Charlie Klima requesting the opportunity to speak to the committee responsible for the policy concerning the cost of sidewalk repair after tree root problems; recommends that the document be placed on file.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

7.6

R. O. No. 219 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a communication from Charlie Klima requesting the opportunity to speak to the committee responsible for the policy concerning the cost of sidewalk repair after tree root problems.

Pub. Wks.  
File

---

City Clerk

11

JAN 30 '17 AM 11:27

Jan 30 2017

To/ City Clerk  
Sue Richards

If possible, please schedule me  
some time to talk to whichever  
committee is responsible for  
the policy concerning the  
cost of sidewalk repair  
after tree root problems

Thank You

Charlie Klima

Charles Klima  
1405 Parkwood Blvd  
Sheboygan WI 53081

Home 458-3143 Cell 919-9966

Jan 30 5 017

To/ CAY Clark  
Two Richards

If possible please schedule me  
some time to talk to which ever  
committee is responsible for  
the policy concerning the  
cost of sidewalk repair  
after tree root problems

Thank you

Charles Klime

Charles Klime  
1402 Parkwood Blvd  
Birmingham AL 35221

Home 858-3573 Cell 311-0119

**VI**

R. C. No.            - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 222-16-17 by the City Clerk submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 222 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car.

~~Finance~~  
deny & send  
Not of Disallowance

\_\_\_\_\_  
City Clerk

105

III

133

DATE RECEIVED 2/3/17

RECEIVED BY ikl

CLAIM NO. 30-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 3 '17 PM 12:21

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: Brittany A. Bremer
2. Home address of Claimant: 721 Zimbal Ave Sheboygan, WI 53081
3. Home phone number: (920) 627-7335
4. Business address and phone number of Claimant: 2135 S. Business dr, Sheboygan, WI 53081
5. When did damage or injury occur? (date, time of day) 1/31/17 approx 3:00 am
6. Where did damage or injury occur? (give full description) car was parked on the south side of the residence facing east.
7. How did damage or injury occur? (give full description) Plow came through. Hit man hole cover and it went flying into my vehicle.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

damage to rear driver bumper, quarter panel, rocker, + wheel.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ ~ 3000

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ will need rental during repair

TOTAL \$ ~ 3000

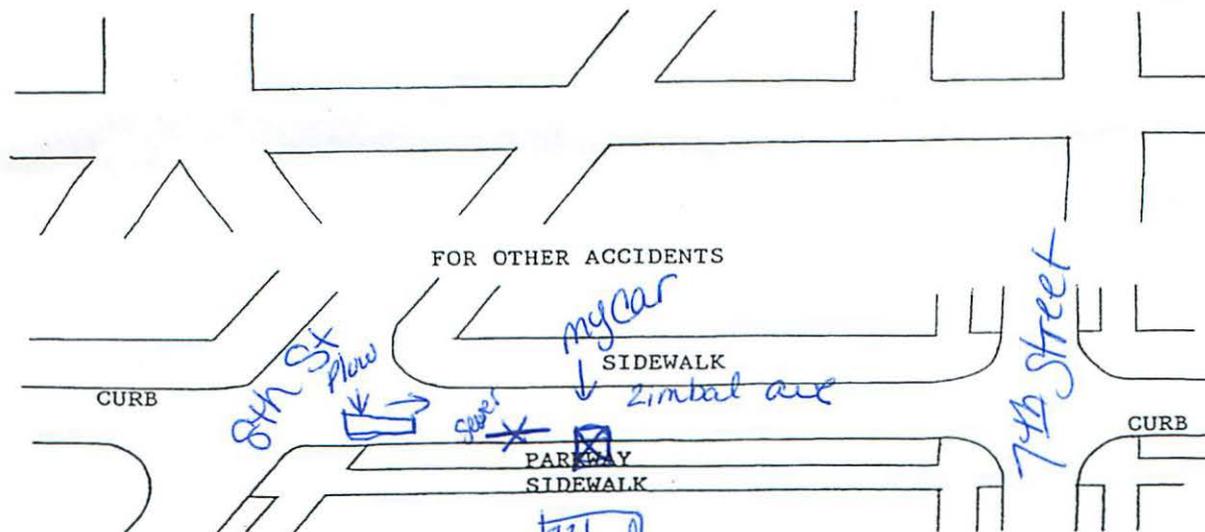
Damaged vehicle (if applicable)

Make: ~~20~~ Nissan Model: Sentra Sr Year: 2013 Mileage: 54,354

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

Brittany Bromer

DATE

2/2/17

DATE RECEIVED 2/2/17

RECEIVED BY ckl

CLAIM NO. 30-16

CLAIM

Claimant's Name: Brittany A. Bremer  
Claimant's Address: 721 Zimbal Ave  
Sheboygan, WI 53081  
Claimant's Phone No (920) 627-7335

Auto \$ ~3000  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ car rental  
**TOTAL** \$ ~3000

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 \$ ~3000.

SIGNED Brittany Bremer DATE: 2/2/17  
ADDRESS: 721 Zimbal Ave Sheboygan WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

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

**\*\*\* PRELIMINARY ESTIMATE \*\*\***

02/02/2017 12:11 PM

**Owner**

**Owner:** BRITTANY BREMER  
**Address:** 721 ZIMBAL AVE  
**City State Zip:** Sheboygan, WI 53081  
**Work/Day:** (920)627-7335  
**FAX:**

**Inspection**

**Inspection Date:** 02/02/2017 12:12 PM  
**Primary Impact:** Left Rear Side  
**Inspection Type:**  
**Secondary Impact:**

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

**Repairer**

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

**Target Complete Date/Time:** **Days To Repair: 9**

**Remarks**

ESTIMATE OPEN FOR HIDDEN DAMAGES:  
 ORIGINAL / INITIAL ESTIMATE:

**Vehicle**

2013 Nissan Sentra SR 4 DR Sedan  
 4cyl Gasoline 1.8  
 Continuously Variable Tr

<b>Lic.Plate:</b> 952WLA	<b>Lic State:</b> WI
<b>Lic Expire:</b>	<b>VIN:</b> 3N1AB7AP1DL706862
<b>Prod Date:</b>	<b>Mileage:</b> 54,354
<b>Veh Insp# :</b>	<b>Mileage Type:</b> Actual
<b>Condition:</b>	<b>Code:</b> Z1784F
<b>Ext. Color:</b> LIQUID PLATINUM MET	<b>Int. Color:</b> Charcoal
<b>Ext. Refinish:</b> Two-Stage	<b>Int. Refinish:</b> Two-Stage
<b>Ext. Paint Code:</b> K23	<b>Int. Trim Code:</b> G

**Options - AudaVIN Information Received**

<b>1st Row LCD Monitor(s)</b>	2nd Row Head Airbags	AM/FM CD Player
Air Conditioning	Alarm System	Aluminum/Alloy Wheels
<b>Amplifier</b>	Anti-Lock Brakes	<b>Auto Headlamp Control</b>
<b>Automatic Dimming Mirror</b>	Auxiliary Audio Input	<b>Bose Sound System</b>
Bucket Seats	<b>Cargo/Trunk Mat</b>	<b>Cargo/Trunk Net</b>
Center Console	Chrome Trim	Compact Spare Tire
Cruise Control	Digital Clock	Dual Airbags
<b>Electronic Compass</b>	<b>Floor Mats</b>	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
<b>IPOD Control</b>	<b>Illuminated Visor Mirror</b>	Intermittent Wipers
<b>Keyless Access System</b>	Keyless Entry System	<b>Keyless Ignition System</b>
LED Brakelights	<b>Leather Shift Knob</b>	<b>Leather Steering Wheel</b>
Lighted Entry System	Limited Slip Differential	MP3 Decoder
<b>Navigation System</b>	Power Brakes	Power Door Locks
Power Mirrors	<b>Power Moonroof</b>	Power Steering
Power Windows	Pwr Accessory Outlet(s)	Rear Spoiler
<b>Rear View Camera</b>	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	<b>Sirius Satellite Radio</b>	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	<b>Touch Screen Display</b>	Traction Control System
Trip Computer	<b>USB Audio Input(s)</b>	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

**AudaVIN options are listed in bold-italic fonts**

Damages										
Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Stripes And Mouldings</b>										
1	E	371		Deflector,Rocker Panel LT	768513RM0E	\$238.08			0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish				1.4	RF
					1.2 Surface					
					0.2 Two-stage					
<b>Wheels</b>										
3	UC	948	46	Wheel,Rear LT >> KEYSTONE	Replace Reconditioned	\$189.00*			0.0*	SM
<b>Rear Doors</b>										
4	BR	289	13	Pnl,Rear Door Outer LT	Blend Refinish				2.0	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	RI	334		Mldg,Rear Door Belt LT	R & I Assembly				0.2	SM
6	RI	305		Handle,RR Door Outer LT	R & I Assembly				1.0	SM
<b>Quarter And Rocker Panel</b>										
7	BR	432		Panel,Bodyside Otr Upr LT	Blend Refinish				1.0	RF
					0.7 Blend					
					0.3 Two-stage					
8	I	389		Panel,Quarter LT	Repair				8.0*	SM
9	L	389		Panel,Quarter LT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
10	E	472	01	Tape,Quarter Lower LT >> ROCKER MOLDING CHIP TAPE	788173BA0A	\$27.65			0.2	SM
11	L	395		Pillar,Body Lock LT	Refinish				1.2	RF
					1.0 Surface					
					0.2 Two-stage					

12	SB	502	Glass,Quarter Vent T LT >> LAKESHORE AUTO GLASS	Sublet Repair	\$70.00*	+25.00	SM
13	SB	467	Sealant Kit,Qtr Glass LT	Sublet Repair	\$15.00*		SM

**Inner Quarter & Panels**

14	I	401	07 Pnl,Wheelhouse Outer LT	Repair			1.0*	SM
15	L	401	Pnl,Wheelhouse Outer LT	Refinish			1.1	RF
				0.9 Surface				
				0.2 Two-stage				

**Rear Bumper**

16	N	569	RR Bumper Cvr Overhaul	Additional Labor			1.8	SM
17	I	566	Cover,Rear Bumper	Repair			2.0*	SM
18	L	566	Cover,Rear Bumper	Refinish			3.2	RF
				2.7 Surface				
				0.5 Two-stage				

**Rear Body, Lamps And Floor Pan**

19	RI	533	Taillamp Assembly,Otr LT	R & I Assembly			INC	SM
----	----	-----	--------------------------	----------------	--	--	-----	----

**Manual Entries**

20	L		Cover Car Exterior	Refinish	\$5.00*			SM
21	SB		Hazardous Waste	Sublet Repair	\$5.00*			RF*
22	L		Corrosion.Protection	Refinish	\$10.00*		0.2*	SM
23	SB		Wheel Balance	Sublet Repair	\$15.00*			SM
			>> LR					
24	L		Flex Additive	Refinish	\$6.00*			SM
25	SB		4Wheel Alignment	Sublet Repair	\$69.95*			SM
25	Items							

**MC Message**

01	CALL DEALER FOR EXACT PART # / PRICE
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

**Estimate Total & Entries**

Gross Parts		\$265.73	
Other Parts		\$210.00	
Paint & Materials	12.5 Hours @ \$38.00	\$475.00	
<b>Parts &amp; Material Total</b>			\$950.73
Tax on Parts & Material	@ 5.500%		\$52.29

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.4	12.8	15.2	\$881.60
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	12.5		12.5	\$725.00

<b>Labor Total</b>			27.7 Hours	\$1,606.60
Tax on Labor	@ 5.500%			\$88.36
Sublet Repairs				\$192.45
Tax on Sublet	@ 5.500%			\$10.58
<b>Gross Total</b>				<b>\$2,901.01</b>
<b>Net Total</b>				<b>\$2,901.01</b>

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 53081 Default  
Recycled Parts NOT REQUESTED  
Rate Name Default

Audatex Estimating 8.0.035 ES 02/02/2017 12:26 PM REL 8.0.035 DT 12/01/2016 DB 02/01/2017  
© 2017 Audatex North America, Inc.

**2.9 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/Rebld
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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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 \*\*\*

02/01/2017 11:09 AM

Owner

Owner: Brittany Bremer  
Address: 721 Zimbal Ave  
City State Zip: Sheboygan, WI 53081  
Email: fitbritt87@gmail.com

Cell: (920)627-7335  
FAX:

Inspection

Inspection Date: 02/01/2017 02:07 PM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Primary Impact: Left Rear Side  
Driveable: Yes

Inspection Type: Drive In  
Contact: Phil Black  
Work/Day: (920)457-5494x  
FAX: (920)457-6495x  
Secondary Impact:  
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081

Contact: Phil Black  
Work/Day: (920)457-5494  
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 4\*

Remarks

\*\*\* Original Estimate \*\*\*

Vehicle

2013 Nissan Sentra SR 4 DR Sedan  
4cyl Gasoline 1.8  
Continuously Variable Tr

Lic.Plate: 952-WLA  
Lic Expire:  
Prod Date: 03/2013  
Veh Insp# :  
Condition:  
Ext. Color: LIQUID PLATINUM MET  
Ext. Refinish: Two-Stage  
Ext. Paint Code: K23

Lic State: WI  
VIN: 3N1AB7AP1DL706862  
Mileage: 54,333  
Mileage Type: Actual  
Code: Z1784F  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

Options

2nd Row Head Airbags  
Alarm System

AM/FM CD Player  
Aluminum/Alloy Wheels

Air Conditioning  
Anti-Lock Brakes

Auxiliary Audio Input	Bucket Seats	Center Console
Chrome Trim	Compact Spare Tire	Cruise Control
Digital Clock	Dual Airbags	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
Intermittent Wipers	Keyless Entry System	LED Brakelights
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Pwr Accessory Outlet(s)
Rear Spoiler	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Stripes And Mouldings</b>										
1	E	371		Deflector,Rocker Panel LT	768513RM0E	\$238.08			0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish				1.4	RF
					1.2 Surface					
					0.2 Two-stage					
3	E	1087		Clip,Rocker Panel Mldg LT	0155309611	\$30.75*				SM
4	E	409		Mldg,Qtr Whl Opening LT	938833SH2A	\$9.69			0.2	SM
<b>Wheels</b>										
5	UC	991		Wheel,Front LT	Replace Reconditioned	\$189.00*			0.4	SM
				>> >>Keystone {17" dark siver 10 }Spoke						
<b>Front Suspension</b>										
6	N	970		Susp Align,4 Wheel	Additional Labor				1.5*	SM*
<b>Rear Doors</b>										
7	BR	289		Pnl,Rear Door Outer LT	Blend Refinish				1.2	RF
					0.8 Blend					
					0.4 Two-stage					
8	RI	334		Mldg,Rear Door Belt LT	R & I Assembly				0.2	SM
9	RI	307		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
10	RI	305		Handle,RR Door Outer LT	R & I Assembly				1.0	SM
<b>Quarter And Rocker Panel</b>										
11	RI	366		Mldg,Bodyside Panel LT	R & I Assembly				0.3	SM
12	BR	199	13	Panel,Rocker LT	Blend Refinish				1.8	RF
					0.8 Blend					
					0.6 Two-stage setup					
					0.4 Two-stage					
13	I	389		Panel,Quarter LT	Repair				7.5*	SM
14	L	389		Panel,Quarter LT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
15	E	472	01	Tape,Quarter Lower LT	788173BA0A	\$27.65			0.2	SM
16	L	395		Pillar,Body Lock LT	Refinish				1.2	RF
					1.0 Surface					
					0.2 Two-stage					
17	SB	502		Glass,Quarter Vent T LT	Sublet Repair	\$87.50*				SM
				>> >>R & I AND Seal Kit						

**Rear Bumper**

18	N	569	RR Bumper Cvr Overhaul	Additional Labor		1.8	SM
19	I	566	Cover,Rear Bumper	Repair		1.0*	SM
20	L	566	Cover,Rear Bumper	Refinish		3.2	RF
				2.7 Surface			
				0.5 Two-stage			

**Rear Body. Lamps And Floor Pan**

21	RI	533	Taillamp Assembly,Otr LT	R & I Assembly		INC	SM
----	----	-----	--------------------------	----------------	--	-----	----

**Manual Entries**

22	L	M14	Corrosion Protection	Refinish		0.2*	RF
23	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
			Quantity of 1 @ \$5.00* each				
24	EC		Flex Additive	Replace Economy	\$6.50*		RF
			Quantity of 1 @ \$6.50* each				
25	N		De-Nib and polish	Additional Labor			SM*
26	N		Hazad, waste	Additional Labor	\$5.00*		SM
26	Items						

**MC Message**

01 CALL DEALER FOR EXACT PART # / PRICE  
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts		\$306.17
Other Parts		\$205.50
Paint & Materials	11.6 Hours @ \$38.00	\$440.80
Parts & Material Total		\$952.47
Tax on Parts & Material	@ 5.500%	\$52.39

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	3.3	11.8	15.1	\$875.80
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	11.6		11.6	\$672.80
<b>Labor Total</b>				26.7 Hours	\$1,548.60
Tax on Labor		@ 5.500%			\$85.17
Sublet Repairs					\$87.50
Tax on Sublet		@ 5.500%			\$4.81
<b>Gross Total</b>					<b>\$2,730.94</b>
<b>Net Total</b>					<b>\$2,730.94</b>

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

Audatex Estimating 8.0.134 ES 02/01/2017 02:22 PM REL 8.0.134 DT 01/01/2017 DB 01/15/2017  
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**2.7 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 SUBJECT 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/RebIt
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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# VII

R. C. No.     - 16 - 17. By LAW AND LICENSING. March 6, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 230-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends the following license be approved with various caveats:

CLASS "A" FERMENTED MALT LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3243	Sheboygan Harbor Petro	905 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

*Consent*

<u>No.</u>	<u>Name</u>	<u>Address</u>
7996	Bebermeier, Erin B.	2513 Wedemeyer St.
0520	Finstad, Kyle S.	1105 Stonebridge Dr., Howards Grove
0118	Hauch, Gary M.	1106 Longfellow Ave., Howards Grove
1105	Magray, Tiffany A.	2338 N. 15 <sup>th</sup> St.
*1138	Martin, Michael J.	N7046 Woodside Hills Dr.

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

9928	Meinnert, Nathan J.	4521 Moenning Rd.
*1020	Myer, Kolleen M.	3431 N. 10 <sup>th</sup> St., #332

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

1079	Polasky, Anna M.	606 St. Clair Ave.
1052	Prust, Carly J.	2711 Columbus Ave.
*1046	Ryan, Ashley A.	1704 Saemann Ave.

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

0510	Sharma, Shobha	916 Mulberry Lane, Kohler
*1051	Torres, Sarah M.	N7772 Lakeshore Rd.

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

1086	Wensch, Cody J.	912 Delta Ct., Cleveland
------	-----------------	--------------------------

IV

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0987	Ries, Johnathan David	421 New York Ave.
9044	Ringel, Tammy L.	1511 N. 8 <sup>th</sup> St.
9876	Van Sluys, Darrell L.	15 Elmwood Dr.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. March 6, 2017.

Your Committee to whom was referred Res. No. 201-16-17 by Alderperson Belanger authorizing entering into a contract for the 2017 Concrete Sidewalk Replacement Program; recommends that the Resolution be passed.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

1111

III

4.8

Res. No. 201 - 16 - 17. By Alderperson Belanger. February 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the 2017 Concrete Sidewalk Replacement Program.

WHEREAS: On an annual basis the Sheboygan Department of Public Works contracts for the replacement of broken concrete sidewalks within the City based upon need. For 2017 approximately 9,000 square feet of sidewalks have been identified as being in need of replacement.

WHEREAS: Two bids were received in response to bid # 2405-17. The low bid has been determined to meet all of the specifications.

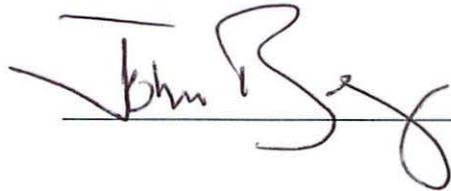
WHEREAS: The bids are tabulated as follows:

Forward Contractors, Grafton, WI	\$76,250.00
Marvin Gleason Contractors, Inc., Franksville, WI	\$91,985.00

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Forward Contractors of Grafton for the 2017 Concrete Sidewalk Replacement Program and are authorized to draw funds from the following accounts:

40033140-631300      \$76,250.00  
In payment of same.

*Sub Wks.  
a*

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution authorizing the appropriate City Officials to enter into an agreement between the City of Sheboygan and Forward Contractors for construction of the 2017 Concrete Sidewalk Replacement Program

---

**REPORT PREPARED BY:** Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

---

**REPORT DATE:** February 15, 2017

**MEETING DATE:** February 21, 2017

---

**FISCAL SUMMARY:**

Budget Line Item: 40033140-631300  
\$76,250.00  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

---

**BACKGROUND / ANALYSIS:**

On an annual basis the Sheboygan Department of Public Works contracts for the replacement of broken concrete sidewalks within the City based upon need. For 2017 approximately 9,000 square feet of sidewalks have been identified as being in need of replacement.

**STAFF COMMENTS:**

Recommend approval of resolution.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve a resolution to execute an agreement between the City of Sheboygan and Forward Contractors.

**ATTACHMENTS:**

- I. Summary of Bids Received.

2017 Sidewalk Program (#4797583)  
 Owner: Sheboygan, City of  
 Solicitor: Sheboygan, City of  
 02/14/2017 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Forward Contractors			Marvin Gleason Contractor, In Klunck Masonry LLC			
					Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sidewalk							\$76,250.00		\$91,985.00		\$0.00
	1	2017-1	Remove Concrete Sidewalk and Approaches	SF	9000	\$2.00	\$18,000.00	\$1.65	\$14,850.00		
	2	2017-2	Remove Concrete Aprons	SF	100	\$2.00	\$200.00	\$1.75	\$175.00		
	3	2017-3	Remove Curb & Gutter	LF	150	\$7.00	\$1,050.00	\$15.00	\$2,250.00		
	4	2017-4	Remove Integral Sidewalk/Curb	SF	200	\$2.00	\$400.00	\$2.50	\$500.00		
	5	2017-5	Excessive Cut	CY	50	\$25.00	\$1,250.00	\$20.00	\$1,000.00		
	6	2017-6	Excessive Fill/Gravel	Cy	50	\$25.00	\$1,250.00	\$20.00	\$1,000.00		
	7	2017-7	Concrete Sidewalk 4-inch	SF	9000	\$4.50	\$40,500.00	\$5.95	\$53,550.00		
	8	2017-8	Concrete Sidewalk 6-inch	SF	500	\$4.50	\$2,250.00	\$6.65	\$3,325.00		
	9	2017-9	Concrete Apron 7-inch	SF	100	\$6.00	\$600.00	\$7.00	\$700.00		
	10	2017-10	Concrete Curb and Gutter 30-inch	LF	150	\$35.00	\$5,250.00	\$39.50	\$5,925.00		
	11	2017-11	Concrete Curb 6-inch	LF	50	\$15.00	\$750.00	\$39.50	\$1,975.00		
	12	2017-12	Integral Sidewalk & Curb	SF	200	\$8.00	\$1,600.00	\$10.00	\$2,000.00		
	13	2017-13	Concrete Sawing	LF	250	\$4.00	\$1,000.00	\$3.00	\$750.00		
	14	2017-14	Grading For New Sidewalk	SF	500	\$1.00	\$500.00	\$1.65	\$825.00		
	15	2017-15	4-inch Topsoil, Seed & Fertilizer	SY	60	\$10.00	\$600.00	\$16.00	\$960.00		
	16	2017-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200	\$5.00	\$1,000.00	\$7.00	\$1,400.00		
	17	2017-17	Curb Ramp Detectable Warning Field	EA	10	\$5.00	\$50.00	\$80.00	\$800.00		
<b>Base Bid Total:</b>							\$76,250.00		\$91,985.00		\$0.00

VIII

R. C. No.           - 16 - 17          . By PUBLIC WORKS. March 6, 2017.

Your Committee to whom was referred Res. No. 202-16-17 by Alderperson Belanger authorizing entering into contract for the purchase of a Bobcat Toolcat and Spreader attachment for the Public Works Department; recommends that the Resolution be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

III

4.9

Res. No. 202 - 16 - 17. By Alderperson Belanger. February 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Bobcat Toolcat and Spreader attachment for the Public Works Department

WHEREAS: The Public Works Department has included in the 2017 budget a Bobcat Toolcat with spreader attachment. The unit will be used primarily by the Parks Department for various maintenance throughout the year.

WHEREAS: The vehicle can utilize any number of attachments already owned by the Public Works Department.

WHEREAS: This manufacturer distributes its equipment exclusively through territorial dealers and offers a generous discount program for municipalities.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller Implement Inc. of St. Nazianz WI for the purchase of a 2017 Bobcat Toolcat and Salt Spreader in the amount of \$51,006.80 including freight and delivery.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 70136100-641200 in payment of same.

*Pub. Works  
approve*

*John By*

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.          - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred Res. No. 206-16-17 (DIRECT REFERRAL) by Alderperson Wolf authorizing an application to Sheboygan County Stewardship Program for an ADA canoe/kayak launch facility at Kiwanis Park; recommends that the Resolution be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

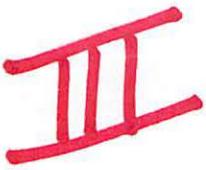
Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV



**DIRECT REFERRAL**

Res. No. 206-16 - 17. By Alderperson Wolf. February 27, 2017.

A RESOLUTION authorizing an application to Sheboygan County Stewardship Program for an ADA canoe/kayak launch facility at Kiwanis Park.

WHEREAS, the City of Sheboygan hereby requests assistance for the purpose of completing this design and construction project;

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan has applied to the Wisconsin Coastal Management Program for matching funds to this grant request sufficient to complete the project, and hereby authorizes the Mayor and City Clerk to act on behalf of the City of Sheboygan to:

- Submit an application to the Sheboygan County Stewardship Program for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with program requirements, may perform force account work; will maintain the completed project in an attractive, inviting and safe manner.

*Finance approve*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

GRANT INFORMATION FORM

Department City Development DATE Feb. 22, 2017

Grantor Agency Sheboygan County

Federal  State  Other Local

Grant Name Stewardship Program

Grant Number N/A Grant Amount \$ 28,436 Matching Funds \$ 28,436

Program & Number 2017 Applic. Federal CFDA # N/A

Matching Funds available in account number WI Coastal Management Program

Purpose of the Grant

Purchase & installation of a ADA Launch ramp at Kiwanis Park & related improvements to make entire ~~to~~ area around launch ramp ADA accessible.

Person preparing grant proposal Chad Peliskuh (Signature)

Department Head approving grant proposal Chad Peliskuh (Signature)

Council Document Number approving grant submission \_\_\_\_\_ Please Attach

City Development

Stoughton County

Local

Stoughton County

VIII

R. C. No.          - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred Res. No. 206-16-17 (DIRECT REFERRAL) by Alderperson Wolf authorizing an application to Sheboygan County Stewardship Program for an ADA canoe/kayak launch facility at Kiwanis Park; recommends that the Resolution be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

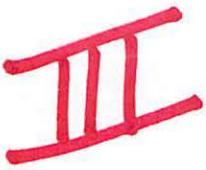
Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV



**DIRECT REFERRAL**

Res. No. 206-16 - 17. By Alderperson Wolf. February 27, 2017.

A RESOLUTION authorizing an application to Sheboygan County Stewardship Program for an ADA canoe/kayak launch facility at Kiwanis Park.

WHEREAS, the City of Sheboygan hereby requests assistance for the purpose of completing this design and construction project;

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan has applied to the Wisconsin Coastal Management Program for matching funds to this grant request sufficient to complete the project, and hereby authorizes the Mayor and City Clerk to act on behalf of the City of Sheboygan to:

- Submit an application to the Sheboygan County Stewardship Program for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with program requirements, may perform force account work; will maintain the completed project in an attractive, inviting and safe manner.

*Finance approve*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

GRANT INFORMATION FORM

Department City Development DATE Feb. 22, 2017

Grantor Agency Sheboygan County

Federal  State  Other Local

Grant Name Stewardship Program

Grant Number N/A Grant Amount \$ 28,436 Matching Funds \$ 28,436

Program & Number 2017 Applic. Federal CFDA # N/A

Matching Funds available in account number WI Coastal Management Program

Purpose of the Grant

Purchase & installation of a ADA Launch ramp at Kiwanis Park & related improvements to make entire ~~to~~ area around launch ramp ADA accessible.

Person preparing grant proposal Chad Peliskuh (Signature)

Department Head approving grant proposal Chad Peliskuh (Signature)

Council Document Number approving grant submission \_\_\_\_\_ Please Attach

City Development

Stoughton County

Local

Stoughton County Program

1974

1975

Stoughton County Program

Installation of ADA launch

Board of Directors for a related organization

to make sure ADA launch

is successful.

Chairman

Secretary

III

R. O. No.       - 16 - 17. By TRANSIT COMMISSION. March 6, 2017.

Your Commission who met and discussed Res. No. 191-16-17 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the provision and performance of a parking study for downtown Sheboygan; recommends that the Resolution be passed.

reg.

\_\_\_\_\_  
Transit Commission

III

Other Matters

7.5

Res. No. 191 - 16 - 17. By Alderperson Wolf. February 6, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the provision and performance of a parking study for downtown Sheboygan.

WHEREAS: The Sheboygan Parking & Transit Commission, Department of City Development and the Business Improvement District known as Sheboygan Squared are in agreement that a comprehensive study of parking, with a focus on the downtown business district is necessary in order to assure responsiveness to downtown business owners as well as to facilitate long term planning for the downtown and;

WHEREAS: The Purchasing Agent issued a Request for Proposals for professional consulting from several firms engaged in the provision of such services on a regular basis. The City of Sheboygan received two responses and following a review of the proposals by a cross-functional team, is prepared to recommend the proposal submitted by Carl Walker, Inc. of Lombard IL for award, and;

WHEREAS: The Downtown Business Improvement District has expressed an interest in the study and has pledged financial support in the amount of \$ 3,600.00 to offset the cost of the study to the City.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Carl Walker Inc. of Lombard IL for the parking study in the amount of \$ 42,000.00 less the \$3,600.00 pledge by Sheboygan Squared, for a net City of Sheboygan investment of \$ 38,400.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$42,000.00 on Account # 42661100-521900 in payment of same.

*Transit approve*

*Melanne Newell*

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

R. O. No.        - 16 - 17.      By CITY CLERK.    March 6, 2017.

Submitting a petition for direct annexation by unanimous approval for property located in the Town of Sheboygan at 3009 N. 15<sup>th</sup> St.

*City Plan  
&  
Finance*

\_\_\_\_\_  
City Clerk

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

The undersigned, constituting all of the electors residing in the following described territory and the owners of all of the real property in the following described territory located in the Town of Sheboygan, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin.

All of Lot Twenty (20); and all of Lot Twenty-one (21) excepting the North Thirty-three (33) feet thereof; also part of Lot Nineteen (19) described as follows: Commencing at a point Sixty-seven (67) feet Four (4) inches West of the Northeast corner of Lot Nineteen (19), Block Six (6), Lake Shore Division of the Town of Sheboygan, thence due South Twelve (12) feet, thence due West to the West line of said Lot Nineteen (19), thence North Twelve (12) feet to the Northwest corner of said lot, thence East along said North line to the point of beginning; all in Block Six (6), Lake Shore Division of the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Said parcel contains Six Thousand Nine Hundred square feet (0.158 acres).

Dated this ~~24th~~ day of February, 2017



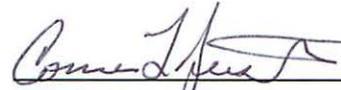
James O. Kisiolek, Owner  
2322 West Shelly Court  
Sheboygan, WI 53083



Angelia C. Clarke-Kisiolek, Owner  
2322 West Shelly Court  
Sheboygan, WI 53083



April Justus, Tenant  
3011 North 15<sup>th</sup> Street  
Sheboygan, WI 53083



Connie Justus, Tenant  
3011 North 15<sup>th</sup> Street  
Sheboygan, WI 53083



Luke Wirth, Tenant  
3009 North 15<sup>th</sup> Street  
Sheboygan, WI 53083

See attached map.

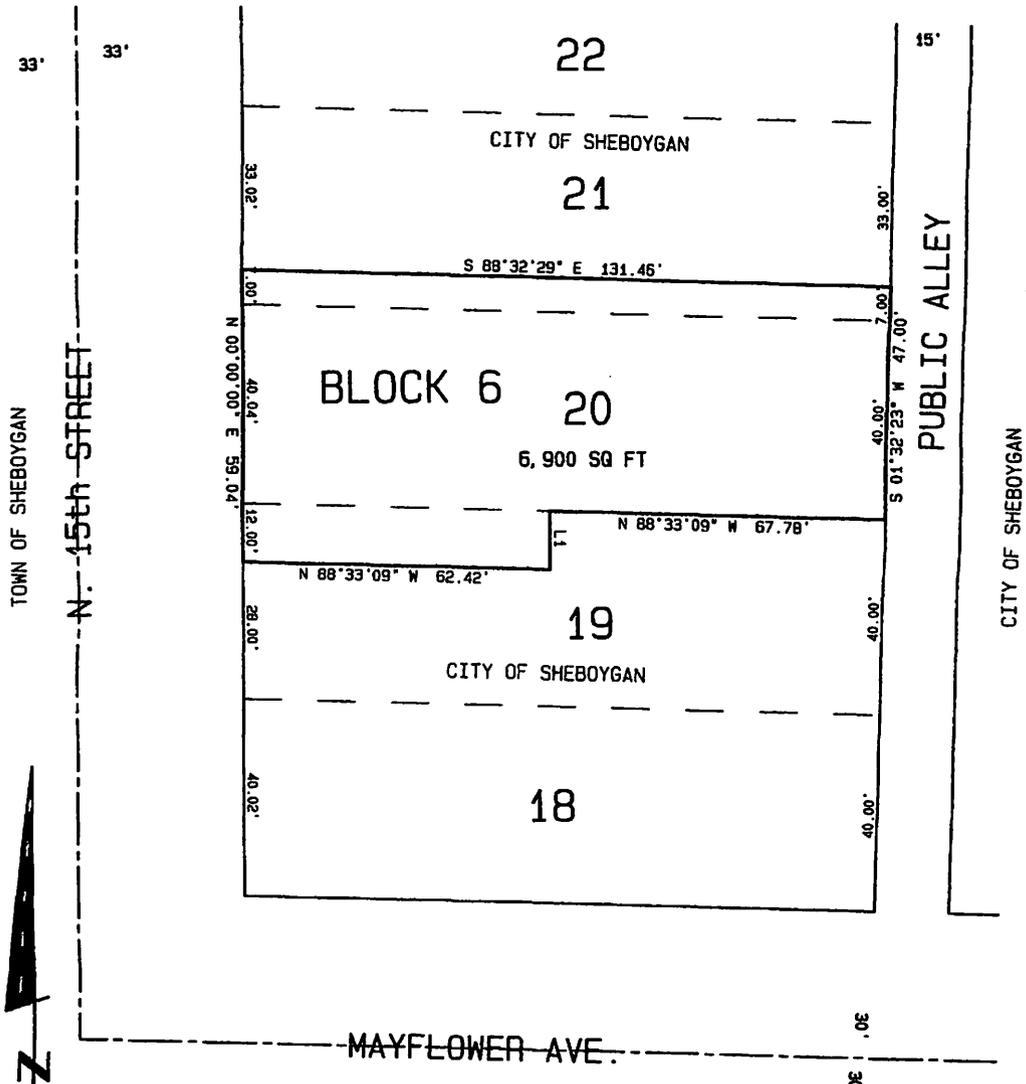
Drafted by: Atty. Joshua D. McKinley  
Olsen, Kloet, Gunderson & Conway  
602 N. 6<sup>th</sup> Street  
Sheboygan, WI 53081  
920-458-3701

D & H LAND SURVEYS LLC  
 1628 GEORGIA AVENUE  
 SHEBOYGAN, WISCONSIN

**PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN**

3009 N. 15th STREET  
 PARCEL NO. 59024356120  
 DOCUMENT NO. 1907794

ALL OF LOT TWENTY (20); AND ALL OF LOT TWENTY-ONE (21) EXCEPTING THE NORTH THIRTY-THREE (33) FEET THEREOF; ALSO PART OF LOT NINETEEN (19) DESCRIBED AS FOLLOWS: COMMENCING AT A POINT SIXTY-SEVEN (67) FEET FOUR (4) INCHES WEST OF THE NORTHEAST CORNER OF LOT NINETEEN (19), BLOCK SIX (6), LAKE SHORE DIVISION OF THE TOWN OF SHEBOYGAN, THENCE DUE SOUTH TWELVE (12) FEET; THENCE DUE WEST TO WEST LINE OF SAID LOT NINETEEN (19), THENCE NORTH TWELVE (12) FEET TO NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; ALL IN BLOCK SIX (6), LAKE SHORE DIVISION OF THE TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



1" = 30'

LINE	BEARING	DISTANCE
L1	S 00°00'00" E	12.00

THIS IS TO CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Dennis J. Van Sluys*  
 Dennis J. Van Sluys S-1238

Dated this 27<sup>th</sup> day of Feb, 2017.



II

R. O. No.       - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting an application from KCG Development, LLC, requesting an amendment of the Official Zoning Map from Use District Classification Urban Industrial (UI) to Use District Classification Central Commercial (CC).

*City Plan*

---

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: <u># 170209</u>
FILING FEE: \$200.00 (Payable to City of Sheboygan)

*ck*

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: KCG Development, LLC PHONE NO.: ( 317) 409-7776

ADDRESS: 11555 N. Meridian Street, Ste 400, Carmel, IN 46032

E-MAIL: Matt.Gilhooly@kcgdevelopment.com

OWNER OF SITE: Roadster Sheboygan, LLC (Chris Coakley)

PHONE NO.: (412) 272-4040

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 1031 Maryland Avenue

LEGAL DESCRIPTION: Original Plat, Being all of Block 230 and the vacated north 20' of Illinois Avenue adjacent to said Block 230 and vacated 18' East/West Alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin.

PARCEL NO. 505650 MAP NO. 26

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: The building is currently used for storage purposes in select areas of the first floor, otherwise sitting primarily vacant.

**BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:** The proposed use is a mixed-use redevelopment anchored by a multifamily housing apartment community with a commercial/retail component.

### **3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT**

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

The site and building in question are located in an area that provides a unique opportunity to create a tangible impact on downtown Sheboygan. While a departure from the current "Employment" designation on the Comprehensive Plan, we believe the proposed Central Commercial designation will allow for a comprehensive redevelopment of the dilapidated structure. The building is also a prominent feature in the midst of the area covered under the City's Indiana Avenue Redevelopment Plan. A large-scale, comprehensive redevelopment of the site which brings residents into downtown area and provides for additional commercial/retail opportunities will act as a catalyst for future commercial development and implementation of the City's plans for the Indiana Avenue Corridor.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: The factor which most closely describes the situation at hand is #3. The Indiana Avenue Redevelopment Plan has created a spotlight on development along

Indiana Avenue and the surrounding collector streets. While factors have not necessarily changed, the subject parcel provides for a prime opportunity to create a tangible impact on downtown Sheboygan and to act as a catalyst for future implementation of the Indiana Avenue plan. The current Urban Industrial designation coupled with the existing condition of the complex may substantially limit the range of opportunities for future development of the site. A rezoning of the subject parcel would allow for a broader array of potential uses and would help facilitate a large-scale, comprehensive redevelopment of the property.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

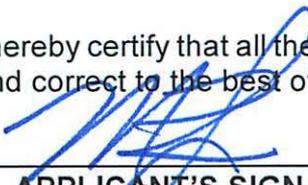
The site is located in a predominately industrial neighborhood on the edge of residential, commercial and retail uses. As the building is expected to be eligible for historic designation, the redevelopment would preserve the history of the nearly 100 year old complex but also maintain the industrial character of the neighborhood. Considering the "dense employment" designation on the comprehensive plan, it is unlikely the proposed mixed-use complex would create a higher intensity or traffic count than originally intended. Further, the proposed mixed-use development would be a perfect transition between the industrial, employment uses to the north and the commercial, retail and residential uses surrounding the property to the south, east and west.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

There are 9 "Key Initiatives" in the City's Comprehensive Plan. We believe the map amendment, and thus make possible the proposed mixed-use development, would address 5 of those initiatives: promoting infill development and redevelopment; spur economic development and job creation; focusing attention on the City's Growth and Redevelopment Corridors; enhancing the riverfront; and diversifying the City's housing stock.

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

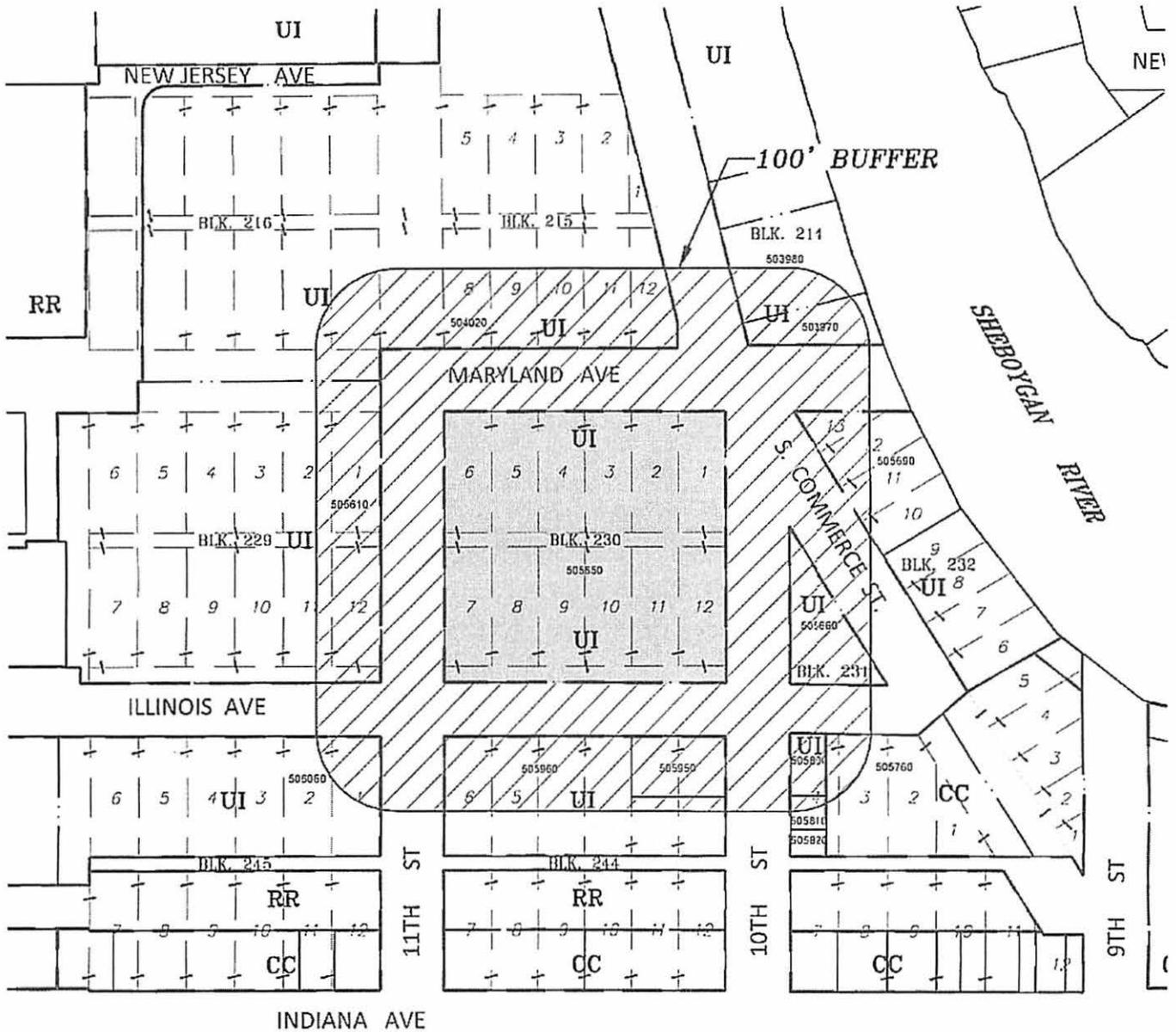
2.13.17  
\_\_\_\_\_  
DATE

MATTHEW GILHOOLY  
\_\_\_\_\_  
PRINT ABOVE NAME

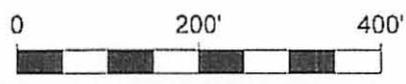
# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL TO CENTRAL COMMERCIAL

## SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



**KCG DEVELOPMENT**







February 13, 2017

Mayor Mike Vandersteen  
City of Sheboygan Plan Commission and Common Council

City Hall  
828 Center Avenue  
Sheboygan, Wisconsin 53081

Re: Rezone and Comprehensive Plan Map Amendment Appeal for Parcel No. 59281505650 (1031 Maryland Ave.)

## INTRODUCTION

The purpose of this letter is to provide context around the nature and grounds for a rezoning request and an amendment to the City of Sheboygan's Comprehensive Plan map for Parcel No. 59281505650. The rezoning and map amendment requests are the groundwork for a transformative mixed-use redevelopment that is poised to become the next premier housing community in Sheboygan's Harbor Centre and which will act as a catalyst for future commercial development along the Indiana Avenue corridor.

The industrial complex which occupies the entire site was originally constructed in 1920 by the Badger State Tanning Company. KCG Development, LLC ("KCG") proposes an adaptive-reuse redevelopment of the complex into a mixed-use property anchored by a multifamily housing community. As the complex is expected to be eligible for listing on the National Register of Historic Places, the redevelopment will restore the property's interior and exterior aesthetic in accordance with state and federal historic guidelines; preserving the history of the 97 year old building but also the industrial character of the neighborhood. The Badger State building is visible from a number of locations in Sheboygan, along Indiana Avenue as well as a number of locations in the Lower Downtown, Boatworks, Indiana Avenue, and Urban Employment Districts. As the project under consideration also includes a river-front parcel across S Commerce/S 10<sup>th</sup> Street, the proposed redevelopment offers a prime opportunity to create a tangible impact on downtown Sheboygan and foster an environment for new capitol, employment, recreation and people.

We acknowledge the proposed use is a departure from current zoning regulations and the future land uses contemplated in the City's Comprehensive Plan, though we firmly believe redeveloping this underutilized asset will be a lynchpin in the City's efforts to revitalize the Indiana Avenue corridor as well as to attract new business and entrepreneurship.

KCG formally requests rezoning the subject parcel from Urban Industrial to Central Commercial and an amendment to the City's Comprehensive Plan Map covering the subject parcels from Employment to Central

### KCG Development

11555 N. Meridian Street, Suite 400 | Carmel, IN | 46032 | (317) 708-6519  
www.kcgdevelopment.com

Mixed Use (“Requests”). Passage of the Requests will allow KCG to pursue a Conditional Use Permit and undergo the Architectural Review process with the City of Sheboygan for the proposed development.

### WHO WE ARE – KCG DEVELOPMENT, LLC

KCG was formed in 2015 to develop, acquire, rehabilitate and own apartment communities in the East, Midwest, South and Southeast. We take a triple bottom line approach to development with the focus on maximizing environmental, social and financial returns within our communities and partners. We understand that the social impact and profitable development do not have to be mutually exclusive. KCG knows that vibrant communities must have connections to all who live and work there. Recognizing that need and knowing ways to address it is what sets our team apart. We have a passion for creating communities that have a positive impact on residents and the overall community.

KCG was formed by its Founder and President, RJ Pasquesi, after successful tenures with a couple of companies in the real estate industry, specifically the past decade in a Senior Executive position with a multi-family development company. Over his career, RJ has been involved in the financing and development of [49] multi-family properties totaling nearly [4,000] units across 11 states, including 6 projects in Wisconsin, three of which were historic adaptive re-use in nature. The balance of the KCG team is comprised of an impressive group of individuals that, too, have substantial experience in various aspects of the real estate industry. RJ and KCG’s Vice Presidents cumulatively bring forth development and financing experience on 83 multifamily projects spanning 13 states, 7,500 housing units, and over \$1.4B in total development costs.

The most meaningful measure of our accomplishments is the lasting legacy we have with the communities we have had the privilege in serving and the families we have helped along the way to provide safe, beautiful, and affordable homes. We strive to reach beyond just real estate development and into the realm of community development. Ultimately, we want to connect people and ideas with capital, so that together we can create meaningful economic, environmental, and social impacts. We work hard to nurture existing relationships and develop new ones. We build alliances through responsiveness and an open attitude. It is through collaboration that we can unlock complexities and discover true possibilities. History has taught us there is no better way to build successful communities.

### ABOUT THE PROJECT

The complex was originally constructed in 1920 by the Badger State Tanning Company after the company’s prior complex at the site was destroyed by fire. The complex is a collection of buildings built between the 1920’s and 1970’s that encompass nearly the entire block bound by Maryland Avenue, S 10<sup>th</sup> Street, Illinois Avenue, and S 11<sup>th</sup> Street in downtown Sheboygan. The overall development also includes a 0.21 acre parcel at the SW corner of Illinois Ave and S 10<sup>th</sup> Streets as well as a 0.37 acre riverfront parcel to the east across Commerce Street. Our goal is to work with our design team and the State Historic Preservation Office/National Parks Service to demolish non-contributing appendage buildings and reintroduce green space and open lines of sight at the Badger State site. New historically accurate windows will replace the broken collection that has amassed over the years and the buildings’ façade and exterior envelope will receive much needed restoration.

#### KCG Development

11555 N. Meridian Street, Suite 400 | Carmel, IN | 46032 | (317) 708-6519

[www.kcgdevelopment.com](http://www.kcgdevelopment.com)



The redevelopment will create apartment units, community and amenity spaces, and interior parking stalls in the main “L” shaped building fronting S 11<sup>th</sup> Street and Maryland Avenue. We envision the 3-story “Boiler House” at the NW corner of Illinois and 10<sup>th</sup> Streets to receive a historic retrofit and serve a commercial or retail use, such as a restaurant, marketplace, brewery, etc. The small 0.21 acre parcel at the SW corner of Illinois and 10<sup>th</sup> Streets may serve as parking for this establishment or as visitor parking for the multifamily component, an allowed use under zoning regulations governing that parcel.

The riverfront parcel offers an exciting opportunity to enhance the appeal of the apartment community but also further the City’s plans for revitalizing the Boatwork District. *We endeavor to work with governmental and community partners to determine the best use(s) of the riverfront parcel to maximize the impact on the immediate area and the community at large.*

Approval of the Requests will allow KCG to further develop plans for the redevelopment. With input from our design team, historic consultant, and the City, design-development drawings will be drafted and the project will be brought to the City of Sheboygan and Architectural Review Board for consideration of a Conditional Use Permit.

#### **GROUND FOR REZONING AND COMPREHENSIVE PLAN AMENDMENT**

The site is currently zoned Urban Industrial and earmarked as an “Employment” district on the future land use map in the City’s Comprehensive Plan. While this designation appears reasonable considering the property’s location amongst predominantly industrial and manufacturing uses, the condition, location, and prominence of the Coakley Building provide both unique challenges and opportunities for any future development or redevelopment.

The sheer size and condition of the building may be an impediment to redeveloping the property with an industrial or employment base. The complex is a collection of 250,000 square feet of buildings in various conditions with different construction types, dates, layouts and finishes. There are also portions of the property which are too deteriorated to preserve or reuse and, in our opinion, there are few areas within the building that are immediately ready for use by an occupant other than the current use as a storage or warehouse facility. It is our opinion future interest in the building under Urban Industrial zoning regulations will be limited to small scale operations in different portions of the building which are most suitable for the individual proposed use. The size,

condition, and capitol required to redevelop the Coakley Building complex as a whole into a useable form drastically limits the range of opportunities and would potentially force industrial-users to look first towards acquisition of existing, operational industrial facilities in the immediate area or new construction sites. However, a *Central Commercial* zoning designation and *Central Mixed Use* classification on the comprehensive plan would allow for a broader array of potential uses and would help facilitate a large-scale, comprehensive redevelopment of the property.

We recognize the advantage of designated employment districts as a vital component of strategic planning as well as the desire to maintain the industrial heritage of this area. While the proposed mixed-use development does not specifically facilitate dense employment, it does create construction jobs, an undetermined number of permanent jobs, and the urban housing opportunities called upon in the Indiana Avenue Redevelopment Plan. A prominent mixed-use housing development would be mutually beneficial to prospective employers and employees in determining suitable locations for business creation, expansion, and housing opportunities. The redevelopment would provide employees of local businesses and within the surrounding industrial park a desirable living environment proximate to many downtown amenities and central to the future transportation corridors planned to traverse the downtown, riverfront and lakefront areas.

Further, it is our opinion redeveloping the Coakley Building complex into a mixed-use destination will help promote the core missions and expedite the implementation of the City's Indiana Avenue Redevelopment Plan. According to the Plan, "The focus of the Indiana Avenue redevelopment is the reinforcement...through enhancement of the existing commercial district with rehabilitation of existing buildings (preservation of historic commercial building stock, redevelopment of vacant sites, and increased business development)." The proposed project directly addresses that goal and provides a unique opportunity for a mixed-use, historic redevelopment to become a focal point and catalyst for future implementation of the plan.

#### SUMMARY

In consideration of the above, we request the Plan Commission and Common Council consider and approve the Requests for rezoning the subject parcel from Urban Industrial to Central Commercial and an amendment to the City's Comprehensive Plan Map covering the subject parcels from Employment to Central Mixed Use. If granted approval, KCG will work with community and design partners to create design-development plans to submit with a Conditional Use Permit application accompanied by Architectural Board review.

We appreciate your time and consideration of the proposed redevelopment. We hope to build upon the project's momentum and look forward to working collaboratively with the City of Sheboygan to bring this vision to reality. Should you have any questions, please don't hesitate to contact me.

Respectfully,



RJ Rasquesi – President; KCG Development, LLC

DATE

Mr. Steve Sokolowski

City of Sheboygan Plan Commission and Common Council  
828 Center Avenue  
Sheboygan, Wisconsin, 53081

I, Chris Coakley (Seller), support and hereby authorize KCG Development, LLC (Buyer) to submit a rezone and comprehensive plan map amendment application for my property located at 1031 Maryland Avenue.

  
Owner – Roadster Sheboygan, LLC

  
Date

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 170209

License No: 0000

Date: 02/16/2017

Received By: MMD

Received From: KCG VENTURES, LLC

Memo: 1031 MARYLAND AVE - REZONE

Method of Payment: \$200.00 Check No. 000227

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.



SUE -

PLEASE GIVE ME A CALL WHEN YOU HAVE A MOMENT TO DISCUSS THE PLAN COMMISSION DATES. I SPOKE WITH STEVE SOKOLOWSKI PREVIOUSLY, BUT WILL NOT BE ABLE TO MAKE A 2/28 PLAN COMMISSION MEETING. AS SUCH, WE'D LIKE TO "DELAY" THE INITIAL SUBMISSION TO COUNCIL SUCH THAT THE PLAN COM. MEETING WOULD NOT FALL ON THAT DATE.

THANKS!

MATTHEW GILHOOLY

317.409.7776

**II**

R. O. No.       - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from Thomas Leubner for alleged damages to his front right tire while driving on S. Taylor Dr. and hit a pot hole.

*Inance*

---

City Clerk

III

FEB 27 '17 AM 11:25

DATE RECEIVED 2-27-17

RECEIVED BY MD

CLAIM NO. 32-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 16 '17 AM 11:17

- 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: Thomas Leubner
- 2. Home address of Claimant: 524 Ontario Avenue Apt. 4 Sheb. WI 53081
- 3. Home phone number: 920-287-6162
- 4. Business address and phone number of Claimant: 524 Ontario Avenue. Apt. 4

5. When did damage or injury occur? (date, time of day) Jan. 17, 2017 6:00PM

6. Where did damage or injury occur? (give full description) Front Right Tire

7. How did damage or injury occur? (give full description) Driving on South Taylor Drive by NemaK / Acuity Northbound lane, Drove into a huge deep! Pot Hole.

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

- (a) Name of such officer or employee, if known: NA
- (b) Claimant's statement of the basis of such liability: NA

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

- (a) Public property alleged to be dangerous: South Taylor Drive Northbound by NemaK / Acuity

(b) Claimant's statement of basis for such liability: large Deep Pot Hole without a warning sign or barricade!

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").

Tire damaged

11. Name and address of any other person injured:

NA

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

Auto: \$ 181.63

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

TOTAL \$ 181.63

Damaged vehicle (if applicable)

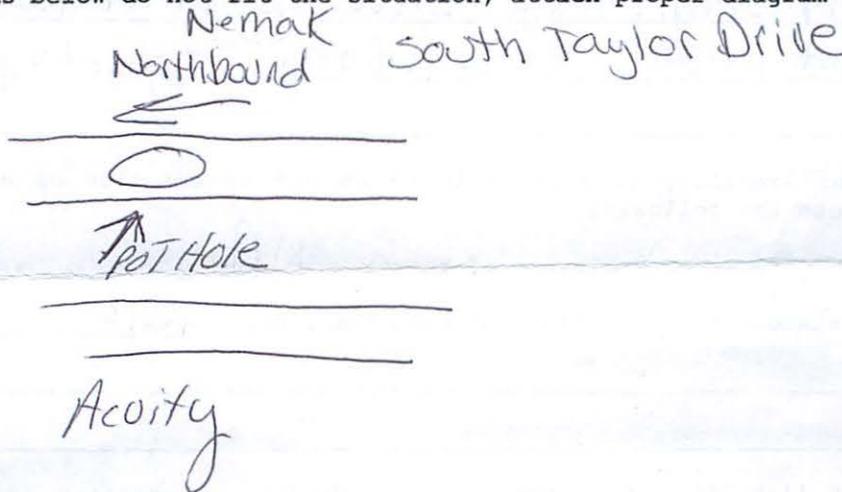
Make: VW Model: GTI Year: 2016 Mileage: 30,000

Names and addresses of witnesses, doctors and hospitals:

Passenger - Lexie Fortin 2724 Whispering Winds Drive Sheb WI  
53081 920-254-7178

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

Thomas Leulmi

DATE 2/22/2017

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

DATE RECEIVED

2-21-17

RECEIVED BY

MD

CLAIM NO. 32-16

CLAIM

Claimant's Name:	<u>Thomas Leubner</u>	Auto	\$	<u>          </u>
Claimant's Address:	<u>524 Ontario Ave Apt 4</u>	Property	\$	<u>181.63</u>
	<u>Sheb. WI 53081</u>	Personal Injury	\$	<u>          </u>
Claimant's Phone No.	<u>920-287-6162</u>	Other (Specify below)	\$	<u>          </u>
		<b>TOTAL</b>	\$	<b><u>181.63</u></b>

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 \$ 181.63.

SIGNED Thomas Leubner DATE: Feb. 13, 2017

ADDRESS: 524 Ontario Ave. Apt. 4 Sheb. WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS .  
 MAIL TO: CLERK'S OFFICE  
 828 CENTER AVE #100  
 SHEBOYGAN WI 53081



Monday  
Combined Inks

920-287-6162

Thomas

NAME: Thomas      DATE: 1/21/2017

ADDRESS: \_\_\_\_\_

MDSE SOLD	CHECK #	SALESMAN	NEW	USED
CASH	CHARGE			



QTY.	DESCRIPTION	QUAN	PART NO	DESCRIPTION	UNIT LIST	UNIT NET	TOTAL NET
	TIRE REPAIR	1	225/40/18	Continental			172.00
	DISMOUNT			No Contin			
	MOUNT			TX			
	ROTATE						
	SPIN BALANCE						
	VALVE STEMS						
	RIMS (WHEELS)						
	TIRE DISPOSAL						
						TAX	9.63
						TOTAL	181.63

**NO CASH REFUNDS  
ALL MERCHANDISE  
SOLD "AS IS"**

**MR. P'S TIRES S. 108th LLC**

4781 S. 108th St.      2366 S. Kinnickinnic  
Greenfield, WI 53228      Milwaukee, WI 53207  
414-425-7800      414-769-0500



II

R. O. No.           - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from Thong Lee for alleged damages when a fire truck hit the side of his parked car and broke the driver's side mirror.

*Finance*

---

City Clerk

DATE RECEIVED

2-21-17

RECEIVED BY

FEB 21 '17 AM 11:53

MD

CLAIM NO.

31-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 21 '17 PM 12:00

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: Thong Lee
2. Home address of Claimant: 2204 N 7th Street, Sheboygan, WI 53083
3. Home phone number: (920) 918-7660
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2:00 AM, 12/25/16

6. Where did damage or injury occur? (give full description) Driver side mirror was swiped & broken by a fire truck. Car was parked on street curb. Reference to police report: #C16-24429. Accident occurred outside 2204 N 7th Street, Sheboygan, WI 53083

7. How did damage or injury occur? (give full description) Fire truck swiped driver side mirror. Reference to police report: #C16-24429.

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: Tyler Meyer

(b) Claimant's statement of the basis of such liability: Reference to police report #C16-24429.

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

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

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

Doc 111

TITLE OF REPORT OR PORTION OF REPORT OF INVESTIGATION

THE ... OF ...

1. ... of ...

2. ... of ...

3. ... of ...

4. ... of ...

5. ... of ...

6. ... of ...

7. ... of ...

8. ... of ...

9. ... of ...

10. ... of ...

11. ... of ...

12. ... of ...

13. ... of ...

14. ... of ...

15. ... of ...

16. ... of ...

17. ... of ...

18. ... of ...

19. ... of ...

20. ... of ...

21. ... of ...

22. ... of ...

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

No injuries. Only damage was broken driver side mirror.

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

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

Auto:	\$ <u>327.36</u>
Property:	\$ <u>Ø</u>
Personal injury:	\$ <u>Ø</u>
Other: (Specify below)	\$ <u>Ø</u>
<b>TOTAL</b>	\$ <u>327.36</u>

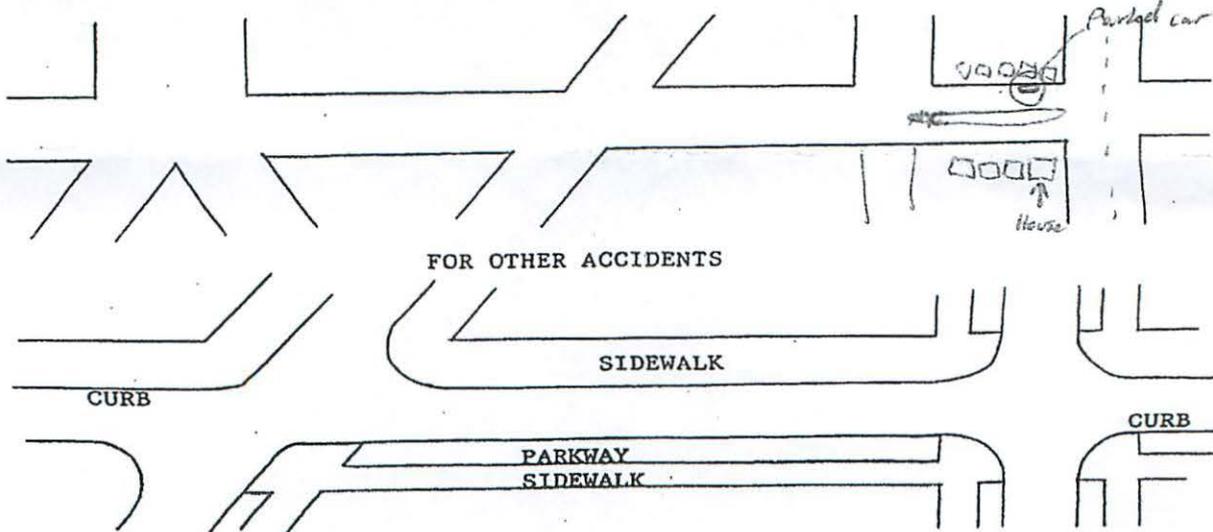
Damaged vehicle (if applicable)

Make: Acura Model: TL Year: 2004 Mileage: 147,400

Names and addresses of witnesses, doctors and hospitals: Steven S. Lee (father)  
Veng Khong (mother), both at 2204 N. 7th Street, Sheboygan, WI 53083,  
Cody Griebling, officer at the site. - 1315 N. 23rd Street unit #101,  
Sheboygan, WI 53081.

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

*[Handwritten signature]*

DATE

DATE RECEIVED 2-21-17

RECEIVED BY MD

CLAIM NO. 31-16

CLAIM

Claimant's Name: Thong Lee  
Claimant's Address: 2204 N 7TH Street  
Sheboygan, WI 53083  
Claimant's Phone No. (920) 918-7660

Auto \$ 327.26  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL \$ 327.26**

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 \$ 327.26.

SIGNED [Signature] DATE: 2/08/17

ADDRESS: 2204 N. 7th Street, Sheboygan WI 53083.

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

PK2012

POLICE # C16-24429

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0XKSZ1		Document Override Number	
Agency Accident Number				Police Number C16-24429					
4 - Accident Date 12/25/2016		5 - Time of Accident (Military Time) 0225		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, City				11 - Accident Location Non-Intersection			
14 - On Hwy No.		14 - On Street Name N 7TH ST			14 - Bus/Frnt/Rmp		15 - Est. Distance 119 Ft		15 - Hwy. Dir NORTH
16 - Fr/At Hwy No.		16 - From/At Street Name GEELE AVE			16 - Business/Frontage/Ramp				
17 - Structure Type House #		17 - Structure Number 2205		12 - Latitude 43.768699455926			13 - Longitude -87.71127210397		
80 - First Harmful Event Parked Motor Vehicle				93 - Manner of Collision Sideswipe. Same Direction					
112 - Access Control No Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Concrete - 1			
115 - Traffic Way Divided-Highway-Median-Strip-Without-Traffic-Barrier									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Clear			
9 <input type="checkbox"/> Hit and Run		9 <input type="checkbox"/> Government Property		9 <input type="checkbox"/> Fire		9 <input checked="" type="checkbox"/> Photos Taken		9 <input type="checkbox"/> Trailer or Towed	
9 <input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			9 <input type="checkbox"/> Load Spillage		9 <input type="checkbox"/> Construction Zone		9 <input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements			103 <input type="checkbox"/> Measurements Taken		79 - E M S Number		

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Parked Motor Vehicle		23 - Dir Of Travel NORTH		24 - Speed Limit 25	
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number M6008168520103		30 - State WI	31 - Expiration Year 2020	34 - On Duty Accident Fire-Fighter			
25 - Operator/Pedestrian Last Name MEYER			25 - First Name TYLER		25 - Middle Initial R	25 - Suffix	
32 - Date Of Birth 06/01/1985		33 - Sex Male					

OPERATOR/PEDESTRIAN 01

26 - Address Street & Number 725 OAK RIDGE DR				26 - PO Box			
27 - City PLYMOUTH		27 - State WI	27 - Zip Code 53073		28 - Telephone Number (262) 613-1775 Ext.		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)				40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used			
38 - Injury Severity N - No Apparent Injury		41 - Airbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated Not-Trapped		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing GOING STRAIGHT			120 - Traffic Control No-Control			62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors Not-Applicable							
88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Neither-Alcohol-Nor-Drugs-Present				
90 - Alcohol Test Test Not Given		90 - Alcohol Content			91 - Drug Test Test Not Given		
91 - Drugs Reported							

124 - Highway Factors Snow,-Ice,-or-Wet, Narrow-Shoulder
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Vehicle

VEHICLE 01	21 - Unit Type Truck		Vehicle Type Pickup/Utility-Truck			22 - Total Occupants 1
	56 - License Plate Number 25087		57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 4P1CJ01A9AA011289
	50 - Year 2010	51 - Make PIRC	52 - Model	53 - Body Style TK - TRUCK	54 - Color RED	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage Unknown					
	95 - Extent Of Damage None		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors Not-Applicable					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> 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 OF					
	47 - Address Street & Number 828 CENTER AVE # 205			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 459-3111 Ext.	

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company CITY OF SHEBOYGAN				

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

02	Unit Status L - Legally Parked		81 - Most Harmful Event: Collision With Motor Vehicle In Transport		23 - Dir Of Travel	24 - Speed Limit 25
	36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
	29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident	
	25 - Operator/Pedestrian Last Name		25 - First Name		25 - Middle Initial	25 - Suffix
	32 - Date Of Birth		33 - Sex			
	26 - Address Street & Number				26 - PO Box	
	27 - City		27 - State	27 - Zip Code	28 - Telephone Number	

<b>OPERATOR/PEDESTRIAN</b>	39 - Seat Position			40 - Safety Equipment <b>Not-Applicable-Nonmotorist</b>		
	38 - Injury Severity		41 - Airbag <b>Not applicable</b>		42 - Ejected <b>Not-Applicable</b>	
					44 <input type="checkbox"/> <b>Medical Transport</b>	
	43 - Trapped/Extricated <b>Not-Applicable</b>		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing <b>LEGALLY PARKED</b>			120 - Traffic Control <b>No-Control</b>		62 - No. of Citations Issued
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors <b>Not-Applicable</b>					
	88 - Driver or Pedestrian Cond			89 - Substance Presence		
	90 - Alcohol Test		90 - Alcohol Content		91 - Drug Test	
	91 - Drugs Reported					
124 - Highway Factors <b>Snow,-Ice,-or-Wet, Narrow-Shoulder</b>						

**Vehicle**

<b>VEHICLE 02</b>	21 - Unit Type <b>Automobile</b>			Vehicle Type <b>Passenger-Car</b>			22 - Total Occupants <b>0</b>
	56 - License Plate Number <b>LEECPA</b>		57 - Plate Type <b>AUT</b>	58 - State <b>WI</b>	59 - Exp Year <b>2017</b>	55 - Vehicle Identification Number <b>19UUA66284A072897</b>	
	50 - Year <b>2004</b>	51 - Make <b>ACUR</b>	52 - Model <b>TL</b>	53 - Body Style <b>4D - 4DR</b>	54 - Color <b>BLK</b>	100 - Skidmarks to Impact (Ft)	
	94 - Vehicle Damage <b>Front Driver Side</b>						
	95 - Extent Of Damage <b>Minor</b>		96 <input type="checkbox"/> <b>Vehicle Towed Due To Damage</b>			97 - Vehicle Removed By <b>OWNER</b>	
	123 - Vehicle Factors <b>Not-Applicable</b>						

**Vehicle Owner**

<b>VEH OWNER 02</b>	45 <input type="checkbox"/> <b>Vehicle Owner Same As Operator</b>					
	46 - Vehicle Owner Last Name <b>LEE</b>		46 - First Name <b>THONG</b>		46 - Middle Initial <b>Y</b>	46 - Suffix
	Date Of Birth <b>08/23/1990</b>					
	46 - Company Name					
	47 - Address Street & Number <b>2204 N 7TH STREET</b>				47 - PO Box	
48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>		49 - Telephone Number <b>(920) 918-7660 Ext.</b>	

**Insurance**

<b>02</b>	63 - Liability Insurance Company <b>NOT-REQUIRED</b>			60 <input checked="" type="checkbox"/> <b>Policy Holder Same As Owner</b>		
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company					

INS	
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**School Bus**

<b>BUS 02</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Trailer**

<b>TRL 01</b>	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	105 - Photos By GRIEBLING 448
	<p>The diagram illustrates a northbound lane on N 7th Street. Unit 1 is shown traveling northbound. Unit 2 is parked on the east side of the road. Snow build-up is indicated on the east side, preventing Unit 2 from parking closer to the curb. A building at 2205 N 7th Street is shown to the right. A north arrow is also present.</p>
<p>UNIT 1 WAS TRAVELING NORTHBOUND ON N 7TH STREET. UNIT 2 WAS LEGALLY PARKED ON N 7TH STREET. THERE WAS SNOW BUILD UP ON THE EAST SIDE OF THE ROAD THAT PREVENTED UNIT 2 FROM BEING ABLE TO PARK ANY CLOSER TO THE CURB. THIS CREATED A NARROW ROAD WAY. UNIT 1 THEN STRUCK UNIT TWO CAUSING MINOR DAMAGE.</p>	

**Officer Information**

125 - Officer Last Name <b>GRIEBLING</b>	125 - First Name <b>CODY</b>	125 - Middle Initial <b>W</b>	31 - Officer ID <b>C448C</b>
129 - Law Enforcement Agency No. <b>5961</b>	130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>		
126 - Law Enforcement Agency Address Street & Number <b>1315 N 23RD ST</b>			

**Wisconsin Motor Vehicle**  
**Accident Report** MV4000e 01/2005 **P0XKSZ1**

PK2012

**OFFICER INFORMATION**

127 - City <b>SHEBOYGAN</b>	127 - State <b>WI</b>	127 - Zip Code <b>53081</b>	128 - Telephone Number <b>(920) 459-3333 Ext.</b>
132 - Date Notified <b>12/25/2016</b>	133 - Time Notified (Military Time) <b>0227</b>	134 - Time Arrived (Military Time) <b>0232</b>	135 - Date Of Report <b>12/25/2016</b>
	<b>C16-24429</b>	19 - Special Study	
18 - Agency Space <b>SQUAD 16</b>			

# ABRA Auto Body & Glass - West Allis

Workfile ID: 92213ae4  
Federal ID: 41-1484683

Right the First Time...On Time  
WestAllis@ABRAAuto.com  
1434 S 113TH ST, West Allis, WI 53214  
Phone: (414) 607-8810  
FAX: (414) 607-8830

## Preliminary Estimate

**Customer: LEE, THONG**

**Job Number:**

Written By: Dick Verbick

Insured:  
Type of Loss: Liability  
Point of Impact: 06 Rear

Policy #:  
Date of Loss: 2/1/2017 12:00 PM

**Owner:**  
LEE, THONG  
3208 N BOOTH ST  
MILWAUKEE, WI 53212  
(920) 918-7660 Cell

**Inspection Location:**  
ABRA Auto Body & Glass - West Allis  
1434 S 113TH ST  
West Allis, WI 53214  
Repair Facility  
(414) 607-8810 Business

**Insurance Company:**  
CUSTOMER PAY

## VEHICLE

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

VIN: 19JUA66284A072897 Interior Color: Mileage In: 147,041 Vehicle Out:  
License: LEE CPA Exterior Color: BLACK Mileage Out:  
State: WI Production Date: 9/2004 Condition: Job #:

### TRANSMISSION

Automatic Transmission  
Overdrive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat  
Memory Package

### DECOR

Dual Mirrors  
Tinted Glass

Console/Storage

Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control

Home Link

### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Cassette

Premium Radio

Satellite Radio

CD Changer/Stacker

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

### ROOF

Electric Glass Sunroof

### SEATS

Bucket Seats  
Leather Seats  
Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Traction Control  
Stability Control  
Rear Spoiler  
Xenon Headlamps  
Power Trunk/Gate Release

## Unrelated Prior Damage

**Customer: LEE, THONG**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT DOOR</b>					
2	**	Repl A/M LT Mirror assy black pearl	76250SEPA01ZB	1	227.00	0.3	0.5
3		Add for Clear Coat					0.1
4		<b>MISCELLANEOUS OPERATIONS</b>					
5	#	Hazardous Waste		1	5.00		
<b>SUBTOTALS</b>					<b>232.00</b>	<b>0.3</b>	<b>0.6</b>

### NOTES

Prior Damage Notes:  
LF DOOR MIRROR

### ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			232.00
Body Labor	0.3 hrs @	\$ 60.00 /hr	18.00
Paint Labor	0.6 hrs @	\$ 60.00 /hr	36.00
Paint Supplies	0.6 hrs @	\$ 40.00 /hr	24.00
Subtotal			310.00
Sales Tax	\$ 310.00 @	5.6000 %	17.36
<b>Grand Total</b>			<b>327.36</b>

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 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.

## Unrelated Prior Damage

### Customer: LEE, THONG

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AET4817, CCC Data Date 2/1/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

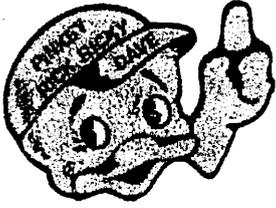
#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**PINKEY'S CAPITAL AUTO BODY**

120 W. MELVINA ST., MILWAUKEE, WI 53212

Phone: (414) 962-3380

FAX: (414) 962-0670

Workfile ID: 6547ef9d  
Federal ID: 390985331  
State ID: 456-0000015257-03

**Preliminary Estimate**

**Customer:** lee, thong

**Job Number:**

Written By: Dave Feest

Insured: lee, thong  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
lee, thong  
(920) 918-7660 Business

**Inspection Location:**  
PINKEY'S CAPITAL AUTO BODY  
120 W. MELVINA ST.  
MILWAUKEE, WI 53212  
Repair Facility  
(414) 962-3380 Business

**Insurance Company:**

**VEHICLE**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI black

VIN: 19UUA66284A072897  
License: UNK  
State: WI

Interior Color:  
Exterior Color: black  
Production Date:

Mileage In:  
Mileage Out:  
Condition:

Vehicle Out:  
Job #:

**TRANSMISSION**

Automatic Transmission  
Overdrive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat  
Memory Package

**DECOR**

Dual Mirrors  
Tinted Glass

Console/Storage

Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control  
Home Link

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

Cassette

Premium Radio

Satellite Radio

CD Changer/Stacker

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

**ROOF**

Electric Glass Sunroof

**SEATS**

Bucket Seats  
Leather Seats  
Heated Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control  
Stability Control  
Xenon Headlamps  
Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: lee, thong**

**Job Number:**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT DOOR</b>					
2	*	Repl LKQ LT Mirror assy blue pearl +25%	76250SEPA01ZA	1	81.25	0.3	
3		R&I LT R&I trim panel				0.6	
4	#	Refn mirror					1.0
5	#	Hazard Waste		1	4.00		
<b>SUBTOTALS</b>					<b>85.25</b>	<b>0.9</b>	<b>1.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			85.25
Body Labor	0.9 hrs @	\$ 58.00 /hr	52.20
Paint Labor	1.0 hrs @	\$ 58.00 /hr	58.00
Paint Supplies	1.0 hrs @	\$ 38.00 /hr	38.00
<b>Subtotal</b>			<b>233.45</b>
Sales Tax	\$ 233.45 @	5.6000 %	13.07
<b>Grand Total</b>			<b>246.52</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>246.52</b>

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**Unrelated Prior Damage**

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**Customer: LEE, THONG**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

**PARTS SUPPLIER LIST**

<b>Line</b>	<b>Supplier</b>	<b>Description</b>	<b>Price</b>
2	Keystone-Insurance-A-Minneapolis 3615 MARSHALL STREET NE MINNEAPOLIS MN 55418 (800) 328-1845 (612) 789-1919	#AC1320106 A/M LT Mirror assy black pearl	\$ 227.00

II

R. O. No.            - 16 - 17.      By CITY CLERK.    March 6, 2017.

Submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them.

*Finance*

---

City Clerk

DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 33-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 28 '17 PM 3:43

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: James Noel
2. Home address of Claimant: 2314 W Mark Dr
3. Home phone number: 920 459 8003
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 2-25-17
6. Where did damage or injury occur? (give full description) On Street  
Mail boxes in front of property 2314 W Mark Dr

7. How did damage or injury occur? (give full description) Snow City Snow  
Plow hit the 4 mailboxes attached to single pole  
with arm holding the mailboxes

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: NA
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: NA
  - (b) Claimant's statement of basis for such liability: NA

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

2 mailboxes were damaged and Support Arm broken

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

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

Auto: \$ \_\_\_\_\_

Property: \$ 48.48

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 48.48

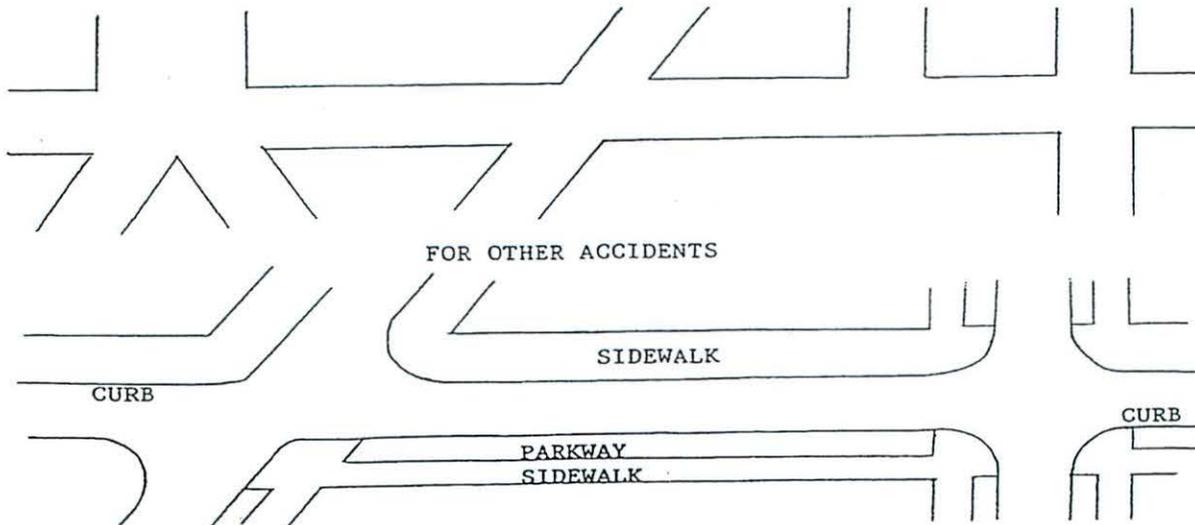
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

James J. Noel

DATE

2-28-17

DATE RECEIVED

2-28-17

RECEIVED BY

MD

CLAIM NO.

3316

CLAIM

Claimant's Name:

James Noel

Auto

\$

Claimant's Address:

2314 W Mark Dr

Property

\$

48.48

Sheboygan WI 53083

Personal Injury

\$

Claimant's Phone No.

920 459 8003

Other (Specify below)

\$

TOTAL

\$

48.48

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 \$ 48.48.

SIGNED

James J Noel

DATE:

2-28-17

ADDRESS:

2314 West Mark Dr Sheboygan WI 53083

MAIL TO: CLERK'S OFFICE 828 CENTER AVE #100 SHEBOYGAN WI 53081

2313 W Mark



MENARDS - SHEBOYGAN  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:  
SHEBfrontend@menards.com



Sale Transaction

ELITE POST MOUNT STANDAR	
2156925	14.49
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD #3	
2153984 2 @0.29	0.58
1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "H"	
2154129	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
1-1/2" GOLD LETTER "R"	
2154226	0.29
1-1/2" GOLD LETTER "A"	
2154051	0.29
1-1/2" GOLD LETTER "T"	
2154242	0.29
1-1/2" GOLD LETTER "Y"	
2154297	0.29
TOTAL	17.39
TAX SHEBOYGAN-WI 5.5%	0.96
TOTAL SALE	18.35
Visa Credit 9956	18.35
Auth Code:115292	
Chg. Accepted	

2314 W Mark



MENARDS - SHEBOYGAN  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:  
SHEBfrontend@menards.com



Sale Transaction

1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "N"	
2154187	0.29
1-1/2" GOLD #4	
2153997	0.29
1-1/2" GOLD #3	
2153984	0.29
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD LETTER "O"	
2154190	0.29
1-1/2" GOLD LETTER "L"	
2154161	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
ELITE POST MOUNT STANDAR	
2156922	14.49
TOTAL	16.81
TAX SHEBOYGAN-WI 5.5%	0.92
TOTAL SALE	17.73
CASH	20.00
CHANGE	2.27-

2307 W Mark



MENARDS - SHEBOYGAN  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:  
SHEBfrontend@menards.com



Sale Transaction

10X2-1/2" GRK R4 80PK	
2300225	8.66
2X8-3' SPF	
1021867	3.09
TOTAL	11.75
TAX SHEBOYGAN-WI 5.5%	0.65
TOTAL SALE	12.40
CASH	20.00
CHANGE	7.60-
TOTAL NUMBER OF ITEMS =	2
THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:	
6717	

Now Hiring

III

R. O. No.       - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a communication from Sheboygan Squared requesting the City release all funds collected on behalf of the Harbor Centre BID and that those funds be allocated to them for fiscal 2017.

*Finance*

\_\_\_\_\_  
City Clerk

FEB 21 '17 PM 3:25



# SHEBOYGAN SQUARED™

February 21, 2017

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

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2017.

Thank you for your help in this matter.

Sincerely,

David O. Gass  
President

Dave Hoffman  
Manager

II

R. O. No.           - 16 - 17. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
March 6, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting the use of one of the City's free Blue Harbor Conference Center days to host the 2017 Wisconsin Downtown Action Council annual conference on October 27, 2017.

*Trance*

\_\_\_\_\_  
Director of Planning & Development

II

R. O. No.       - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a communication from Christopher Malwitz requesting a waiver from the Sex Offender Residency restrictions in order to live at 1534 Main Ave.

pp 5.

---

City Clerk

FEB 28 '17 AM 11:13

Date: 2-28-17

My name is: Christopher Malwitz

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

1534 Main Ave

Sheb WI 53081

Signature: Chris Malwitz

Phone Number: 920-331-2194

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

R. O. No.       - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a communication from Chad Moan requesting a waiver from the Sex Offender Residency restrictions in order to live at 2607 N. 8<sup>th</sup> St.

PP&S.

---

City Clerk

Date: 2-21-17

My name is: Chad Moan

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

2607 N 8TH ST Sheboygan WI 53083

Signature: Chad Moan

Phone Number: 608 208 0532

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. 244- 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a communication from State of Wisconsin Department of Corrections on behalf of Richard Lampe Jr. requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at either 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave. depending on availability.

pp + S.

---

City Clerk

Scott Walker  
Governor

Jon E. Litscher  
Secretary



FEB 22 '17 PM 12:40

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

**State of Wisconsin**  
**Department of Corrections**

---

February 22, 2017

To whom it may concern:

The Department of Corrections, on behalf of Richard Lampe Jr. (DOC # 577763  
DOB: 4/7/1994), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Lampe is slated to be released from prison on March 14, 2017. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14<sup>th</sup> Street or 930A Michigan Avenue, based on availability.

Respectfully,

A handwritten signature in black ink that reads "Mike Roehl".

Mike Roehl  
Probation & Parole Agent #71214  
3422 Wilgus Ave. Sheboygan, WI 53081  
920.918.7936

INSTITUT

Handwritten notes or signatures in the bottom left corner, possibly including a date and a name.

II

R. O. No. \_\_\_\_\_ - 16 - 17. By DIRECTOR OF PUBLIC WORKS. March 6, 2017.

Submitting the 2016 Department of Public Works Annual Report of Operations.

*Pub. Wks.*

---

Director of Public Works



## **Department of Public Works**

# **2016 Annual Report of Operations**

***DPW Vision:***

***Provide a professional Public Works organization that will offer quality infrastructure and services, in a sustainable way that will contribute to making Sheboygan a desirable place to work, live and play***

***DPW Mission:***

***Improve the quality of life by effectively developing, maintaining and improving the infrastructure, natural resources and community services***

***David H. Biebel, Director of Public Works***

# DPW CONTACT LIST AFTER HOUR RESPONSE

EFFECTIVE DATE: Feb-17



<b>STREETS AND SANITATION DIVISION</b>				
<b>EMERGENCY CALL LIST</b>				
SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
Jason Blasiola	414-259-9913	414-732-9356	920-207-0226	920-459-3447
<b>Sewer Backups / Sewer Repairs / Sewer Problems</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Clark Kleinhans	920-893-2084	920-207-2537	920-980-4301	920-459-0223
2 Dave Groves	-	920-627-1451	920-207-4379	920-459-3456
3 Scotty Buboltz	920-565-4491	920-946-6971	920-946-6290	920-459-4096
<b>Street Cave-Ins / Holes / Street Problems</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Dave Groves	-	920-627-1451	920-207-4379	920-459-3456
2 Clark Kleinhans	920-893-2084	920-207-2537	920-980-4301	920-459-0223
3 Scotty Buboltz	920-565-4491	920-946-6971	920-946-6290	920-459-4096
<b>Barricade Requests / Traffic Control / Traffic Signage</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Bruce Matzdorf	-	920-918-2341	920-207-4378	920-459-0224
2 Dave Groves	-	920-627-1451	920-207-4379	920-459-3456
<b>Garbage/Recycling Collection</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Bruce Matzdorf	-	920-918-2341	920-207-4378	920-459-0224
<b>Water Leaks of Any Kind</b>				
Water Utility	-	-	-	920-459-3800
After Business Hours	-	-	-	920-459-3811

<b>ENGINEERING DIVISION</b>				
<b>EMERGENCY CALL LIST</b>				
Engineering Related Items				
CITY ENGINEER	HOME #	CELL #	WORK CELL #	OFFICE #
Ryan Sazama	-	920-207-6566	920-946-1882	920-459-3485
<p>*** If unable to make contact with individuals listed above, call Dave Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947</p>				

# DPW CONTACT LIST AFTER HOUR RESPONSE

EFFECTIVE DATE: Feb-17



<b><i>PARK/FORESTRY/CEMETERY EMERGENCY CALL LIST</i></b>				
SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
Joe Kerlin	-	920-889-8940	920-980-2733	920-459-3459
<b>Parks</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Brian Meulbroek	-	-	920-980-8290	920-459-3446
2 John Klemme	-	920-912-2630	-	920-459-3445
3 Dan Billman	920-564-6121	920-946-5805	-	920-459-3445
<b>Trees</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Kenneth Meinnert	-	920-207-7449	920-946-1881	-
2 Brian Meulbroek	-	-	920-980-8290	920-459-3446
<b>Cemetery</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Jim Lavey	-	920-917-8059	-	-
2 Linda McCabe	920-459-8237	920-889-0347	-	920-459-3442
3 Joe Kerlin	-	920-889-8940	920-980-2733	920-459-3459

<b><i>WASTEWATER TREATMENT FACILITY EMERGENCY CALL LIST</i></b>				
SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
Sharon Thieszen	-	262-705-9018	-	920-459-3464
<b>Accidental Discharges to the Sanitary Sewer</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Mark Wittstock	-	920-207-1754	-	-
2 Sharon Thieszen	-	262-705-9018	-	920-459-3464
3 Robert Butcher	920-452-6096	920-917-3014	-	-
<p>*** If unable to make contact with individuals listed above, call David Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947</p>				

# DPW CONTACT LIST AFTER HOUR RESPONSE

EFFECTIVE DATE: Feb-17



<b>FACILITIES &amp; TRAFFIC EMERGENCY CALL LIST</b>					
	SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
	Mike Willmas	-	920-980-5270	920-207-9742	920-459-3444
<b>Buildings &amp; Grounds, City Buildings - Excluding Park Buildings</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Bernard Knutson	920-528-7752	920-980-4858	920-207-9741	-
2	Al Keitel	-	920-698-2004	-	-
<b>Traffic Division (Electrical)</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Bob Hayon	920-946-1970	920-980-3280	920-980-6416	920-459-3452
2	Al Fleisner	-	920-377-1202	920-946-9747	920-459-3452
3	Al Keitel	-	920-698-2004	-	-
4	Bernard Knutson	920-528-7752	920-980-4858	920-207-9741	-
<b>8th Street Bridge</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Bob Hayon	920-946-1970	920-980-3280	920-980-6416	920-459-3452
2	Al Fleisner	-	920-377-1202	920-946-9747	920-459-3452
*** If unable to make contact with individuals listed above, call David Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947					

<b>MOTOR VEHICLE/STOCKROOM EMERGENCY CALL LIST</b>					
	SUPERVISOR	HOME #	CELL #	WORK CELL #	OFFICE #
	Rick Ney	920-452-6335	-	920-980-3676	920-459-0248
<b>Motor Vehicle</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Mark Strains	920-565-2050	920-889-5052	-	920-459-3454
<b>Stockroom</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Rick Ney	920-452-6335	-	920-980-3676	920-459-0248
*** If unable to make contact with individuals listed above, call David Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947					

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## **Executive Summary**

The Department of Public Works is pleased to present this Annual Report for the calendar year 2016. Consistent with the department's mission – improving the quality of life by effectively developing, maintaining, and improving the infrastructure, natural resources and providing community services – the department will use this annual report to communicate the progress and state of the City through the activities accomplished by the Department of Public Works.

The department has 100 dedicated individuals facilitating the services necessary to accomplish the department goals and objectives and to meet the community's needs. Since 1970, the Department of Public Works has improved the efficiencies of its workforce through the addition of skilled workers and implementing technologies and equipment that provide a comparative advantage.

Although, the City's population has grown six percent since 1970, the area of the City has expanded by 50 percent, from a total area of 9.64 square miles in 1970 to 14.46 square miles today. Furthermore, the total miles of city streets has grown 39 percent over this same period from a total of 143.5 miles of City streets to 200 miles of City streets. Lastly, park acreage has nearly doubled to approximately 675 acres from 347 in 1970. All of these additions occurred while the Department's work force was being reduced by 53.7 percent from 216 full-time employees in 1970 to today's 100 full-time employees.

This annual report will demonstrate the Department of Public Works commitment to improving the quality of life within Sheboygan. It details the amount of services provided and where the Department is allocating its resources. It highlights the competing forces within the Department and how the Department responds and adjusts while meeting the objectives set forth in the budget and by the Common Council.

For this purpose, the Department of Public Works is proud to present the 2016 Annual Report to the Common Council. It is our goal to provide accurate information to help the Council answer questions from the citizens about public works issues. The Department of Public Works is committed to constant improvement, quality service and the betterment of Sheboygan.

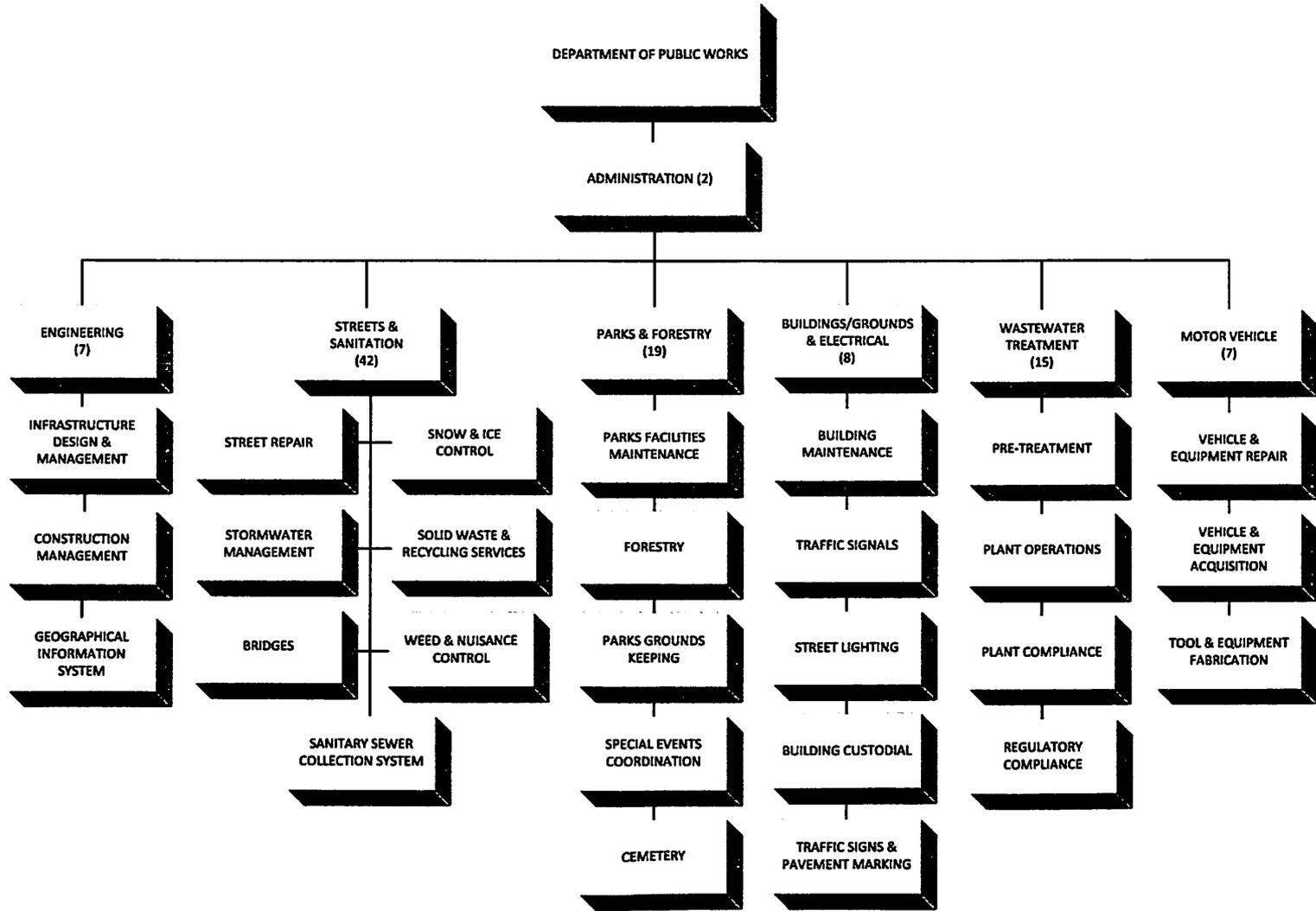


Table of Organization

**2016 Common Council**

Mayor Mike Vandersteen  
City Administrator Darrell Hofland  
City Clerk, Susan Richards  
City Attorney, Chuck Adams  
President, Mary Lynne Donohue  
Vice-President, Todd Wolf

1<sup>st</sup> Alderperson District

Todd Wolf .....John Belanger

2<sup>nd</sup> Alderperson District

Roman Draughon .....Tammy Rabe

3<sup>rd</sup> Alderperson District

Rosemarie Trester .....Mike Damrow

4<sup>th</sup> Alderperson District

Job Hou-seye ..... Mary Lynne Donohue

5<sup>th</sup> Alderperson District

Billy Thiel .....Scott Lewandoske

6<sup>th</sup> Alderperson District

Mark Hermann .....Bryan Bitters

7<sup>th</sup> Alderperson District

Andrew Schneider ..... Susan Holzschuh

8<sup>th</sup> Alderperson District

Joseph Heidemann .....Jim Bohren

2016 Public Works Committee Members

Chairperson .....John Belanger



Vice Chairperson ..... Billy Thiel



Member.....Jim Bohren



Member.....Bryan Bitters



Member.....Tammy Rabe



## **2016 Public Works Department – Mission and Goals**

### DPW Goals:

- *Provide quality infrastructure that conveys safe, efficient delivery of essential goods and services*
- *Provide clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life*
- *Deliver professional quality public service with a friendly and welcoming atmosphere*

### DPW Objectives:

#### ***Provide quality infrastructure that conveys safe, efficient delivery of essential goods and services***

- Construct, repair and maintain city streets, sewers and other critical infrastructure to ensure public safety
- Maximize agency relationships with other entities to coordinate expansion, maintenance and reconstruction of infrastructure in an equitable manner
- Develop public right of ways with designs that encourage accessibility and efficient movements
- Meet with key stakeholders early in the planning stage to gain understanding and informed consent
- Provide complete streets and use best practices to create clean and beautiful public spaces
- Continue to maintain environmental compliance below regulatory requirements
- Continue to operate the wastewater/storm water collection and treatment system in a fiscally sound manner for the benefit of our customers
- Evaluate all infrastructure for areas of insufficiency and develop an action plan to correct areas of concern
- Develop a five-year capital improvements program identifying and prioritizing the major infrastructure projects needed to meet the community's needs

#### ***Provide clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life***

- Collect and properly dispose, garbage, litter, debris, graffiti from public spaces creating a clean livable community
- Lead sustainability practices preserving natural resources and reducing energy consumption

- Preserve and maintain all facilities in a manner that provides a safe environment for the facilities' functions and occupants
- Maintain an adequate amount of active and passive recreational lands to meet current and future recreation needs
- Ensure that open space, recreation facilities and programs are designed to meet the special needs of all residents, especially senior citizens and the handicapped
- Coordinate subdivision review with all Divisions responsible for providing or maintaining adequate park facilities
- Continue to replace old and deteriorating recreation equipment at all City parks
- Continue to monitor and maintain existing park equipment to ensure its longevity and safety

***Deliver professional quality public service with a friendly and welcoming atmosphere***

- Retain, develop, and recruit individuals with self-motivation and personal responsibility while embracing diversity and overall understanding of our mission
- Provide training and acquire skills to allow individuals to succeed and grow
- Provide a safe, healthy, and supportive work environment valuing employee contributions to the community
- Improve the effectiveness, efficiency, and quality of DPW service delivery through employee development, technology and equipment
- Leverage the use of volunteers and public/private contractors to supplement the core levels of service needed
- Establish quality customer service mentality (treat others as you would want to be treated)
- Develop time management principals, scheduling – prioritization of activities through communication within the organization

## 2016 Public Works Department – Vital Statistics

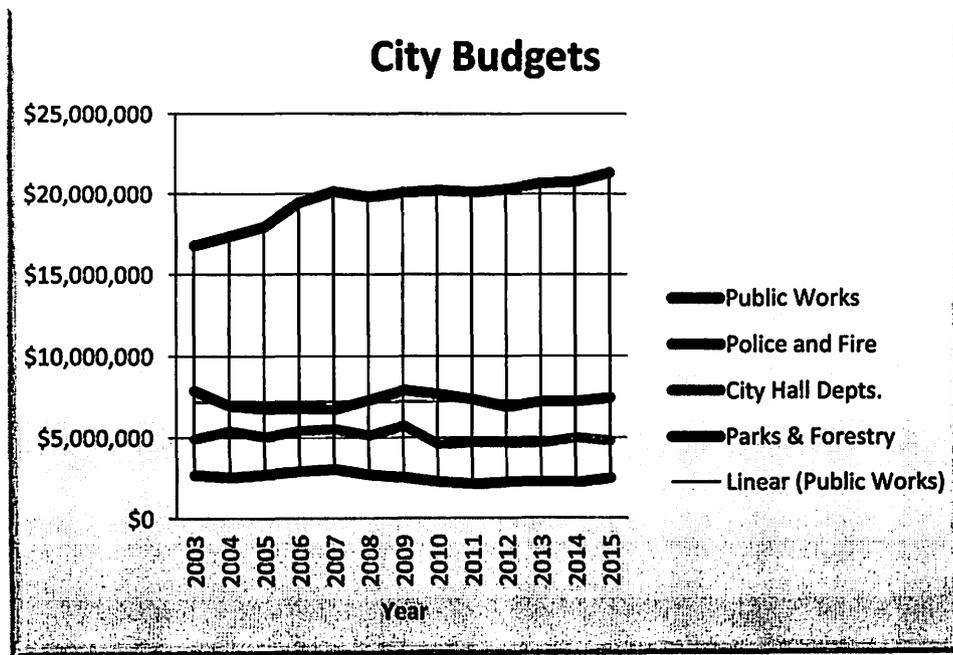
Area, Square Miles .....	14.814
Miles of Streets.....	199.7
Miles of Sanitary Sewers.....	171
Miles of Storm Sewers .....	102
Number of Bridges.....	19
Square Feet of Bridge Decks .....	185,212
Sewage Treated Daily – Millions of Gallons .....	11
Signalized Intersections.....	39
Parks .....	36
Park Acreage .....	705.45
Population .....	50,792
Trees.....	27,500
Signs.....	30,000
Lights.....	4,505

**Public Works Department Administration**

David H. Biebel ..... Director of Public Works  
 Wendy Gorges ..... Confidential Administrative Assistant  
 Linda McCabe ..... Cemetery Supervisor

The City of Sheboygan's Department of Public Works main purpose is to improve the quality of life by effectively developing, maintaining and improving the infrastructure, natural resources and community services. The administration is charged with the responsibility of developing strategy and ensuring the effectiveness of the department's activities in meeting the needs of the citizens of Sheboygan. This is accomplished through the effective planning, organizing, leading and controlling of all available resources within the department.

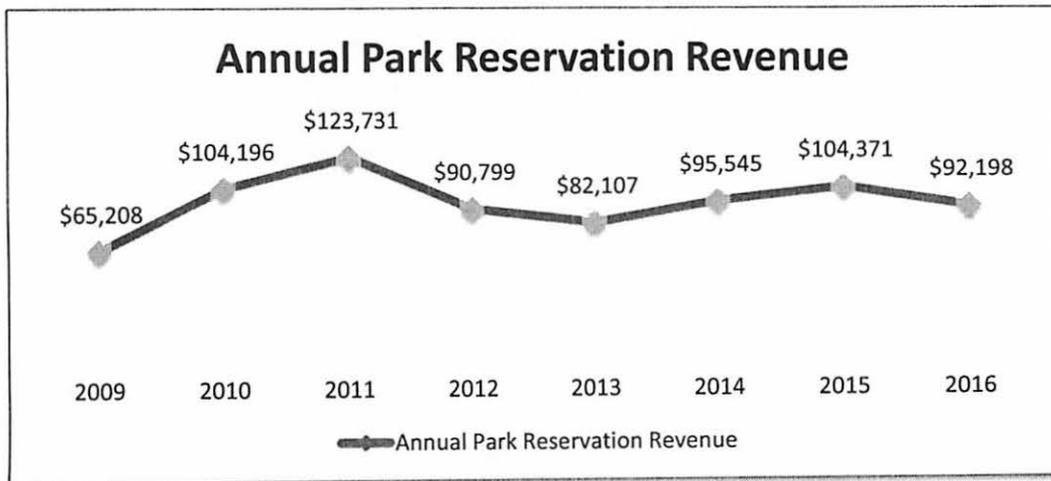
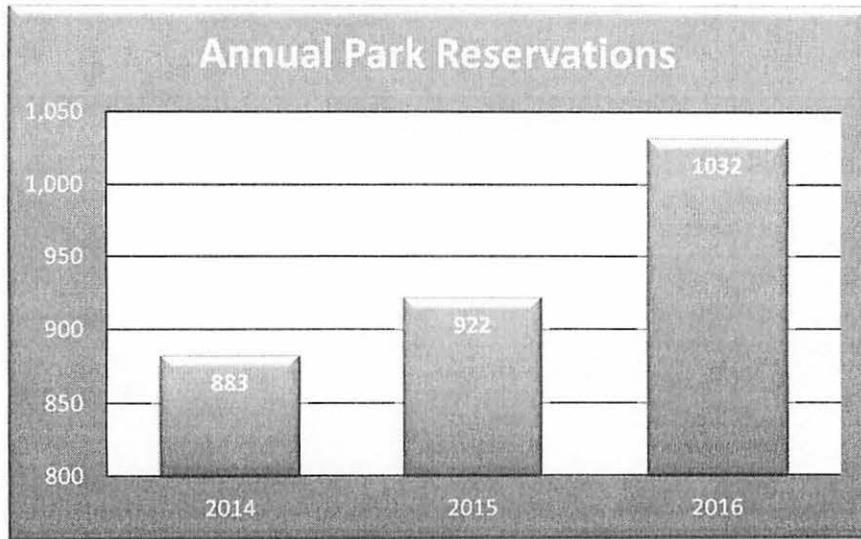
One of the most important functions of administration is preparing and controlling the department's budget. The current administration has been with the department since 1987, and has had the opportunity to participate in the development of the department's policies and budget. Overall, the Public Works and Parks budget has remained flat over the long term and well under the growth rates of other City departments as is shown in the chart below:



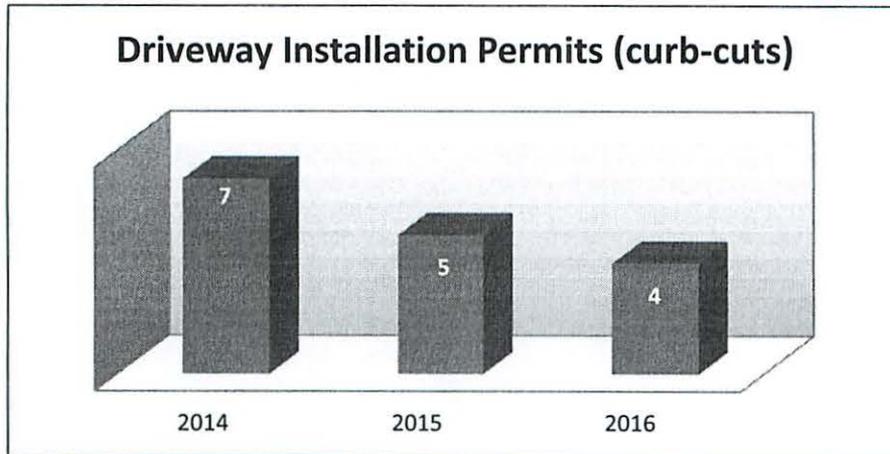
While the department's budget has remained relatively flat; the department's workload and demand for services is ever increasing. The operations of the department are not comparable to a commercial setting in which economic

demands determine the amount of labor and material needed. For example, the department does not have a fluctuation of orders for widgets, the garbage, streets and area of the City is always increasing. Furthermore, park usage is increasing and is one of the great assets of the community as shown on the annual parks reservation graph. Most importantly, a visitor's first impressions typically are the quality and cleanliness of our streets and parks.

The administration provides support services to all the divisions within the department by managing the budget, personnel transactions, customer requests and public information. The objectives of the administration are to support the necessary divisions in order for their personnel to effectively concentrate on accomplishing their objectives. In addition, the administration manages required reports for State and Federal agencies, grants, and the majority of permits and requests for service. Examples include: park permits, street right-of-way excavation permits, permits to occupy (dumpster permits), river boat slip leases.

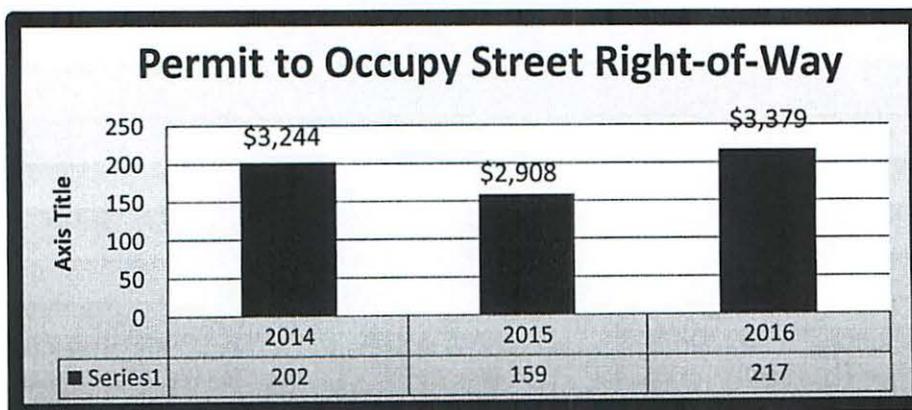


The Public Works office also handles all of the Municipal Driveway permits. Any resident wishing to cut an existing curb to install or expand a driveway must secure a permit through our offices. The purpose of this permit is to ensure proper placement of driveways so as not to cause problems. There is a small fee (\$25) for residential driveway permits. Also, a filing fee is charged for commercial driveways for recording at the Register of Deeds.



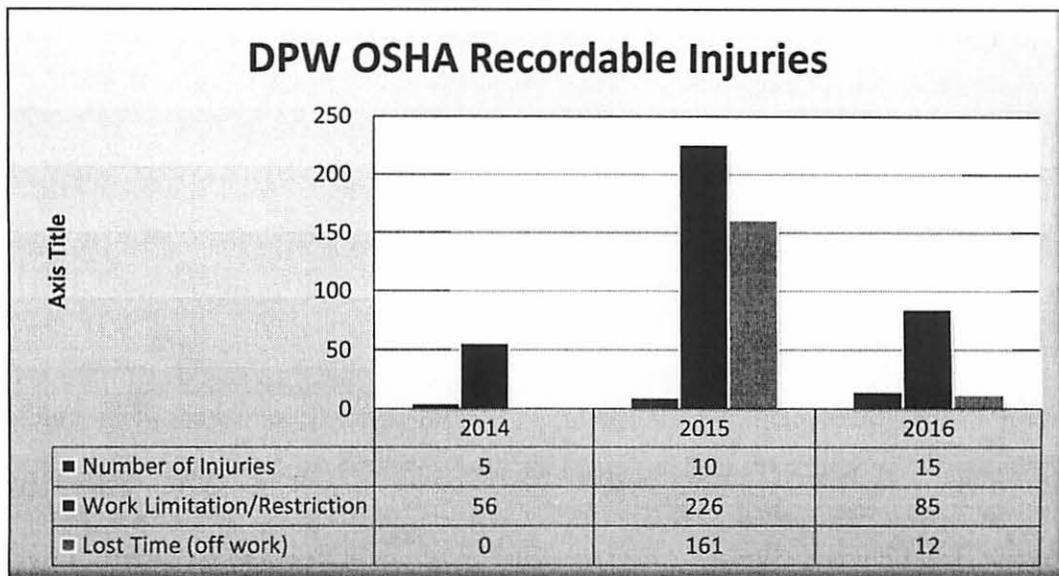
The department has seen a decrease in the number of driveway permits issued. There was an increase shortly after the adoption of the new winter parking rules which has been in effect for over a decade. Nevertheless the department encourages residents to develop and provide off-street parking. The permit issued the department allows for the proper placement of driveways to prevent issues. Off-street parking significantly helps the department in street sweeping, snow removal, garbage collections, tree trimming and other operations.

This is the same philosophy behind permits to occupy street right-of-way (ROW) or dumpster permits. This permit allows residents, businesses or contractors to occupy the street ROW, typically the parking lane, with equipment for extended periods of time. A fee is collected for this activity and is based on the length of time someone is occupying the street ROW. As a result, revenues are not directly proportionate to the number of permits.



Worker compensation claims can be a costly part of any business, especially in Public Works. The work that DPW needs to perform is especially dangerous. As a result, the administration is serious about protecting employees from injuries. Since 1991, the division had a full-time individual devoted to safety training and inspections. However, in 2010 the individual retired and the position has not been filled.

In late 2015, the department hired Mr. Jason Blasiola, Superintendent of Streets and Sanitation. Jason has a strong safety background with his previous employer, City of Milwaukee, and has made several safety improvements as indicated by the reduction in lost time in 2016 compared with 2015.



This year in an effort to engage employees and improvement work environments employees are ask to participate in discussions including safety and other topics to create a rewarding work environment. The division continues to strive for improving and providing a safe and enjoyable work environment for all employees as well as the public at our work zones.

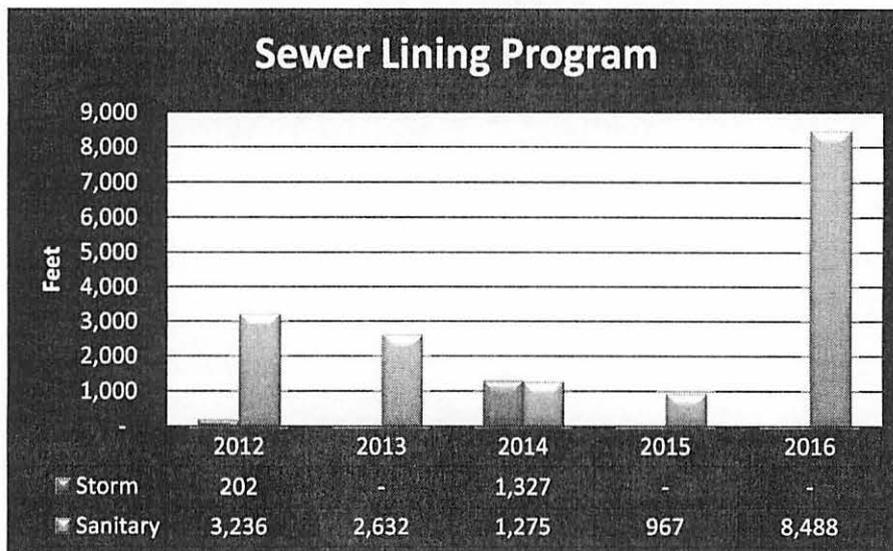
Overall, the administration is opening the lines of communication with the citizens of Sheboygan. In 2016, the department enhanced its use of social media (Nextdoor, Facebook, Twitter and Website) by providing real-time updates on road closings, construction detours, snow removal operations, garbage collection schedule changes and other critical information. In addition, the administration gives public presentations to civic groups and schools on public works projects and programs.

## Engineering Division

Ryan Sazama, P.E. ....City Engineer  
 Kevin Jump, P.E. ....Civil Engineer/Project Manager  
 Scott Isaacs, P.E..... Environmental Engineer  
 Mike Born, ..... City Surveyor/Engineering Technician  
 Vic Gatawakas ..... Senior Engineering Technician  
 Tom Horness .....Senior CAD Technician  
 Jordan Sucha ..... Engineering Technician

The Engineering Division of the Department of Public Works is responsible for the design and inspection of the City's infrastructure. Engineering has five main areas of concentration: planning and design, construction management (including inspection), surveys, maps and records, engineering management and consultant oversight. Through its programs and services the Engineering Division seeks to improve the quality of life within the City by designing and ensuring the quality of infrastructure expansion and improvement projects. The Engineering Division has a total of seven full time employees.

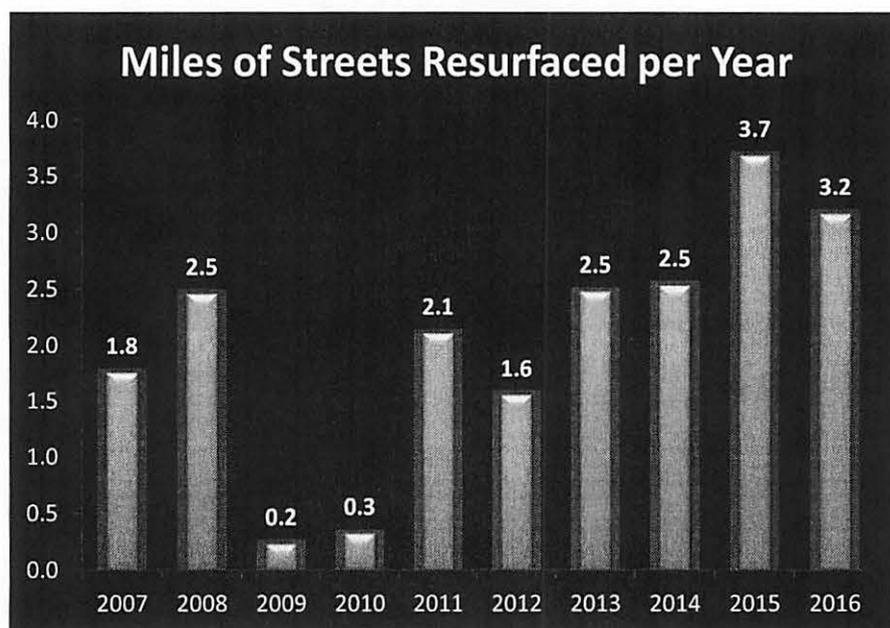
The main function of the Engineering Division is managing major infrastructure improvement projects (capital improvements program). Since 1995, the City of Sheboygan has invested over \$30 million in infrastructure improvements. The annual street resurfacing program provides the majority of street improvements. However, State and Federal funding for connecting highways provides for the major reconstruction projects. Furthermore, new subdivision development requires the expansion of streets and sewer systems.



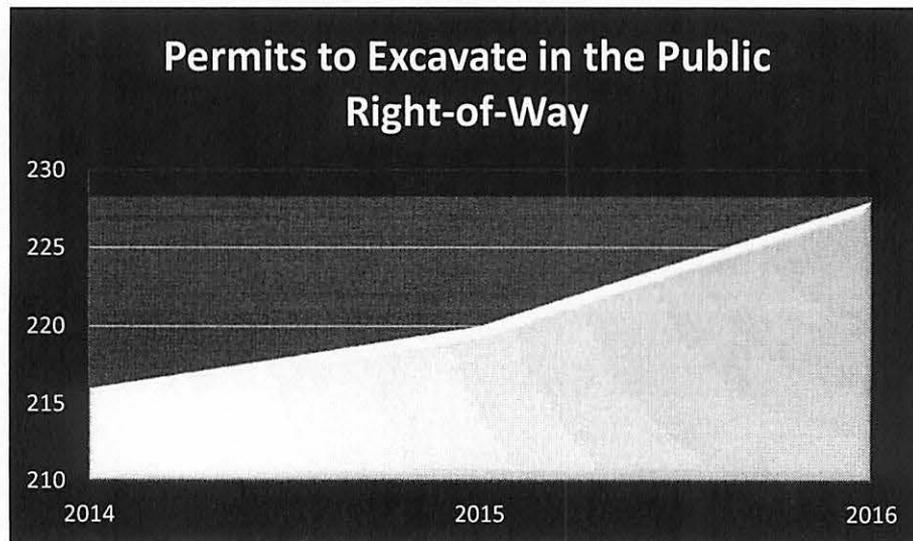
Since 2012, the Division has relined CIPP (curb-in-place-pipe) over three miles of sanitary sewer and approximately .25 miles of storm sewer. In addition to sewer construction, the Division reconstructed or resurfaced 20.4 miles of new City streets since 2012.



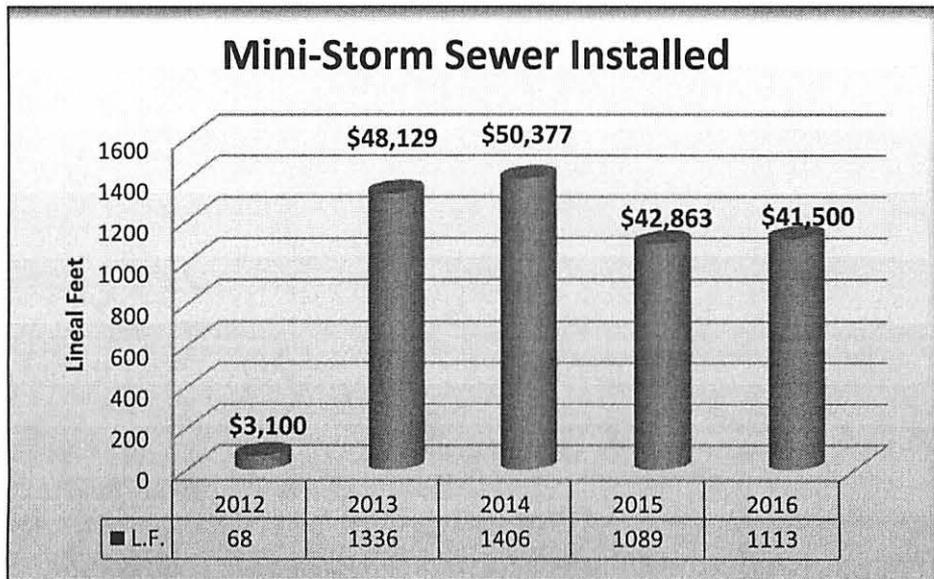
Liner Being Inserted Into Sewer Pipe



The engineering division also manages the utility cuts or excavations within the street right-of-way. This is an important program that ensures proper pavement restoration is performed. Poorly restored excavations in the street right-of-way lead to accelerated pavement deterioration.

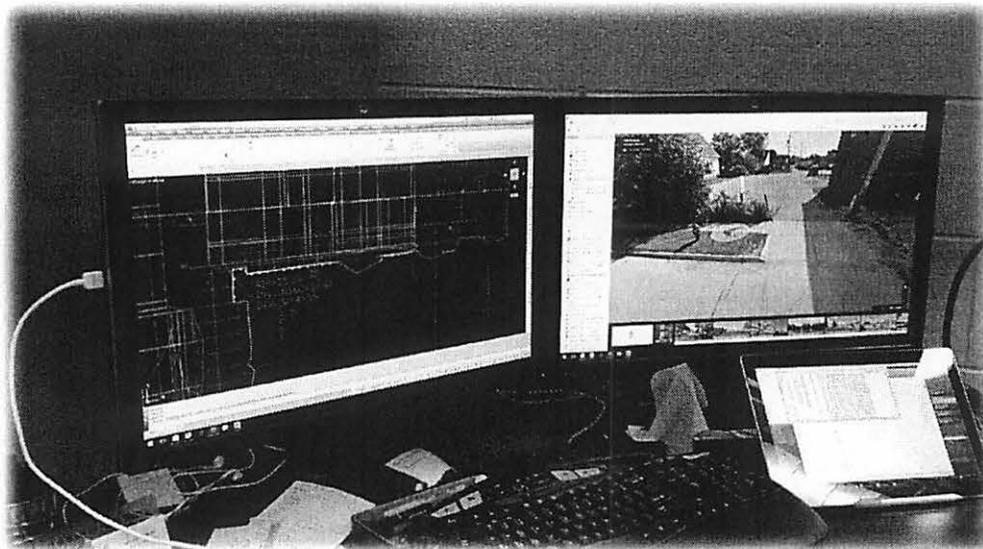


In addition and over the same time period, the Engineering division has designed and installed over \$185,000 of mini-storm sewers in the City. Since the flood of 1998, the division has taken an aggressive approach to solving clear water problems. This program continues to grow; however, the Engineering division now requires storm sewer laterals in any new construction to ensure sump pumps are not discharged into the sanitary sewers.



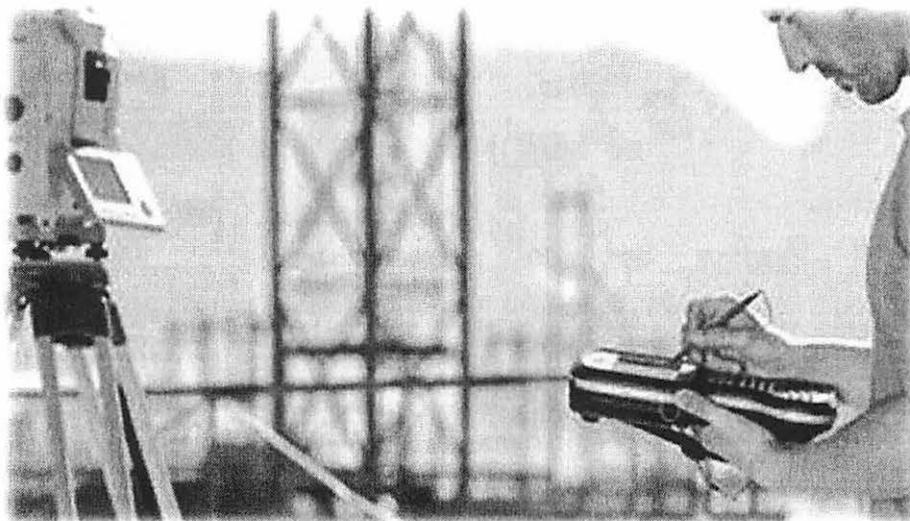
Mini Storm Sewer Installation - Backyard

Engineering also maintains all the mapping and data regarding the City's infrastructure. The City's base map is now digitally produced. It will be the foundation for all of the infrastructure and data to be captured geographically. The majority of city services, even those outside of public works, are geographic in location.



Computer Aided Design Station

Surveying data is also captured digitally and downloaded into the mapping and design software greatly enhancing the accuracy as well as speed to alter designs and review alternative layouts. Although the engineering division is technologically advanced, several of the staff has been with the Division many decades providing key historical references and information.

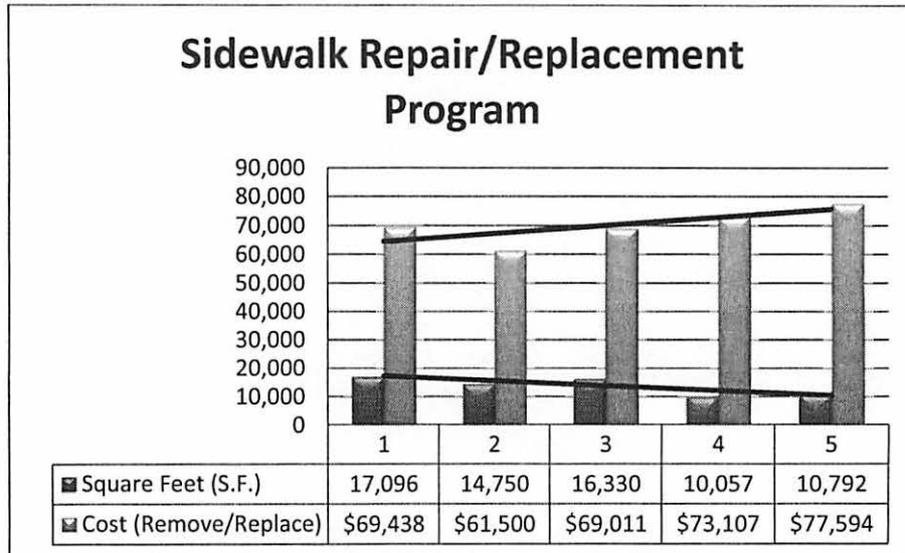


Computer Surveying/GPS Equipment

Engineering manages the City Sidewalk Program, which inspects defective sidewalk and orders their replacement. It is the City's responsibility to maintain a safe pedestrian walkway and failure to do so may result in future liability. Once notified of a defective sidewalk, the property owner has the option to do the work him or herself, hire their own contractor, or contract with the City's contractor for the sidewalk replacement. With approximately 350 miles of sidewalk, this program is ongoing.

### Sidewalk Repair/Replacement Program

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Square Feet (S.F.)	17,096	14,750	16,330	10,057	10,792
Cost (Remove/Replace)	\$69,438	\$61,500	\$69,011	\$73,107	\$77,594
Cost per S.F. (Install Only)	\$2.93	\$3.05	\$3.15	\$5.25	\$5.80



## **Parks, Forestry & Cemetery Division**

Joe Kerlin .....	Superintendent of Parks, Forestry & Cemetery
Ken Meinnert .....	Leadman
Brian Meulbroek .....	Leadman
John Klemme.....	Maintenance Worker IV
Dan Billmann.....	Maintenance Worker III
Tim Bull .....	Maintenance Worker III
Jason Harrison.....	Maintenance Worker III
Jim Lavey .....	Maintenance Worker III
Tom Perl .....	Maintenance Worker III
OPEN .....	Maintenance Worker III
Richard Beseler.....	Maintenance Worker II
John Burkard .....	Maintenance Worker II
Ryan Cyr .....	Maintenance Worker II
Dan Gilbertson.....	Maintenance Worker II
Mike Johnson.....	Maintenance Worker II
Chad Prisinger .....	Maintenance Worker II
Neil Sprangers.....	Maintenance Worker II
OPEN .....	Maintenance Worker II

The Parks, Forestry & Cemetery Division of the Department of Public Works main purpose through its facilities, programs, services and personnel, seeks to enhance the quality of life and environment; to acquire, conserve and protect natural resources; and to provide leisure opportunities for the benefit of its present and future citizens.

### **Parks, Forestry & Cemetery Goals include:**

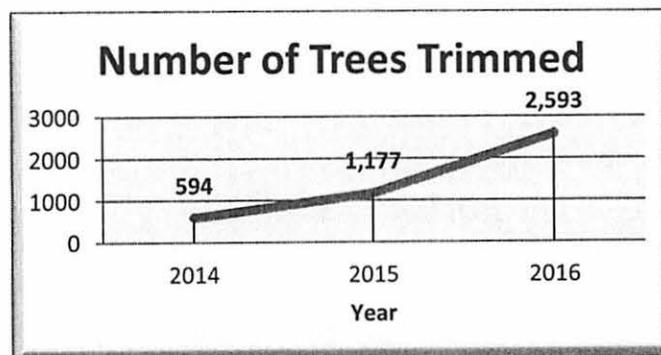
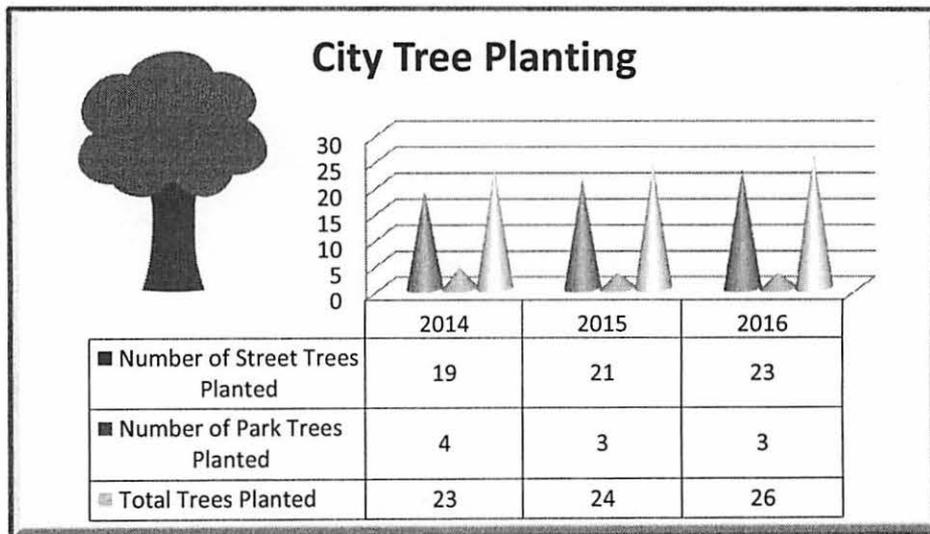
- ❑ Provide appropriate financial support for park, recreation and open space needs
- ❑ Develop an attractive diversified park system comprising of imaginatively designed indoor and outdoor areas and facilities to meet the varied interests of the residents
- ❑ Maintain the park system, in accordance with high standards, so as to contribute to the beauty, charm and quality of life of the City of Sheboygan
- ❑ Cooperate with and support the Sheboygan Area School District in the joint planning, design, development and operation of areas and community, recreation and education programs
- ❑ Utilize land and water resources in cooperation with both public and private agencies for the maximum development of recreation programs and services
- ❑ Maintain high standards in leadership, facilities and equipment consistent with the Department of Public Works and the City of Sheboygan's mission
- ❑ Provide for the planting, maintenance and preservation of all trees and flora on City owned properties

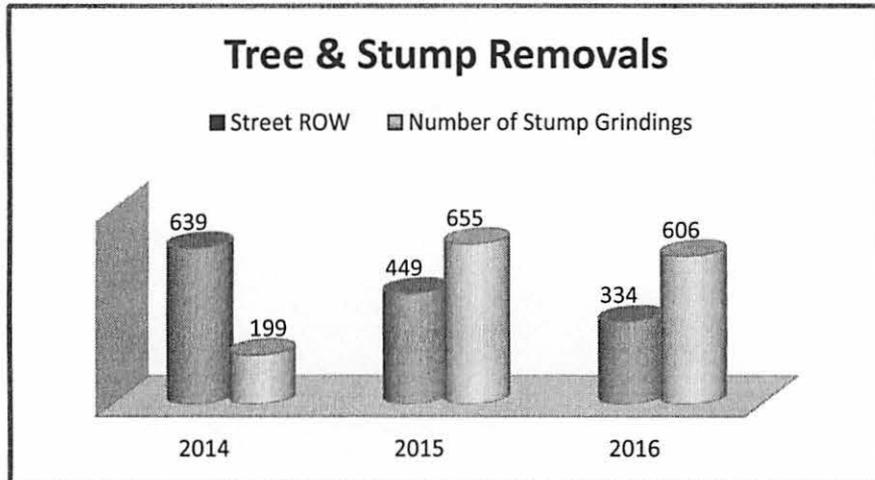
## Forestry

The City of Sheboygan has been named "Tree City USA" for the last 39 years, longest running in the State. The Department of Public Works Forestry Division is also part of the Parks Division. There are four full-time forestry employees that care for 23,000 street trees and the park trees. During the winter months, another three person crew aids in the trimming of the street trees.

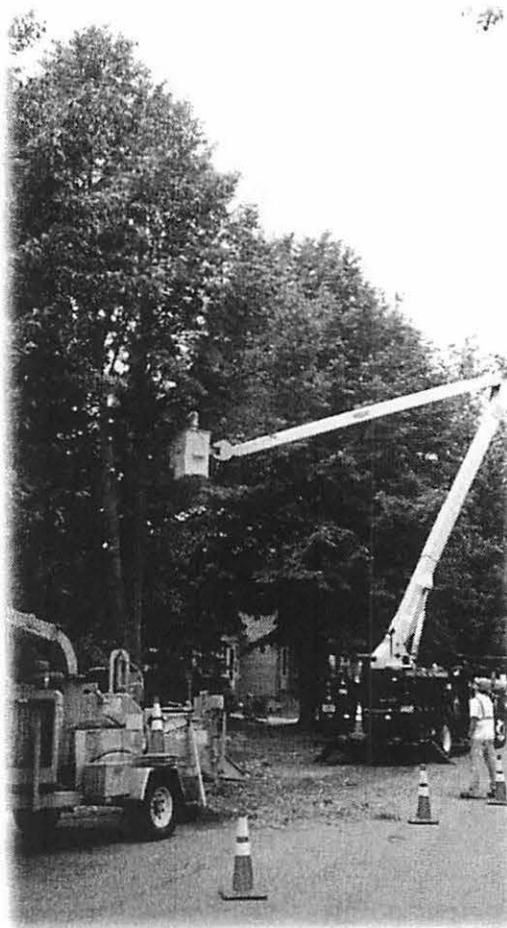
In 2016, the City Council accepted its first Urban Forestry Management and EAB Plan. It also developed a planting plan, inventorying over 3,000 possible street planting sites. Tree planting and Ash Tree management will be a priority in 2017.

There is a direct correlation between the number of trees removed and the number of trees trimmed. The more trees that need to be removed, the less time for tree trimming. In 2014 and 2015 there was a high number of tree removals. In 2016, less trees were removed which resulted in more trees being trimmed. Department efficiencies and the ability to have a second tree crew longer because of a mild winter, also helped in the trimming of more trees.





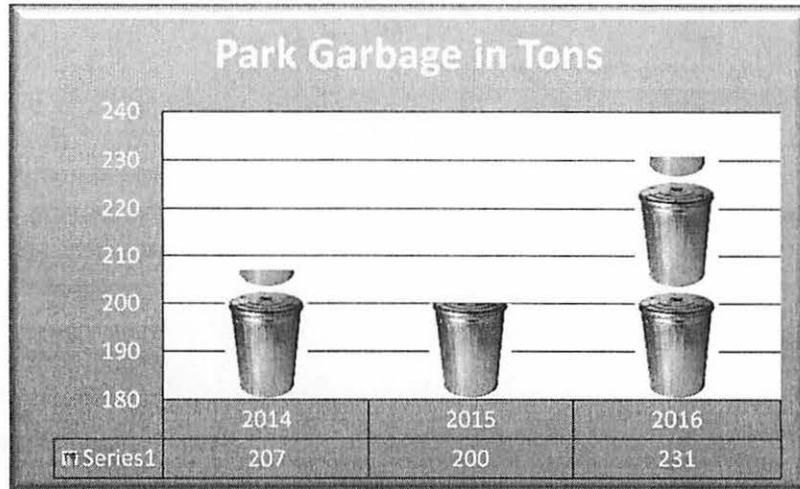
With an increase in tree removals in 2013 and 2014, there was also an increase in stumps to be removed. It took the forestry crew several years to remove all stumps from the previous and current year's removal. This was finally completed in 2016.



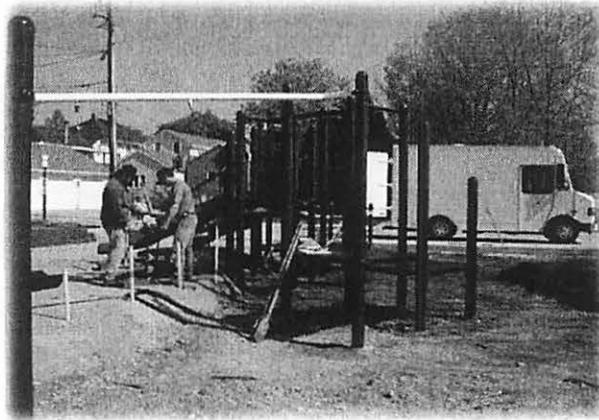
City Tree Trimming (Elevating)

## Parks

The Parks section is responsible for maintaining and improving the City Park system. One activity is garbage collection. The last three years have been fairly stable in the amount collected. In 2016, the slight increase could be contributed to an early spring. Good weather and increase park rentals attribute to higher usage and increased park garbage.



Along with garbage collection, the Park's Maintenance crew performs a variety of functions to ensure a clean, safe and enjoyable park environment. Grass cutting, park buildings, park bathrooms and park maintenance dominate the summer season. The parks crew cares for 11 open shelters, 6 enclosed shelters, 1 band shell, 19 playgrounds, 2 splash pads, 1 archery range, 3 beaches, 36 parks and over 536 park acres. There are over 130 acres of parks to mow. The division is also responsible for mowing street boulevards.



Park Maintenance Crew



In addition to routine maintenance items, the Parks division is responsible for delivering park equipment to the major festivals and smaller gatherings within the park system. The division charges fees for the use and delivery for extra parks equipment at events. Other than equipment and park rental fees the majority of the parks are available at no charge to residents and non-residents. The division does have a higher fee for non-residents.

Park Equipment Used 2016

Event	Park	Straight 4' Bench	Straight Tables	Combo Bench	Combo Tables	Mobile Stage	Wood Stage	Old Stage	Grills	Snow Fence	Garbage Barrels	Trailer Chairs	Dance Floor	Bleachers
Brat Days	Kiwanis		40		80	1		1		45 Rolls	80			
Graduation	Vollrath	200+				1					40	1	1	
Greeks	Deland	15	40	20	30	1					30			
Gus Macker	Deland		20		11				3ckn					3
Ice Bowling	Blue Line		24	16		1							1	
July 4th	Lakefront		89	80	106	1			4	6 Rolls				
Lakeshore Wknd	Blue Harbor		90	32	70	1	1			8 Rolls	50	1	1	
Misc. Permits	All over town	118	152	116	303	2	4		39	136	210	4	3	6
Totals		333	455	264	600	8	5	1	43	195	410	6	6	9
										9,800'				

Jaycee Park/Quarryview has become a destination park. The old quarry is spring fed and provides area residents with the opportunity for summer swimming activities. In 2013 the City partnered with a private company to provide a true destination Aquatic Park. The company leases the Quarryview Center and beach; provides beach activities, shallow swim area and an inflatable area where users must wear a lifejacket. Stand up surf board, kayaks and other water equipment can also be rented and used in the Quarry. An entry fee is required for Aquatic Park.

A long-rang plan needs to be completed for this area. Jaycee Park provides several recreational actives including the Quarryview Center and beach, disk golf course hiking and mountain bike trails. This park is also positioned along a beautiful stretch of the Pigeon River.



Sheboygan Quarry

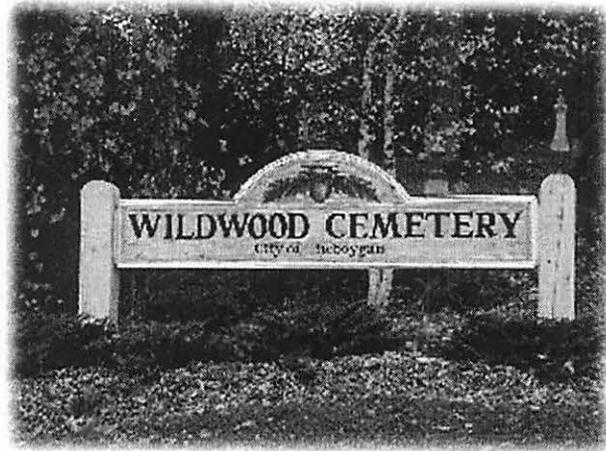
However, the facility is limited in future expansion. The long-range plan for the Division is to study the feasibility of establishing an outdoor pool and splash pad activity center. Given the success of the Quarry, this idea needs further inquiry.

The Division also issues dive permits for persons wishing to dive at the Quarry. Persons diving at the Quarry must be Professional Association of Diving Instructors (PADI) certified in order to receive an annual permit. There is no charge currently for this permit.

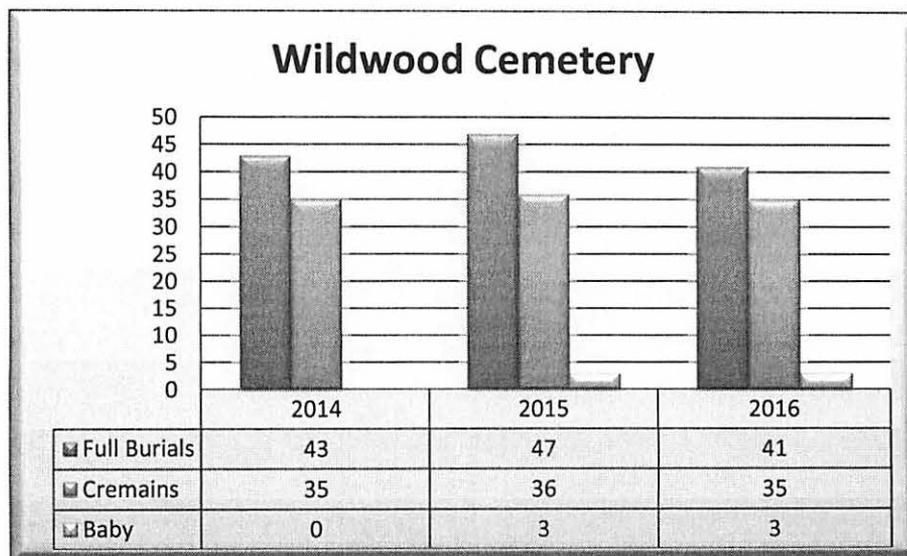
Another popular City park destination is the Elwood H. May Environmental Park. This facility is unique in that it remains in a natural state. Its primary focus is environmental education and stewardship. Over the past few years, there have been several staffing changes. Until 2012 the City provided a Director, Naturalist and a Caretaker. In 2012, the Director was given a new position as Superintendent of Parks and Forestry for the city, leaving Maywood without a Director on site. In 2015, the Maywood Trust worked with the City to provide a Director again in exchange for a Naturalist. The City provides the financial support for the Director but the position is

employed by the Maywood Trust. In 2016 a Management Plan was also completed for the Park.

### Wildwood Cemetery



The City of Sheboygan, Department of Public Works has owned and operated the Wildwood Cemetery since the 1850's. The cemetery is 62 acres and has over 25,000 graves with perpetual care, with approximately 20,000 burial lots remaining. Of the 62 acres, 40 acres are intensively maintained and the remaining 22 acres are reserved for future use. The cemetery has one dedicated full-time employee, and is supported by Park staff and seasonal employees to provide quality death-care services to families in their time of need.



## Streets & Sanitation Division

Jason Blasiola .....	Superintendent of Streets & Sanitation
David Groves .....	Supervisor of Operations
Scotty Buboltz .....	Leadman
Clark Kleinhans .....	Leadman
Bruce Matzdorf .....	Leadman
Brandon Munnik .....	Maintenance Worker III
Nick Binsfeld .....	Maintenance Worker IV
Ben Mohar .....	Maintenance Worker IV
Kevin Prisinger .....	Maintenance Worker IV
Mark Wilhelm .....	Maintenance Worker IV
Chris Anderson .....	Maintenance Worker III
Mark Kuhfuss .....	Maintenance Worker III
Jason Brill .....	Maintenance Worker III
Adam Gilson .....	Maintenance Worker III
Travis Hill .....	Maintenance Worker III
Gene Kunstman .....	Maintenance Worker III
James McKenzie .....	Maintenance Worker III
Maurice Vreeke .....	Maintenance Worker III
Matt Yancey .....	Maintenance Worker III
OPEN .....	Maintenance Worker III
Tim Allee .....	Maintenance Worker II
Mike Bender .....	Maintenance Worker II
John Bridges .....	Maintenance Worker II
Jim Brom .....	Maintenance Worker II
Chad Jones .....	Maintenance Worker II
Chad Kuehn .....	Maintenance Worker II
Travis Larson .....	Maintenance Worker II
Tyson Pitsch .....	Maintenance Worker II
Scott Plehn .....	Maintenance Worker II
Nate Schanno .....	Maintenance Worker II
Brian Schmitt .....	Maintenance Worker II
Tom Trumm .....	Maintenance Worker II
Rick Van Der Vaart .....	Maintenance Worker II
James Gilliam .....	Maintenance Worker I
Robert McNitt .....	Maintenance Worker I
Mark Polich .....	Maintenance Worker I
Dave Smith .....	Maintenance Worker I
OPEN .....	Maintenance Worker I

The Streets & Sanitation division is the largest division within the DPW. The division has 39 full-time employees. Street excavation repairs, tarring or crack filling, pothole repair, asphaltting and concrete work are some of the most common activities. In addition to street maintenance, sanitation handles the garbage and recycling program, drop-off site and sewer maintenance and construction. Street sweeping is

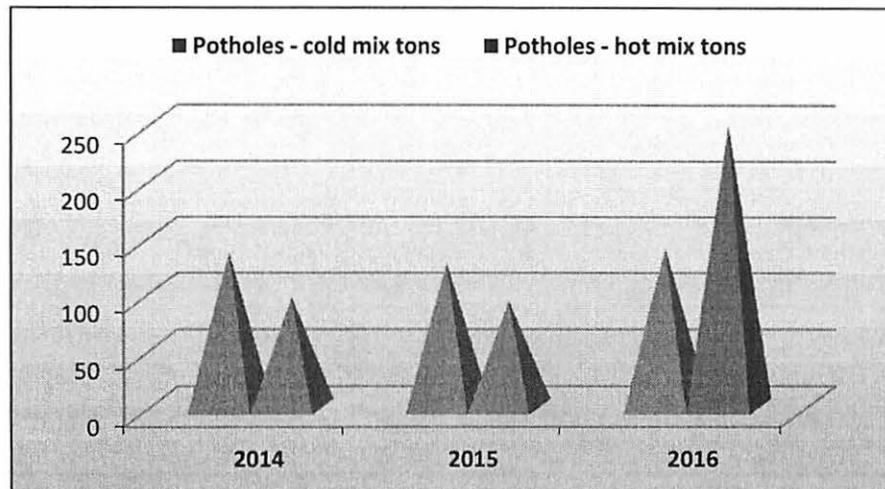
yet another function within this division; as well as snow and ice removal, barricading and celebrations.

### Street Maintenance

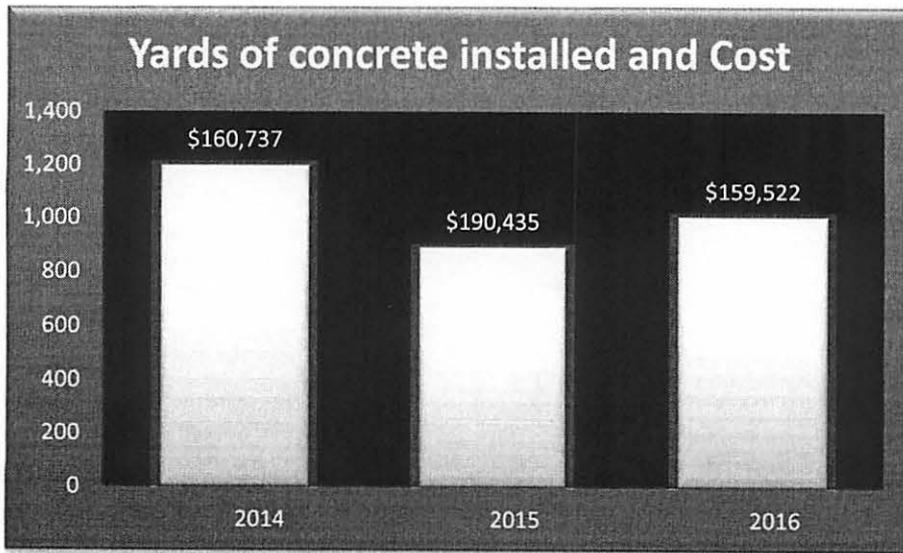
Street maintenance is one of the major functions within the division and most costly. In 2005 the budget for street maintenance was \$1.35 million. In 2016, the budget was \$1.41 million. The division performs street repairs as well as repairs from contractor's utility excavations within the street right-of-way.

The streets division has made a concerted effort to fill pot holes using hot mix asphalt during the construction 2016 season. By using hot mix it makes a better longer lasting repair. As shown in the graph below DPW placed 248 tons of asphalt in 2016 as compared to 93 tons in 2015.

During the winter month when hot mix is unavailable, cold mix asphalt is the only alternative. Cold mix asphalt does not adhere to road surface and will evenly come loose. DPW makes every effort to revisit these areas and install hot mix during the summer months.



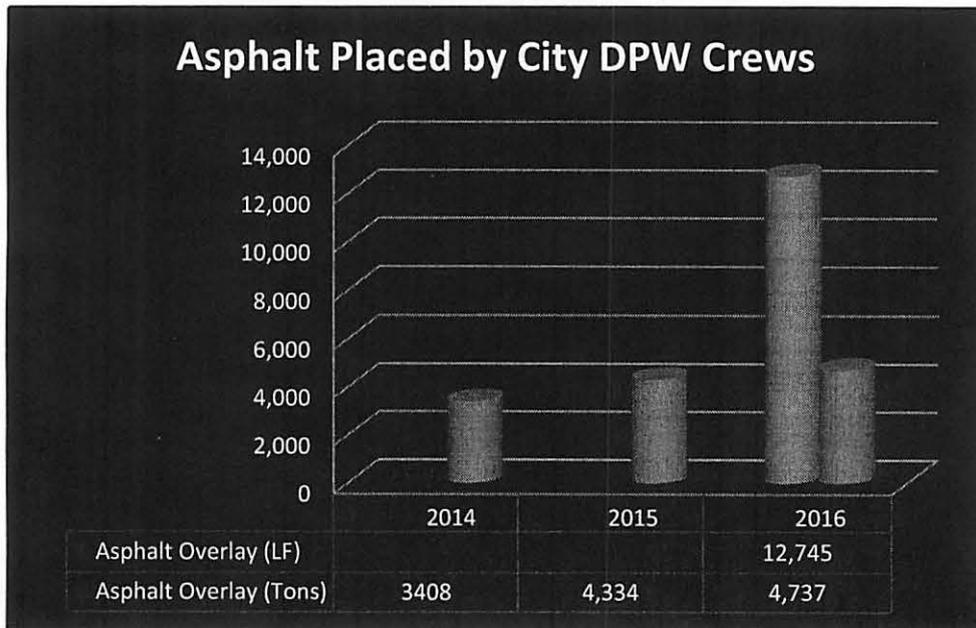
According to the data provided below, the division has experienced a downward trend in the quantity of concrete used. This is due to a variety of reasons. The division is using more asphalt with an asphalt paver. The Water Utility and Wisconsin Public Service (gas) are performing their own street repairs as a result of their work. This work is inspected by the division to ensure quality and to prevent premature failures. Overall, the division is pleased with this arrangement because it allows our crews to concentrate on more important repairs and maximize the effectiveness on street repairs.



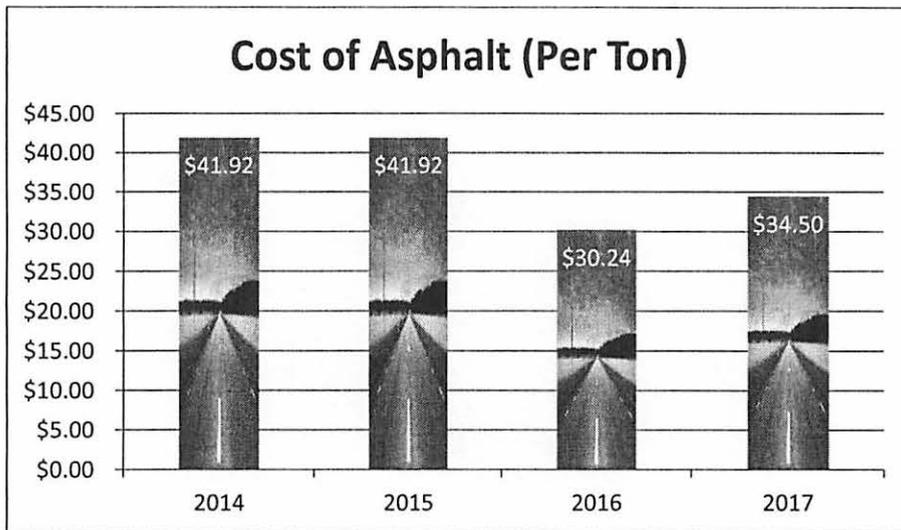
Concrete Crew

Asphalt is placed on streets with blacktop overlays. Furthermore, streets are resurfaced with asphalt when the pavement becomes deteriorated. The division purchased an asphalt paver in 2000, which allows the DPW to pave large areas that were not possible previously. In 2017 DPW will take delivery of new asphalt paver. As a result, the division has had large increase in the amount of tons used. For example,

the work on North Avenue, Sulk Trail, South Water Street, North 20<sup>th</sup> and Wilgus Ave was completed entirely with DPW forces. DPW placed 4,737 tons of Asphalt with the paver and overlaid 12,745 linear feet of asphalt in 2016.



DPW purchases the majority of the asphalt that we use from Sheboygan County Highway Department. The end result lowered our overall cost per ton.



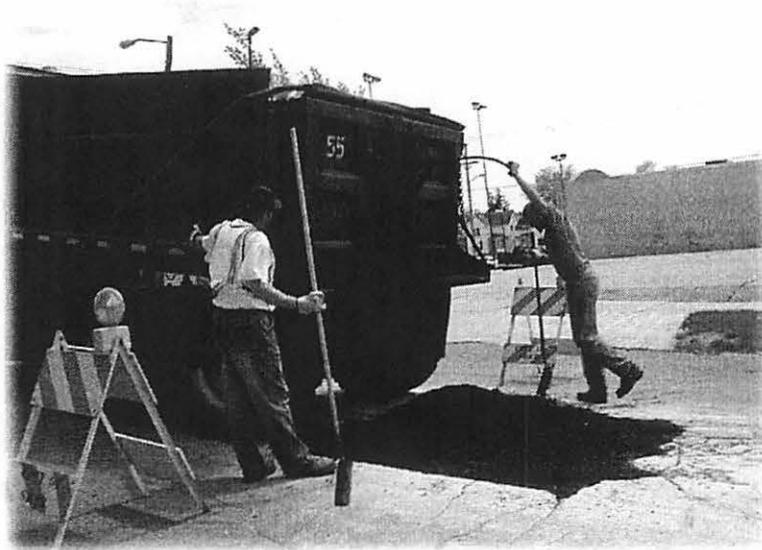


Asphalt Paver

Street Right-of-Way (ROW) excavations (service holes) occur when contractors need to dig within the street ROW to repair, replace or install utilities. It is important to regulate this activity to ensure protection not only of the street but other underground utilities as well. Street excavations disrupt traffic and public services. Therefore, coordination of street ROW excavations is important to protect existing utilities and maintain the integrity of the street network.

In previous years, the Street Division would perform all the repairs. This activity would take a considerable amount of time and resources away from other street division projects. Therefore, the division has shifted this work back to the contractor's or utilities performing street ROW excavations. Although others are now performing the work, the division ensures the quality of the repair through the permit process and frequent inspections.

Overall, the division has witnessed an increase in the amount of utility service holes in city streets. Telecommunications deregulation has opened the competition and the result is more companies installing new communication wires. In addition, the gas utility has been systematically upgrading their infrastructure.

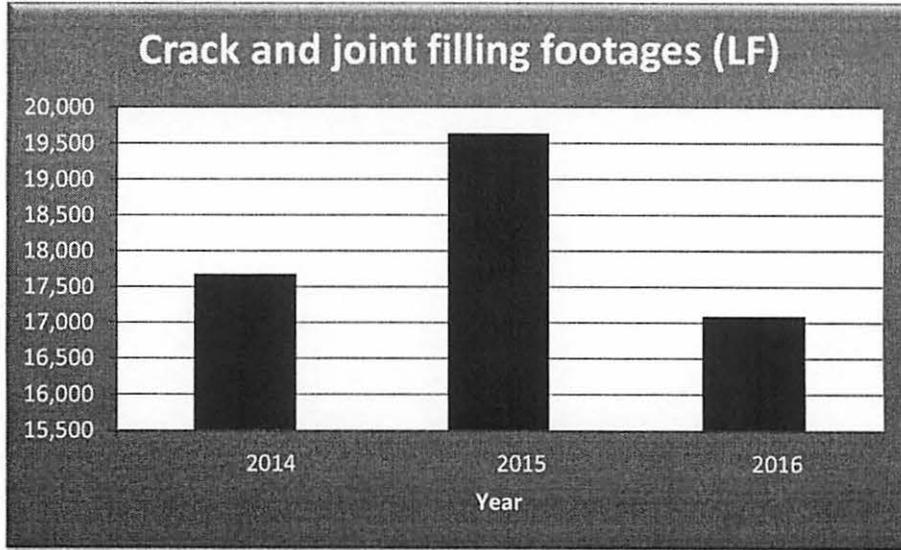


Street Excavation Patch

Crack filling is performed on a two-year, five-year and ten-year cycle, in that streets with asphalt overlays or new streets have cracks filled during these time periods. It is very important to fill cracks to prevent water from penetrating into the pavement, which will cause further deterioration. This program started in 1985 and has been very successful.



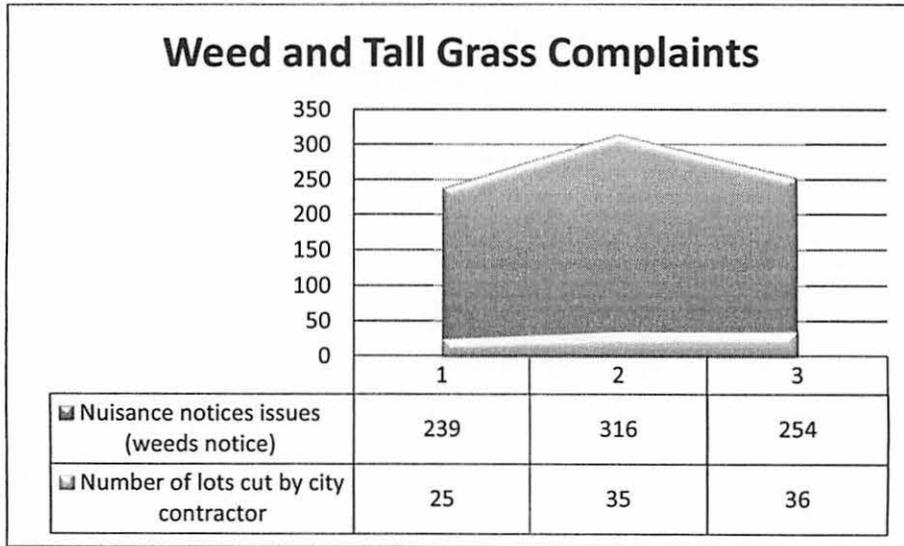
Crack Filling on Asphalt Overlay



Another function the streets division is responsible for is the response and control of noxious weeds and tall grass complaints. The division takes calls on a complaint basis and will respond to verify if there is a problem. The supervisor notifies the property owner when a violation is discovered and gives 48 hours' notice to cut the weeds or grass.



A follow-up inspection is then necessary to see if the problem has been rectified. If not, the supervisor will then notify the City's contractor to proceed with cutting the weeds or grass. As one can imagine, this process is time consuming. However, it is a necessary program that helps maintain the high quality of life within our community.

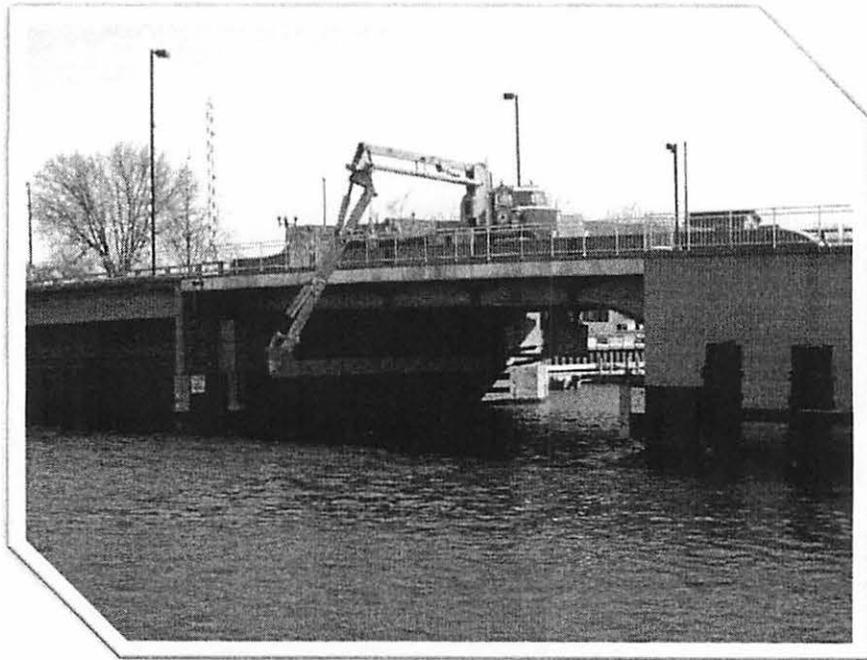


### Bridge Maintenance

Bridge maintenance is another major function under the Street and Sanitation division. The City has 16 bridges with over 153,000 square feet of bridge decking. The 8<sup>th</sup> Street bridge over the Sheboygan River is the most expensive bridge in terms of maintenance and operation. The bridge has a lift span that must be opened for maritime traffic. From May 1 through October 31 the bridge is staffed with tenders that open and close the bridge for boaters.

There has been a significant drop in the number of bridge lifts for boaters. This is mainly attributed to the low lake and river levels; nevertheless, boating west of the 8<sup>th</sup> Street Bridge has declined from previous years.

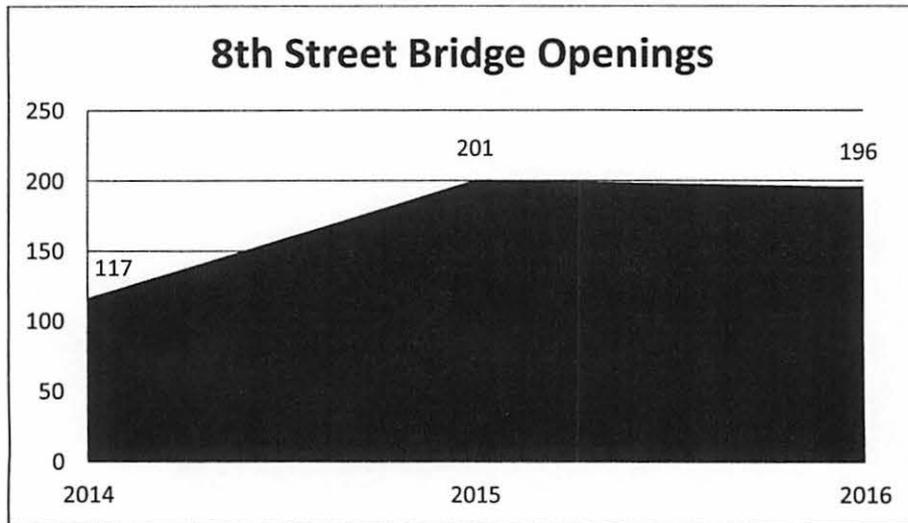
The bridges are inspected biannually under State and Federal regulations. The division contracts with the County, whom has a certified bridge inspector, to perform the inspections (except for the 8<sup>th</sup> Street bridge). The 8<sup>th</sup> Street Bridge is not included because of its complexity. In addition to inspections, the division seal coats half of the bridges every year. Recently, the division has also resurfaced two bridge decks (Pennsylvania Avenue and North 14 Street) to prolong the life of the decks.



8th Street Bridge being inspected



8th Street Bridge deck being seal coated (County Highway Shared Service)



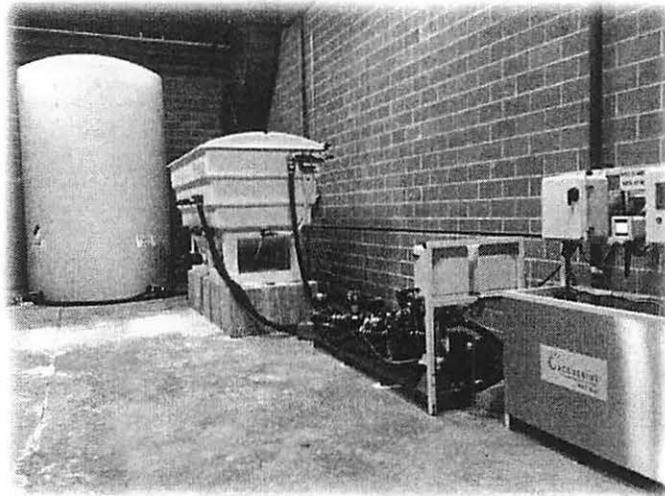
Eighth Street Bridge Controls

## Snow & Ice Control

Snow and ice control is one of the most important and visible activities the division performs. The division takes a proactive approach through advance planning, work crew training, equipment readiness, deicing agents, monitoring weather forecasts, dispatching crews and public notification.



Road Treated With Salt Brine



Salt Brine Production Equipment

In early 2016 the division purchased brine making equipment. The direct application of brine, also known as anti-icing, can be applied to road surfaces up to three days prior to a snow event. Applying the brine to the roadways will prevent the snow and ice from forming a bond with the road surface. By preventing the bond it becomes easier to remove the snow from the roadway.

DPW started to pre-treat the main arteries prior to snow events in 2016. The brine has prevented the buildup of snow on these roads and has made cleanup efforts more effective.

In addition to anti-icing, DPW salt and plow trucks have the capability to apply brine to the salt as it is applied to the road surfaces. Applying brine to road salt is called pre-wetting. According to recent studies, pre-wetting salt can reduce salt usage by 30%. By pre-wetting the salt with brine prior to being applied to street, it is activated and starts working when it comes in contact with road. Whereas dry salt needs to come into contact with precipitation before it will to start work. When dry salt is applied to roadways researchers have found that up to 30% of the salt bounces and scatters into the curb lines. Pre-wetted salt does not bounce as much and stays in the roadways.



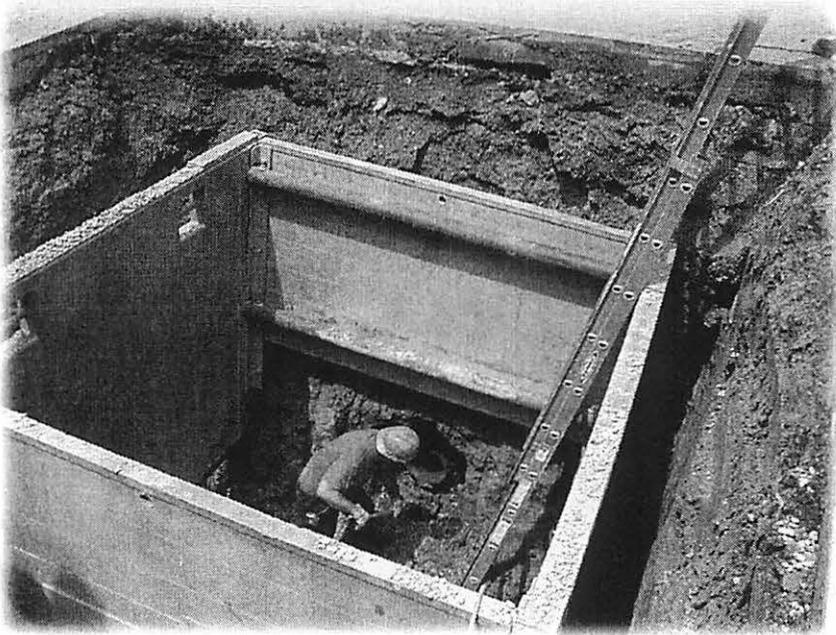
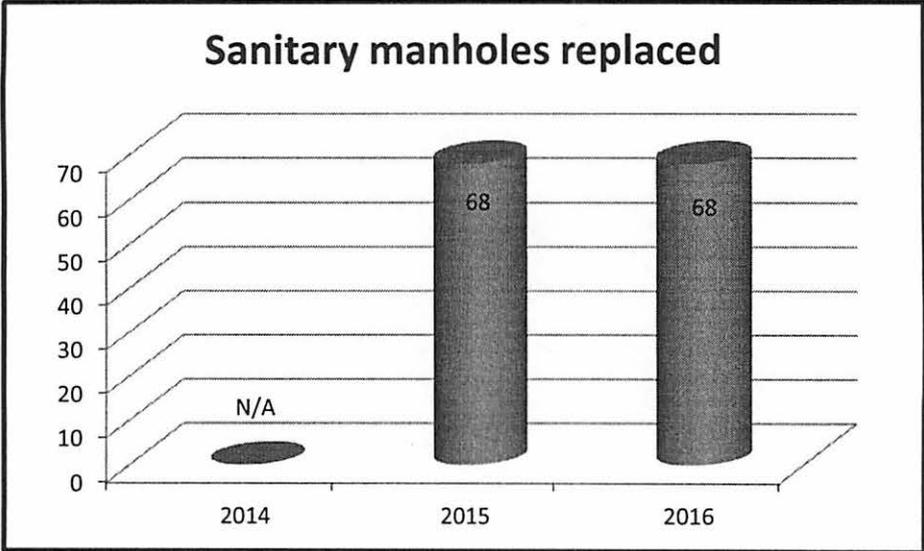


Over the past four winter seasons, the City of Sheboygan as experienced an average of 24 snow events a year that required the DPW to respond. The four average snow fall totals is 49 inches and salt tonnage used is 4,133.

#### Winter Snow Operations

Year	EVENT #	EVENT DURATION (HRS)	EVENT PRECIPITATION (INCHES)	TOTAL MAN HOURS	LABOR COST (AVG)	SALT (TONS)	SALT COST (TONS)
2012-2013	24	319.25	61.50	4,004	\$ 126,126	5,012	\$ 297,574
2013-2014	32	248.00	69.25	4,680	\$ 147,428	4,667	\$ 283,777
2014-2015	19	124.50	29.00	1,960	\$ 61,740	2,302	\$ 162,055
2015-2016	22	332.25	39.70	3,115	\$ 98,107	4,552	\$ 320,433

Sanitary & Storm Sewer Construction



Preparing to Install a New Sanitary Manhole



Precast Manhole with Rubber Boot

In 2016 the Street Maintenance Division worked closely with the Engineering Division. DPW crews worked ahead and performed the majority of underground repairs prior to the Engineering Division's contractor preformed road repairs. On South 17 Street between Indiana Avenue and Union Avenue, DPW crews fixed multiple sanitary manholes before the street was repaired.

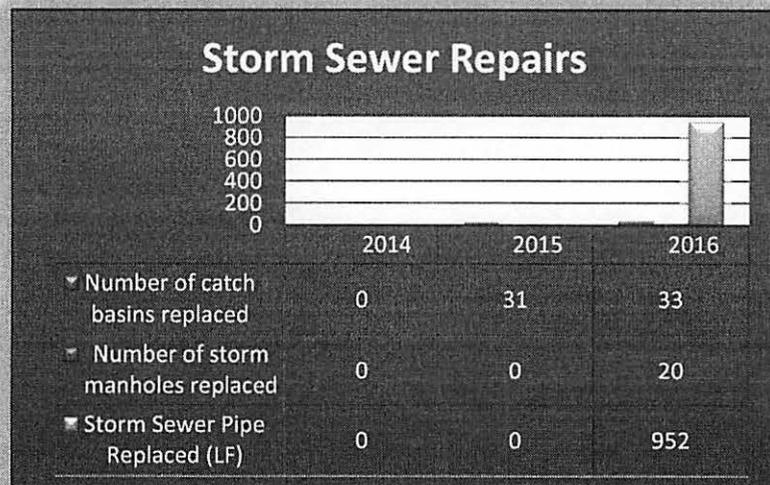
In addition to the South 17 Street project, DPW crews repaired other sanitary manhole throughout the city based on their condition and their location.

Over the last two years, DPW has replaced 68 sanitary manholes. The division uses precast concrete manholes (pictured above) as replacements. Often times, they are replacing cream city brick manholes that were built by hand in the late 1800s. Using precast structures makes for faster and easier repairs, limiting the amount of time that our employees are working in an excavation. Precast structures also limit the amount of infiltration from ground and surface water.



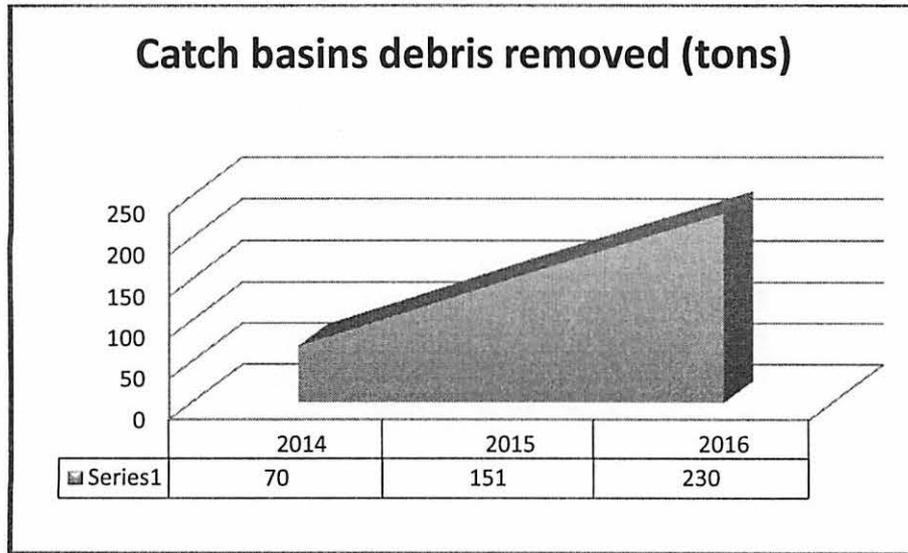
Storm Drain (Catch Basin) Installation

Along with replacing sanitary manholes on South 17 Street, crews also replaced catch basins and storm water manholes. Replacing the entire manhole is more time consuming, but it is more effective over the long term because the manholes are precast concrete and allow little opportunity for groundwater infiltration compared with older manholes constructed with block, brick or a combination thereof. Whenever possible, crews try to increase the size of the pipe when replacing catch basin leads. Unfortunately, this is not always possible due to the fact that other buried utilities may be in conflict with the storm sewer pipe. In 2016 DPW replaced 33 catch basins, 20 storm manholes and over 900 linear feet of storm sewer pipe.



## Stormwater Management

In addition to flooding concerns, the State of Wisconsin now requires the City to permit its storm sewer system through the Wisconsin Department of Natural Resources (WDNR). The permit requires "best management practices" (BMP's) to ensure water quality. Two major BMP's are street sweeping and catch basin cleaning. In 2000, the sanitation division started to systematically clean catch basins. Prior to this period, the division cleaned basins only on a complaint basis. Therefore, the first year experienced a large amount of tonnage collected due to the infrequent cleaning in the past. In 2016 DPW removed over 230 tons of debris from the catch basins.



Sewer Whirlwind Catch Basin Cleaning Truck



Catch Basin Before Cleaning

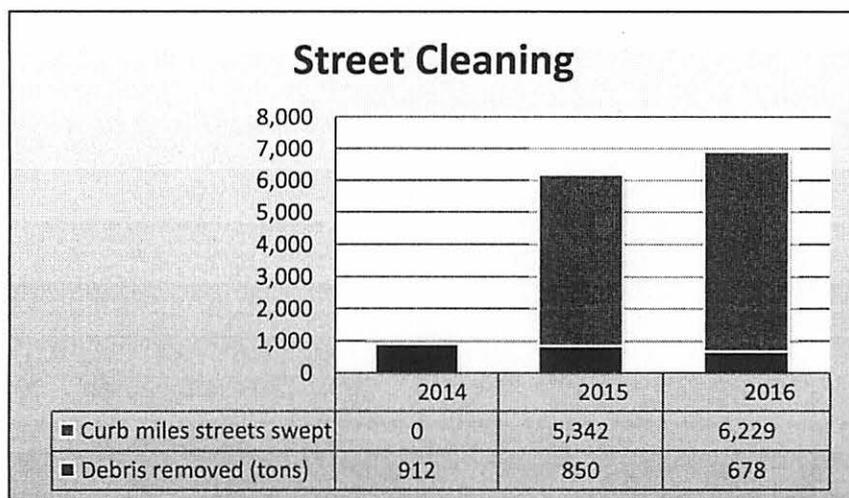


Catch Basin After Cleaning

## Street Sweeping

Beginning in 2000, the division rerouted some of the street sweeping routes to comply with the WDNR's storm water permit requirements. Overall, the amount of tonnages collected, as part of the street-sweeping program has been fairly consistent with a slight trend downward. One change that has significantly affected the program was the requirement to dispose of the street sweeping debris in a landfill. Previously the material was used in backfill or composted.

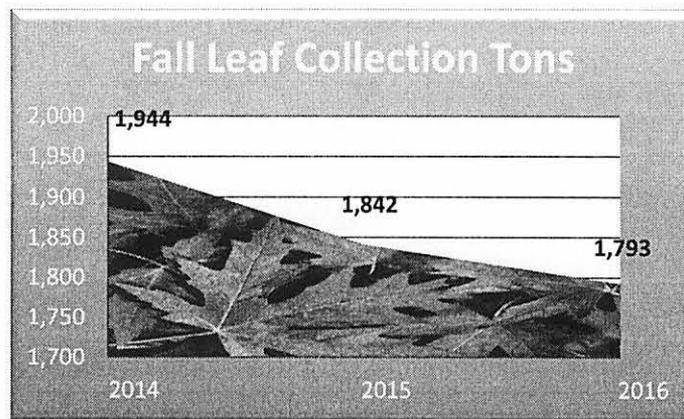
The DPW has three sweepers that are regenerative air/vacuum sweepers and one mechanical sweeper. During early spring DPW will dispatch all four sweepers for heavy sweeping. After, the City has been completely swept one time; two sweepers are kept on through the rest of the year as weather permits. In 2015 the sweepers swept 5,342 miles of streets and 6,229 miles of streets in 2016.



## Leaf Collection

The street's division coordinates the fall leaf collection program. Every fall, between the months of October and November the City allows residents to rake leaves into the parking lane of the street to facilitate efficient collection of leaves. Because the division is already performing street sweeping it is most effective to allow the residents to rake their additional leaves from their property into this designated area.

Some communities prefer to only allow leaves to be raked onto the grass terrace between the curb and sidewalk. This causes problems for the division because our equipment is set-up for street pick-up. Furthermore, winds tend to deposit the leaves into the street from street trees. As a result we need to sweep the street. Many Wisconsin public works departments prefer to pick-up leaves via this method.



In 2016, the Division purchased three leaf vacuum wagons (picture below). The new wagons allow for a DPW employee to ride on the wagon and control the vacuum unit that picks up the leaves off the street. There has been a slight downward trend in the amount of leaves picked up off the street over the last three years. In 2015, DPW collected 1,842 tons of leaves and 1,793 tons of leaves in 2016.

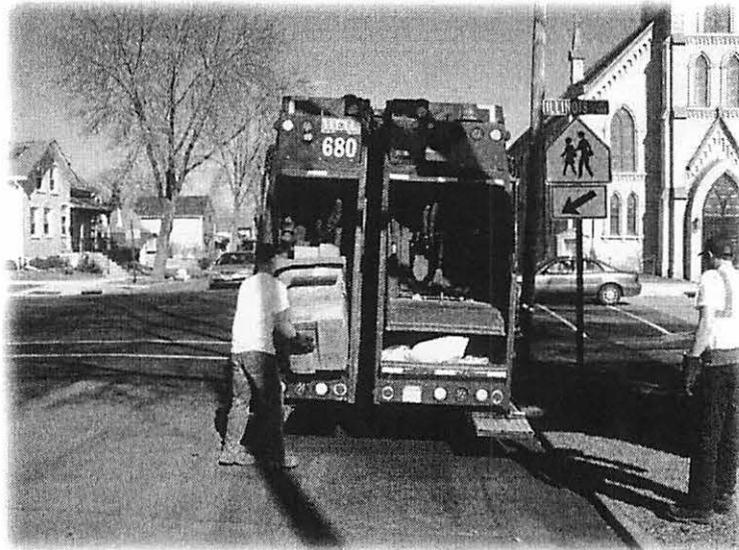
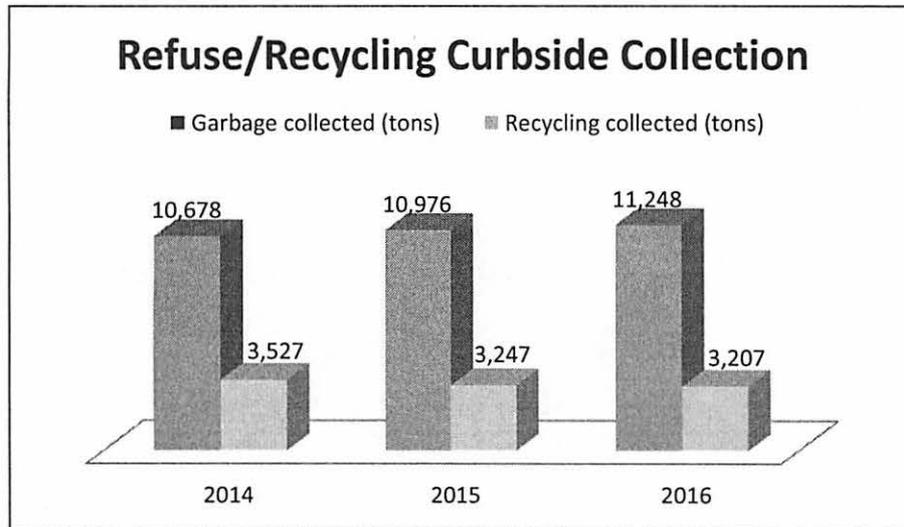


Fall Leaf Collection Special Vacuum Trailer

## Garbage & Recycling

The Sanitation Division provides curbside pick-up of garbage and recyclables for residential units of four or less. Every week the eight sanitation operators make approximately 16,000 stops or pick-ups. In 2016, DPW collected 11,248 tons of garbage up from 10,976 in 2015. Overall, the recyclables have remained relatively the same since 2015 hovering at approximately 3,200 tons.

The division uses split rear packers for the collection of both garbage and recyclables without commingling the material. This allows the division to collect both materials with one vehicle.

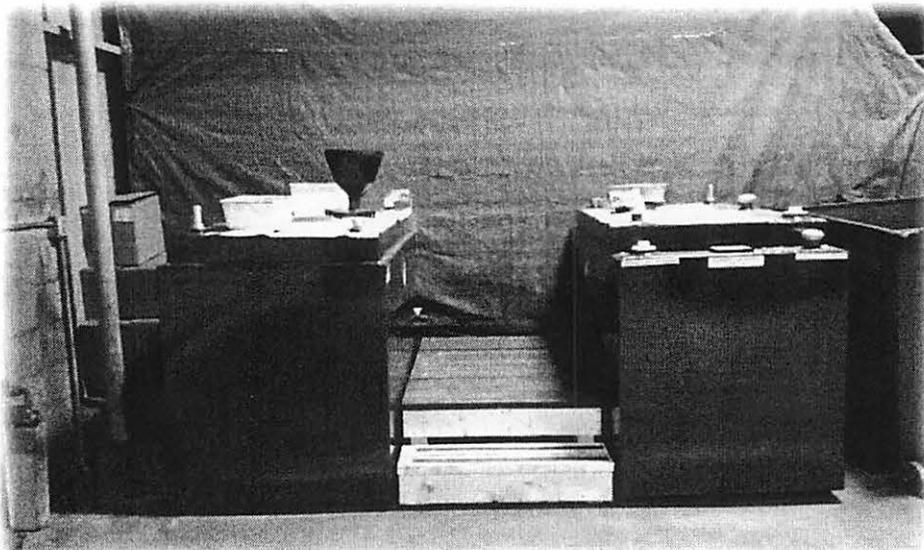
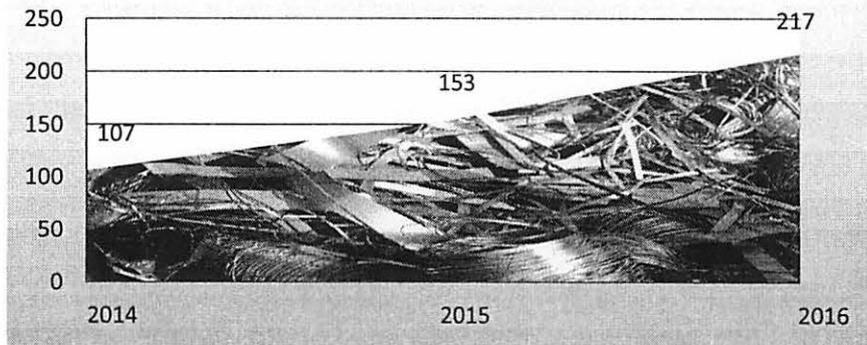


Sanitation Operator Collecting Residential Waste

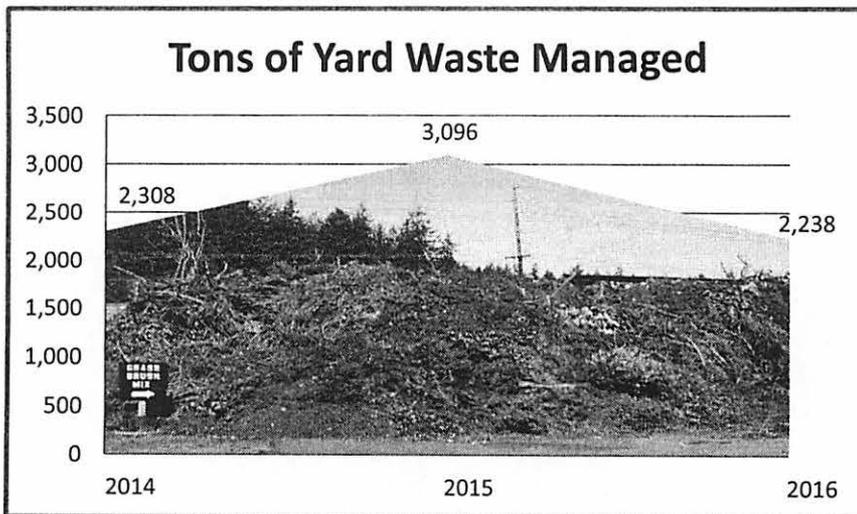
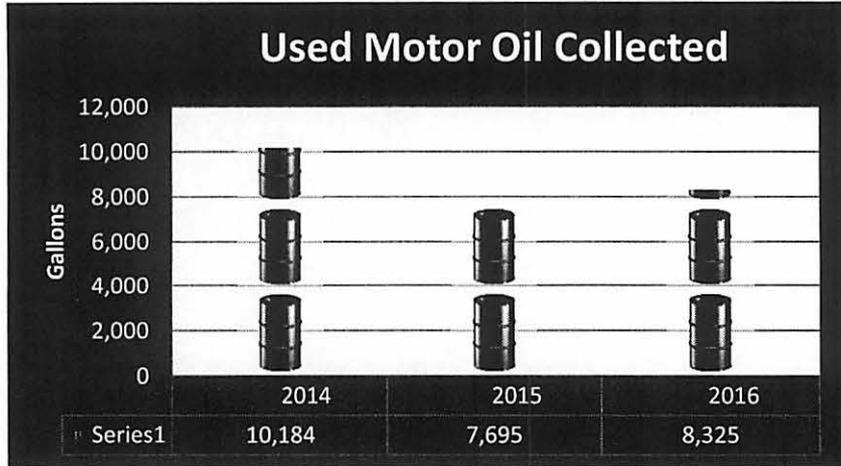
## Drop-off Site

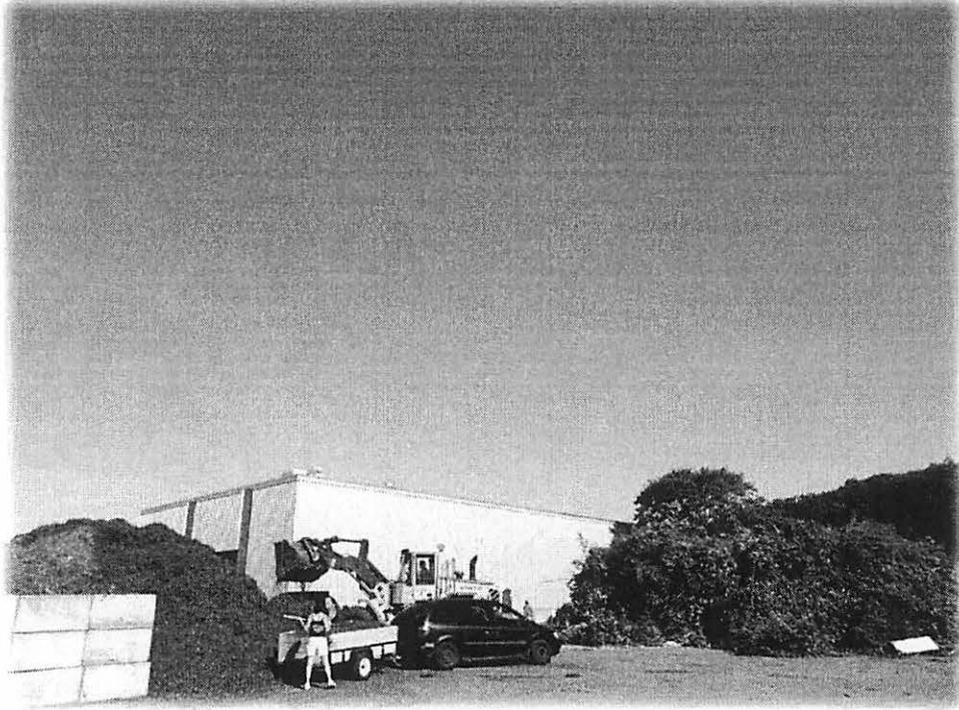
The Resident Drop-off Site provides residents with a place to dispose small metals, yard waste, waste oil and many other items not picked-up with curbside collection or items banned from landfills. Currently there is no charge. Below is a summary of the annual tonnages collected at the Residential Drop-off Site. The trend in yard wastes and garbage has steadily increased since the beginning. The increase in scrap metal collected is due to the market prices falling; as a result citizens are not cashing in their scrap metals and conveniently using the drop-off site.

### Scrap Metal Tons

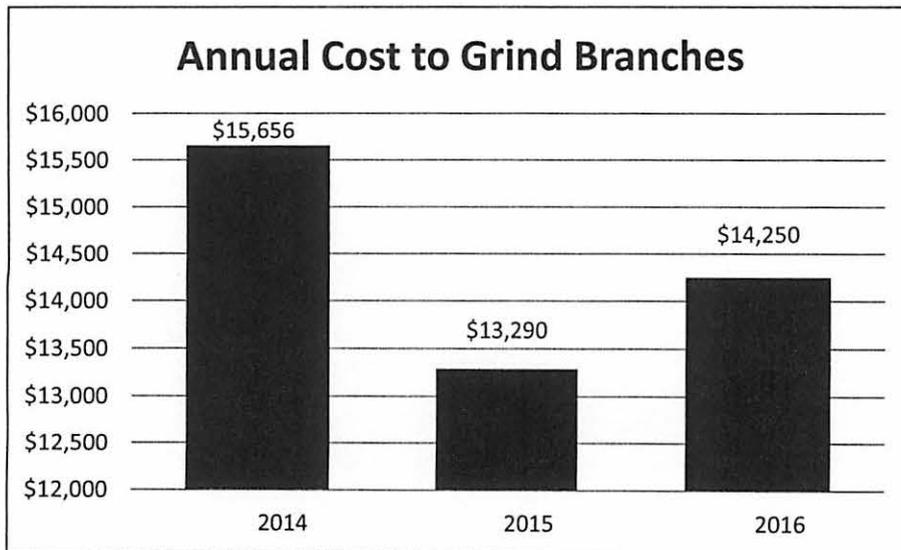


DPW Oil Collection Tanks



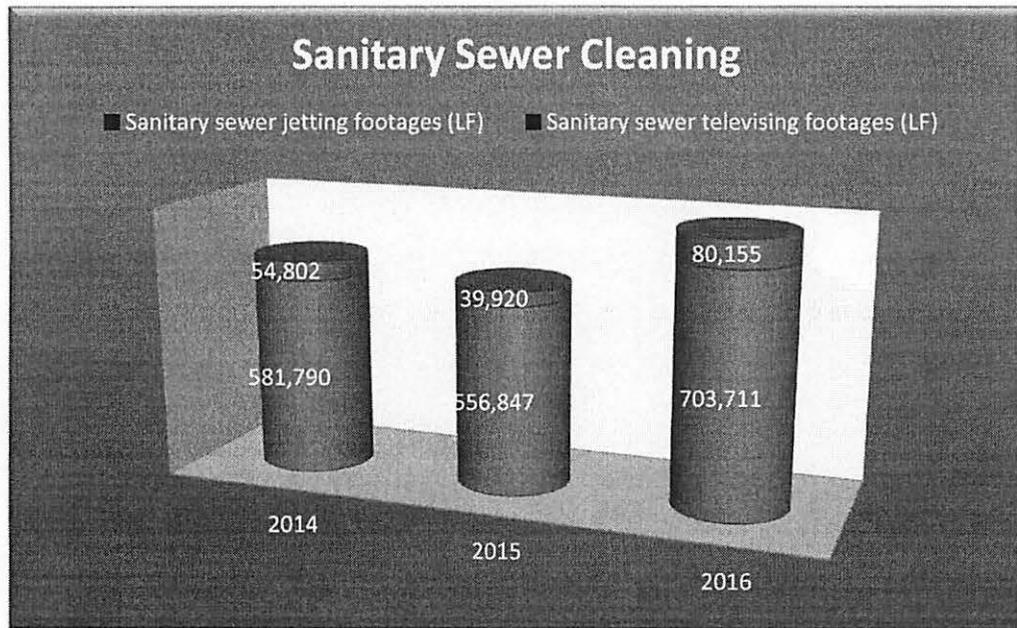


Residential Drop-Off Site



## Sanitary & Storm Sewer Maintenance

This division performs sanitary sewer repairs through an interdepartmental budget from the Wastewater Treatment Plant. These expenses are charged against the sewer rates. The repairs are prioritized with any street resurfacing or reconstruction.

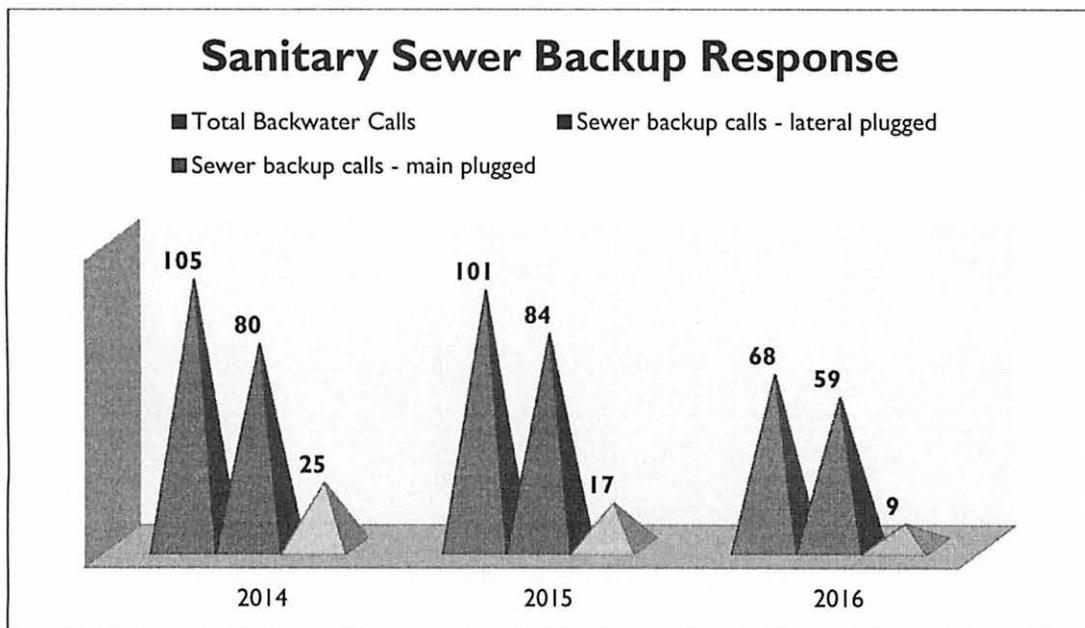


Sewer "Jetting" is performed with a high-pressure water hose and is jetted through the sewer pipe to clean the inside of the pipe. Sewers become restricted with debris build-up such as leaves, twigs and sand and gravel in storm sewers whereas, sanitary sewers have mineral deposits, grease and roots. This debris causes the sewer to become restricted or smaller; therefore, the sewer is not capable of handling the normal flow. As a result, backwaters may occur. Sanitary sewers are the division's main concern due to the health concerns of the potential of raw sewage backing up. This explains the large disparity between the numbers of feet of sanitary sewer jetted versus storm sewer.



Sewer TV Crew

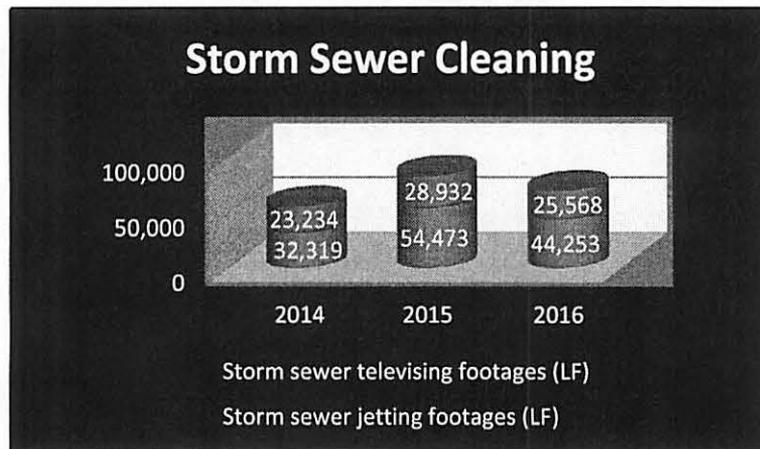
The Public Works Department owns and operates a sewer camera truck. This equipment allows the division to inspect the integrity of sewer pipe to determine its performance. As a rule prior to any street resurfacing or reconstruction, the sewers are inspected to determine whether or not they should be replaced, lined or remain. This practice has significantly reduced the need to excavate in newly paved streets, which is never popular or good for public relations. In addition, to keep contractors honest, new sewers are inspected to verify good construction practices.



Backwaters occur when sewage backs-up into a residence or business. There are numerous reasons why a backwater may occur. Unfortunately, the majority of backwaters are result of the property owner flushing or dumping inappropriate materials into the drains. The end result is a clogged sewer lateral, which is the property owner's responsibility. However, at times the sewer main is clogged and must be opened and cleared for the sewage to flow again. In 2016, nine backwaters were discovered in sewer mains, which is typically less than what we experience in a year. A result of the decrease in backwaters can be linked to the

increase linear footage of sewer cleaning and televising by city crews. Potential problems are removed before they can cause a backwater. In 2016, 703,711 linear feet of sewer pipe was jetted and 80,155 linear feet were televised.

In an effort to educate the public, the division has developed an informational handout for the public on "Coping With Sewer Back-ups." It is available on the division's web site and is personally delivered on backwater calls.



Manhole entries are performed during inspections, cleaning operations, installing monitoring equipment and installing the camera for TV inspections. Every entry must have a permit that documents confined space entry. Furthermore, two persons must be on-site during the entry for safety.

Manhole entries are very dangerous due to the potential of lethal gases and engulfment from flows. As a result, annual training is mandatory for employees required to enter confined space. The City of Sheboygan has 4,852 sanitary sewer manholes and approximately 3,202 storm sewer manholes.



Sewer Vactor Truck

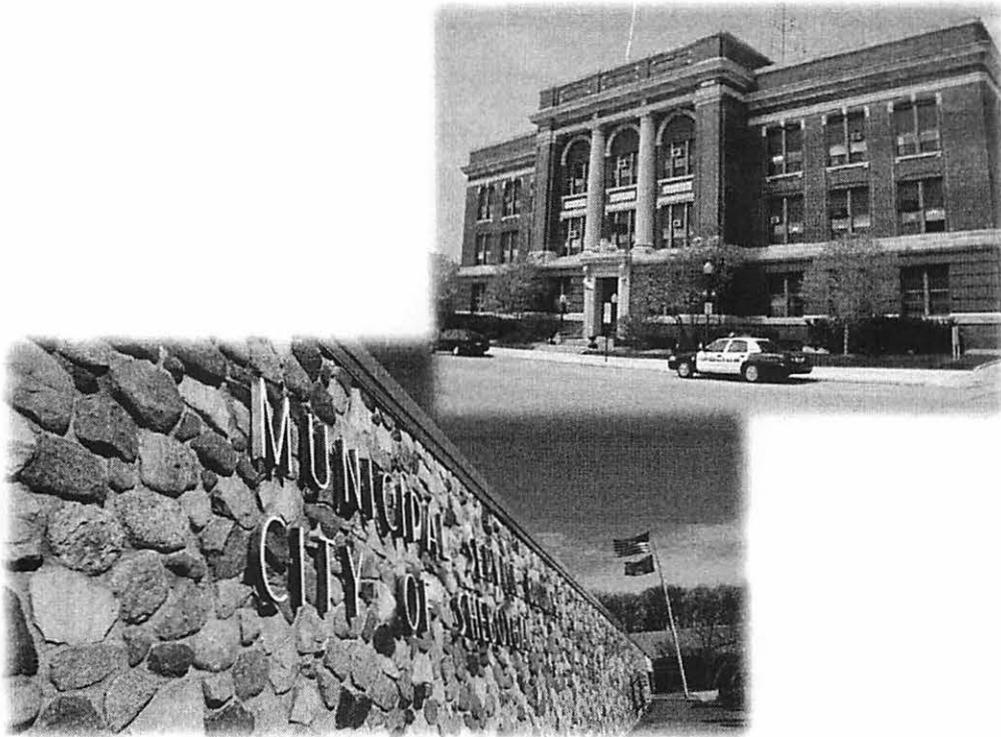
## Facilities and Traffic Division

Michael Willmas.....Superintendent of Facilities and Traffic Division  
Scott Tetschlag..... Leadman Sign and Paint  
Robert Hayon .....Maintenance Worker V/Journeyman Electrician  
Allen Fleisner .....Maintenance Worker V/Journeyman Electrician  
Bernard Knutson .....Maintenance Worker III/Craftsman  
Allen Keitel.....Maintenance Worker III/Craftsman  
Christopher Peterson .....Maintenance Worker III/Craftsman  
Patrick Dugan..... Maintenance Worker II/Sign Designer  
James Herschleb .....Maintenance Worker II/Sign Installer  
Ryan Schneider .....Maintenance Worker II/Sign Installer  
Travis Fintelmann ..... Maintenance Worker II/Custodial  
Juan Garcia..... Maintenance Worker II/Custodial  
Jeffery Bemis..... Maintenance Worker I/Custodial

## Facilities

This division consists of six full time employees, is responsible for maintaining the City's building infrastructure system. The staff is responsible for the overall preventative maintenance and repair of the heating and ventilating systems, plumbing system, electrical equipment, and also provides custodial services for City Hall and the Municipal Service Building. This staff is also instrumental in reducing City costs by performing numerous services for all City departments to include: City Hall, Municipal Service Building, Transit, Police Department, Senior Center and five Fire Departments.

- Notable project in 2016 saw the addition of the Accubrine System installed @ MSB along with the capacity to store 11,000 gallons of salt brine
- Added 1336 sq. ft. of office space to the Engineering wing (2015-2016)
- Renovate a section of City Hall 2nd floor which included three new office areas (2016)
- Fabricated/Installed a vandal proof stand and electrical for a vandal proof vending machine at the transfer station for Transit (2016)
- A new Salt Storage Outbuilding was constructed which more than doubled the salt storage capacity. Storage capacity of old shed was approximately 1,000 tons vs 2,400 tons in the new shed (2014)



## Traffic

The Traffic Division is responsible for the design, maintenance, and repair of all City-owned traffic control systems and devices. This division is divided into two divisions: Signs and Paint Division and Electrical Division.

The Signs and Paint Division, which consists of four full time employees, is responsible for all City street signs and painted traffic markings; such as, center lines, crosswalks, and turn arrows.

The City of Sheboygan has approximately 30,000 signs, ranging from stop signs, street name signs, speed limit and no parking signs, and custom signs. 100% of the signs are designed, fabricated, and installed in house using a computerized plotter and multi-color heat transfer printing system which can create custom indoor/outdoor signage. The City fabricates signs for many departments city-wide to include: Police and Fire Departments, Maywood, Parks, WWTP, and other outside agencies. The division also works closely with Transit in supplying them with signage along with installing and replacing parking meters.

The Paint Division maintains crosswalks at 405 different locations throughout the City and 195 traffic arrows at 72 different locations. The centerline painting is contracted with the County Highway Department with the help of city employees. In 2015 the division line stripped 26 miles of white paint and 48 miles of yellow paint which equates to 1,630 gallons of paint in the process. To get the reflectivity of the centerlines 11,480 pounds of glass beads were added in the painting procedure.

This division is also responsible for installing, removing, and maintaining all festive decorations throughout the City of Sheboygan.

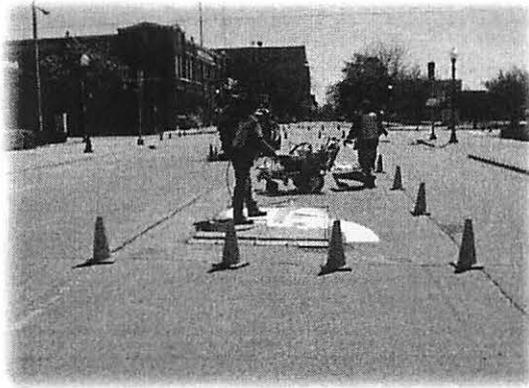
### Signs and Paint

Notable projects for 2016 would be reconfiguring the lanes and grinding off the old pavement markings of Eighth Street and Indiana Avenue round-about. New signage and pavement markings were then added.

- Signs installed/removed: (2015) = 733 (2016) = 929
- Signs Constructed: (2015) = 1261 (2016) = 1325
- Specialized signage: (2015) = 180 (2016) = 24
- New signage installed on Pennsylvania Avenue from 5<sup>th</sup> -7<sup>th</sup> (2016)
- Painting the interior of the bathrooms at hardball (2016)
- Installed "Sheboygan Squared" signage and "Hanging Flower Baskets" on Eighth Street and Blue Harbor area for Planning and Development (2015)
- City Hall garage painted (2015)
- Painted 105 wooden sign posts on Broughton Drive to Riverfront Drive (2015)



The division is also responsible for all the city street signs and painting traffic markings; such as, centerlines, crosswalks and turn arrows. In addition, they perform work for other City departments such as: Police, Fire, Maywood, Transit, Mayor's Office, Senior Center and Motor Vehicle division. The division fabricates the majority of signs in-house. The signs are computerized and outputted to a sign plotter that cuts the sheets of material to be placed onto the aluminum sign blanks. The City of Sheboygan has approximately 30,000 signs, ranging from stop signs, street name signs, speed limit signs, no parking regulation signs and many more.



Street Centerline Painting (County Highway Shared Service)

This division maintains 156 traffic arrows at 62 different intersections. The centerline painting is contracted with the County Highway Department, which has the specialized equipment for this process. In addition, the division paints various City buildings such as, City Hall, Municipal Service Building, Fire Stations, Maywood and others.

### **Electrical**

The second part of this division is the Electrical Division which consists of two full time Journeyman Electricians. The electricians are responsible for the design, installation, maintenance, and repair of all City-owned electrical systems to include: City owned buildings, installation of data cabling, traffic signaling and coordination, street lighting, pathway lighting, parking lot lighting, and our park system which also includes ball diamond lighting.

This Division installs, repairs, and maintains 39 signalized intersections, seven red flashing signals, and two yellow flashing signals. In addition to the traffic signals, the City owns and maintains over 2,700 street lights, 505 pathway lights, parking lot lights, and an additional 1,380 lights in our Park system. The Division is also tasked with the design and layout of newly installed lighting throughout the City.

Adding to the service work, the Electricians also respond to knockdown situations both day and night. The severity and complexity of each incident varies from one incident to another. Damage from these incidents to City owned property has varied from \$1000.00 to over \$50,000.00 per incident. Almost 100% of the repairs are completed by the Department of Public Works.

## Street Lighting

- Notable projects for 2016 saw the conversion of 168 light poles to energy efficient LED's along the Kohler Memorial Drive, the Gateway to Sheboygan. This upgrade saves the City approximately \$7,212.00 in energy costs per year.
- An additional 34 poles were converted over to LED's on North Ave. from 7th Street to Bell Ave. (Total for 2016 = 202 poles)
- 2015 - Converted to LED's = 64
- 2014 - Converted to LED's = 50
- 2013 - Converted to LED's = 78
- Total energy savings per year for all LED conversions = \$15,880.00



## Traffic Signals

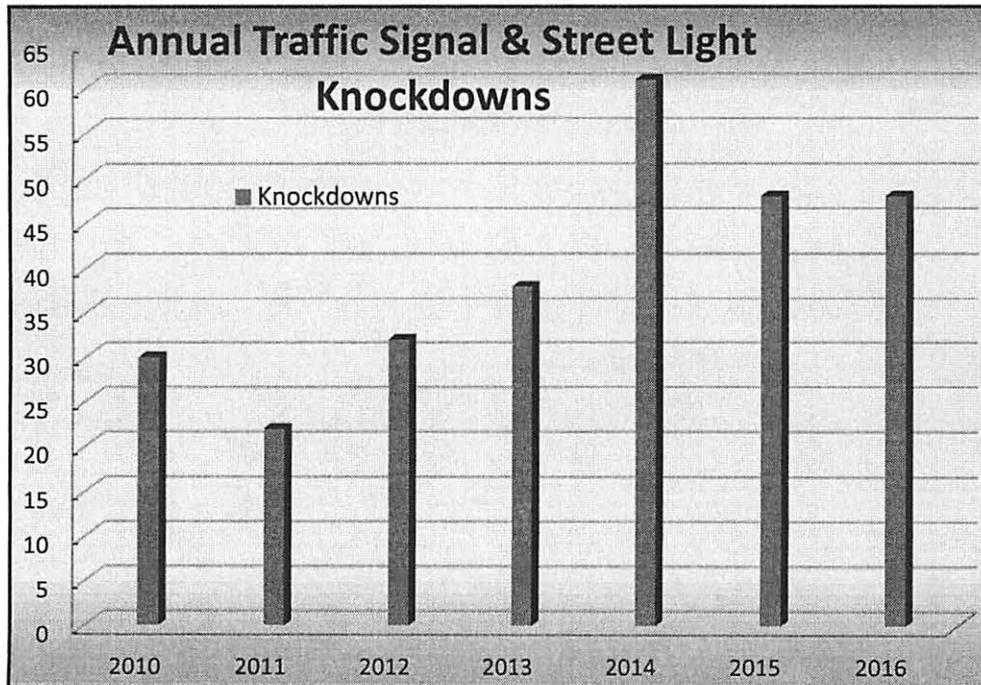
The year 2016 saw the most comprehensive preventive maintenance done in over 10 years on the 39 signalized intersections we are responsible for. Over \$30,000.00 in materials went into completing this job. The Electricians for example replaced 379 12" LED traffic lamps which costed approximately \$13,265.00; the majority of the new LED's are replacing incandescent lamps which consume nearly 10 times more power than the energy efficient LED's.

Annually, the Division tests all the traffic controllers, which contains the program for that individual intersection, and conflict monitors, which monitors for any faults in the system, to ensure they are operating correctly.



(Sheboygan Press Photo – Gary C. Klein)

Year	Knockdowns	Material Cost
2010	30	\$ 40,440.81
2011	22	\$ 33,175.45
2012	32	\$ 59,378.45
2013	38	\$103,342.17
2014	61	\$132,272.09
2015	48	\$ 99,967.80
2016	48	\$103,288.37



**Motor Vehicle Division**

Mark Strains.....Master Certified Mechanic  
 Dennis Klumb.....Master Certified Mechanic  
 Joel Brunnbauer.....Certified Mechanic  
 Max Zschetzsche .....Certified Mechanic  
 Scott Hinz ..... Service Mechanic

The Motor Vehicle Division is responsible for maintaining the Division's fleet of equipment. This division is established as an enterprise account within the City budget. The Motor Vehicle fund is used to account for the central automotive equipment operations, which includes the purchasing, dispatching, repair and maintenance of vehicles and motorized equipment used by the Division.



Year	2014	2015	2016
Total Pieces of Equipment	393	406	366
Gallons Diesel Fuel	95,200	94,500	92,500
Gallons Gasoline	23,766	23,859	25,348
Gallons Motor Oil	1297	924	1035
Gallons Hydraulic Oil	703	351	1189
Snow Plow Trucks	28	25	27
Snow Plow Blades	60	54	58
Repair Orders Processed	1398	1448	1384

## Wastewater Treatment Division

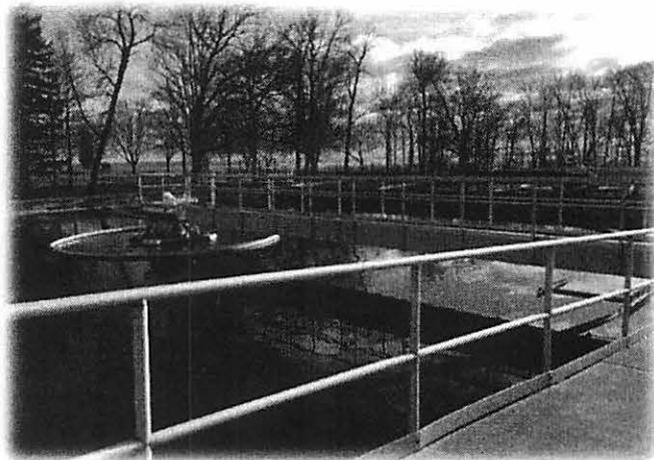
Sharon Thieszen .....	Superintendent of Wastewater Treatment
Mark Wittstock .....	Pretreatment Supervisor
Robert Butcher .....	Maintenance Supervisor
Barb Thieme .....	Administrative Assistant
Frederick Meifert .....	Process Systems & Operations Coordinator
Daniel Brady .....	Lead Operator
Willard Houseye .....	Operator
William Voss .....	Operator
Brian Willadsen .....	Operator
Tyler Hoffman .....	Operator
Josh Lampe .....	Master Electrician
Tony Gottschalk .....	Maintenance Technician
Jeffery Sargent .....	Maintenance Technician
Mark Oldenburg .....	Maintenance Technician
Dana LePage .....	Lab Technician

The Sheboygan Regional Wastewater Treatment Plant (WWTP) is owned and operated by the City of Sheboygan. It provides wastewater treatment for the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Sheboygan and Town of Wilson.

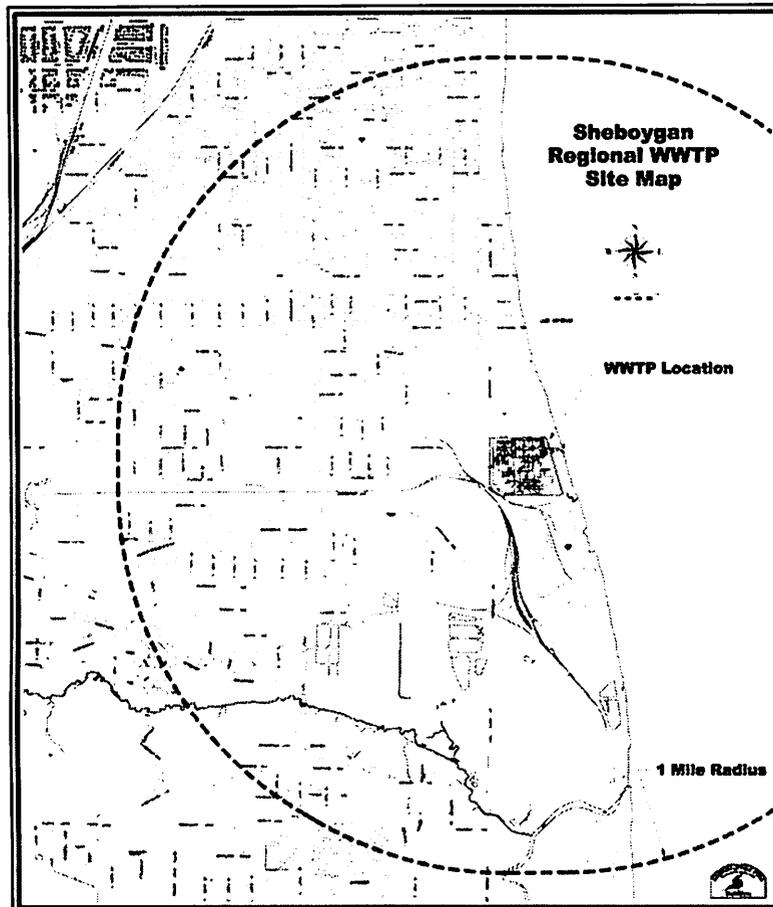
**Mission:** To protect public health and the environment by providing reliable and cost efficient wastewater collection and treatment services through sustainable and fiscally responsible resource recovery practices.

**Goals:** Maintain environmental compliance below regulatory requirements.

- Operate the wastewater system in a sustainable, fiscally responsible manner.
- Effectively use innovative engineering, conservation leadership, and recovery expertise to produce clean water.
- Evaluate wastewater infrastructure (collection system and treatment facilities) for areas of insufficiency and develop and action plan to correct and improve areas of concern.
- Develop and implement a 20 year facility plan and a five-year capital improvements plan to address the maintenance needs of the wastewater treatment facility and collection system and plan for future regulatory requirements.
- Achieve self-sufficiency for electric and heating needs.



The City of Sheboygan owns and operates the Sheboygan Regional Wastewater Treatment Plant (WWTP) which provides wastewater treatment to approximately 70,000 residents and 15 Significant Industrial Users. The service area includes the City of Sheboygan, City of Sheboygan Falls, Town of Sheboygan Falls, Village of Kohler, Town of Sheboygan, Town of Lima, and Town of Wilson.

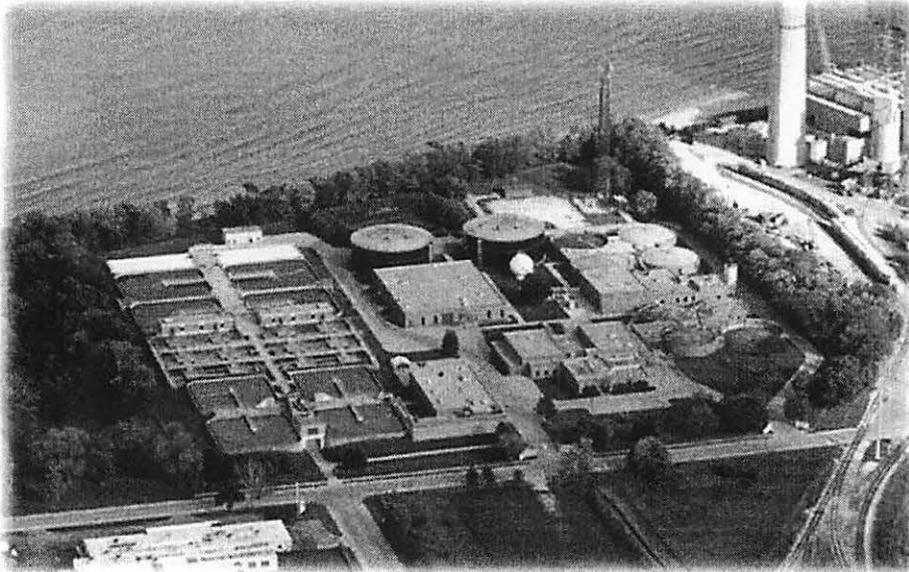


The WWTP is an 18.4 MGD Design Average, 56.8 MGD Design Peak conventional activated sludge wastewater treatment facility with biological phosphorus removal and chemical (ferric chloride) backup. The final effluent is disinfected with sodium hypochlorite and dechlorinated with sodium bisulfite prior to discharge to Lake Michigan.

Waste activated sludge (WAS) produced in the aeration basins is returned to the primary clarifiers to co-settle with the primary sludge. The resultant combined primary sludge (PSD) and WAS is pumped to the anaerobic digesters for stabilization. Trucked-in High Strength Waste is co-digested with the PSD and WAS to enhance the biogas production. The anaerobically digested sludge is then thickened with a gravity belt. Approximately 50% of the thickened sludge is further processed and dewatered with a screw press and then dried to a Class A, Exceptional Equality (EQ)

biosolids. The liquid biosolids are land applied as Class B biosolids. Dewatered biosolids that are not dried are also land applied as Class B biosolids.

The WWTP also operates a Combined Heat & Power (CHP) System which utilizes the biogas produced in the anaerobic co-digestion process to produce electricity and heat. The CHP System has 700kWh of electrical generating capacity and over 2.4 MMBTU/hour of heat recovery.

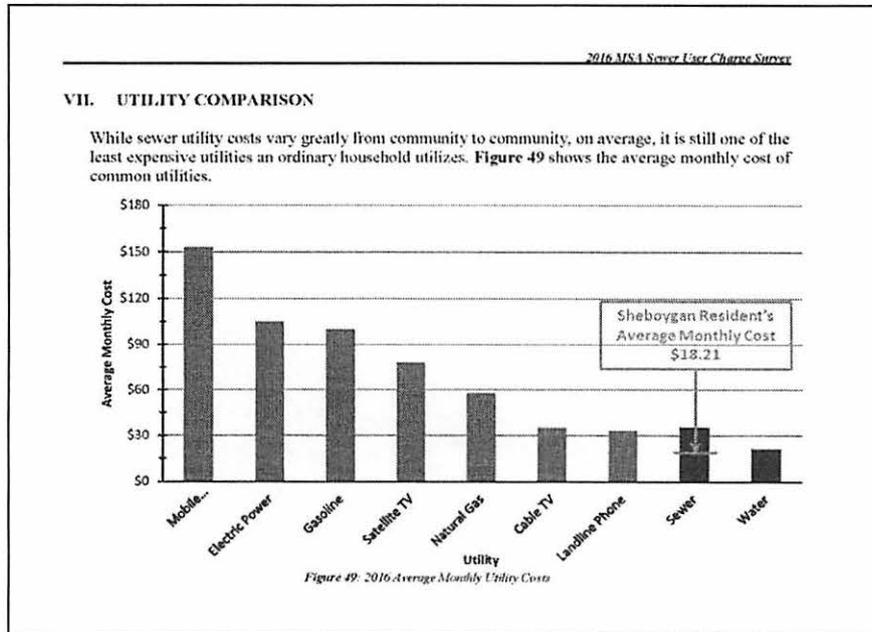
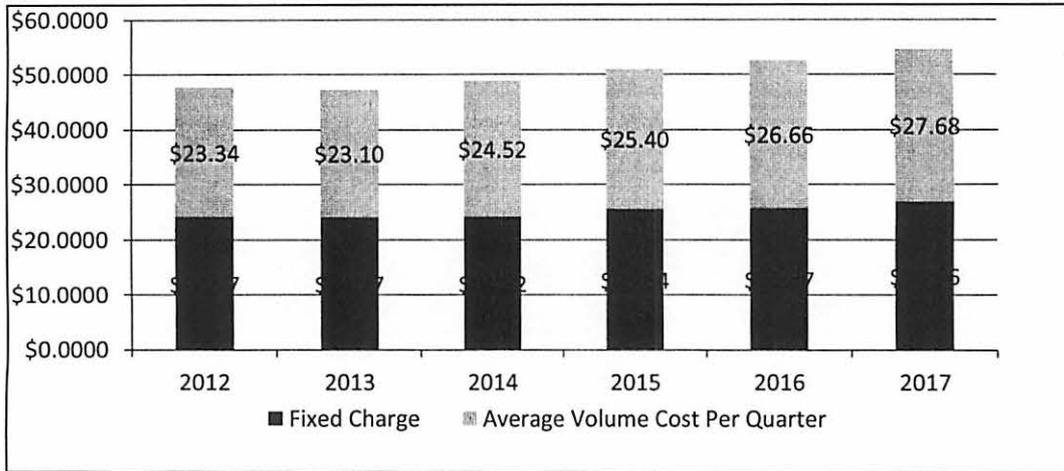


## USER RATES

The Sheboygan Regional WWTP is funded by user fees. The City of Sheboygan's Sanitary Sewer Rates are well within the Wisconsin average sewer rates. Even though the City's sanitary sewer collection system and treatment plant are aging and environmental regulations are increasing, the City has been able to maintain an annual rate increase approximately 3-4% as compared to the anticipated 2017 average rate increase across Wisconsin of 15%. The average sanitary sewer rate for the City of Sheboygan resident is less than \$20 per month. This is significantly less than monthly utility costs as shown in the Utility Comparison chart below. The City is proud to be able to provide efficient sanitary sewer service and clean water at such a low rate.

In addition to seeking grants, the WWTP also accepts trucked in waste to help offset the treatment plant costs. In 2016, there were a total of 17 million gallons of wastewater and 16 million gallons of high strength waste treated by the WWTP.

## Sheboygan Regional WWTP Average Quarterly Residential User Charge



### SHEBOYGAN REGIONAL WWTP WPDES PERMIT

The Wisconsin Department of Natural Resources (DNR) renewed the Sheboygan Regional WWTP's Wisconsin Pollution Discharge Elimination System (WPDES) permit, effective January 1, 2016. The permit contains water quality based effluent limitations that are necessary to ensure the water quality standards for Lake Michigan.

The WWTP requested and received reduced monitoring for Carbonaceous Biochemical Oxygen Demand (CBOD<sub>5</sub>) and Total Suspended Solids (TSS) parameters for both the influent and effluent monitoring locations. The

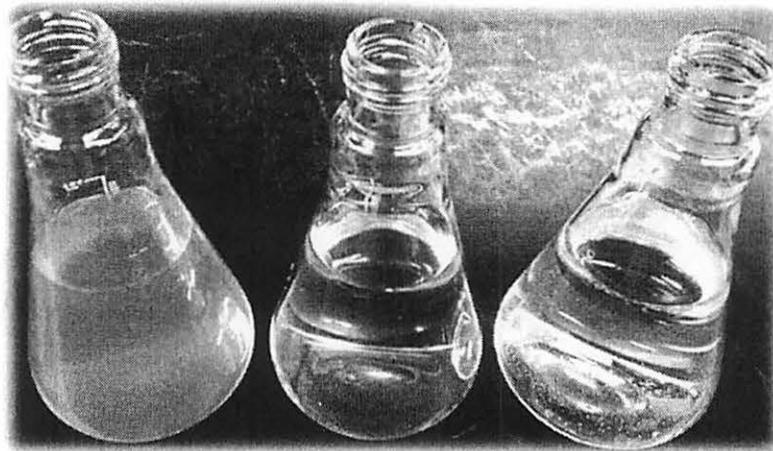
reduced monitoring requirements were granted due to the Sheboygan Regional WWTP's 100% compliance achievement of the monthly and weekly average discharge limits for both CBOD<sub>5</sub> and TSS since 2011.

Additional changes in the newly issued permit include the addition of a mercury effluent limit of 2.8 ng/L and lower phosphorus effluent limit of 0.9 mg/L. Additional reports and plans required in the new permit include a Phosphorus Optimization Plan, Land Application Plan, and the continued Mercury Pollutant Minimization Program.

#### SHEBOYGAN REGIONAL WWTP PERFORMANCE

The Sheboygan WWTP reclaimed over 4 billion gallons of water in 2016 and returned it to Lake Michigan. The WWTP treated over 3 million pounds of CBOD<sub>5</sub>, 7 million pounds of TSS, 116,000 pounds of ammonia, and 139,000 pounds of phosphorus in 2016. The treatment processes removed over 98% of the CBOD<sub>5</sub>, 99% of the TSS, 95% of the ammonia, and 86% of the phosphorus.

The WWTP achieved 100% compliance with all its WPDES Permit Effluent Limitations and Requirements. The effluent discharged to Lake Michigan is consistently well below the WPDES permit limits.



Untreated Influent – Final Treated Effluent – Drinking Water

#### BIOSOLIDS PRODUCTION

The Sheboygan WWTP recovered the nutrients (nitrogen and phosphorus) in the wastewater and generated 14 million gallons of digested, thickened liquid biosolids. Approximately 9 million gallons of the thickened liquid biosolids were utilized as a natural fertilizer on agricultural fields. The remaining liquid biosolids were further processed and dried to produce 1300 dry tons of Class A, Exceptional Quality biosolids. These biosolids were managed in accordance with the WWTP's approved

Land Management Plan and utilized and marketed by an independent contractor and as a fertilizer and soil amendment on City of Sheboygan's grounds.

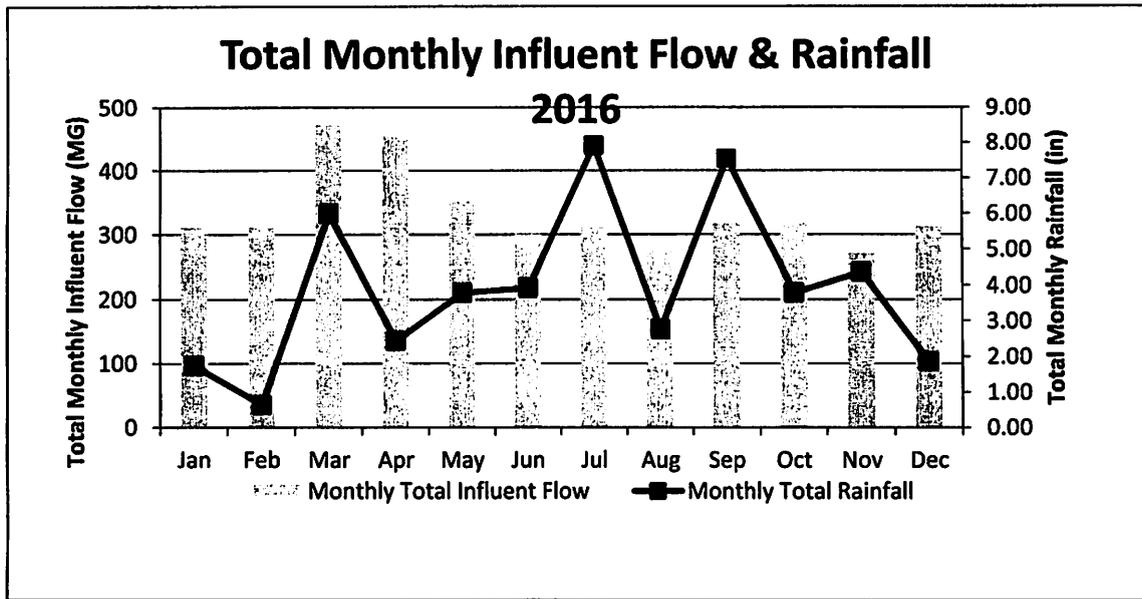
#### BIOSOLIDS PROCESS DESCRIPTION

In 2014, the Sheboygan Regional WWTP diversified its biosolids management plan and installed a screw press dewatering system and a medium temperature belt dryer. A portion of the thickened biosolids are now dewatered and dried to a moisture content of less than 10%. The dryer utilizes biogas produced in the anaerobic digestion process and the waste heat from the plant's microturbines to heat the dryer to approximately 204 degrees Fahrenheit. The design of the dryer is simple; slow moving belts, drive systems using standard market components, and all stainless steel components where moisture or wear may occur. The dryer utilizes indirect heat so there is no ignition source of any kind within the dryer; therefore, it provides a safe operating environment. There is very little dust produced by the drying operation due to the slow moving belt technology and no dry recycle of any kind. The dryer has a low electrical demand and utilizes a cascading air technology and state-of-the-art controls which provide optimal energy efficiency. The dryer's enclosed system maintains a negative pressure to ensure minimal odor emissions.

The final product is a pellet sized dry product that has a very high agronomic value and is safe to use on lawns, shrubs, trees, flowers, vegetables, and as a general soil amendment. The final product has virtually no salts, so it will not burn plants. The nitrogen and phosphorus are released slowly into the soil and plants which allows for even growth and better root development.

Sheboygan's dryer is designed to dry approximately half of the biosolids produced by the facility's treatment processes. By drying half of the liquid biosolids produced, the Sheboygan Regional WWTP is able to diversify the biosolids disposal and reuse options, while minimizing capital and construction cost. The liquid biosolids are land applied via injection into agricultural fields as a natural and beneficial fertilizer. Land application of the liquid biosolids is limited by season, weather conditions, and field availability. The dried biosolids are an Exceptional Quality, Class A product that can be used in residential and agricultural applications, as well as, landfilled if necessary.





#### PRETREATMENT PROGRAM

##### ACUTE/CHRONIC WET TESTING

The WWTP's Acute and Chronic WET Testing was completed July 24-29, 2016. Wet Testing is completed on an annual basis to determine if the WWTP's effluent discharge is non-toxic to aquatic life in Lake Michigan. The testing demonstrated no toxicity as the survival rate of the Fat Head Minnows and Ceriodaphnia dubias from the WWTP was 100%.

##### SEMI-ANNUAL AND ANNUAL PRETREATMENT WPDES PERMIT REPORTS

After completion of the wastewater sampling and laboratory analysis from each permitted industrial discharger, a semi-annual and annual Periodic Compliance Report (PCR) needs to be completed and forwarded to the Department of Natural Resources (DNR). The reports are due on March 31 and September 30 of each year.

##### SIGNIFICANT INDUSTRIAL USERS (SIU)

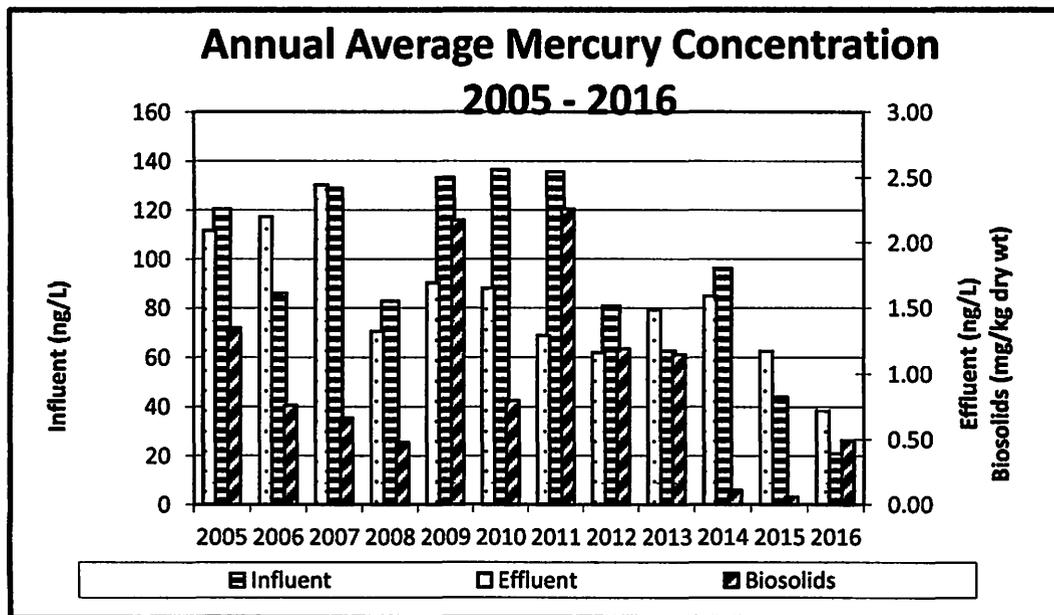
Each of the 15 permitted SIUs complete wastewater sampling and laboratory analysis for a specific list of parameters set by the Environmental Protection Agency (EPA) and the Sheboygan Regional WWTP semi-annually. Each industry must meet their individual permit limits. In 2016, six industries received letters of Notice of Non-Compliance (NON). However, no industry was determined to be in Significant Non-compliance (SNC).

Each permitted industry received an Annual Site Inspection (ASI) during 2016. Three industries which were reissued Industrial Wastewater Permits in 2016: Curt Joa, Mayline Company and Kohler Company.

Starting mid-year 2016, each permitted industry at the time of their ASI received documentation regarding "Drug Drop" and "No Wipes down the Pipes" documentation and discussing the issues the wastewater communities are having with wipes being flushed down the toilets to the sanitary sewers. This will continue into 2017, until all permitted industries receive this documentation.

#### ANNUAL MERCURY POLLUTION MINIMIZATION PROGRAM (PMP)

Starting in 2011, a PMP was required by the WPDES Permit to be completed and reported on an annual basis. This program consists of working with the following organizations in the City of Sheboygan: School and Educational facilities, Dental Facilities, Medical Facilities and Industrial facilities. The WWTP's Annual PMP summary report is due on January 31 of each year. Since the start of this program mercury levels discharged into and leaving the treatment plant have gone down substantially, as seen on the bar graph below.



#### LABORATORY

The Sheboygan Regional WWTP Laboratory is operated primarily by one full time laboratory technician. Two operators and the lead operator assist the Laboratory Technician when needed and serve as a backup in the Laboratory Technician's absence. In 2016, the Laboratory Technician successfully trained the WWTP's newest operator as the primary back up in the laboratory.

The Sheboygan Regional WWTP Laboratory completes daily, weekly, and monthly sampling, and laboratory analyses in accordance with the WPDES permit and internal process control samples. The process control analyses are critical to determine the treatment plant efficiency and help detect and troubleshoot any

plant issues. The Sheboygan WWTP Laboratory is certified by the Wisconsin DNR and analyzes samples for BOD, TSS, pH, ammonia, residual chlorine, fecal chloroform, percent total solids, and percent volatile solids. The laboratory also performs microscopic examinations of the wastewater treatment plant's activated sludge processes. Approximately 8,000 samples were analyzed by the Sheboygan Regional WWTP Laboratory in 2016.

- Eight sludge samples a week are analyzed for percent volatile and total solids.
- One effluent sample per week is sampled and analyzed for fecal coliform bacteria.
- Once per day an effluent sample is sampled and analyzed for residual chlorine.
- Once per day an influent and effluent sample are analyzed for pH.
- Continuous sampling is done seven days per week for Influent, Primary, Effluent, Mixed Liquor Suspended Solids (MLSS), and Return Activated Sludge (RAS). From these samples, BOD is analyzed five days per week and TSS, Ammonia (NH<sub>3</sub>), and Total Phosphorus (TP) are analyzed seven days per week. Seven days per week a 30 minutes settleable test is performed on the MLSS and RAS samples, along with a TSS and pH to determine the wasting calculator for the aeration basins.
- Once per week a Gravity Belt Thickening (GBT) filtrate sample is analyzed for BOD, TSS, pH, TP, and NH<sub>3</sub>. These analyses help determine the loading sent back to the head of the plant.
- Microscopic examinations are performed once or twice a week on the MLSS. The examination includes: wet mount, India ink, gram staining, and oil immersion. The microscopic examination gives a detailed assessment of the health of the biological processes.
- Approximately 34 different types of waste are trucked in to the WWTP for treatment. Each waste type is analyzed eight times per year for BOD, TSS, TP, and pH. The analyses of these samples help determine the loadings to the WWTP and the rate charged for each waste type.
- Five municipalities sample their discharge to the WWTP once per month for four consecutive days. These samples are analyzed by the Sheboygan Regional WWTP for BOD, TSS, pH, and TP. The analyses of these samples help determine the loadings to the WWTP and the rate charged to each municipality.

#### ANNUAL QUALITY CONTROL

- The laboratory technician performed, completed, and passed the proficiency testing that is required to recertify the laboratory on an annual basis.
- All Standard Operating Procedures (SOPs), the Quality Control Manual, and Chemical Hygiene plans are reviewed and updated on an annual basis.
- All thermometers and pipettes are calibrated on an annual basis (pipettes are also checked on a quarterly basis).
- Limit of Detection (LOD) and Limit of Quantitation (LOQ) are generated for TP, NH<sub>3</sub>, and Residual Chlorine on an annual basis.
- An independent contractor tests the fume hoods, calibrates the balances, and conducts safety training on an annual basis.
- The Wisconsin DNR conducts a full laboratory audit every three years. The Sheboygan Regional WWTP Laboratory successfully passed the last audit in 2015.

## QUARTERLY/MONTHLY QUALITY CONTROL

The analytical instruments are calibrated and maintained by the Laboratory Technician as needed. The Laboratory Technician is also in charge of ordering all of supplies and making sure that all equipment and instruments are working properly.

- Bottle Blank checks are done once per quarter on the influent and effluent carboys to check for cross contamination and ensure the cleaning procedure is effective. These samples are analyzed for BOD, TSS, TP, and NH<sub>3</sub>.
- Monthly balance checks are done with certified weights to ensure the annual calibration is maintained.
- Monthly barometric checks are done on the BOD meter.
- The field BOD meter used by the operators is checked monthly against the laboratory BOD analyzer to ensure accuracy.

## AWARDS

- Wisconsin Department of Natural Resources
  - 2009 Large Laboratory of the Year
- Wisconsin Wastewater Operator Association (WWOA)
  - 2013 Bernauer Award – Dale Doerr
  - 2013 Newcomer of the Year Award – Brian Willadsen, Andy Resch
  - 2015 Bernauer Award – Dan Brady
  - 2015 Newcomer of the Year – Dana LePage
  - 2016 Newcomer of the Year – Tyler Hoffman
- American Council of Engineering Companies (ACEC)
  - 2013 Engineering Excellence Grand Award - Net Zero Energy 2016 WWOA Newcomer of the Year

## 2016 AWARDS

The WWOA recognized Tyler Hoffman as the Newcomer of the Year for his higher than average growth in operations knowledge, a willingness to learn, innovation on the job, and exceptional enthusiasm for his field at the 2016 WWOA Annual Conference in October.



III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 6, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and delivery of (40) concrete planters for the downtown business district 8<sup>th</sup> Street Corridor.

WHEREAS: Included in the 2017 budget is the purchase of new concrete planter containers for the downtown business district to replace the large, round, exposed aggregate units which have met their expected useful life and;

WHEREAS: The new planters will match several existing units that are already in place in a number of alley ways in the downtown district and are of a proprietary design manufactured by Wausau Tile and;

WHEREAS: The City of Sheboygan has received a quote from Wausau Tile for the purchase, including freight and delivery and;

WHEREAS: Following placement of the new units, the existing units will be sold at auction with the proceeds therefrom to be deposited back into the proper account. The Parking and Transit Commission has already gone on record in support of this purchase at their meeting on February 21, 2017.

*Lies over*

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Wausau Tile Inc. of Wausau WI for the purchase and delivery of (40) new planter units in the amount of \$16,660.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account #65094001-641200 in payment of same.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR COMMON COUNCIL APPROVAL-LIES OVER**

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**ITEM DESCRIPTION:** Resolution by Ald. Wolf authorizing the purchase of (40) Concrete Sidewalk Planter Containers for the Downtown Business District's 8<sup>th</sup> Street Corridor.

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**REPORT PREPARED BY:** Bernard Rammer. Purchasing Agent

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**REPORT DATE:** March 1, 2017

**MEETING DATE:** March 6, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

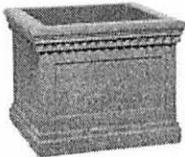
Budget Line Item: 65094001-641200  
Budget Summary: PAD-1 Light Equip.  
Budgeted Expenditure: \$ 0.00  
Budgeted Revenue: N/A

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Wisconsin Statutes: N/A  
Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

This request is for the purchase of (40) new planter containers for the Downtown Business District 8<sup>th</sup> street corridor. These will replace the round units with the exposed aggregate. The chosen units are of a proprietary design from Wausau Tile in Wausau WI and will match previously purchased units currently in place in adjoining areas such as alleyways along the corridor.



**STAFF COMMENTS:**

This purchase has already been approved by the Parking and Transit Commission at its February 21, 2017 meeting. The units to be replaced will ultimately be sold at auction with the proceeds returned to the proper fund. It is hoped that these units, which have a 6 week lead time, can be received in time for spring of 2017 flower planting.

**ACTION REQUESTED:**

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Motion to recommend the Common Council approve the Resolution by Ald. Wolf authorizing the purchase of (40) Concrete Planter units in the amount of \$ 16,660.00 from Wausau Tile, Inc. of Wausau WI

**ATTACHMENTS:**

- I. Resolution \_\_\_\_16/17

**III**

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 6, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish appropriation for an advance of funds to the Redevelopment Authority for land acquisition. The funds will be repaid with interest.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund	Redevelopment Authority Fund	
Unreserved Fund Balance	Land Acquisition	
400-253000	29561100-611100	\$50,000

*Finance*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 6, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish appropriation for a development loan to The Founders Club.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund Unreserved Fund Balance 400-253000	Capital Project Fund Development Loan 40061100-540100	\$390,000

*Finance*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No.           - 16 - 17          . By Alderperson Belanger. March 6, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Excel Underground LLC, for the underground utility locating service (Digger's Hotline Requests).

WHEREAS: Vannguard (utility locating), the City's current contractor gave notice that they are no longer available to perform this work for the City. However, Excel Underground is the contract locator for the joint City/County/SASD fiber optic cable ring throughout the City. Since they are under contract to locate the fiber line throughout the City, the department feels adding our other underground utilities to this contract would be advantageous versus hiring a separate contractor to perform our other underground utilities.

RESOLVED: that the appropriate City Officials are hereby authorized to enter into contract with Excel Underground LLC, for City's sanitary, storm, electric and fiber optic at a rate of \$12.50 per ticket and a project rate of \$42.00 per hour.

BE IT FURTHER RESOLVED: that the appropriate City Officials are authorized to draw orders from the Locate Services Account Number 60134110-521317.

*Sub Wks.*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. March 6, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 200-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends denying Beverage Operator's License application #1498 based upon his record of violations related to the licensed activity and his failure to cooperate with the Committee.

*Reg*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. March 6, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 223-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends denying Transient Merchant License application #1650 based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his record as a repeat law violator.

reg.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. March 6, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 223-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends denying Taxicab Driver's License application #1151 based upon his failure to accurately renew all relevant convictions on his application, his record of violations related to the licensed activity, and his record as a repeat law violator.

Reg.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred Res. No. 195-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget (establish appropriation for environmental remediation costs related to the Portscape Apartment project); recommends that the Resolution be passed.

*reg.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IIIIV

III

4.2

Res. No. 195 - 16 - 17. By Alderperson Wolf. February 20, 2017.

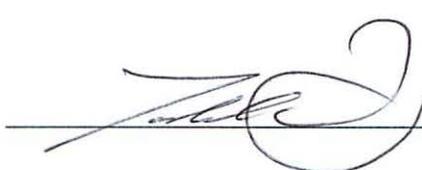
A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2017 Budget for the purposes of:

Establish appropriation for environmental remediation costs related to the Portscape Apartment project:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID Six Unreserved Fund Balance 304-253000	TID Six Environmental Remediation 41161100-611200	\$50,000

*Finance Director approve*  
*7/2/17*



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.           - 16 - 17          . By FINANCE. March 6, 2017.

Your Committee to whom was referred Res. No. 198-16-17 by Alderperson Donohue authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Armory property located at 516 Broughton Dr.; recommends that the Resolution be approved.

*reg.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IIIIV

III

4.5

Res. No. 198 - 16 - 17. By Alderperson Donohue. February 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Armory property, located at 516 Broughton Drive.

WHEREAS: The City of Sheboygan has been notified that the Lakefront Jewel Group's proposal to re-purpose the Armory into a sports arena for the Milwaukee Bucks' D-League team has not been accepted;

WHEREAS: Prior attempts to re-purpose/redevelopment the Armory did not move forward based on the lack of solid business plans;

WHEREAS: The current state of the Armory is extremely poor and considered blighted;

WHEREAS: City officials estimate the cost of demolition to be approximately \$500,000;

WHEREAS: Funds to cover the remediation and demolition would come from the unassigned fund balance in the Capital Projects fund;

WHEREAS: Numerous developers have expressed interest in redeveloping the site.

NOW, THEREFORE BE RESOLVED: That the Common Council authorizes the Purchasing Agent to prepare and issue a request for proposals for demolition of the Armory and subsequently issue a request for proposals to interested parties to re-purpose the property into a higher and better use, consistent with the City's Harbor Centre Master Plan.

*Finance approve.*

*By Lynn Donohue*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

75

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE FOUNDER'S CLUB, LLC  
AND THE CITY OF SHEBOYGAN**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 8<sup>th</sup> day of March, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and The Founder's Club, LLC, a Wisconsin limited liability company, with its principal offices located at 2104 Union Avenue, Sheboygan, WI 53081 (hereinafter "Developer").

**RECITALS**

The City is in the process of amending Tax Incremental Financing District No. 13 ("TID 13"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by Section 66.1105(9)(a) of Wisconsin Statutes to pay towards the costs of the Project from the special fund of TID 13 or from the proceeds of municipal obligations issued under Wisconsin Statutes.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project for TID 13.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the Downtown Sheboygan.

The City understands that in order for the Project to advance the City needs to provide bridge lending to the Developer pending final approval by the Common Council.

The amended Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID 13 and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

It is in the mutual interest of all parties to proceed with development of Phase 2 and, in return for the benefits to be derived therefrom, the City is prepared to provide

financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I. DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Construction Drawings" means the plans for the Phase 2 as approved by the City of Sheboygan Plan Commission on May 10, 2016.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Project" or "Phase 2" means the development proposed by Developer herein for approximately 70 fully furnished dorm-style rooms as described on Exhibit "A".

"Project Plan" means the Project Plan Amendment No.1 for proposed Tax Incremental Financing District No. 13 of the City of Sheboygan, Wisconsin.

"Property" means the property located at 930 North 6th Street, Sheboygan, WI 53081 and as legally described on Exhibit "B".

"Tax Incremental Value" means the increased real estate value of the Property related to Phase 2, which shall be at least \$2,600,000 and shall be maintained over the life of this Agreement.

"Tax Increment Revenue" means the tax increment (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated from the Tax Incremental Value.

"Term" means the term of this agreement, which begins with the execution of the agreement by the parties, and ends on the later of either the date all payments and obligations of the Developer are fully paid and completed or the termination date of TID 13.

**ARTICLE II.  
OVERVIEW OF THE PROJECT**

Phase 2 consists of the redevelopment of a portion of the former senior nursing facility into approximately 70 fully furnished dorm-style rooms as part of the development described on the Construction plans approved the City of Sheboygan Plan Commission shall be attached hereto as Exhibit "A" (the "Construction Drawings").

**ARTICLE III.  
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for Phase 2.

(A) Developer is a duly organized and currently existing domestic limited liability company organized under the laws of the State of Wisconsin.

(B) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer. No other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of Phase 2, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the owner of the Property. Phase 2 to be constructed will be fully subject to taxation under Wisconsin property tax laws. Developer, for

itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of Phase 2 in whole or part from taxability under property tax laws.

#### **ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER**

4.1 Construction of the Project. The Developer shall commence construction of Phase 2 in 2017 and shall complete construction of Phase 2 on or before December 31, 2017.

4.2 Compliance with Codes, Plans and Specifications, etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.3 Taxes. Developer, as an inducement to the City to proceed with the amendment of TID 13 and to provide grants as provided herein to Developer for the development of Phase 2, hereby represents that the contemplated Phase 2 will be fully subject to real estate and personal property taxes under state law during the Term of this agreement. During said Term, the Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of Phase 2.

Notwithstanding the above, in the event that Phase 2 is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to Phase 2 and the Property.

**ARTICLE V.  
UNDERTAKINGS OF THE CITY**

5.1 Development Incentives. The City will provide the following to the Developer:

(A) A loan in the sum of \$390,000 as a direct loan coming from the unreserved balance of the City Capital Projects Fund (the "Direct Loan"). The City will disburse the \$390,000 loan proceeds within five (5) business days upon the publication of the transfer of appropriations as approved by the Common Council on or about March 31, 2017. The Direct Loan shall be evidenced by a Promissory Note in the form of attached Exhibit "C" which shall be guaranteed by Reed and Steven Schmitt as set forth on attached Exhibit "C" and agree to pay all costs of collection, including reasonable attorneys' fees, incurred or paid by the holder of said note for the enforcement of said Personal Guaranties.

(B) The City will provide to the Developer a \$390,000 loan from the Capital Projects Fund at an interest rate of 3.01 percent for ten (10) years (the "TID Loan") upon approval by the Joint Review Board and Common Council of necessary amendments to TID 13. The City will disburse to the Developer the TID Loan upon publication of the Common Council resolution amending the Project Plan for TID 13 on or about May 5, 2017. The City shall hold a real estate mortgage in second position behind the lender to secure the Note in the form of attached Exhibit "D". Upon receiving the Tax Incremental Value of Phase 2 as calculated by the difference of real estate value of the Property from January 1, 2017 to January 1, 2018 by the City Assessor, principal and interest on the TID Loan shall be paid by the City by applying 90 percent of the Tax Increment Revenue created by the Tax Incremental Value to the TID Loan.

5.2 Tax Incremental Value. It is understood that Tax Incremental Value and dates are critical and directly tied to the development incentive package given to the Developer. The actual value of the Property may be higher than the Tax Incremental Value, depending upon market forces and City assessments. Regardless, the actual value must be maintained at a level equal to or greater than the required Tax Incremental Value.

Developer, as an inducement to the City to provide development incentive payments as provided herein to Developer for development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law during the Term. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project during the Term.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time during the Term to be exempt from real and/or

personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, School District, and any other property taxing jurisdiction in amounts and within the time periods that would otherwise be required as if property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property. The foregoing shall be deemed to be a covenant running with the land and the burden of making payments in lieu of taxes shall be borne by the owner of the Property at such time that the obligation to make such payment is triggered; any prior owner shall have no liability for such payments.

**ARTICLE VI.  
CONDITIONS TO THE UNDERTAKINGS OF THE CITY**

All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- (A) Phase 2 shall be complete on or before December 31, 2017. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.
- (B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.
- (C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.
- (D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

**ARTICLE VII.  
TID CONTINGENCY**

Developer's and the City's obligations associated with Article V. are contingent upon the following:

- (A) As to the Direct Loan, the approval by the Common Council.
- (B) As to the TID Loan, the City amending and obtaining Common Council approval and Joint Review Board approval for the Project in TID 13.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

### **ARTICLE VIII. INDEMNIFICATION OF THE CITY**

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

### **ARTICLE IX. DEFAULT/REMEDIES**

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Developer shall pay a late payment charge to the City equal to five (5%) percent of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to the delinquent installment for purposes of this provision.

(C) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. 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, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

## **ARTICLE X. FORCE MAJEURE**

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

## **ARTICLE XI. ADDITIONAL PROVISIONS**

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or Phase 2, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of Phase 2 as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued. No owner of the Property may subdivide the Property nor sell, transfer or convey less than the entire Property.

11.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

11.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.8. Recording. This Agreement in a form mutually agreeable to the parties shall be recorded in the Office of the Sheboygan County Register of Deeds against the Property at the cost and expense of the Developer.

11.9 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081  
Attn: City Clerk

with a copy to:  
City Attorney  
City of Sheboygan, Wisconsin  
828 Center Ave., Suite 304  
Sheboygan, WI 53081

To the Developer:

The Founder's Club, LLC  
2104 Union Avenue  
Sheboygan, WI 53081

11.10 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.11 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.12 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.13 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.14 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. The City of Sheboygan shall record a certified copy of the approving Resolution and Development Agreement in the Office of the Register of Deeds for Sheboygan County, Wisconsin at the City's expense.

11.15 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consultant fees for amending the TID and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein.

List of Exhibits:

- "A" Construction Drawings
- "B" Legal Description of the Property
- "C" Promissory Note
- "D" Real Estate Mortgage

This document consists of twelve (12) pages, including the following signature page.

**SIGNATURE PAGE FOR  
DEVELOPMENT AGREEMENT**

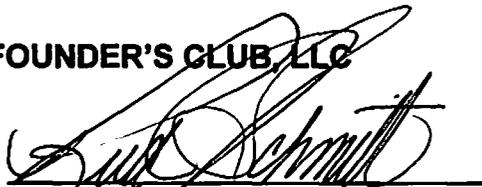
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

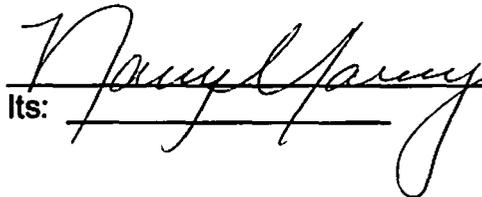
**CITY OF SHEBOYGAN, WISCONSIN**

**BY:**   
Michael Vandersteen, Mayor

**ATTEST:**   
Susan Richards, City Clerk

**THE FOUNDER'S CLUB, LLC**

**BY:**   
Its: Manager

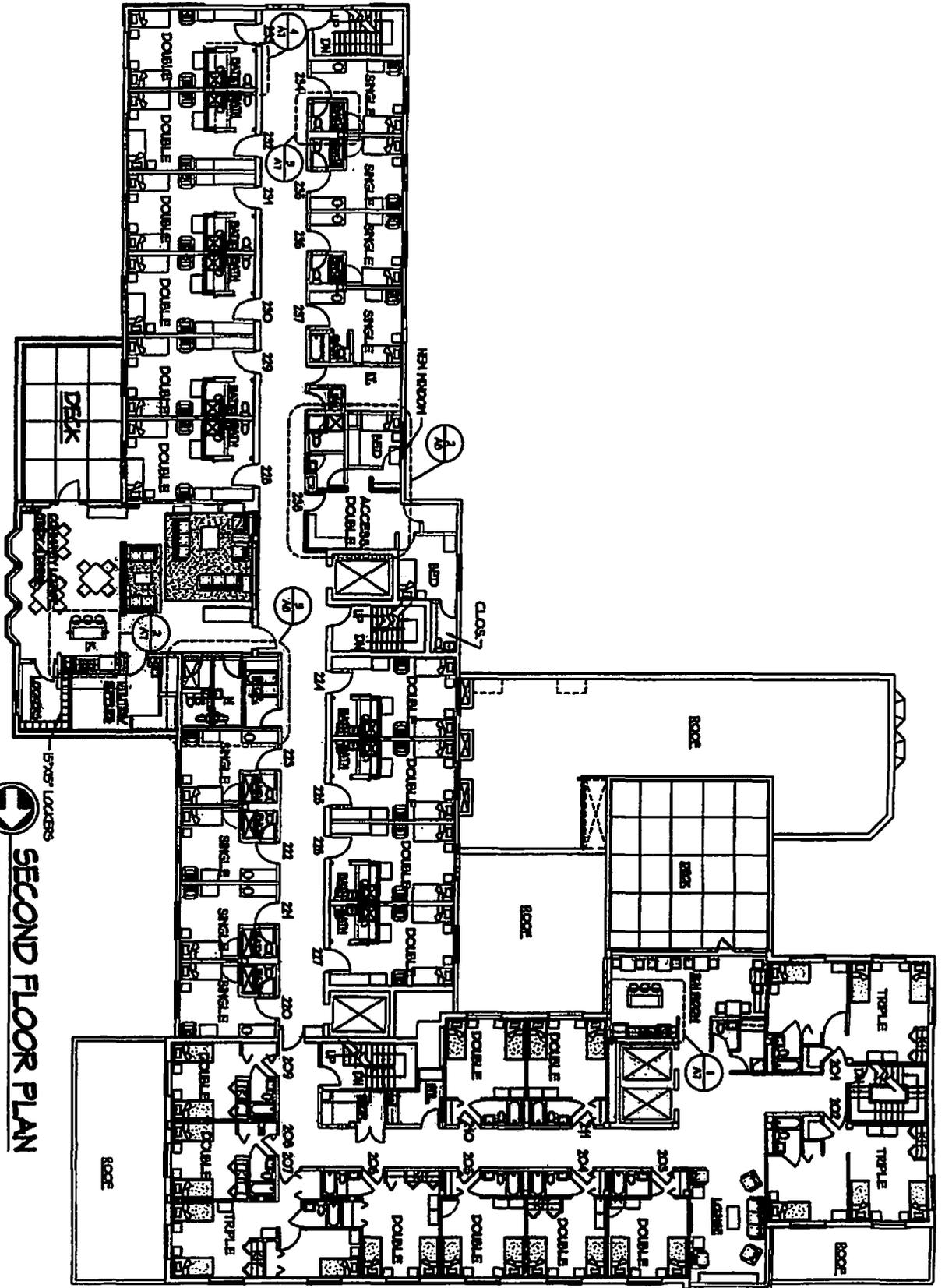
**ATTEST:**   
Its: \_\_\_\_\_

This document authorized by and in accordance with Res. No. 201-16-17.

**EXHIBIT "A"**  
**CONSTRUCTION DRAWINGS**

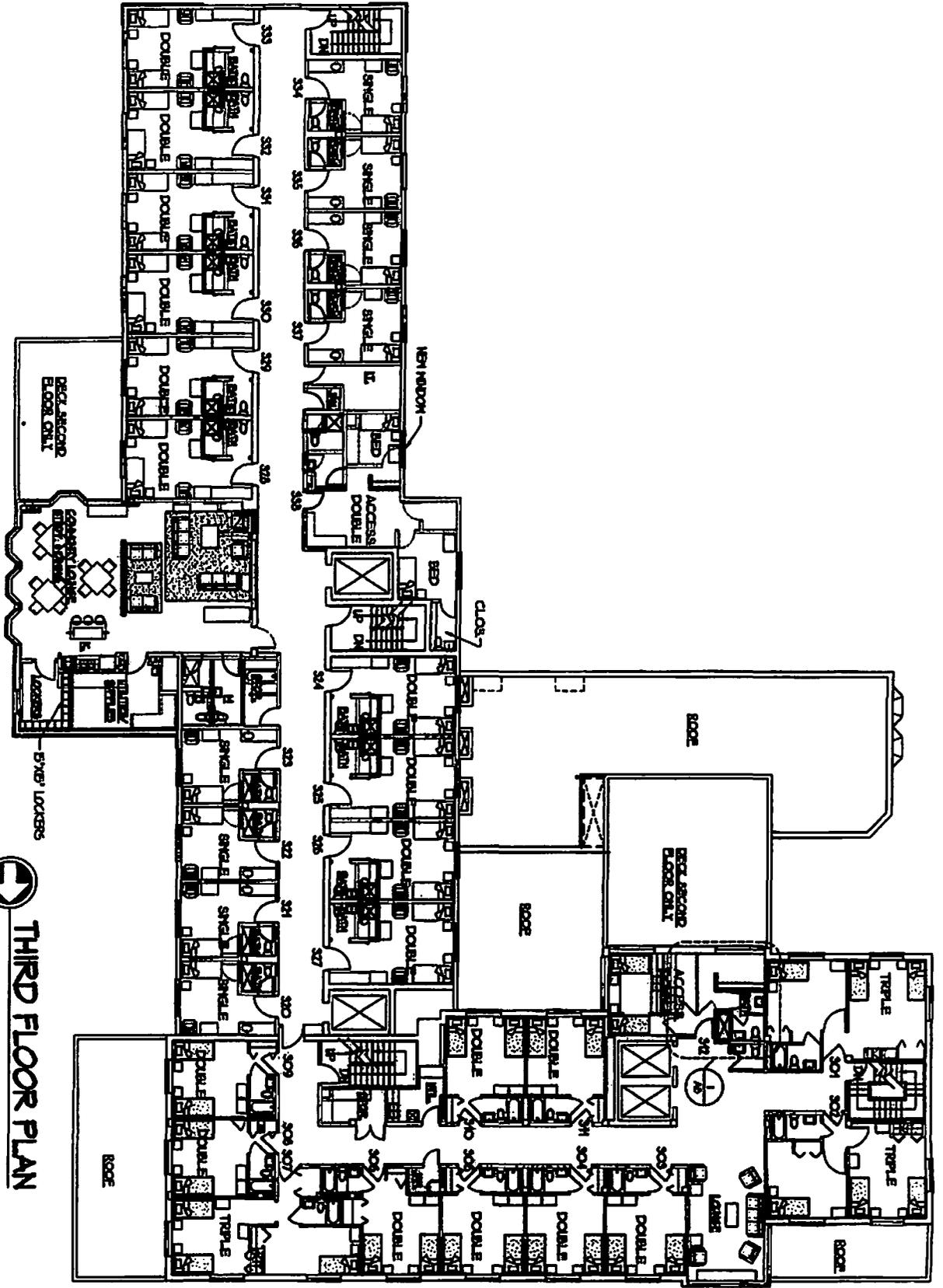






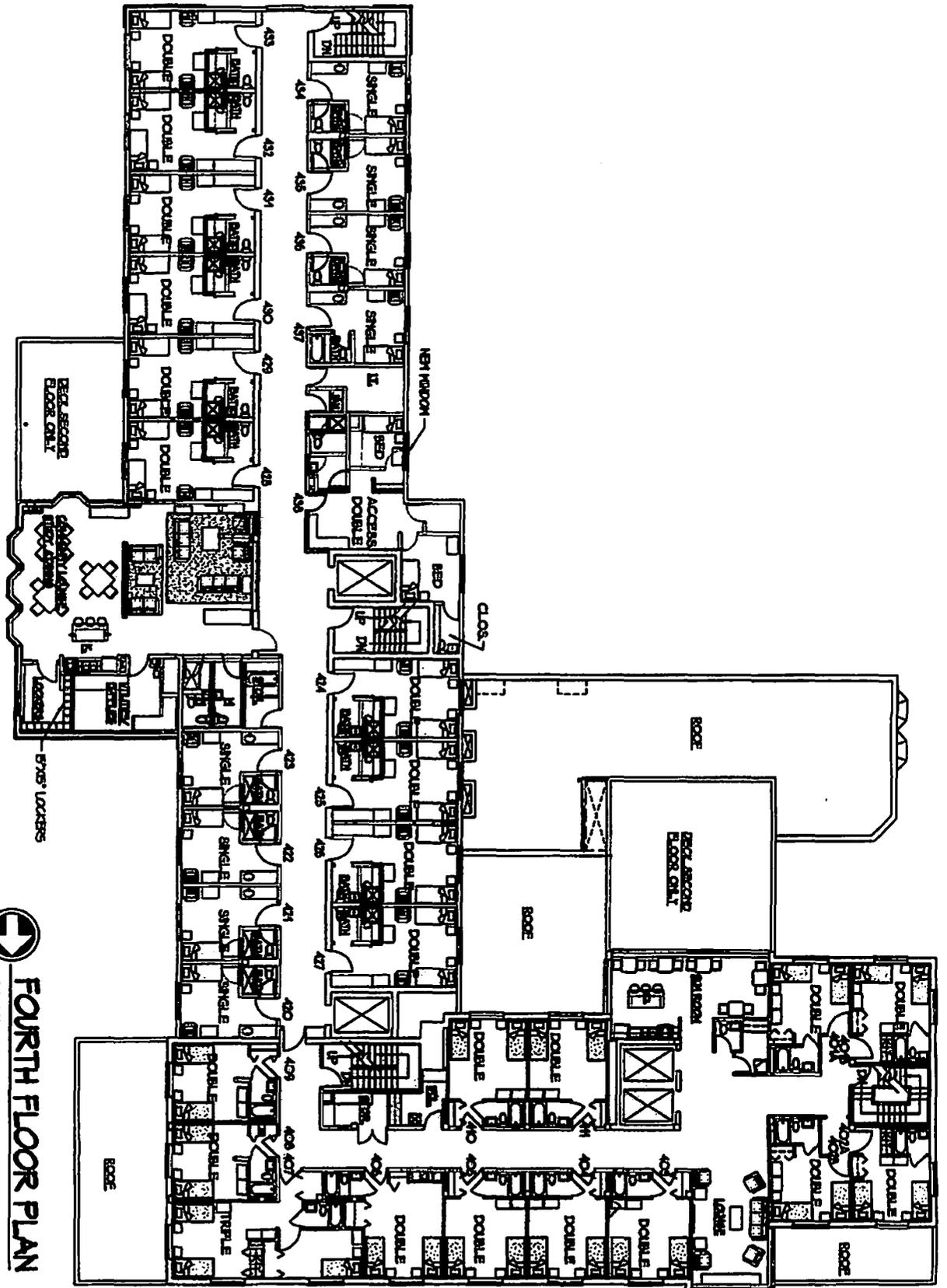

**SECOND FLOOR PLAN**  
 SCALE 1/8" = 1'-0"

<b>A2</b>	DATE	04-24-88	<b>LJM Architects</b>	628 Howard Drive    Oshkosh, WI 53001 Phone (920) 436-8800    Fax (920) 436-1888	NO.	REVISIONS	DATE
	PROJECT NO.	1443					
DRAWN BY		AS					
CHECKED BY		AS					
DESIGNED BY		AS					
PROJECT TITLE		<b>6TH AND ONTARIO APARTMENT HOUSING DEVELOPMENT</b> <b>930 NORTH 6TH STREET</b> <b>SHEBOYGAN, WISCONSIN 53081</b>					



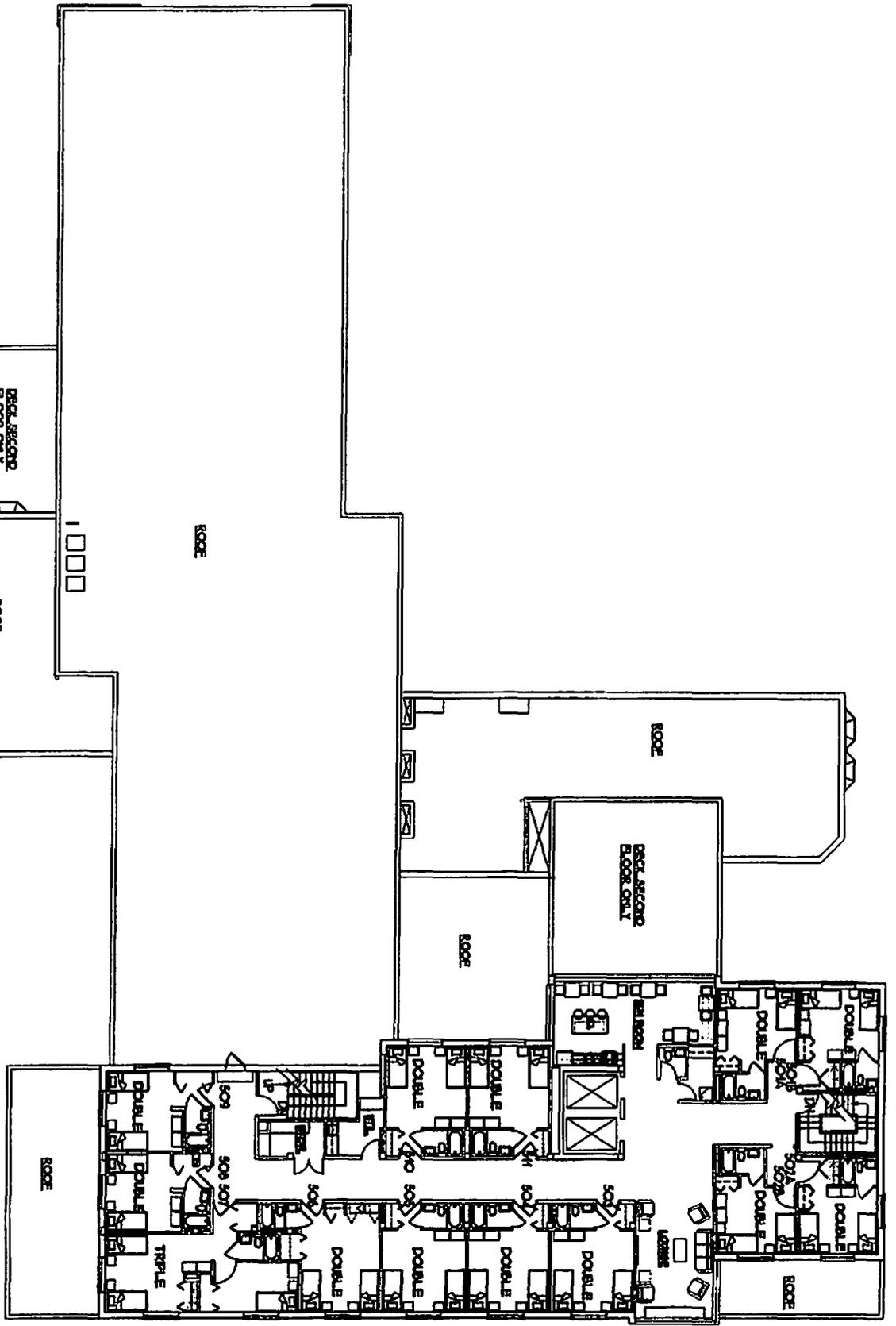

**THIRD FLOOR PLAN**  
 SCALE 1/8" = 1'-0"

<b>A3</b>	DATE	DATE	 <b>LJM Architects</b> 625 Howard Drive      Sheboygan, WI 53081 Phone (920) 450-0300      Fax (920) 450-1480	NO.    REVISIONS    DATE
	PROJECT NO.	PROJECT NO.		
	SHEET NO.	SHEET NO.		
	CONVERTED BY	CONVERTED BY		
DRAWN BY	DRAWN BY	<b>6TH AND ONTARIO,          APARTMENT HOUSING DEVELOPMENT</b> <b>890 NORTH 6TH STREET          SHEBOYGAN, WISCONSIN 53081</b>		



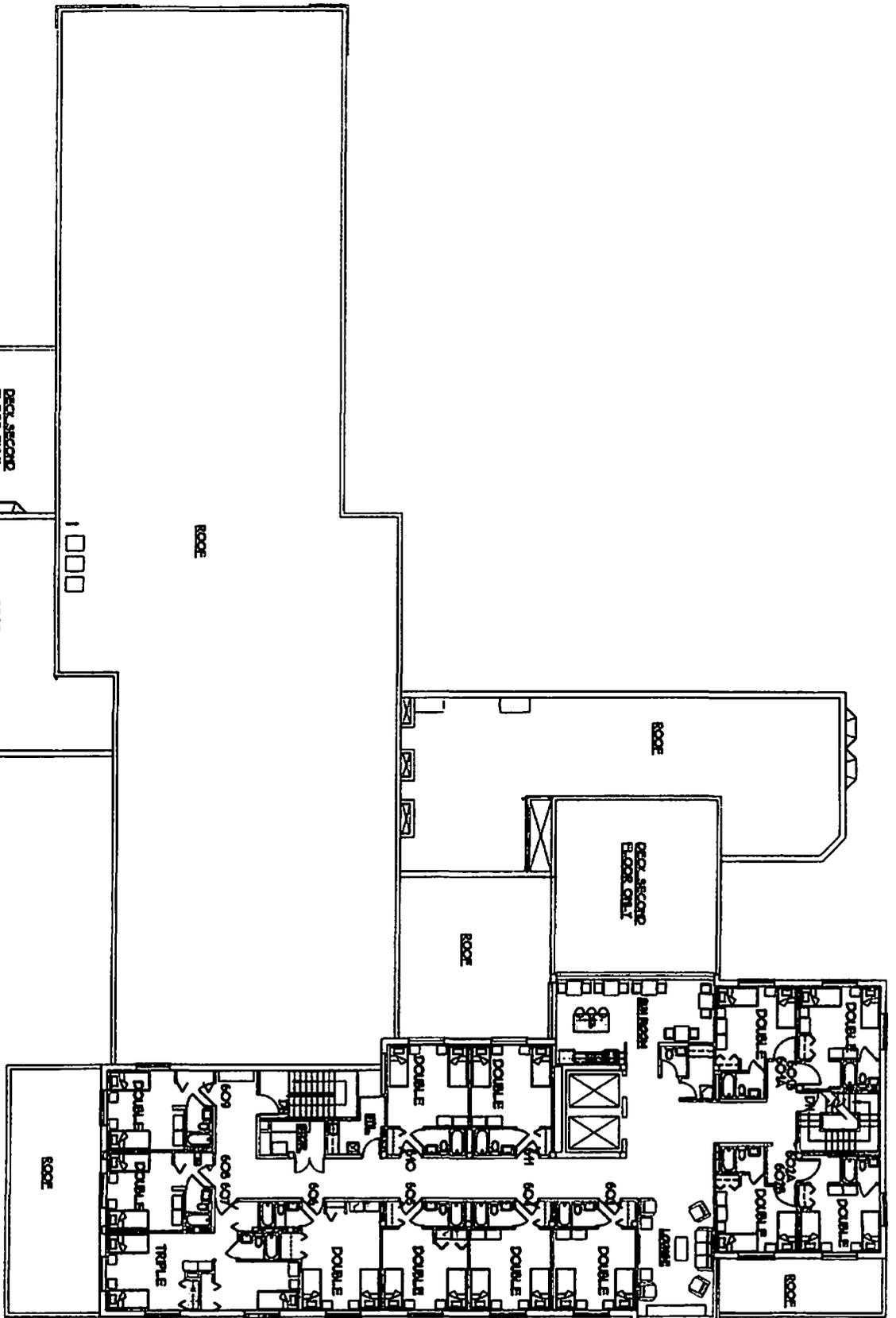
**FOURTH FLOOR PLAN**  
SCALE 1/8" = 1'-0"

<b>A4</b>	DESIGNED BY DATE	<b>6TH AND ONTARIO APARTMENT HOUSING DEVELOPMENT 620 NORTH 6TH STREET SHEBOYGAN, WISCONSIN 53081</b>	<b>LJM Architects</b> <small>618 Sheboygan Drive Sheboygan, WI 53081 Phone (907) 488-6200 Fax (907) 488-1426</small>	NO. REVISIONS	DATE
	CHECKED BY DATE				
PROJECT NO. 1441	SHEET NO.				




**FIFTH FLOOR PLAN**  
 SCALE 1/8" = 1'-0"

<b>A5</b>	PROJECT NO.	DATE	DRAWN BY	<b>6TH AND ONTARIO,          APARTMENT HOUSING DEVELOPMENT</b> 620 NORTH 6TH STREET SHEBOYGAN, WISCONSIN 53081	 <b>LJM          Architects</b> 813 Everrest Drive Sheboygan, WI 53081 Phone (920) 458-4800 Fax (920) 458-1465	NO.	REVISIONS	DATE
	SHEET NO.	07/14	WJ			1		




**SIXTH FLOOR PLAN**  
 SCALE 1/8" = 1'-0"

<b>A 6</b>	PROJECT NO.	DATE	DESIGNED BY	DRAWN BY	<b>6TH AND ONTARIO APARTMENT HOUSING DEVELOPMENT</b> 630 NORTH 6TH STREET SHERBOYGAN, WISCONSIN 53081	 <b>LJM Architects</b> 613 Riverfront Drive Sheboygan, WI 53081 Phone (820) 458-4800 Fax (820) 458-1488	NO. REVISIONS	DATE
	PROJEKT NO.	DATE	DESIGNED BY	DRAWN BY				

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1 of the Certified Survey Map recorded in Volume 22 of Certified Survey Maps on Pages 92-93 as Document Number 1792732 being all of Lots 1, 2, 3 and 9 and parts of Lots 8, 10, 11 and 12 and the respective halves of the vacated East-West alley adjacent thereto and that portion of the vacated Niagara Avenue right of way adjacent to Lots 8, 9 and 10, all in Block 104 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin; together with all rights in and to that portion of the 26 foot Ingress and Egress Easement lying within Lot 2 of said Certified Survey Map.

**EXHIBIT "C"**  
**PROMISSORY NOTE**

May 1, 2017

\$390,000.00

FOR VALUE RECEIVED, the undersigned The Founder's Club, LLC (Maker), hereby promises to pay to the City of Sheboygan, Wisconsin (Holder) at such place as shall be directed from time to time, the principal sum of Three Hundred Ninety Thousand Dollars (\$390,000.00), together with interest thereon at the rate of Three and 01/100 percent (3.01%) per annum from the date hereof. The balance of principal and interest will be paid at the rate of Three Thousand Seven Hundred Sixty-Seven and 98/100 Dollars (\$3,767.67) per month with the first payment due on or before June 1, and every first day of the month thereafter with final payment due on May 1, 2027. Attached is an amortization schedule depicting the payments of principal and interest hereunder.

This Note may be prepaid by Maker, in whole or in part, without premium or penalty. Any payments (including prepayments) made by Maker under this Note shall be applied first to the payment of accrued but unpaid interest on the principal amount of this Note to the date of each payment and then against principal installments hereunder, in inverse order of their maturity.

Should the undersigned be in default in the payment of any amount of principal and interest as the same is due hereunder, the entire amount of unpaid principal and interest hereunder, at the option of the holder of this Promissory Note, shall become immediately due and payable. The undersigned does hereby waive presentment, demand, notice, notice of dishonor and protest. In the event of default and acceleration of the balance owing, the holder of this Promissory Note shall be entitled to exercise all remedies available to him under Wisconsin law and the undersigned shall pay all costs and expenses, including reasonable attorneys fees, incurred by the holder in enforcing his rights and remedies under this Promissory Note.

THE FOUNDER'S CLUB, LLC

By: \_\_\_\_\_  
Reed J. Schmitt, Manager

By: \_\_\_\_\_  
Steven J. Schmitt, Manager

**Personal Guaranty**

The undersigned jointly and severally guarantee the payment of all amounts due and owing under the Note above, including, without limitation, principal and interest.

\_\_\_\_\_  
Reed J. Schmitt

\_\_\_\_\_  
Steven J. Schmitt

**EXHIBIT "D"**  
**REAL ESTATE MORTGAGE**

**REAL ESTATE MORTGAGE**

**The Founder's Club, LLC,**

a Wisconsin limited liability company

"Mortgagor, "whether one or more) mortgages, conveys and warrants to the CITY OF SHEBOYGAN, 828 CENTER AVE, SHEBOYGAN, WI 53081

("Lender" in consideration

of the sum of **Three Hundred, Ninety Thousand and 00/100** Dollars (\$ 390,000.00 ) loaned or to be loaned to **The Founder's Club, LLC,**

("Borrower," whether one or more), evidenced by Borrower's note (s) or agreement dated \_\_\_\_\_ the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reserve side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

1. Description of Property. (This property \_\_\_\_\_ is not \_\_\_\_\_ the homestead of Mortgagor.) (is) (is not)

Recording Area

Name and Return Address

City Attorney Charles Adams  
828 Center Ave, Suite 304  
Sheboygan, WI 53081-4442

**59281 105970**

Parcel Identifier No.

Lot 1 of Certified Survey Map recorded in Volume 22 of the Certified Survey Maps on Pages 92-93 as Document Number 1792732 being all of Lots 1, 2, 3 and 9 and parts of Lots 8, 10, 11 and 12 and the respective halves of the vacated East-West alley adjacent thereto and that portion of the vacated Niagara Avenue right of way adjacent to Lots 8, 9 and 10, all in Block 104 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin together with all rights in and to that portion of the 26 foot Ingress and Egress Easement lying within Lot 2 of said Certified Survey Map.

PROPERTY ADDRESS: 930 North 6th Street

- \_\_\_\_\_ If checked here, description continues or appears on attached sheet.
- \_\_\_\_\_ If checked here, this Mortgage is a construction mortgage.
- \_\_\_\_\_ If checked here, Condominium rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and \_\_\_\_\_ None

3. Escrow Interest N/A be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The Undersigned acknowledges receipt of an exact copy of this Mortgage.

**NOTE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT**

- ( a ) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
- ( b ) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- ( c ) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed: \_\_\_\_\_ (Date)

(SEAL)

(Type of Organization)

By: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Title)

(SEAL)

\* Manager

(SEAL)

\*

(SEAL)

\*

**AUTHENTICATION**

Signatures of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_

Title: member State Bar of Wisconsin  
or  
authorized under SS 706-.06, Wisconsin. Stats.

This instrument drafted by:  
\_\_\_\_\_  
\_\_\_\_\_

\*Type or print name signed above.

OR

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )  
) SS.  
COUNTY OF SHEBOYGAN )  
This instrument was acknowledged before me on \_\_\_\_\_  
by The Founder's Club, LLC,  
\_\_\_\_\_  
(Name(s) of Person(s))  
as \_\_\_\_\_  
(Type of authority: e.g., officer, trustee, etc., if any)  
of \_\_\_\_\_  
(Name of party on behalf of whom instrument was executed, if any)

Notary Public, Wisconsin  
My commission (Expires) Is \_\_\_\_\_

**ADDITIONAL PROVISIONS**

5. **Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage on the reverse side, plus interest and charges, according to the terms of the promissory note(s) or agreements(s) of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications of such promissory note(s) or agreement(s) plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus this has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations Mortgage and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. **Taxes.** To the extent not paid to Lender under paragraph 8 (a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. **Insurance.** Mortgagor shall keep the Improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers reasonably satisfactory to Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's satisfaction, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the Improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.

8. **Mortgagor's Covenants.** Mortgagor covenants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessment and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed Improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representative may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property; and
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified on the reverse side.

9. **Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property. (cc) that without limiting the generality of the foregoing, Mortgagor has no knowledge after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorney's fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from arising out of, or based upon (f) the presence, use storage, deposit, treatment, recycling or disposal,

at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any hazardous Substance to or from the Property, (j) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage with respect to preserving or insuring the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by SS 425.105, Wis. Stats., if applicable, or the document evidencing the Obligation and, in the event, the Obligation will become due and payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

**12. Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

**13. Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

**14. Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property.; Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin consumer Act. If applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11 above, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents paid to Mortgagor thereafter in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the lease, enforce the payment of the Rents and exercise all of the rights of Mortgagor under the leases and all of the rights of Lender under this Mortgage. All such payments shall be applied in such manner payment of Rents and exercise all of the rights of Mortgagor under the leases and all of the rights of directly to Lender under this Mortgage. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay or the commencement of a foreclosure action) without sequeing or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the term or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

**15. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy of inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected to be held and applied as the court may direct.

**16. Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of SS 846.101 Wis. Stats., and as the same may be amended r renumbered from time to time, permitting Lender upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a far, a church or owned by a tax exempt charitable organization. Mortgagor agrees t to the provisions of SS846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**17. Expenses.** To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

**18. Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and bind Mortgagor(s) and their respective heirs, personal representative, successors and assigns.

**19. Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

VIII

R. C. No. 351 - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred Res. No. 204-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget (establish revenue and appropriation for contracted services for Fire Station #2 architectural and engineering services associated with the reconstruction of the roof structure); recommends that the Resolution be passed.

*neg*

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\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# III

Other Matters

7.1

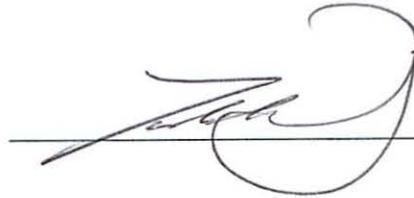
Res. No. 204 - 16 - 17. By Alderperson Wolf. February 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish estimated revenue and appropriation for contracted services for Fire Station 2 architectural and engineering services associated with the reconstruction of the roof structure:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund Unreserved Fund Balance 400-253000	Capital Improvement Fund Advance from Capital Project Fund 476-236400	\$35,200

*Finance  
approve*



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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. 353 - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred Res. No. 207-16-17 (DIRECT REFERRAL) by Alderperson Wolf approving the terms and conditions of the Development Agreement between The Founders Club, LLC and the City of Sheboygan; recommends approving the Resolution.

*relg*

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\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

**III**

**DIRECT REFERRAL TO FINANCE**

Res. No. 207- 16 - 17 . By Alderperson Wolf. February 27, 2017.

A RESOLUTION approving the terms and conditions of the Development Agreement between The Founders Club, LLC and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Development Agreement between The Founders Club, LLC and the City of Sheboygan, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

*Finance  
approve*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE FOUNDER'S CLUB, LLC  
AND THE CITY OF SHEBOYGAN**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_ day of March, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and The Founder's Club, LLC, a Wisconsin limited liability company, with its principal offices located at 2104 Union Avenue, Sheboygan, WI 53081 (hereinafter "Developer").

**RECITALS**

The City is in the process of amending Tax Incremental Financing District No. 13 ("TID 13"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by Section 66.1105(9)(a) of Wisconsin Statutes to pay towards the costs of the Project from the special fund of TID 13 or from the proceeds of municipal obligations issued under Wisconsin Statutes.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project for TID 13.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the Downtown Sheboygan.

The City understands that in order for the Project to advance the City needs to provide bridge lending to the Developer pending final approval by the Common Council.

The amended Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID 13 and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

It is in the mutual interest of all parties to proceed with development of Phase 2 and, in return for the benefits to be derived therefrom, the City is prepared to provide

financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

## **AGREEMENT**

**NOW, THEREFORE,** in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I. DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Construction Drawings" means the plans for the Phase 2 as approved by the City of Sheboygan Plan Commission on May 10, 2016.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Project" or "Phase 2" means the development proposed by Developer herein for approximately 70 fully furnished dorm-style rooms as described on Exhibit "A".

"Project Plan" means the Project Plan Amendment No.1 for proposed Tax Incremental Financing District No. 13 of the City of Sheboygan, Wisconsin.

"Property" means the property located at 930 North 6th Street, Sheboygan, WI 53081 and as legally described on Exhibit "B".

"Tax Incremental Value" means the increased real estate value of the Property related to Phase 2, which shall be at least \$2,600,000 and shall be maintained over the life of this Agreement.

"Tax Increment Revenue" means the tax increment (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated from the Tax Incremental Value.

"Term" means the term of this agreement, which begins with the execution of the agreement by the parties, and ends on the later of either the date all payments and obligations of the Developer are fully paid and completed or the termination date of TID 13.

**ARTICLE II.  
OVERVIEW OF THE PROJECT**

Phase 2 consists of the redevelopment of a portion of the former senior nursing facility into approximately 70 fully furnished dorm-style rooms as part of the development described on the Construction plans approved the City of Sheboygan Plan Commission shall be attached hereto as Exhibit "A" (the "Construction Drawings").

**ARTICLE III.  
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for Phase 2.

(A) Developer is a duly organized and currently existing domestic limited liability company organized under the laws of the State of Wisconsin.

(B) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer. No other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of Phase 2, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the owner of the Property. Phase 2 to be constructed will be fully subject to taxation under Wisconsin property tax laws. Developer, for

itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of Phase 2 in whole or part from taxability under property tax laws.

#### **ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER**

4.1 Construction of the Project. The Developer shall commence construction of Phase 2 in 2017 and shall complete construction of Phase 2 on or before December 31, 2017.

4.2 Compliance with Codes, Plans and Specifications, etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.3 Taxes. Developer, as an inducement to the City to proceed with the amendment of TID 13 and to provide grants as provided herein to Developer for the development of Phase 2, hereby represents that the contemplated Phase 2 will be fully subject to real estate and personal property taxes under state law during the Term of this agreement. During said Term, the Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of Phase 2.

Notwithstanding the above, in the event that Phase 2 is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to Phase 2 and the Property.

**ARTICLE V.  
UNDERTAKINGS OF THE CITY**

5.1 Development Incentives. The City will provide the following to the Developer:

(A) A loan in the sum of \$390,000 as a direct loan coming from the unreserved balance of the City Capital Projects Fund (the "Direct Loan"). The City will disburse the \$390,000 loan proceeds within five (5) business days upon the publication of the transfer of appropriations as approved by the Common Council on or about March 31, 2017. The Direct Loan shall be evidenced by a Promissory Note in the form of attached Exhibit "C" which shall be guaranteed by Reed and Steven Schmitt as set forth on attached Exhibit "C" and agree to pay all costs of collection, including reasonable attorneys' fees, incurred or paid by the holder of said note for the enforcement of said Personal Guaranties.

(B) The City will provide to the Developer a \$390,000 loan from the Capital Projects Fund at an interest rate of 3.01 percent for ten (10) years (the "TID Loan") upon approval by the Joint Review Board and Common Council of necessary amendments to TID 13. The City will disburse to the Developer the TID Loan upon publication of the Common Council resolution amending the Project Plan for TID 13 on or about May 5, 2017. The City shall hold a real estate mortgage in second position behind the lender to secure the Note in the form of attached Exhibit "D". Upon receiving the Tax Incremental Value of Phase 2 as calculated by the difference of real estate value of the Property from January 1, 2017 to January 1, 2018 by the City Assessor, principal and interest on the TID Loan shall be paid by the City by applying 90 percent of the Tax Increment Revenue created by the Tax Incremental Value to the TID Loan.

5.2 Tax Incremental Value. It is understood that Tax Incremental Value and dates are critical and directly tied to the development incentive package given to the Developer. The actual value of the Property may be higher than the Tax Incremental Value, depending upon market forces and City assessments. Regardless, the actual value must be maintained at a level equal to or greater than the required Tax Incremental Value.

Developer, as an inducement to the City to provide development incentive payments as provided herein to Developer for development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law during the Term. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project during the Term.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time during the Term to be exempt from real and/or

personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, School District, and any other property taxing jurisdiction in amounts and within the time periods that would otherwise be required as if property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property. The foregoing shall be deemed to be a covenant running with the land and the burden of making payments in lieu of taxes shall be borne by the owner of the Property at such time that the obligation to make such payment is triggered; any prior owner shall have no liability for such payments.

**ARTICLE VI.  
CONDITIONS TO THE UNDERTAKINGS OF THE CITY**

All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) Phase 2 shall be complete on or before December 31, 2017. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

**ARTICLE VII.  
TID CONTINGENCY**

Developer's and the City's obligations associated with Article V. are contingent upon the following:

(A) As to the Direct Loan, the approval by the Common Council.

(B) As to the TID Loan, the City amending and obtaining Common Council approval and Joint Review Board approval for the Project in TID 13.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

#### **ARTICLE VIII. INDEMNIFICATION OF THE CITY**

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

#### **ARTICLE IX. DEFAULT/REMEDIES**

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Developer shall pay a late payment charge to the City equal to five (5%) percent of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to the delinquent installment for purposes of this provision.

(C) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. 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, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

## **ARTICLE X. FORCE MAJEURE**

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

## **ARTICLE XI. ADDITIONAL PROVISIONS**

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or Phase 2, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of Phase 2 as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued. No owner of the Property may subdivide the Property nor sell, transfer or convey less than the entire Property.

11.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

11.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.8. Recording. This Agreement in a form mutually agreeable to the parties shall be recorded in the Office of the Sheboygan County Register of Deeds against the Property at the cost and expense of the Developer.

11.9 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081  
Attn: City Clerk

with a copy to:  
City Attorney  
City of Sheboygan, Wisconsin  
828 Center Ave., Suite 304  
Sheboygan, WI 53081

To the Developer:

The Founder's Club, LLC  
2104 Union Avenue  
Sheboygan, WI 53081

11.10 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.11 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.12 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.13 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.14 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. The City of Sheboygan shall record a certified copy of the approving Resolution and Development Agreement in the Office of the Register of Deeds for Sheboygan County, Wisconsin at the City's expense.

11.15 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consultant fees for amending the TID and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein.

List of Exhibits:

- "A" Construction Drawings
- "B" Legal Description of the Property
- "C" Promissory Note
- "D" Real Estate Mortgage

This document consists of twelve (12) pages, including the following signature page.

**SIGNATURE PAGE FOR  
DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

**BY:** \_\_\_\_\_  
Michael Vandersteen, Mayor

**ATTEST:** \_\_\_\_\_  
Susan Richards, City Clerk

**THE FOUNDER'S CLUB, LLC**

**BY:** \_\_\_\_\_  
Its: Manager

**ATTEST:** \_\_\_\_\_  
Its: \_\_\_\_\_

This document authorized by and in accordance with Res. No. \_\_\_\_-16-17.

**EXHIBIT "A"**  
**CONSTRUCTION DRAWINGS**

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 1 of the Certified Survey Map recorded in Volume 22 of Certified Survey Maps on Pages 92-93 as Document Number 1792732 being all of Lots 1, 2, 3 and 9 and parts of Lots 8, 10, 11 and 12 and the respective halves of the vacated East-West alley adjacent thereto and that portion of the vacated Niagara Avenue right of way adjacent to Lots 8, 9 and 10, all in Block 104 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin; together with all rights in and to that portion of the 26 foot Ingress and Egress Easement lying within Lot 2 of said Certified Survey Map.

**EXHIBIT "C"**  
**PROMISSORY NOTE**

May 1, 2017

**\$390,000.00**

FOR VALUE RECEIVED, the undersigned The Founder's Club, LLC (Maker), hereby promises to pay to the City of Sheboygan, Wisconsin (Holder) at such place as shall be directed from time to time, the principal sum of Three Hundred Ninety Thousand Dollars (\$390,000.00), together with interest thereon at the rate of Three and 01/100 percent (3.01%) per annum from the date hereof. The balance of principal and interest will be paid at the rate of Three Thousand Seven Hundred Sixty-Seven and 98/100 Dollars (\$3,767.67) per month with the first payment due on or before June 1, and every first day of the month thereafter with final payment due on May 1, 2027. Attached is an amortization schedule depicting the payments of principal and interest hereunder.

This Note may be prepaid by Maker, in whole or in part, without premium or penalty. Any payments (including prepayments) made by Maker under this Note shall be applied first to the payment of accrued but unpaid interest on the principal amount of this Note to the date of each payment and then against principal installments hereunder, in inverse order of their maturity.

Should the undersigned be in default in the payment of any amount of principal and interest as the same is due hereunder, the entire amount of unpaid principal and interest hereunder, at the option of the holder of this Promissory Note, shall become immediately due and payable. The undersigned does hereby waive presentment, demand, notice, notice of dishonor and protest. In the event of default and acceleration of the balance owing, the holder of this Promissory Note shall be entitled to exercise all remedies available to him under Wisconsin law and the undersigned shall pay all costs and expenses, including reasonable attorneys fees, incurred by the holder in enforcing his rights and remedies under this Promissory Note.

THE FOUNDER'S CLUB, LLC

By: \_\_\_\_\_  
Reed J. Schmitt, Manager

By: \_\_\_\_\_  
Steven J. Schmitt, Manager

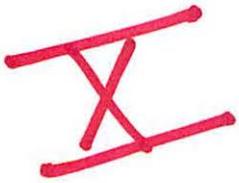
**Personal Guaranty**

The undersigned jointly and severally guarantee the payment of all amounts due and owing under the Note above, including, without limitation, principal and interest.

\_\_\_\_\_  
Reed J. Schmitt

\_\_\_\_\_  
Steven J. Schmitt

**EXHIBIT "D"**  
**REAL ESTATE MORTGAGE**



Gen. Ord. No.       - 16 - 17      . By Alderpersons Donohue and Hou-Seye.  
March 6, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1031 Maryland Ave. from Class UI Urban Industrial to Class CC Central Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UI Urban Industrial to Class CC Central Commercial Classification:

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

*City Plan*

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

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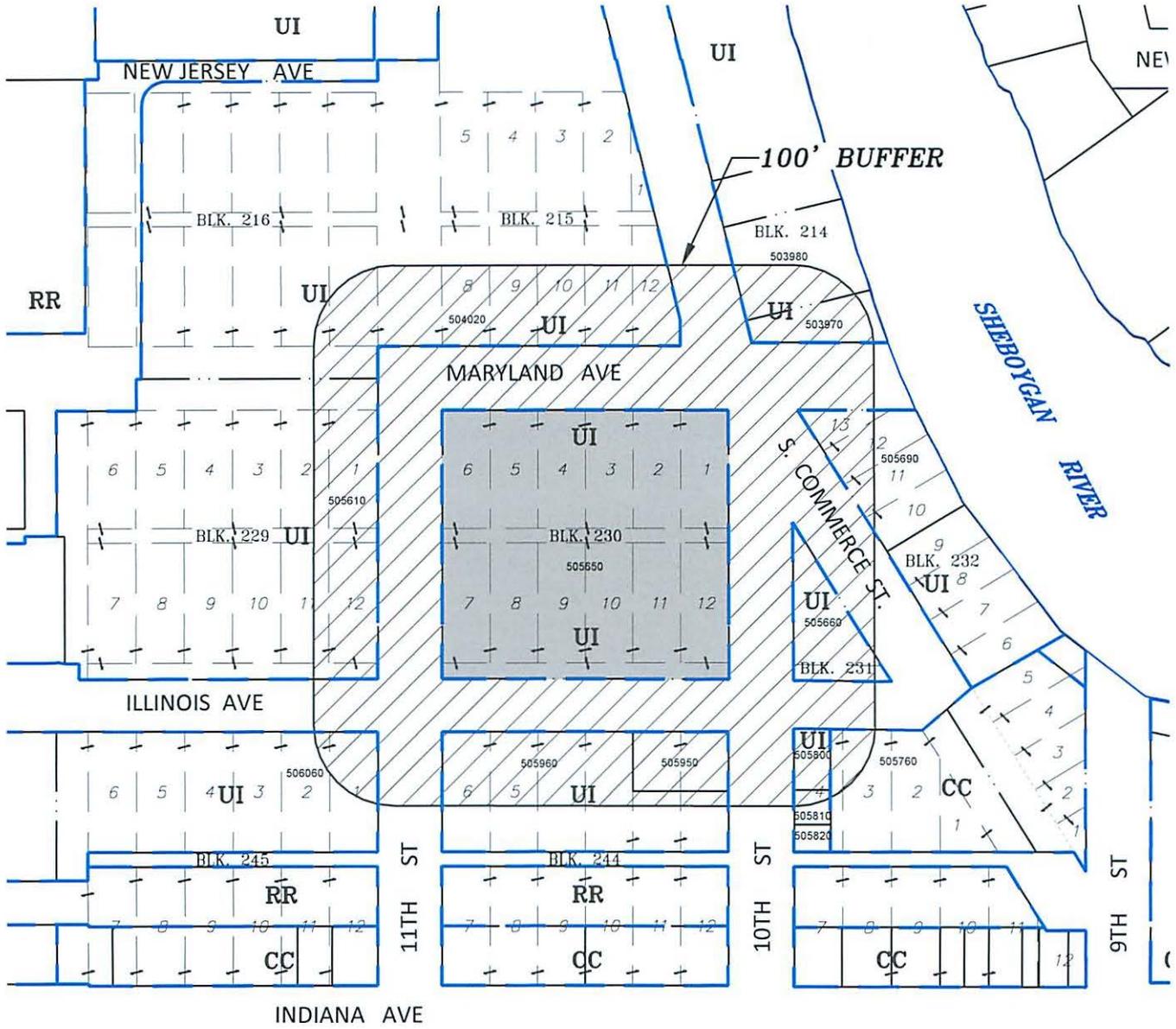
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

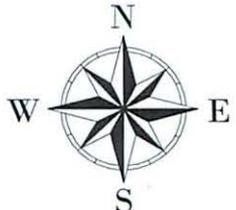
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL TO CENTRAL COMMERCIAL SECTION 26, T. 15 N., R. 23 E.

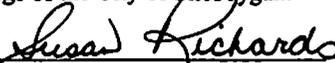
ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



**KCG DEVELOPMENT**





  
City Clerk



8 4 1 6 1 8 0

Tx:4130842

2037018

SHEBOYGAN COUNTY, WI

RECORDED ON

04/03/2017 3:35 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 3

PAGES: 3

RETURN TO:

CITY CLERK

828 CENTER AVE., STE 100

SHEBOYGAN WI 53081

Gen. Ord. No. 44 - 16 - 17. By  
Alderspersons Belanger and Wolf.  
March 6, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for *direct annexation* by unanimous approval filed with the city clerk on the 24th day of February, 2017, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

All of Lot 20 and part of Lots 19 and 21, all in Block 6 of The Lake Shore Division and part of the North 15th Street Right of Way, located in the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 10, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southwest corner of Lot 18 of said Block 6 of said Lake Shore Division as recorded in Volume 3 of Plats on Page 63 in the Sheboygan County Register of Deeds Office, thence North 01°24'54" West along the West lines of Lots 18 and 19 of said Block 6 and the East Right of Way line of said North 15th Street a distance of 68.02 feet to a point 12 feet Southerly of the Northwest corner of said Lot 19 and the Point of Beginning for this description;  
thence North 89°56'56" West a distance of 32.95 feet to the Centerline of said North 15th Street;  
thence North 01°24'54" West along said Centerline a distance of 132.04 feet to the Westerly extension of the North line of Lot 22 of said Block 6;  
thence South 89°59'38" East along the Westerly extension of said North line a distance of 32.95 feet to the Northwest corner of said Lot 22 and said East Right of Way line;  
thence South 01°24'54" East along the West lines of said Lot 22 and Lot 21 of said Block 6 and said East Right of Way line a distance of 73.02 feet to a point 7 feet more or less Northerly of the Northwest corner of Lot 20 of said Block 6;  
thence South 89°59'41" East along a line 7 feet more or less Northerly of the North line of said Lot 20 a distance of 131.66 feet to a point on the West line of a 15 foot platted alley and the East line of said Lot 21, said point being 7 feet more or less Northerly of the Northeast corner of said Lot 20;

thence South 00°15'09" West along the East lines of said Lots 21 and 20 a distance of 47.13 feet to the Southeast corner of said Lot 20;  
thence North 89°56'56" West along the South line of said Lot 20 a distance of 67.82 feet;  
thence South 01°12'35" East a distance of 12.00 feet;  
thence North 89°56'56" West a distance of 62.42 feet to a point 12 feet Southerly of the Northwest corner of said Lot 19 and the Point of Beginning.

The land described above contains 0.259 acres (11264 square feet) of land, more or less.  
End of description.

"This legal description corrects non-substantive errors in the description in the original petition."

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

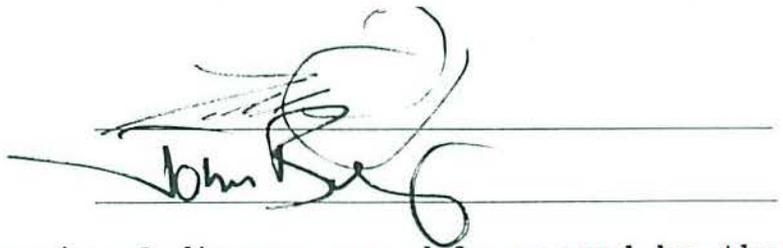
Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class Urban Commercial Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 33rd Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 20<sup>th</sup> day of March, 2017.

Dated March 22 2017. Susan Richards City Clerk

Approved March 22 2017. Michael J. [unclear] Mayor

Proceedings Published March 27, 2017.

Ordinances Published March 27, 2017.

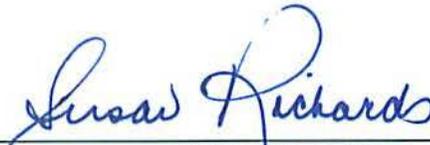
Certified March 27, 2017 to - Building Insp.; Police Dept.; Eng.; Assessor; Fin. Dir./Treas.; CA; Library; Dir. Of City Dev.; Supt. Of Streets; MSB; Transit; Eng.; DPW; Atty.; Dep. Clerk; SBC; Supervisor of Equalization; Alliant Eng. Services; Alliant; WPS; Town of Sheboygan; Town Sanitary; County Clerk; Real Property; Supt. Of Schools; Wisconsin Department of Administration; Reg. of Deeds; Charter Cable; Muni Code; Ord. Book; Fire Chief; Police Chief; Sheriff's Dept.

CERTIFICATE OF ANNEXATION

I, Susan Richards, City Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin, do hereby certify that the attached is a true and correct copy of Gen. Ord. No. 44-16-17, which was adopted by the Common Council on March 20, 2017.

The annexed territory described therein contains a population of 3.

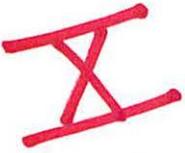
Dated: March 20, 2017.

  
\_\_\_\_\_  
City Clerk



*Handwritten signature*





Gen. Ord. No.     - 16 - 17    . By Alderpersons Belanger and Wolf.  
March 6, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 24th day of February, 2017, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

All of Lot Twenty (20); and all of Lot Twenty-one (21) excepting the North Thirty-three (33) feet thereof; also part of Lot Nineteen (19) described as follows: Commencing at a point Sixty-seven (67) feet Four (4) inches West of the Northeast corner of Lot Nineteen (19), Block Six (6), Lake Shore Division of the Town of Sheboygan, thence due South Twelve (12) feet, thence due West to the West line of said Lot Nineteen (19), thence North Twelve (12) feet to the Northwest corner of said lot, thence East along said North line to the point of beginning; all in Block Six (6), Lake Shore Division of the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Said parcel contains Six Thousand Nine Hundred (6,900) square feet (0.158 acres).

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or

*City Plan*  
↓  
*Finance*

circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class Urban Commercial Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 1st Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

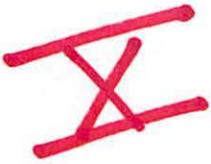
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**I HEREBY CERTIFY** that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Gen. Ord. No.     - 16 - 17. By Alderpersons Donohue and Hou-Seye.  
March 6, 2017.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Employment to Central Mixed Use.

Property located at 1031 Maryland Ave. (Parcel #505650)

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

*City Plan*



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

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

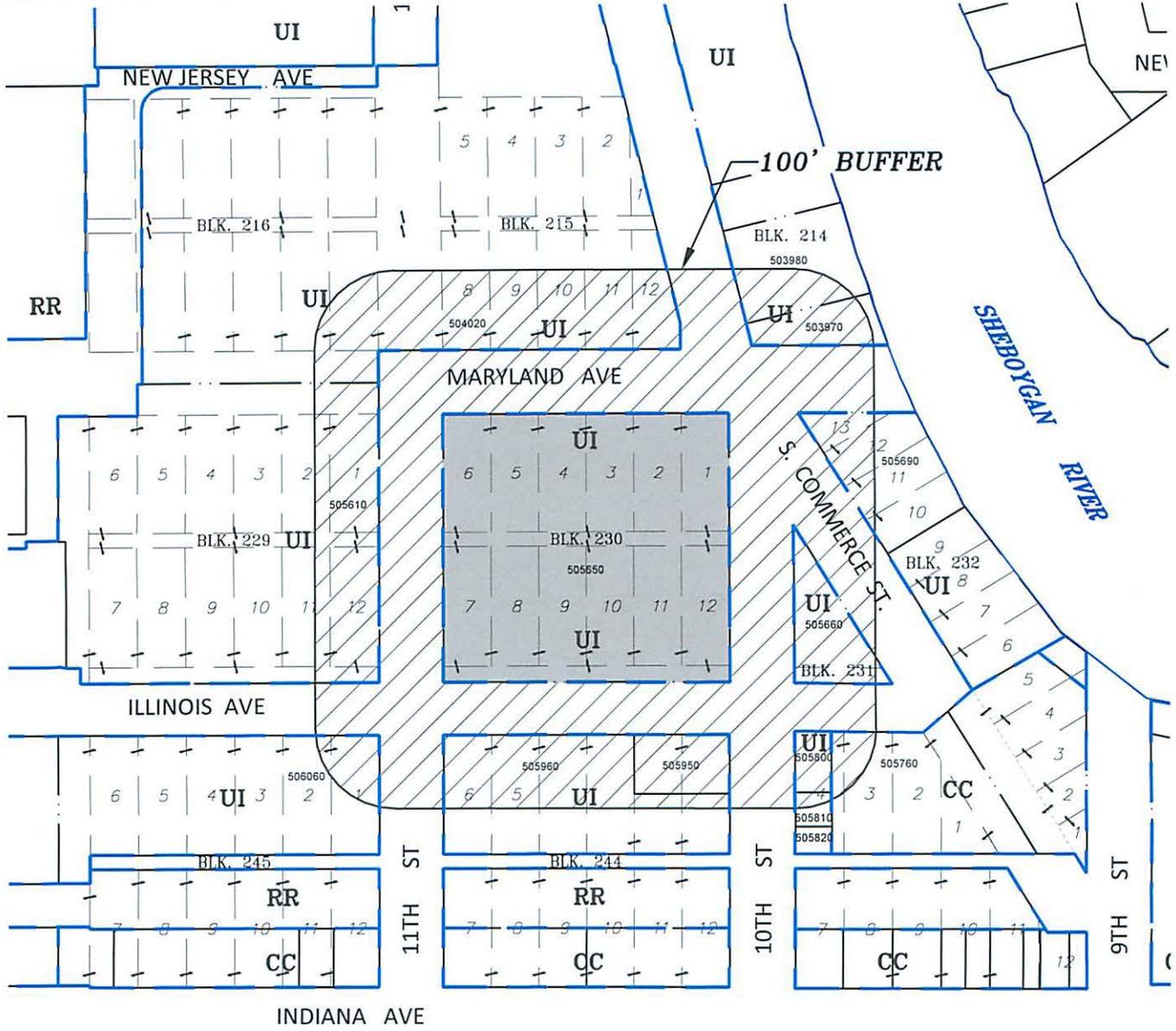
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

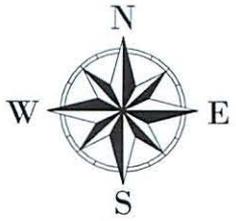
# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT TO CENTRAL MIXED USE

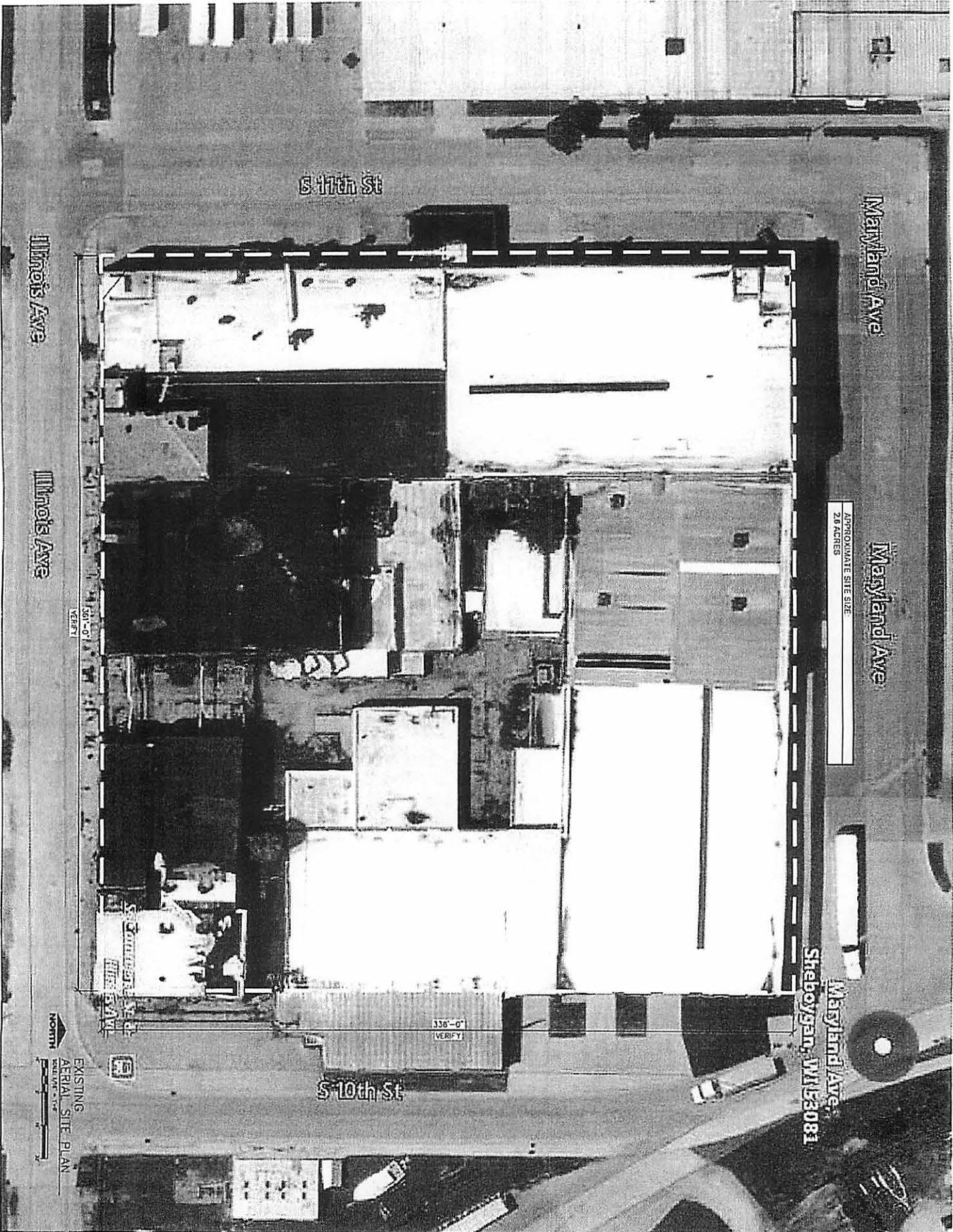
SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



KCG DEVELOPMENT





Illinois Ave

Illinois Ave

S 11th St

Maryland Ave

Maryland Ave

APPROXIMATE SITE SIZE  
2.8 ACRES

501'-0"  
VERIFY

S 10th St  
336'-0"  
VERIFY

S 10th St

Maryland Ave  
Sheboygan, WI 53081



EXISTING  
AERIAL SITE PLAN  
SCALE: 1" = 100'

<p><b>1.5</b></p>	<p>DATE: 01/22/2018</p> <p>PROJECT: 2017 WHEDA PRELIMS</p> <p>SCALE: 1" = 100'</p>	<p>2017 WHEDA PRELIMS</p> <p>1031 MARYLAND AVE • SHEBOYGAN, WI 53081</p>	<p>EXCEL</p>
	<p>NOT FOR CONSTRUCTION</p>		

II

4.3

Res. No. 196- 16 - 17. By Alderperson Donohue. February 20, 2017.

A RESOLUTION authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2016 program year.

WHEREAS: the City has excessive funds in a federal line of credit and HUD has advised the City to reprogram a portion of the funds;

WHEREAS: the City of Sheboygan Citizen Participation Plan requires a 30-day public comment period as it relates to the Substantial Amendment process;

WHEREAS: on January 23, 2017, the City published a public notice of the 30-day public comment period allowing citizens the opportunity to be heard;

WHEREAS: the City is proposing to re-program approximately \$100,000 for street improvements and \$200,000 for park facilities to be used towards the skate park project;

WHEREAS: on March 6, 2017, the Common Council will hold a public hearing as part of the Common Council meeting to hear from any interested participants;

WHEREAS: on or after March 7, 2017, the City will submit the Substantial Amendment documents to HUD for final approval;

RESOLVED: that the Common Council authorizes the submittal of the Substantial Amendment to HUD to amend the 2016 program year to include \$300,000 in additional projects.

*Les 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.

R. O. No.       - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a communication from Bradley J Curler requesting a waiver from the Sex Offender Residency restrictions in order to live at 1630 Blocki Court.

---

City Clerk

PP's S.

Date: 3-1-17

My name is: Bradley J Casler

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

1630 Dlocki Court

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: Bradley Casler

Phone Number: 920-331-0871

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

*Other*

II

Other matters.

9.2

R. O. No.        - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a communication from Anthony Curtis McDaniel requesting a waiver from the Sex Offender Residency restrictions in order to live at 828B Lincoln Avenue.

---

City Clerk

PP's S

MAR 3 '17 PM 12:16

Date: 3-1-17

My name is: Anthony Curtis McDaniel

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

828<sup>B</sup> Linclon AVE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: Anthony Curtis McDaniel

Phone Number: 920-889-5075

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

Other Matters

9.3

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. March 6, 2017.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2017 Bituminous Resurfacing Program:

- S. 9<sup>th</sup> Street from High Avenue to Georgia Avenue
- N. 10<sup>th</sup> Street from Superior Avenue to Geele Avenue
- N. 12<sup>th</sup> Street from Superior Avenue to Geele Avenue
- Ashland Avenue from S. 10<sup>th</sup> Street to S. 17<sup>th</sup> Street
- Georgia Avenue from S. Business Drive to S. 24<sup>th</sup> Street
- Camelot Boulevard from CTH OK to S. 18<sup>th</sup> Street
- Meadowbrook Court from Camelot Boulevard to the terminus Meadowbrook Court including Meadowbrook Court
- S. 22<sup>nd</sup> Street from Camelot Boulevard to the terminus of Creekside Court including Brookfield Court and Creekside Court
- Greenwood Court from Camelot Boulevard to the terminus of Greenwood Court including Greenwood Court

RESOLVED: That the resurfacing on the following streets is hereby proposed at the expense of the property to be benefited thereby and that no part of the estimated aggregate cost shall be paid in advance under 66.54(3), Stats.:

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

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to prepare a report in accordance with 66.60(2) and 66.60(3), Stats., and that such report should contain the following information:

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

Pub Wks.

BE IT FURTHER RESOLVED: That the expenses so incurred maybe paid in five (5) annual installments under 66.54(7), Stats., with interest thereon at (3.18%) commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

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

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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

9.4

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. March 6, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for Professional Services related to the Design and project management of the replacement of the Main Electrical Switchgear for the Sheboygan Regional Wastewater Treatment Facility.

WHEREAS: The Main Electrical Switchgear located at the Wastewater Treatment Facility is nearing the end of its expected useful life and is in need of replacement in order to assure that the plant maintains both continuity of service as well as a safe environment and;

WHEREAS: A Request For Proposals was drafted and issued for Professional services starting with the design of the switchgear, development of bid specifications and testing protocols and ending with the submittal of record drawings following the replacement, and;

WHEREAS: The City of Sheboygan received three proposals which were reviewed by a cross-functional five member team and scored according to established criteria in a cost neutral fashion. After review of the cost proposals, additional points were awarded, with the proposal receiving the highest score also having the lowest overall cost.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Strand Associates Inc. of Madison, WI for the provision of all design and project management services associated with the replacement of the Main Electrical Switchgear at the Wastewater Treatment Facility in the amount of \$ 132,000 as proposed.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #60138300-631100 Wastewater Fund Improvements in payment of same.

*Pub-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

II

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law & Lic.*

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	1015 S. 10 <sup>th</sup> St. - three-day event to be Held 6/22/17 to 6/25/17 to include current premise and corner of grass lot, south of existing brick fenced-in patio - using the area between patio and the alley.

"CLASS A" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Dr.

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3247	Mad Max of Sheboygan	1003 S. 14 <sup>th</sup> St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3246	Toys Thai Laos I	1229 N. 8 <sup>th</sup> St.

MESSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3101	Alan Vodicka Massage & Energy	529 Ontario Ave.

III

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1334	Bilbrey, Stephanie A.	3622 Geele Ave.
1180	Breitzman, Brittney D.	409 Vollrath Blvd.
1293	Brethouwer, Cory R. (Club)	W4061 Cty Rd N, Sheb. Falls
1187	Fredricks, Jude P.	7313 Shircel Rd.
1223	Gottsacker, Lisa L.	4021 N. 45 <sup>th</sup> St.
1962	Jansen, Lisa M.	2801 S. 17 <sup>th</sup> St.
7791	Kalista, Jodi L.	2007 Calumet Dr.
1224	Keil, Andrew K.	2S357 Park Blvd., Glen Ellyn, Il
1265	Lapalme, Karrie A.	531 S. 14 <sup>th</sup> St.
0806	Mueller, Hope Ann	2105 S. 16 <sup>th</sup> St.
1303	Nack, Cheryl L.	4414 Tara Ln.
1170	Neitzel, Daniel W.	W3233 Cty Rd. C, Sheb. Falls
1327	Ringuette, Tera L.	1904 N. 6 <sup>th</sup> St.
7778	Salm, Francis G.	922 Dillingham Ave.
6368	Schmidt, Tiffany L.	1622 N. 25 <sup>th</sup> St.
1152	Woiak, Alexis E.	1222 Parkwood Blvd., #D

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1132	Mitchell, Daniel H.	909 Ontario Ave., #D15
1244	Rosado Cordero, Darwin M.	1027 Indiana Ave.