

*****ATTACHMENTS*****

II

2.2

UPDATED COPY

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

Submitting various license applications.

City Clerk

SPECIAL "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2380	Sheb. Cty. Motorcycle Club	2601 N. 15 th St. - Jakums Hall & South Side of Bldg. for one-day event to be Held 2/26/17.
3236	Sheb. Cty. Home Builders	637 Walton Dr. - three-day event to be Held 3/24/17 to 3/26/17 at Lakers Ice Center, 1202 S. Wildwood Ave. for the Home Expo.
2947	Sheb. Leadership Academy	1305 St. Clair Ave. - one-day event to be Held 3/25/17 at RCS, 1607 Geele Ave. to include the Gym/Café.
3000	Sheboygan Theatre Com.	607 S. Water St. - three-day event to be Held 1/26/17 to 1/28/17 at the Paradigm Café.

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3105	Schultz Landscape LLC	3639 Koehler Dr.

SECONDHAND ARTICLE/JEWELRY LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3021	Finders Keepers	1030 Michigan Ave.
2777	Freaktoyz	526 N. 8 th St.
1132	Gibson Girls	322 Bell Ave.

Consent

VI

R. C. No. - 16 - 17 . By LAW AND LICENSING. January 16, 2017.

Your Committee to whom was referred R. O. No. 175-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*4677	Forey, Jamie L.	1520 John Ct.
*grant contingent upon the application being corrected and with a warning to include all violations on future applications		
*9266	Minglana, Megan L.	4325 Morningview Ct., #K201
*grant with instructions to correct the application		
*1587	Nicholas, Lesley M.	6514 Paradise LN., Sheb. Falls
*grant contingent upon the application being corrected and with a warning to include all violations on future applications		
	1590 Rieger, Alex C.	2206 Sunflower Ave.

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

7.3

R. O. No. 175 - 16 - 17. By CITY CLERK. December 5, 2016.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

Law + Lic
12/19/16 - grant all except
board Forey, Minglana,
Nicholas, Rieger
1/16/17 - Amend RO - Rieger
to Bev. Op.; grant the
balance of RO.

City Clerk

CLASS "B" BEER (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai I	1402 S. 8 th St.

CLASS "C" WINE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai I	1402 S. 8 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2586	In Balance Therapeutics, LLC	832 N. 6 th St.
2792	Integrated Health Therapies	833 Pennsylvania Ave.

TAXICAB BUSINESS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi, The	1937 S. Business Dr.
3215	Two Guys Taxi Service	1226A N. 8 th St.
3023	Yellow Cab	2917 N. 15 th St.
2509	Santana Limo	2724 Main Ave.
2572	Lakeshore Transportation	N5806 County Rd. M., Plymouth

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
4677	Forey, Jamie L.	1520 John Ct.
4542	Huenink, Jeffrey D.	138 Meadow Ridge Dr., Sheb. Falls
1591	Jahns, Joshua E.	3311 Main Ave.

11

12



13

1592 Madrigal, Debra
1595 Mathison, Nancy L.
9266 Minglana, Megan L.
1587 Nicholas, Lesley M.
1585 Norling, Veronica S.
0551 Phillips, Lori A.
1589 Schmitt, Richard J.
1584 Schrimpff, Mykayla

1623 Saemann Ave.
1715 Illinois Ave.
4325 Morningview Ct., #K201
6514 Paradise LN., Sheb. Falls
2305 Wedemeyer St.
101 E. Mill St., #1, Plymouth
1643 Andrae Cir.
3705 Sheridan Ave., #F3

TAXICAB DRIVER'S LICENSE (RENEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6363	Brass, Thomas H.	3314 Mill Road
7788	DeGroat, Shawn	1614 S. 9 th St.
1532	Fiedler, Randy Bruce	40 Selma St., Plymouth
0211	Herren, Richard E.	2217 Sunflower Ave.
0712	Lopez, Jose D.	3022 N. 8 th St.
1590	Rieger, Alex C.	2206 Sunflower Ave.
6913	Rios, Ricardo	2619A N. 8 th St.
0142	Waraich, Jesse Singh	N6233 Woodland Rd.
7731	Santana, Reynel	2724 Main Ave.

VII

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. January 16, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 194-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends granting various licenses:

FERMENTED MALT BEVERAGE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 th St.

CLASS "C" WINE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1205	Jomaji Salon & Spa	682 South Pier Dr.

Consent

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1631	Daniels, Richard J.	818 Pennsylvania Ave., #202
1621	Hameister, Brian L.	1314 N. 12 th St.
1624	Holtz, Alyssa S.	3722 S. 17 th St.
0184	Hoppe, Jessica S.	1611 N. 24 th St.
1685	Kraus, Jeanne E.	2410 North Ave.
1633	Kraus, Kimberly K.	3322 N. 9 th St.
0739	Pantha, Bed P.	2420 S. 18 th St., #110
1632	Theobald, Erika M.	2315 N. 6 th St.
1466	Walker, Sophia H.	1725 N. 12 th St.

TAXICAB DRIVER'S LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1626	Oliver II, Jimmie Anthony	2128 Schetter Ave.

TAXICAB DRIVER'S LICENSE (**RENEW**) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0536	Hendrikse, Randall D.	3746 N. 14 th St.
0343	Olsen, Michael D.	1330 N. 12 th St., #2
7805	Reiner, Michael G.	2419 N. 29 th St.
8860	Santana, Susan M.	2724 Main Ave.

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. January 16, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 188-16-17 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 licenses with various caveats:

CHANGE OF AGENT

John Stange is replacing Jane Stange as agent for Pier 17 located at 539 Riverfront Dr. effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	JMKAC	608 New York Ave. - one-day event to be Held 1/28/17 to include current premise And the Sculpture Garden and the circle Drive way.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	2829 N. 15 th St.
2441	Darling Therapies	604 Erie Ave.
2180	Donna Grady - Massage Therapy	809 N. 8 th St.
2871	Hands In Motion	4027 S. Business Dr.
2868	Intouch	314 Niagara Ave.
1701	Salon Sase	631 Riverfront Dr.
3232	Simply Altruistic Mass. Studio	604 Erie Ave.

Consent

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1598	Aumann, Katherine L.	622 Colgate Rd., Colgate
1599	Cunigan, Deborah A.	728 State Rd. 57, Lot #40, Plymouth
1606	Curry, Zachary R.	830 Dillingham Ave.
1564	Derrick, Ricci L.	422 Washington Ct.
1611	Gee, Victoria R.	1627 Martin Ave.
1603	Jochimsen, Cole D E	2710 Lakeshore Dr.
*5528	Mehre, Stephanie A.	872 Weeden Creek Rd.

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

*1613 Ploetz Huston, Melissa Ann 2704 Cty Rd. V

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

TAXICAB DRIVER'S LICENSE (**NEW**) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6324	Nelson, Jon D.	1512 N. 35 th St., #101
*1608	Pacheco, Angel Miguel	909 Ontario Ave., #E15

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

TAXICAB DRIVER'S LICENSE (**RENEW**) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9948	Hernickle, Pamela A.	1533A New Jersey Ave.
9814	Torres Maldonad, Silvestre	1833 N. 20 th St.

_____ 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

R. O. No. _____ - 16 - 17. By CITY PLAN COMMISSION. January 16, 2017.

Your Commission to whom was referred Gen. Ord. No. 33-16-17 by Alderperson Donohue and Alderperson Hou-Seye and R. O. No. 184-16-17 by the City Clerk for an encroachment upon described portions of Riverfront Dr. right-of-way located at 705 Riverfront Dr in the City of Sheboygan for the purpose of constructing and maintaining a dumpster enclosure; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 10, 2017, and after due consideration; recommends approval of the Ordinance and R. O.

Director of Planning and Development

Consent



6.2

Gen. Ord. No. 33 - 16 - 17. By Alderpersons Donohue and Hou-Seye.
December 19, 2016.

AN ORDINANCE granting Viand Hospitality, LLC, its successors and assigns, the privilege of encroaching upon described portions of Riverfront Dr. right-of-way located at 705 Riverfront Dr. in the City of Sheboygan for the purpose of constructing and maintaining a dumpster enclosure.

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

Section 1. Subject to the terms and conditions contained herein, Viand Hospitality, LLC, its successors and assigns, is hereby granted the privilege of encroaching on Riverfront Dr. right-of-way, being adjacent to part of Lot 7, Blk. 206, of the Original Plat, City of Sheboygan, for the purpose of constructing and maintaining a dumpster enclosure, in accordance with the sketch attached hereto and made a part hereof:

ENCROACHMENT DESCRIPTION
FOR DUMPSTER ENCLOSURE

PART OF LOT 7, BLOCK 206 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND
PART OF THE RIVERFRONT DRIVE RIGHT OF WAY,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 7 of Block 206 of the Original Plat of the City of Sheboygan and part of the Riverfront Drive Right of Way, located in the Southeast 1/4 of the Southwest 1/4 of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest 1/4 of said Section 23, thence
North 89°37'08" West along the South line of said Southwest 1/4 a distance of 432.30 feet;
thence North 00°22'52" East a distance of 337.26 feet to the Point of Beginning for this description;
thence North 03°00'47" East a distance of 18.00 feet;
thence South 86°02'10" East a distance of 17.00 feet;
thence South 03°00'47" West a distance of 18.00 feet;
thence North 86°02'10" West a distance of 17.00 feet to the Point of Beginning.

City Plan

The above described land contains 0.00702 acres (306 square feet) of land, more or less.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Viand Hospitality, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Viand Hospitality, LLC, its successors and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Viand Hospitality, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.


c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



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____.

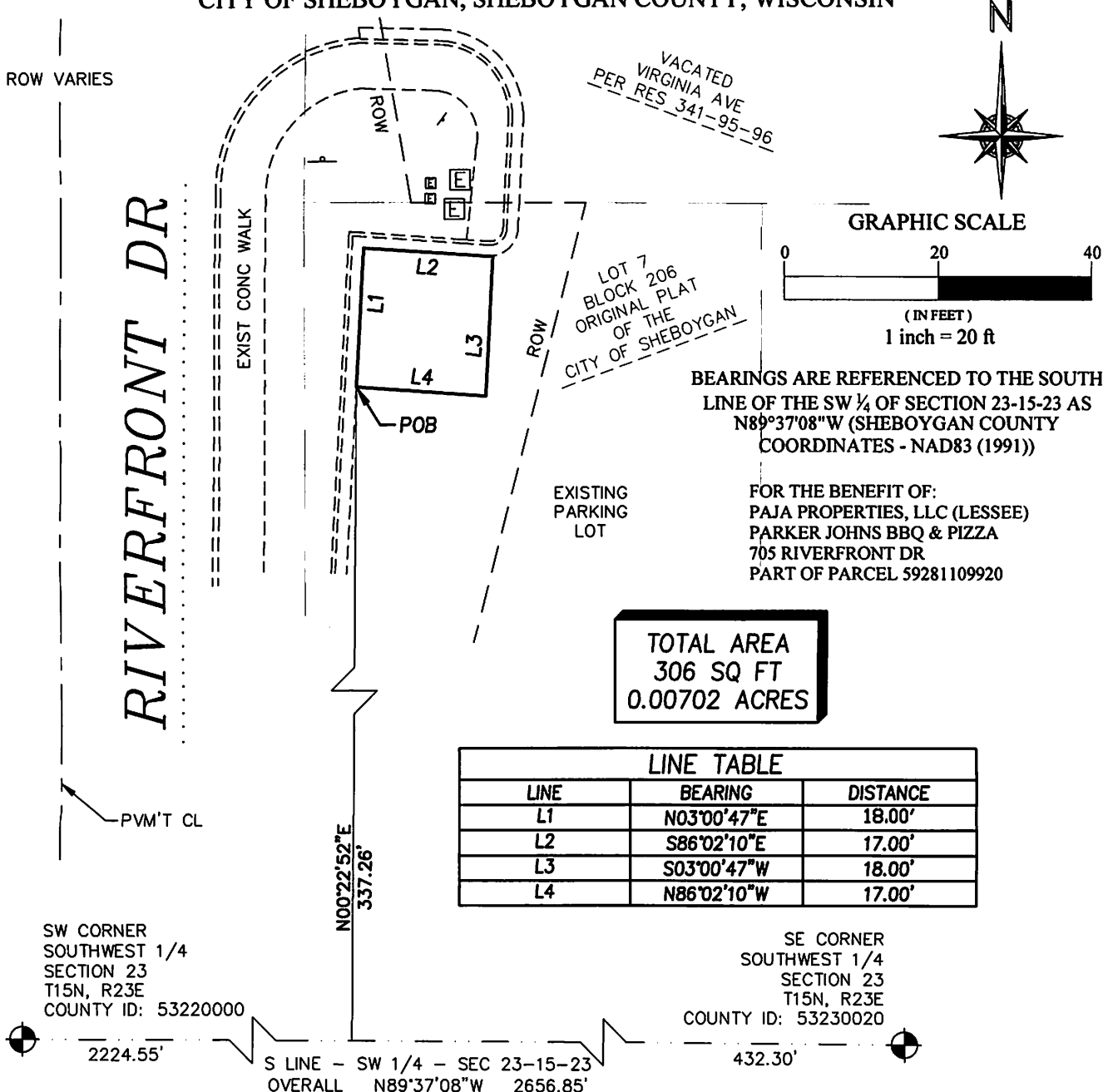
Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

EXHIBIT A

ENCROACHMENT MAP

FOR DUMPSTER ENCLOSURE

PART OF LOT 7, BLOCK 206 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
AND PART OF THE RIVERFRONT DRIVE RIGHT OF WAY,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 12/12/16

City of Sheboygan
spirit on the lake

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3394
Fax: 920-459-0227

LEGEND

RECORDED SHEBOYGAN COUNTY MONUMENT

EXHIBIT B
ENCROACHMENT DESCRIPTION
FOR DUMPSTER ENCLOSURE

PART OF LOT 7, BLOCK 206 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
AND PART OF THE RIVERFRONT DRIVE RIGHT OF WAY,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

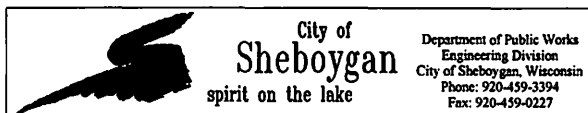
Part of Lot 7 of Block 206 of the Original Plat of the City of Sheboygan and part of the Riverfront Drive Right of Way, located in the Southeast 1/4 of the Southwest 1/4 of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest 1/4 of said Section 23, thence North 89°37'08" West along the South line of said Southwest 1/4 a distance of 432.30 feet;
thence North 00°22'52" East a distance of 337.26 feet to the Point of Beginning for this description;
thence North 03°00'47" East a distance of 18.00 feet;
thence South 86°02'10" East a distance of 17.00 feet;
thence South 03°00'47" West a distance of 18.00 feet;
thence North 86°02'10" West a distance of 17.00 feet to the Point of Beginning.

The above described land contains 0.00702 acres (306 square feet) of land, more or less.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS

DATED: 12/12/16



III

3.5

R. O. No. 184 - 16 - 17. By CITY CLERK. December 19, 2016.

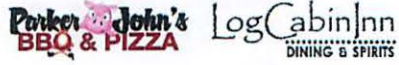
Submitting a communication from Aaron Sloma, Viand Hospitality, LLC, proposing a change in the dumpster location at 705 Riverfront Dr. to the west of the Parker John building into two existing parking stalls.

City Plan

City Clerk



Viand Hospitality



December 6, 2016

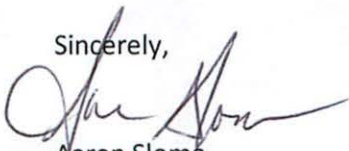
City of Sheboygan Common Council
Sheboygan, WI 53081

RE: Parker John BBQ & Pizza Project
705 Riverfront Drive

Dear City of Sheboygan Common Council:

In reference to our project at 705 Riverfront Drive we are proposing a change in the dumpster location. The existing dumpster plan would move to the west of the Parker John building into two existing parking stalls. In its current location, the dumpster would not be accessible to the garbage service truck. Thank you for your consideration.

Sincerely,



Aaron Sloma

Handwritten signature or initials at the top of the page.

Printed text, possibly a date or reference number, located below the signature.

Printed text on the right side of the page.

Printed text, possibly a title or header, located in the middle-right section.

Printed text, possibly a name or address, located in the middle-right section.

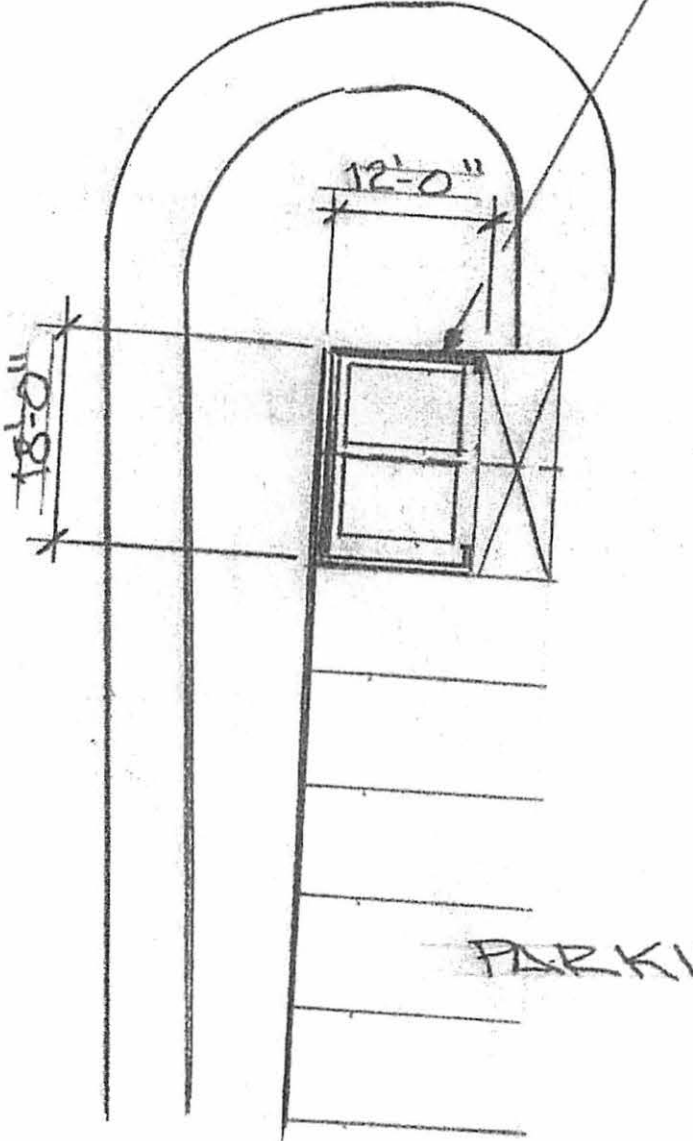
Printed text, possibly a name or address, located in the middle-right section.

Main body of printed text, appearing to be a letter or report, located in the center of the page.

Printed text and a circular stamp or seal on the right side of the page.

DUMPSTER
ENCLOSURE

RIVERFRONT DRIVE

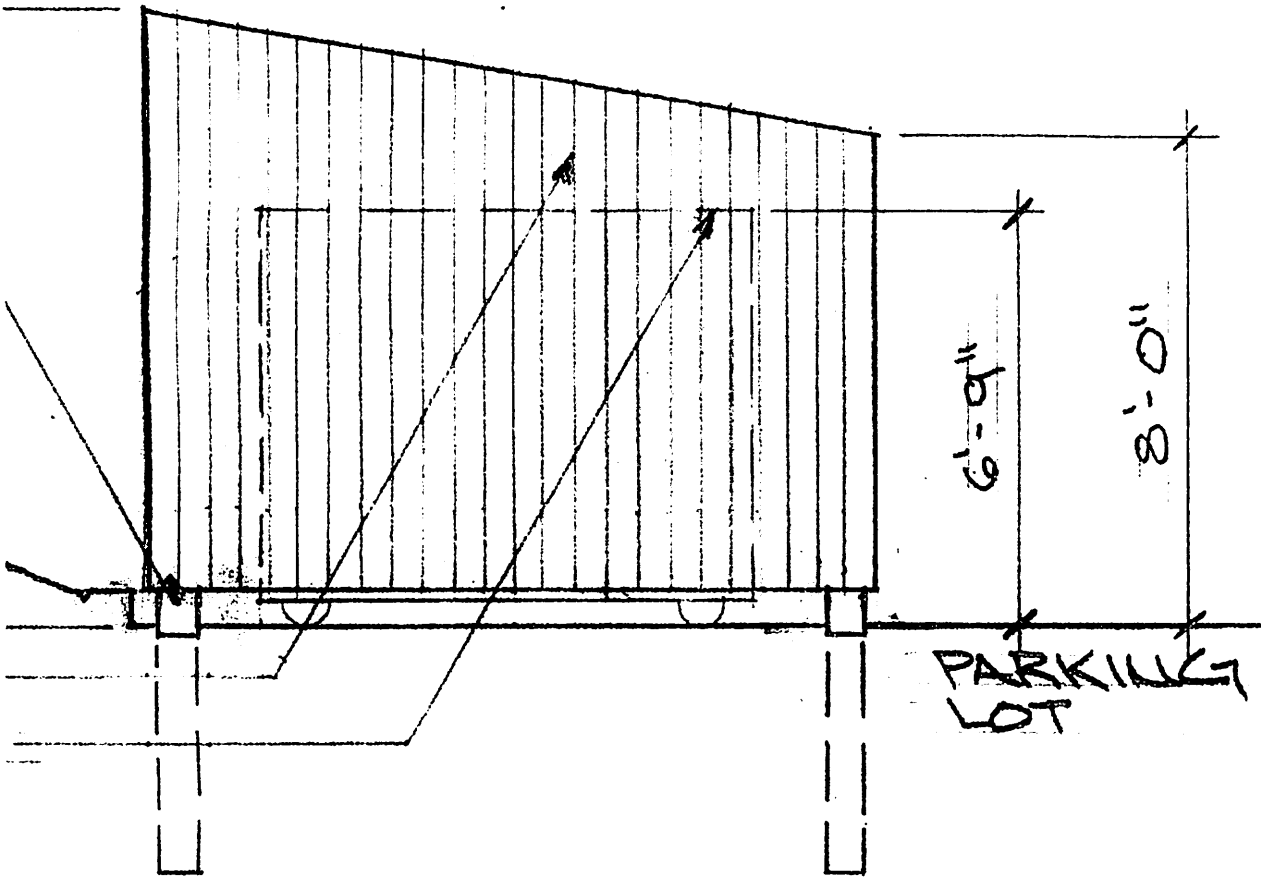


PARKING

NORTH



SITE PLAN
SCALE: 1" = 20'-0"



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

GATES

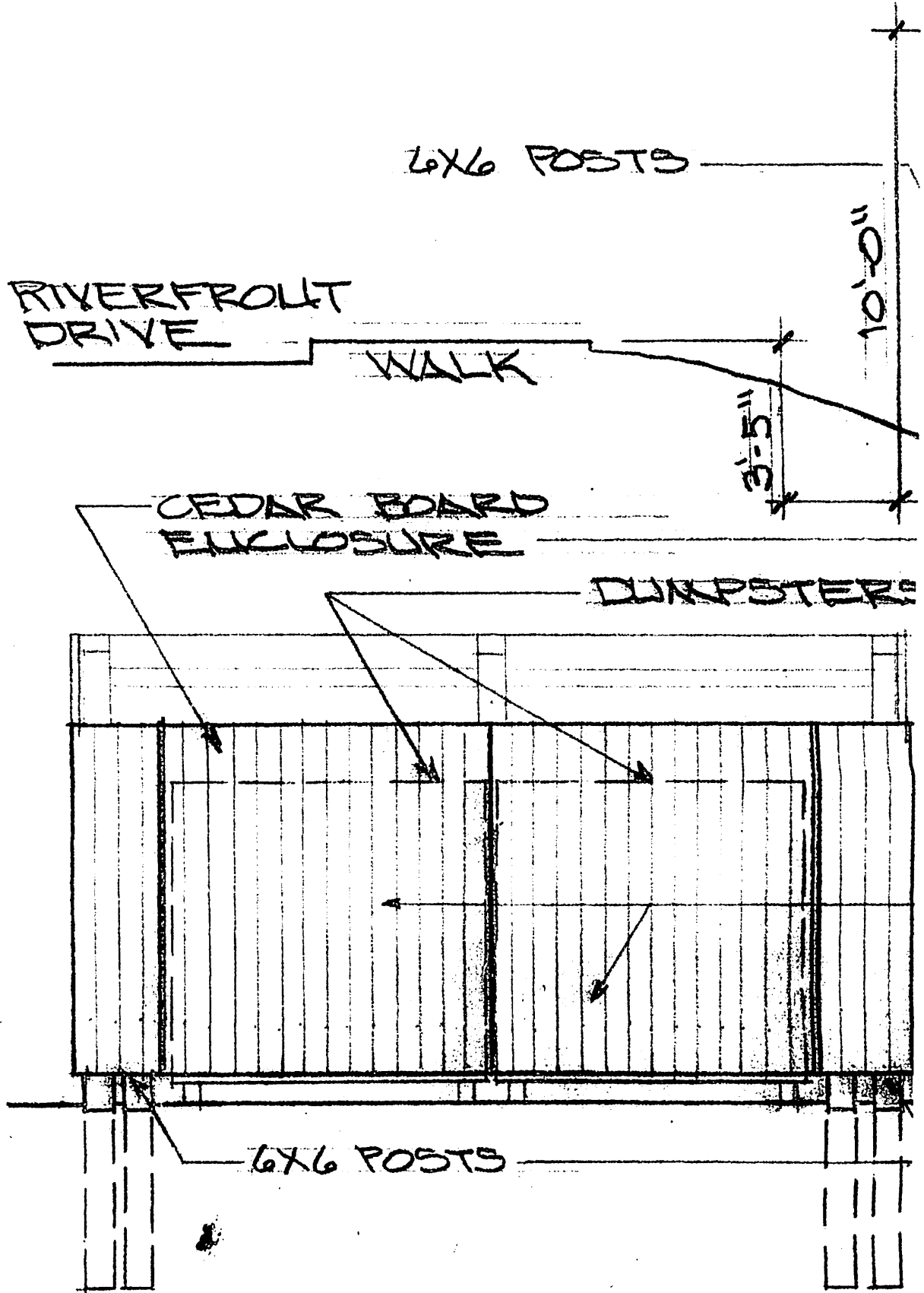
DUMPSTER
ENCLOSURE

PARKER JOHN'S - RIVERFRONT

SHEBOYGAN, WISCONSIN

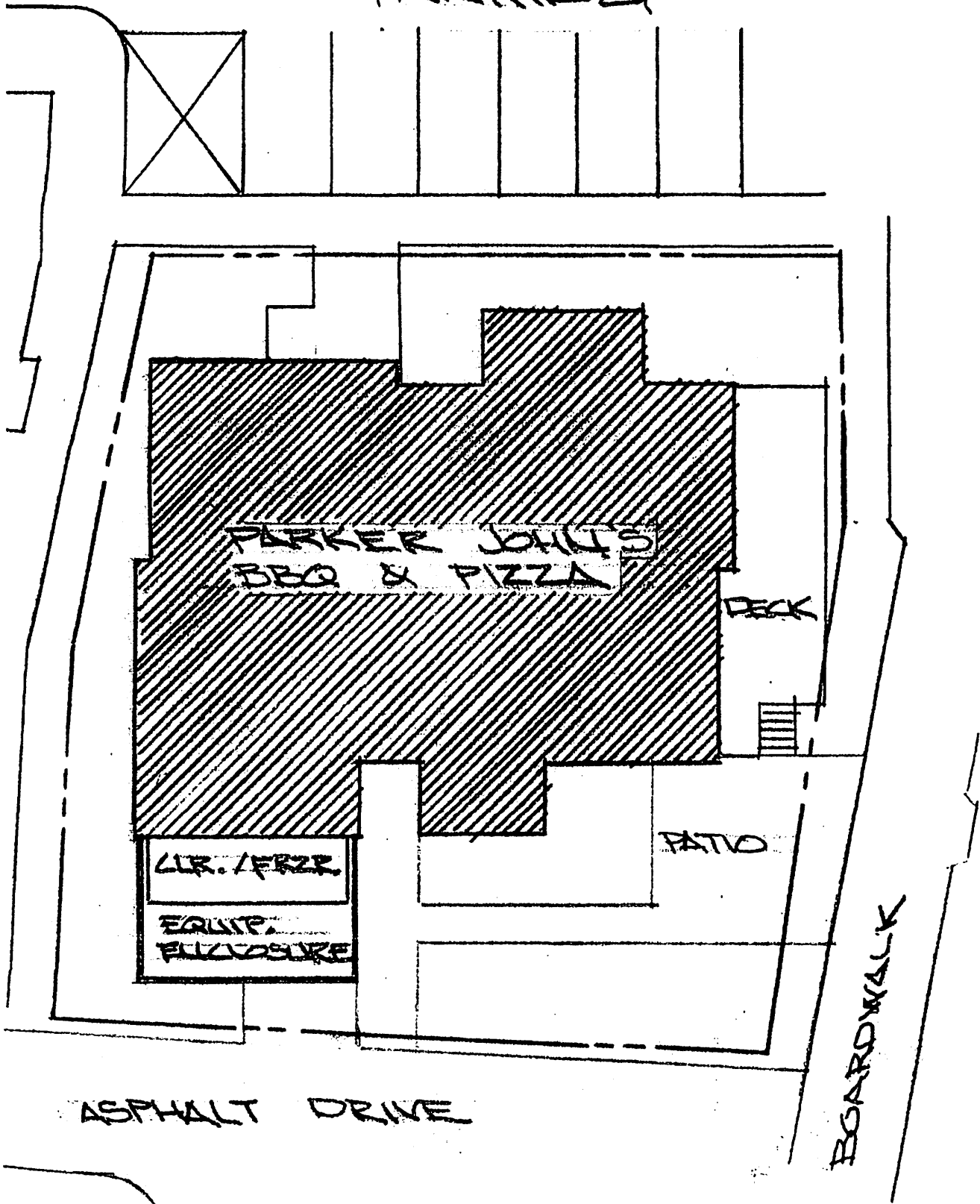
SKArchitectural, LLC

9/8/16



EAST ELEVATION
SCALE: 1/4" = 1'-0"

PARKING



PARKER JUHL'S - RIVERFRONT
SHEBOYGAN, WISCONSIN

GKA Architectural, LLC

9/8/16

III

Res. No. _____ - 16 - 17. By Alderpersons Thiel, Bitters, Hermann and Lewandoske. January 16, 2017.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the replacement of lead and/or galvanized iron water laterals in various streets.

RESOLVED: That existing and/or galvanized iron water lateral(s) from the main to the curb stop, be replaced with copper or plastic, of appropriate size in the following street(s)/location(s):

1. Broadway Avenue from South 7th Street to South 13th Street
2. Michigan Avenue from N. 14th Street to N. 15th St.
3. N. 15th Street from Michigan Avenue to Huron Ave.,

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 §66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

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

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

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of \$100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds \$5,000.00 for a single parcel of property, under §66.0703, Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

Consent

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 40-50 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

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 LAW AND LICENSING. January 16, 2017.

Your Committee to whom was referred Res. No. 159-16-17 by Alderpersons Holzschuh and Draughon authorizing the City Attorney to enter into a Settlement Agreement with the United States of American regarding the accessibility of polling places; 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

4.4

Res. No. 159- 16 - 17. By Alderpersons Holzschuh and Draughon.
December 19, 2016.

A RESOLUTION authorizing the City Attorney to enter into a Settlement Agreement with the United States of America regarding the accessibility of polling places.

WHEREAS, the policy of the City of Sheboygan is to provide barrier-free access to all of the City's polling places, and to comply with Title II of the Americans with Disabilities Act and assure that all of its voters have equal opportunity to participate in its voting programs, services, and activities; and

WHEREAS, the United States Department of Justice randomly chose to investigate two cities in the Eastern District of Wisconsin for an investigation of polling place access issues pursuant to Title II, one of which was Sheboygan; and

WHEREAS, the City and the United States have negotiated a settlement agreement to ensure continued compliance with the Americans with Disabilities Act.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is authorized to execute a Settlement Agreement with the United States of America regarding the accessibility of polling places, a copy of which is attached.

*Laura A. [unclear]
approve.*

[Signature]

Rosemarie [unclear]

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

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE CITY OF SHEBOYGAN
REGARDING THE ACCESSIBILITY OF POLLING PLACES**

This settlement agreement (the “Agreement”) is entered into between the United States of America and the City of Sheboygan (collectively, the “Parties”).

BACKGROUND

1. The United States Department of Justice (the “Department”) opened an investigation of the City of Sheboygan (the “City”) under Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. §§ 12131 – 12134, and Title II’s implementing regulation, 28 C.F.R. pt. 35, to determine the physical accessibility of City’s polling places for people with mobility and vision disabilities. Title II of the ADA prohibits a public entity from excluding individuals with disabilities from participation in or denying them the benefits of its voting program or subjecting them to discrimination on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. Title II also prohibits a public entity from selecting facilities to be used as polling places that have the effect of excluding individuals with disabilities from or denying them the benefits of the voting program or otherwise subjecting them to discrimination. 28 C.F.R. § 35.130(b)(4). Title II requires a public entity to administer its services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. 28 C.F.R. § 35.130(d).
2. The City is a “public entity” within the meaning of the ADA, 42 U.S.C. § 12131(1), and 28 C.F.R. § 35.104, and is, therefore, subject to Title II of the ADA, 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. pt. 35.
3. The Department is authorized under the ADA to determine the City’s compliance with Title II of the ADA and Title II’s implementing regulation and to resolve this matter by informal resolution, such as through the terms of this settlement agreement. If informal resolution is not achieved, the Department is authorized to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.
4. The City, through the office of its Clerk, is responsible for reviewing the accessibility of each polling place and selecting each polling place. The City has 9 polling place locations for election day or early voting.
5. During the April 5, 2016 election, the Department surveyed all of the City’s polling place locations. The Department found that several of the City’s polling places contained conditions that were potential barriers to access for individuals with disabilities; the Department thus concluded that the City violated Title II by failing to select facilities to be used as polling places that are accessible to persons with disabilities. The City does not agree that it violated Title II but states its policy is to provide barrier-free access to all the City’s polling places, and agrees to comply with Title II and assure that all of its

voters have equal opportunity to participate in its voting programs, services, and activities.

TERMS OF SETTLEMENT

Consideration

6. In consideration of the mutual promises contained in this Agreement, which the parties acknowledge constitute good and valuable consideration, and to avoid the costs, expenses, and uncertainty of litigation, the Parties, intending to be legally bound, enter into this Agreement.

Definitions

7. “Accessible on Election Day” means that a polling place is compliant with the 2010 ADA Standards for Accessible Design (“2010 Standards”) on Election Day, whether such compliance is achieved through permanent architectural measures or through the use of temporary measures such as those provided for in Paragraph 17 below.
8. “Effective Date” of this Agreement is the date of the last signature below.
9. “Election” or “Election Day” as used in this Agreement shall include both the period of Early Voting and Election Day.
10. “Election Day Surveyors” or “EDSs” are City personnel (or contractors) who will review compliance at polling place locations where temporary measures are to be implemented on Election Day.

Obligations of City

A. Accessible Voting Program

11. The City shall not exclude individuals with disabilities from participating in or deny them the benefits of the voting program, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. The City shall select facilities to be used as polling places that do not exclude individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(4). The City shall administer its voting program in the most integrated setting appropriate to the needs of persons with disabilities. 28 C.F.R. § 35.130(d).
12. For all elections occurring after the Effective Date of this Agreement, the City will implement temporary measures to remediate issues at polling places where it has no ability to implement permanent measures to prevent potential barriers for access.
13. The City has implemented permanent measures to remediate all issues at City-owned and/or City-operated polling places.

14. Nothing in this Agreement limits the City from making ADA-compliant, permanent modifications to its polling place locations instead of providing temporary remedial measures or relocating a polling place location.
15. The City shall maintain in operable working condition on Election Day those features of facilities and equipment (including, but not limited to, permanent equipment such as lifts and elevators, and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133(a). If circumstances arise such that a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then the City shall purchase new equipment or relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraph 18 of this Agreement. If remediation or relocation to an accessible facility is impossible, as agreed to by the United States, then the City agrees to comply with Title II's program accessibility requirements.
16. The City will cooperate fully with the United States' efforts to monitor compliance with this Agreement, including, but not limited to, providing the United States with timely access to polling places (including on Election Day), maps, surveys, and other requested information.
17. The City agrees that the following measures are reasonable and will be implemented where necessary to make an otherwise inaccessible polling place accessible on Election Day. The list of measures is not exhaustive; the City may propose other reasonable temporary measures subject to the review and approval of the United States.
 - a. Portable ramps (including curb ramps) up to and including ramps six feet long, with side edge protection.
 - b. Portable wedges or wedge ramps.
 - c. Floor mats.
 - d. Traffic cones.
 - e. Relocating furniture or other moveable barriers.
 - f. Door stops.
 - g. Propping open doors.
 - h. Unlocking doors.
 - i. Signage, including parking signage.
 - j. Portable buzzers or door bells.
 - k. Removing astragals (door posts) that are not a permanent part of the structure from doorways.

B. Survey and Review of Polling Place Locations

18. For all elections occurring after the Effective Date of this Agreement, the City shall review any newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made accessible on Election Day through the use of the remedial measures provided for in Paragraph 17 of this Agreement or through permanent modifications. In the event that the City decides to use a new polling place location, it will inform the United States of that decision within 45 days. Upon request, the City will meet and confer with the United States concerning any potential issues at any new polling place location selected by the City. If the issue cannot be resolved to the United States' satisfaction, the City will propose another polling place location subject to the notification and review process provided by this paragraph.
19. If the City finds that it cannot implement a previously agreed to or approved remedial measure regarding a specific polling place location, the City will immediately notify the United States and, upon request, meet and confer with the United States. If the issue cannot be resolved to the United States' satisfaction, the City will relocate the polling place location to an alternative accessible location pursuant to the process established by Paragraph 18 of this Agreement.

C. Training

20. Prior to each election during the term of this Agreement, as part of its training program for election officers and poll workers (hereinafter, "election officials"), the City will provide training concerning temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over, and not in front of, thresholds); and (c) a description of the role of the City's Election Day Surveyors (EDSs), as set forth in Paragraph 23 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day.
21. After the first election occurring after the Effective Date of this Agreement, and for each election thereafter during the term of this Agreement, the City will identify each election official whose polling place was the subject of a report from the previous election indicating that a temporary modification was not implemented properly and will explain the noncompliance to the election official and what must be done to remedy the identified issue(s) on Election Day. The election official will be asked to initial the noncompliance report.
22. Prior to each election during the term of this Agreement, the City will provide training to all EDSs designated pursuant to Paragraph 23 of this Agreement. The training of the EDSs will address: (a) temporary measures, including why they are needed and how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over, and not in front of, thresholds); (b) how to resolve errors in the implementation of temporary measures on Election Day; (c) how to document the implementation of temporary measures on Election Day; and (d) what the EDSs are required to do to implement the requirements of this Agreement.

D. Election Day Compliance Review

23. Beginning with the first election occurring after the Effective Date of this Agreement, and throughout the duration of this Agreement, the City will designate City personnel (or contractors) as EDSs to review compliance at the polling place locations, including locations where temporary measures are to be implemented on Election Day.

E. Enforcement Provisions

24. If at any time one of the Parties to this Agreement desires to modify any portion of this Agreement, it will promptly notify the other Party in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. The Party receiving a request to modify the Agreement will not unreasonably delay notifying the requesting Party as to whether it will agree to the proposed modification. No modification will take effect unless and until the Parties memorialize the agreed upon modification in writing.
25. All notices, demands, or other communications, including reporting materials, to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

U.S. Attorney's Office
Assistant United States Attorney Michael Carter
517 E. Wisconsin Ave., Suite 530
Milwaukee, WI 53202

For City of Sheboygan:

City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

26. The United States may review compliance with this Agreement at any time. If the United States believes that the City has failed to comply in a timely manner with any requirement of this Agreement, or that any requirement has been violated, the United States will so notify the City in writing and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within thirty (30) days of the date it notifies the City, the United States may file a civil action in federal district court to enforce the terms of this Agreement or take any other action to enforce Title II of the ADA.
27. Failure by the United States to enforce a deadline or provision in this Agreement will not be construed as a waiver of the United States' right to enforce any deadlines or provisions of this Agreement.
28. A copy of this document will be made available to any person by the City on request.
29. This Agreement shall be applicable to and binding upon the City, its officers, agents, employees, and assigns.

- 30. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including its attachments, shall be enforceable.
- 31. This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1-5 above concerning physical accessibility of polling places. Nothing in this Agreement relates to other provisions of the ADA or affects the City's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.
- 32. This Agreement will remain in effect for three years from the Effective Date.
- 33. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.

FOR THE UNITED STATES:

GREGORY J. HAANSTAD
 United States Attorney

By: _____

Date: _____

MICHAEL A. CARTER
 Assistant United States Attorney
 Eastern District of Wisconsin
 State Bar No. 1090041
 517 East Wisconsin Avenue
 Milwaukee, WI 53202
 (414) 297-4101
 Fax: (414) 297-4394
 Michael A. Carter@usdoj.gov

FOR CITY OF SHEBOYGAN:

By: _____

Date: _____

CHARLES C. ADAMS
 City Attorney
 State Bar No. 1021454
 828 Center Ave., Suite 304
 Sheboygan, WI 53081-4442
 (920) 459-3917
 Fax: (920) 459-3919
 charles.adams@sheboyganwi.gov

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE CITY OF SHEBOYGAN
REGARDING THE ACCESSIBILITY OF POLLING PLACES**

This settlement agreement (the "Agreement") is entered into between the United States of America and the City of Sheboygan (collectively, the "Parties").

BACKGROUND

1. The United States Department of Justice (the "Department") opened an investigation of the City of Sheboygan (the "City") under Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), 42 U.S.C. §§ 12131 – 12134, and Title II's implementing regulation, 28 C.F.R. pt. 35, to determine the physical accessibility of City's polling places for people with mobility and vision disabilities. Title II of the ADA prohibits a public entity from excluding individuals with disabilities from participation in or denying them the benefits of its voting program or subjecting them to discrimination on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. Title II also prohibits a public entity from selecting facilities to be used as polling places that have the effect of excluding individuals with disabilities from or denying them the benefits of the voting program or otherwise subjecting them to discrimination. 28 C.F.R. § 35.130(b)(4). Title II requires a public entity to administer its services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. 28 C.F.R. § 35.130(d).
2. The City is a "public entity" within the meaning of the ADA, 42 U.S.C. § 12131(1), and 28 C.F.R. § 35.104, and is, therefore, subject to Title II of the ADA, 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. pt. 35.
3. The Department is authorized under the ADA to determine the City's compliance with Title II of the ADA and Title II's implementing regulation and to resolve this matter by informal resolution, such as through the terms of this settlement agreement. If informal resolution is not achieved, the Department is authorized to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.
4. The City, through the office of its Clerk, is responsible for reviewing the accessibility of each polling place and selecting each polling place. The City has 9 polling place locations for election day or early voting.
5. During the April 5, 2016 election, the Department surveyed all of the City's polling place locations. The Department found that several of the City's polling places contained conditions that were potential barriers to access for individuals with disabilities; the Department thus concluded that the City violated Title II by failing to select facilities to be used as polling places that are accessible to persons with disabilities. The City does not agree that it violated Title II but states its policy is to provide barrier-free access to all the City's polling places, and agrees to comply with Title II and assure that all of its

voters have equal opportunity to participate in its voting programs, services, and activities.

TERMS OF SETTLEMENT

Consideration

6. In consideration of the mutual promises contained in this Agreement, which the parties acknowledge constitute good and valuable consideration, and to avoid the costs, expenses, and uncertainty of litigation, the Parties, intending to be legally bound, enter into this Agreement.

Definitions

7. "Accessible on Election Day" means that a polling place is compliant with the 2010 ADA Standards for Accessible Design ("2010 Standards") on Election Day, whether such compliance is achieved through permanent architectural measures or through the use of temporary measures such as those provided for in Paragraph 17 below.
8. "Effective Date" of this Agreement is the date of the last signature below.
9. "Election" or "Election Day" as used in this Agreement shall include both the period of Early Voting and Election Day.
10. "Election Day Surveyors" or "EDSs" are City personnel (or contractors) who will review compliance at polling place locations where temporary measures are to be implemented on Election Day.

Obligations of City

A. Accessible Voting Program

11. The City shall not exclude individuals with disabilities from participating in or deny them the benefits of the voting program, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. The City shall select facilities to be used as polling places that do not exclude individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(4). The City shall administer its voting program in the most integrated setting appropriate to the needs of persons with disabilities. 28 C.F.R. § 35.130(d).
12. For all elections occurring after the Effective Date of this Agreement, the City will implement temporary measures to remediate issues at polling places where it has no ability to implement permanent measures to prevent potential barriers for access.
13. The City has implemented permanent measures to remediate all issues at City-owned and/or City-operated polling places.

14. Nothing in this Agreement limits the City from making ADA-compliant, permanent modifications to its polling place locations instead of providing temporary remedial measures or relocating a polling place location.
15. The City shall maintain in operable working condition on Election Day those features of facilities and equipment (including, but not limited to, permanent equipment such as lifts and elevators, and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133(a). If circumstances arise such that a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then the City shall purchase new equipment or relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraph 18 of this Agreement. If remediation or relocation to an accessible facility is impossible, as agreed to by the United States, then the City agrees to comply with Title II's program accessibility requirements.
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18. For all elections occurring after the Effective Date of this Agreement, the City shall review any newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made accessible on Election Day through the use of the remedial measures provided for in Paragraph 17 of this Agreement or through permanent modifications. In the event that the City decides to use a new polling place location, it will inform the United States of that decision within 45 days. Upon request, the City will meet and confer with the United States concerning any potential issues at any new polling place location selected by the City. If the issue cannot be resolved to the United States' satisfaction, the City will propose another polling place location subject to the notification and review process provided by this paragraph.
19. If the City finds that it cannot implement a previously agreed to or approved remedial measure regarding a specific polling place location, the City will immediately notify the United States and, upon request, meet and confer with the United States. If the issue cannot be resolved to the United States' satisfaction, the City will relocate the polling place location to an alternative accessible location pursuant to the process established by Paragraph 18 of this Agreement.

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20. Prior to each election during the term of this Agreement, as part of its training program for election officers and poll workers (hereinafter, "election officials"), the City will provide training concerning temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (e.g., how to install ramps, the placement of mats over, and not in front of, thresholds); and (c) a description of the role of the City's Election Day Surveyors (EDSs), as set forth in Paragraph 23 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day.
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E. Enforcement Provisions

24. If at any time one of the Parties to this Agreement desires to modify any portion of this Agreement, it will promptly notify the other Party in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. The Party receiving a request to modify the Agreement will not unreasonably delay notifying the requesting Party as to whether it will agree to the proposed modification. No modification will take effect unless and until the Parties memorialize the agreed upon modification in writing.
25. All notices, demands, or other communications, including reporting materials, to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

U.S. Attorney's Office
Assistant United States Attorney Michael Carter
517 E. Wisconsin Ave., Suite 530
Milwaukee, WI 53202

For City of Sheboygan:

City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

26. The United States may review compliance with this Agreement at any time. If the United States believes that the City has failed to comply in a timely manner with any requirement of this Agreement, or that any requirement has been violated, the United States will so notify the City in writing and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within thirty (30) days of the date it notifies the City, the United States may file a civil action in federal district court to enforce the terms of this Agreement or take any other action to enforce Title II of the ADA.
27. Failure by the United States to enforce a deadline or provision in this Agreement will not be construed as a waiver of the United States' right to enforce any deadlines or provisions of this Agreement.
28. A copy of this document will be made available to any person by the City on request.
29. This Agreement shall be applicable to and binding upon the City, its officers, agents, employees, and assigns.

30. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including its attachments, shall be enforceable.
31. This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1-5 above concerning physical accessibility of polling places. Nothing in this Agreement relates to other provisions of the ADA or affects the City's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.
32. This Agreement will remain in effect for three years from the Effective Date.
33. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.

FOR THE UNITED STATES:

GREGORY J. HAANSTAD
United States Attorney

By:

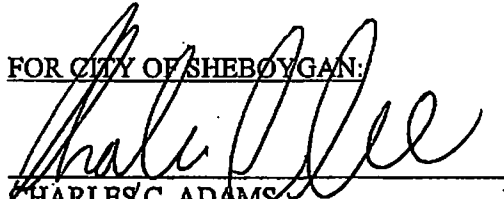


MICHAEL A. CARTER
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517 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-4101
Fax: (414) 297-4394
Michael A. Carter@usdoj.gov

Date: 11/27/17

FOR CITY OF SHEBOYGAN:

By:



CHARLES C. ADAMS
City Attorney
State Bar No. 1021454
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
(920) 459-3917
Fax: (920) 459-3919
charles.adams@sheboyganwi.gov

Date: 26 Jan 2017

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. January 16, 2017.

Your Committee to whom was referred Res. No. 160-16-17 by Alderperson Belanger authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.; 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

4.3

Res. No. 160 - 16 - 17. By Alderperson Belanger. December 19, 2016.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2017 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

*Pub. Works
approve*

John Berg

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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moening Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 <small>Parcel Ident. No.</small>
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2017 through December 31, 2017.

3. That the total rental rate for this parcel of land for 2017 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2017.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2017.

LESSEE

BY: _____
David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this ____ day of _____, 2017.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2017.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
-16-17.

LEASE AGREEMENT

THIS AGREEMENT, made this 10 day of February, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 <small>Parcel Ident. No.</small>
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2017 through December 31, 2017.

3. That the total rental rate for this parcel of land for 2017 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2017.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The LESSEE hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The LESSEE agrees to make no improvements of any kind whatsoever in or on the land.

9. The LESSEE hereby agrees that he will not encumber the land or crops growing thereon.

10. LESSEE shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the LESSOR'S written consent therefor.

11. LESSOR may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the LESSEE, LESSOR may remove from the total acreage leased any part thereof upon written notice to LESSEE, and LESSOR shall not pay any damages for such taking of property from the LESSEE, and during the crop season, LESSOR may remove from the total acreage leased to LESSEE any part thereof upon written notice to LESSEE, and LESSOR shall pay damages to LESSEE. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. LESSOR shall be responsible for any and all taxes upon said land.

14. LESSEE shall save LESSOR harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by LESSEE, his agents, employees or any other person using said premises.

15. In the event the LESSEE shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the LESSEE'S business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the LESSOR of any default in performance by the LESSEE of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. LESSEE shall have no right or interest in the renewal of this lease agreement.

Dated this 7 day of February, 2017.

LESSEE

BY: David L. Gartman
David L. Gartman

Dated this 10th day of February, 2017.

CITY OF SHERBOYGAN (LESSOR)

BY: Michael J. Vandersteen
Michael J. Vandersteen
Mayor

ATTEST: Susan Richards
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this 16
day of February, 2017.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
160-16-17.

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. January 16, 2017.

Your Committee to whom was referred Res. No. 161-16-17 by Alderperson Belanger to declare May 13, 2017, International Migratory Bird Day; 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

4.5

Res. No. 161 - 16 - 17. By Alderperson Belanger. December 19, 2016.

A RESOLUTION to declare May 13, 2017, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.,

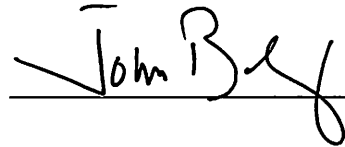
WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

*Pub likes
approval*

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares May 13, 2017, International Migratory Bird Day.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. January 16, 2017.

Your Committee to whom was referred Res. No. 168-16-17 by Alderperson Belanger authorizing entering into a revised State/Municipal Agreement for design and construction for the North Avenue Reconstruction from Calumet Drive to N. 15th St. scheduled for 2019 construction; 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

4.2

Res. No. 168- 16 - 17. By Alderperson Belanger. January 3, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date December 21, 2016), I.D. 4996-01-78/79/80/81 for design and construction for the North Avenue Reconstruction from Calumet Drive to N. 15th St. scheduled for 2019 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the North Avenue Reconstruction from Calumet Drive to N. 26th St. for the proposed sum of \$3,907,656 of which the Federal/State share is \$2,785,851 and of which the City of Sheboygan's share is \$1,002,075, and Union Pacific share is \$120,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

*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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing City Officials to Execute a Revision to the State Municipal Agreement (WI DOT 4996-01-78/79/80/81) for the North Avenue Reconstruction Project from Calumet Drive to North 15th Street between the City of Sheboygan and the State of Wisconsin, Department of Transportation.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: December 23, 2016

MEETING DATE: January 3, 2017

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

As a project of this magnitude is going through the design process the estimated cost is constantly being revised. The revised State Municipal Agreement reflects the updated cost for all entities participating in the project.

STAFF COMMENTS:

This project is the reconstruction of North Avenue from Calumet Drive to N. 15th Street. This project is scheduled to be constructed in 2019.

ACTION REQUESTED:

Motion to recommend the Common Council approve a resolution to execute a Revision to the State Municipal Agreement between the City of Sheboygan and the State of Wisconsin, Department of Transportation.

ATTACHMENTS:

- I. Res. ____-16-17
- II. Revised State Municipal Agreement



**2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on October 16, 2016 and signed by DOT on October 24, 2016.

**Program Name: STP-Urban
Population Group: 50,000 - 200,000
Sub-program #: 206**

Revised Date: DECEMBER 21, 2016
Date: JUNE 6, 2014
I.D.: 4996-01-78/79/80/81
Road Name: C SHEBOYGAN, NORTH AVE
Limits: CALUMET DRIVE – 15TH STREET
County: SHEBOYGAN
Roadway Length: 0.6 MILES
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN
Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74.1% federal funding up to a maximum of \$2,785,581 for all federally-funded project phases when the municipality agrees to provide the remaining 25.9% and all funds in excess of the \$2,785,581 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work

performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban Improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS							
PHASE	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	\$356,839	\$267,629	75%*			\$89,210	25% + BAL
State Review	\$89,203	\$66,902	75%*			\$22,301	25% + BAL
4996-01-78 Subtotal	\$446,042	\$334,531				\$111,511	
ID 4996-01-80 Railroad							
Crossing Surface	\$250,000	\$105,000	42%	\$120,000	48%	\$25,000	10%
ID 4996-01-81 Railroad							
Signals	\$252,500	\$202,000	80%			\$50,500	20%
ID 4996-01-79							
Construction	\$2,632,035	\$1,905,593	72%			\$726,442	28% + BAL
State Review	\$327,079	\$238,457	72%			\$88,622	28% + BAL
4996-01-79 Subtotal	\$2,959,114	\$2,144,050				\$815,064	
Total Est. Cost							
Distribution	\$3,907,656	\$2,785,581	N/A	\$120,000	N/A	\$1,002,075	N/A

*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is \$2,785,581 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)

Title

Date

Name

Signed for and in behalf of the State:

Name

Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible rail items: Crossing surface and signals
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the

Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. **The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:**

- a. **ID 4996-01-78:** Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
- b. **ID 4996-01-80:** Costs for railroad crossing surface are funded with 42% federal funding when the municipality agrees to provide 10% and railroad agrees to provide the remaining 48%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- c. **ID 4996-01-81:** Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- d. **ID 4996-01-79: Construction:**
 - i. Costs for roadway reconstruction are funded with 72% federal funding when the municipality agrees to provide the remaining 28%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 72% with federal funding and 28% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- e. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$2,785,581**. This federal funding cap applies to all federally funded project phases.

[End of Document]

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. January 16, 2017.

Your Committee to whom was referred Res. No. 169-16-17 DIRECT REFERRAL by Alderperson Belanger authorizing advertising for bids for the 2017 Capital Improvement Projects; 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

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 169 - 16 - 17. By Alderperson Belanger. January 10, 2016.

A RESOLUTION authorizing advertising for bids for the 2017 Capital Improvement Projects.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats., for:

1. The resurfacing and sewer lining of Ashland Avenue (S. 10th Street to S. 17th Street), Broughton Drive (Michigan Avenue to Park Avenue), N. 12th Street (Superior Avenue to Geele Avenue), N. 10th Street (Superior Avenue to Geele Avenue), S. 9th Street (High Avenue to Georgia Avenue), Camelot Boulevard (S. Business Drive to S. 18th Street), Meadowbrook Court, Brookfield Court, Creekside Court, Greenwood Court, Georgia Avenue (S. Business Drive to Ashby Court),
2. The storm sewer reconstruction of Michigan Avenue (N. 4th Street to N. 3rd Street),
3. The reconstruction of Parking Lot 14,
4. The reconstruction of N. 15th Street (Eisner Avenue to Mayflower Avenue/School Avenue),
5. The South Pier additional parking, plaza design and break wall repairs,
6. The S. Taylor Drive sanitary sewer extension,
7. The Citywide sidewalk program,

*Public Works -
approve -*

- 8. The Citywide mini-storm sewer program,
- 9. Mead Public Library plaza design/construction;

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.

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 PUBLIC WORKS. January 16, 2017.

Your Committee to whom was referred R. O. No. 189-16-17 by the City Clerk submitting a communication from Howard Worthey regarding alleged damages done by one of the snow plows when they hit his mailbox; 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

3.1

R. O. No. 189-16-17. By CITY CLERK. December 19, 2016.

Submitting a communication from Howard Worthey regarding alleged damages done by one of the snow plows when they hit his mailbox,

*Sub. Wks.
Filed*

City Clerk

Richards, Susan

From: Alderperson Jim Bohren
Sent: Tuesday, December 13, 2016 1:24 PM
To: Richards, Susan
Cc: Biebel, David; Blasiola, Jason; Alderperson Joseph Heidemann;
howardworthy@gmail.com
Subject: FW: Mail Box Damage
Attachments: 20161212_145817.jpg; 20161212_145824.jpg; 20161213_082508.jpg; 20161213_082521.jpg

Sheboygan City Clerk Sue Richards - Sue

Please include Mr. Worthy's e-mail and attachments as a document for the Monday December 19th 2016 Common Council meeting and please refer it to the Public Works Committee. Thank you.

Alderman Jim Bohren

Serving on the Sheboygan Common Council Since April, 2006.

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

jim.bohren@ci.sheboygan.wi.us

2016 - 2017 Committee Assignments

Finance Committee - Vice Chairman

Public Works Committee

Capital Improvements Commission

From: Howard worthy [howardworthy@gmail.com]

Sent: Tuesday, December 13, 2016 8:49 AM

To: Alderperson Jim Bohren

Subject: Mail Box Damage

Mr. Bohren,

Per our phone conversation here is the follow up email you requested.

Some time between the evening of Dec 11 and the morning of Dec 12 it appears that one of the city snowplows struck my mail box damaging the metal box and loosing the post from the ground. Pictures of the damage are attached. I called and reported it to the DPW and someone came by and dropped off a temp mail box in a 5 gal bucket with a note that stated they would come back in the spring when the ground thaws and I quote **"if you mail box needs to be replaced, the Department will replace your damaged mailbox with a standard box and standard post. (steel box with wood post) Owners that would like a mailbox other than the standard box and post will be required to purchase and install at their own expense."**

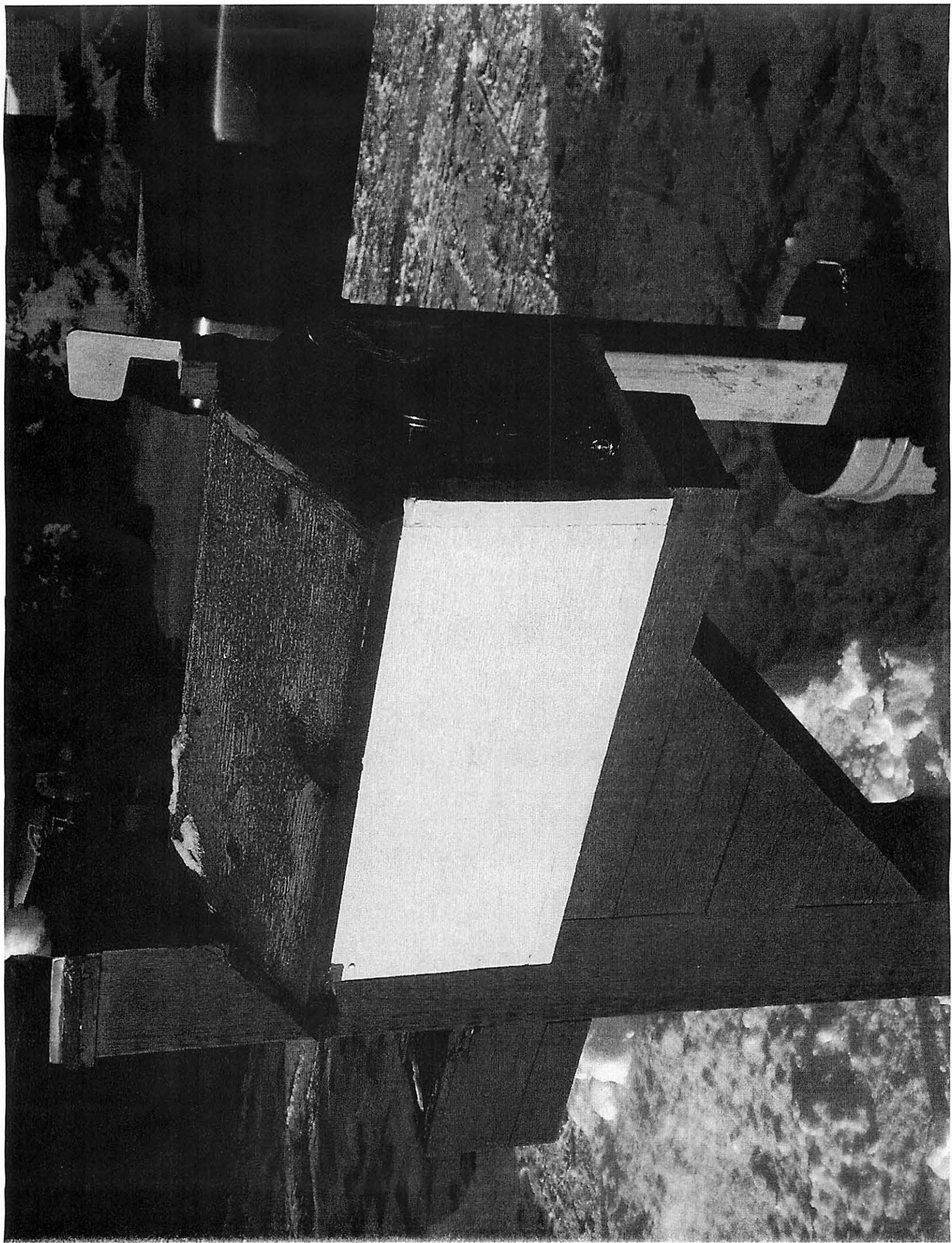
I feel that this policy is unfair and that the city should repair my mailbox back to the original condition it was in prior to the damage. it was not a "standard box" and I should not have to settle for less that what was there. The damage would only require someone to remove the old metal box and replace it which would involve disassembly of the wood covering, replacing the mailbox, and reinstalling the wood, minor caulking and painting may be required and I have the touch up paint.

Thank you again for taking the time to speak with me today concerning this issue and your willingness to follow up on it.

Howard Worthey
1411 Camelot Blvd
985-856-2364









IX

R. C. No. - 16 - 17 . By LAW AND LICENSING. January 16, 2017.

Your Committee to whom was referred Gen. Ord. No. 34-16-17 by Alderpersons Donohue and Wolf repealing and recreating Section 2-35 of the Municipal Code relating to privilege of the floor at Common Council meetings so as to give the city administrator and the director of planning and development the privilege of the floor; recommends that the Ordinance 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

~~X~~

6.1

Gen. Ord. No. 34 - 16 - 17. By Alderpersons Donohue and Wolf.
December 19, 2016.

AN ORDINANCE repealing and recreating Section 2-35 of the Municipal Code relating to privilege of the floor at Common Council meetings so as to give the city administrator and the director of planning and development the privilege of the floor.

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

Section 1. Section 2-35 of the Municipal Code, entitled "Privilege of the floor," is hereby repealed and recreated to read as follows:

"Sec. 2-35. *Privilege of the floor.*

The following persons, and no others, shall be admitted to that portion of the council chambers reserved to the members during the sessions thereof: the mayor, the city clerk, the city administrator, the chief of police or such other police officer in attendance, members of the department of engineering and public works, the city attorney, the city finance director/treasurer, the director of planning and development, editors of newspapers published within the city, reporters for the press who confine themselves to their professional duties, and such other persons as the presiding officer, upon the order of the council, may invite."

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.

Law & Co. approve

[Signature]

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

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.

Finance

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 Home/Day: (920)451-0401
City State Zip: SHEBOYGAN, WI 53081-5929 FAX:

Control Information

Claim #: 00445213451-0 Insured Policy #: 1100939502
Loss Date/Time: 12/11/2016 06:00 AM Loss Type: Collision
Deductible: \$100.00

Ins. Company: American Family Insurance

Insured: JAIRO A & ALMA D OROZCO Home/Day: (920)451-0401
Address:

Inspection

Inspection Date: 12/13/2016 04:12 PM Inspection Type: Direct Repair Program
Primary Impact: Right Rear Corner Secondary Impact:
Driveable: Yes Rental Assisted:

Assigned Date/Time: Received Date/Time: 12/16/2016 07:30 AM
First Contact Date/Time: 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 Contact:
Address: 3512 WILGUS AVENUE Work/Day: (920)457-3608
P.O. BOX 1144 FAX: (920)459-4126
City State Zip: Sheboygan, WI 53081 Work/Day:
Email: BODYSHOP@VHCARS.COM

Repair Start Date/Time: 12/20/2016 Vehicle Drop Off Date/Time: 12/19/2016 12:00 PM
Repair Complete Date/Time: 12/28/2016 Vehicle Pick Up Date/Time: 12/28/2016
Target Complete Date/Time: 12/30/2016 05:00 PM Days To Repair: 8

Vehicle

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

Lic.Plates: 121-SXZ Lic State: WI
Lic Expire: 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

17 Inch Alloy Wheels	7 Passenger Seating	AM/FM CD Player
Alarm System	Amplifier	Anti-Lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Bodyside Moldings
Bucket Seats	Cargo/Trunk Net	Center Console
Cruise Control	DVD Player	Digital Clock
Dual Air Conditioning	Dual Airbags	Dual Power Sliding Doors
Dual Zone Auto A/C	Floor Mats	Fog Lights
Fold Into Floor Seats	Garage Door Opener	Head Airbags
Heated Frnt & Rear Seats	Heated Power Mirrors	Heated W/S Wiper Washers
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Metallic Paint
Mud/Splash Guards	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Drivers Seat
Power Liftgate	Power Steering	Power Windows
Privacy Glass	Rear Entertainment System	Rear Heater
Rear Side Wind Sunshades	Rear Spoiler	Rear View Camera
Rear Window Defroster	Rear Window Wiper/Washer	Remote Starter
Reverse Sensing System	Roof Rack Cross Bars	Roof/Luggage Rack
Satellite TV	Second Row Bucket Seats	Sirius Satellite Radio
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	Upgraded/Addl Speakers	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	RECYCLED PART	\$200.00	+25.00	25.0	SM
				>> Eagle Auto and Truck Parts 800-586-5295					
				>> S90 W38028 Highway 59					
				>> Eagle WI 53119					
				>> Quote# 111481348647535, Stock# 16021508, Jim or Linda					
2	L	390	13	Panel,Bodyside Outer RT	Refinish			6.1	RF
					3.1 Surface				
					1.5 Edge				
					0.6 Two-stage setup				
					0.9 Two-stage				
3	I	358		Reinf,Tllmp Opening RT	Repair			2.0*	SM
4	L	358		Reinf,Tllmp Opening RT	Refinish			0.5	RF
					0.4 Surface				
					0.1 Two-stage				
5	EU	534		Lens,Taillamp RT	RECYCLED PART	\$50.00	+25.00	INC	SM
				>> Eagle Auto and Truck Parts 800-586-5295					
				>> S90 W38028 Highway 59					
				>> Eagle WI 53119					
				>> Quote# 111481348647535, Stock# 16021508, Jim or Linda					
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			2.5*	RF
					2.0 Surface				

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	\$5.00*		SM
15 L M60	Hazardous Waste Removal	Refinish	\$3.00*		SM
16 I	detrim used quarter panel	Repair		S1 4.0*	SM*
17 E	gronmet (5113360AA)	Replace OEM	\$7.20*	S2	SM*
18 I	Final Bill	Repair		S2	SM*
18 Items					

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

Labor Total		44.3 Hours	\$2,480.80
Tax on Labor	@ 5.000%		\$124.04
Gross Total			\$3,292.91
Less: Deductible			\$100.00-
Net Total			\$3,192.91
Actual Supplement Total		\$7.56	
Less: Previous Net Total			\$3,185.35-
Net Supplement Total (Final Bill)			\$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	

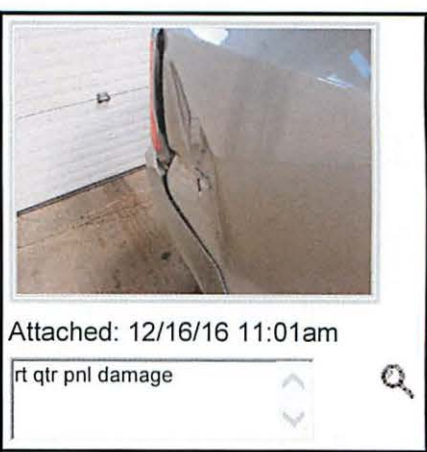
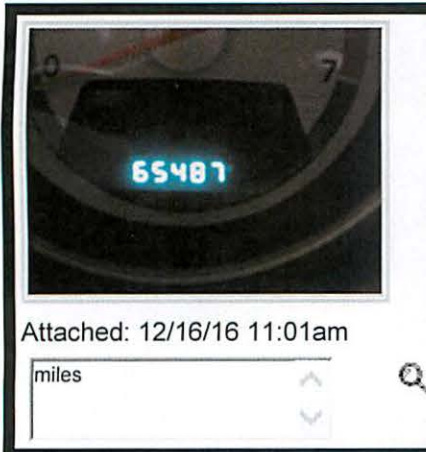
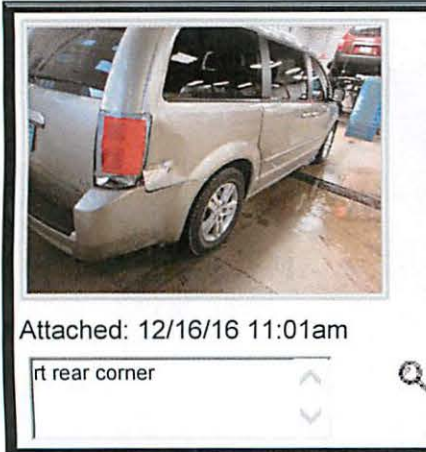
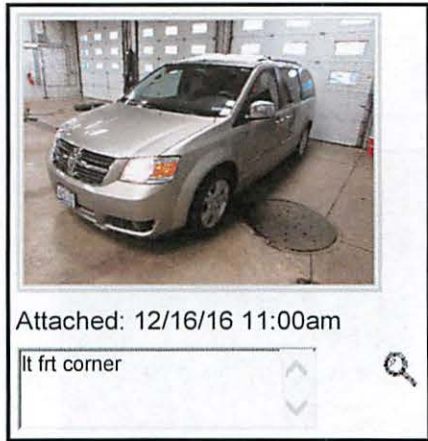
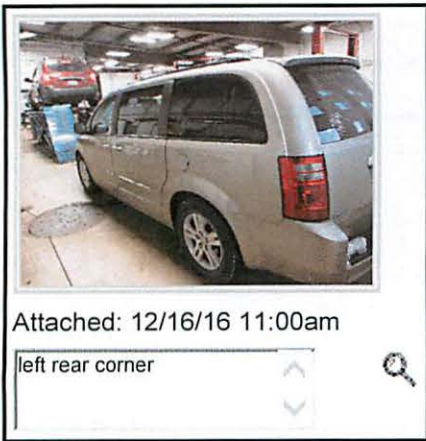


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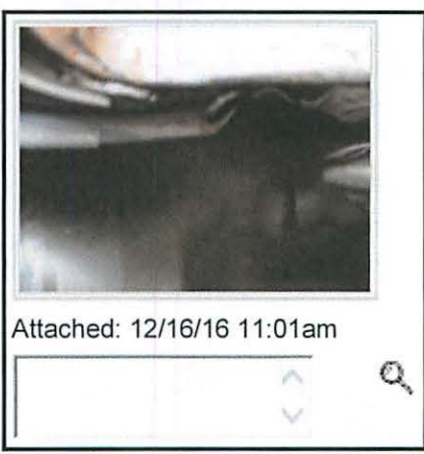




rt qtr pnl damage

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
Trans Message: 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
Trans Message: Group Payment as of 01/10/2017						

II

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

Submitting a claim from Samuel Q. Rodriguez for alleged damages to his truck while parked when a snow plow rear-ended into side and back on left side of truck.

Finance

City Clerk

DATE RECEIVED 1/9/17

RECEIVED BY MD

CLAIM NO. 25-16
JAN 12 17 PM 12:06

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: ~~Nadia Oregon Toledo~~ Samuel Q. Rodriguez
2. Home address of Claimant: 1011 Swift Ave.
3. Home phone number: 920-334-8036
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 12/23/2016, 10:42 A.M

6. Where did damage or injury occur? (give full description) Rear ended into side and back light on left side of truck.

7. How did damage or injury occur? (give full description) Inattentive - driving while going straight.

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: Travis John Hill

(b) Claimant's statement of the basis of such liability: was going straight while inattentively driving.

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: _____

DATE RECEIVED 1-11-17

RECEIVED BY MD

CLAIM NO. 25-16

CLAIM

Claimant's Name: Samuel Q. Rodriguez

Auto \$ 1,655.96

Claimant's Address: 1011 Swift Ave.

Property \$ _____

Sheboygan Wi.

Personal Injury \$ _____

Claimant's Phone No. 920-629-3231

Other (Specify below) \$ _____

TOTAL \$ 1,655.96

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 \$ 1,655.96.

SIGNED Samuel R.

DATE: 1/9/17

ADDRESS: 1011 SWIFT AVE.

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

Wisconsin Motor Vehicle **P0W43V8**
Accident Report MV4000e 01/2005

JAN 11 '17 PM 12:06

PK2012

POLICE # C16-24364

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0W43V8		Document Override Number	
Agency Accident Number				Police Number C16-24364					
4 - Accident Date 12/23/2016		5 - Time of Accident (Military Time) 2242		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 SWIFT AVE			14 - Bus/Fmt/Rmp		15 - Est. Distance 117 Ft		15 - Hwy. Dir WEST
16 - Fr/At Hwy No.		16 - From/At Street Name S 10TH ST			16 - Business/Frontage/Ramp				
17 - Structure Type House #		17 - Structure Number 1007		12 - Latitude 43.733714798843			13 - Longitude -87.71672497992		
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 Blacktop, Bituminous, or Asphalt - 2			
115 - Traffic Way Not-Physically-Divided-(2-Way Traffic)									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Not-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Snow			
9 <input type="checkbox"/> Hit and Run		9 <input type="checkbox"/> Government Property			9 <input type="checkbox"/> Fire		9 <input 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	

Operator/Pedestrian							
Unit Status		81 - Most Harmful Event: Collision With Parked Motor Vehicle		23 - Dir Of Travel EAST		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number H4008109110108		30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident Winter-Hwy-Maintenance			
25 - Operator/Pedestrian Last Name HILL			25 - First Name TRAVIS		25 - Middle Initial JOHN		25 - Suffix
32 - Date Of Birth 03/21/1991		33 - Sex Male					
26 - Address Street & Number 1414 CARMEN AVE						26 - PO Box	
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53081		28 - Telephone Number (920) 918-3719 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 Inattentive-Driving							
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							

OPERATOR/PEDESTRIAN 01

124 - Highway Factors Snow, -Ice, -or-Wet
--

Vehicle

VEHICLE 01	21 - Unit Type Truck		Vehicle Type Snow-Plow			22 - Total Occupants 1
	56 - License Plate Number 85445		57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1HTWDAZR69J167658
	50 - Year 2009	51 - Make INTL	52 - Model	53 - Body Style CB - CAB CHASSIS	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage Other					
	95 - Extent Of Damage Very-Minor		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 - Company Name SHEBOYGAN CITY OF		46 - Suffix		
	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) 459-3333 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	

OPERATOR/PEDESTRIAN	39 - Seat Position			40 - Safety Equipment Not-Applicable-Nonmotorist		
	38 - Injury Severity		41 - Airbag Not applicable	42 - Ejected Not-Applicable		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated Not-Applicable		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY PARKED			120 - Traffic Control No-Control		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 Not-Applicable					
	88 - Driver or Pedestrian Cond		89 - Substance Presence			
	90 - Alcohol Test		90 - Alcohol Content		91 - Drug Test	
	91 - Drugs Reported					
	124 - Highway Factors Snow,-Ice,-or-Wet					

Vehicle

VEHICLE 02	21 - Unit Type Automobile			Vehicle Type Passenger-Car			22 - Total Occupants 0
	56 - License Plate Number 733YSH		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number 1GKFK16367J184164	
	50 - Year 2007	51 - Make GMC	52 - Model YUKON XL		53 - Body Style UT - SPORT UTILITY	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage Rear Driver Side						
	95 - Extent Of Damage Minor		96 <input type="checkbox"/> Vehicle Towed Due To Damage			97 - Vehicle Removed By	
	123 - Vehicle Factors Not-Applicable						

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator						
	46 - Vehicle Owner Last Name RODRIQUEZ QUINTANA		46 - First Name SAMUEL		46 - Middle Initial	46 - Suffix	Date Of Birth 05/24/1979
	46 - Company Name						
	47 - Address Street & Number 1011 SWIFT AVE				47 - PO Box		
	48 - City SHEBOYGAN			48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 334-8036 Ext.	

Insurance

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

INS	
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School Bus

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

Trailer

TRL 01	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

Diagram and Narrative

105 - Photos By

DIAGRAM AND NARRATIVE

NOT DRAWN TO SCALE

UNIT #2 WAS LEGALLY PARKED ON SWIFT AVE IN FRONT OF 1007 SWIFT AVE. UNIT #2 WAS PARKED ON THE SOUTH SIDE OF SWIFT AVE FACING EASTBOUND. UNIT #1 WAS PLOWING SNOW AFTER A SNOW STORM. UNIT #1 WAS TRAVELING EASTBOUND ON SWIFT AVE IN FRONT OF 1007 SWIFT AVE. AS UNIT #1 WAS PLOWING SNOW UNIT #1'S SIDE PLOW WING STRUCK THE REAR-DRIVER'S SIDE OF UNIT #2. UNIT #2 REMAINED IN ITS PARKED POSITION AFTER THE CRASH. UNIT #1 STOPPED ON SWIFT AVE AFTER THE CRASH.

Officer Information

125 - Officer Last Name DEUTSCH	125 - First Name ISRAEL	125 - Middle Initial M	31 - Officer ID C445I
129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			

Wisconsin Motor Vehicle **P0W43V8**
Accident Report MV4000e 01/2005

PK2012

OFFICER INFORMATION

127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number (920) 459-3333 Ext.
132 - Date Notified 12/23/2016	133 - Time Notified (Military Time) 2243	134 - Time Arrived (Military Time) 2251	135 - Date Of Report 12/23/2016
	C16-24364	19 - Special Study	
18 - Agency Space SQUAD 8/ VIDEO NO/ ID'D WI PC DL			

Human R.

Vicky
2nd floor

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 *****

01/03/2017 04:46 PM

Owner

Owner: SAMUEL RODRIGUEZ
Address: 1011 SWIFT AVENUE
City State Zip: Sheboygan, WI 53081

Work/Day:
Home/Evening: (920)629-3231
FAX:

Inspection

Inspection Date: 01/03/2017 04:45 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Primary Impact: Left Rear Side
Driveable: Yes

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081

Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

Secondary Impact:
Rental Assisted:

Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 6

Vehicle

OEM Part Price Quote ID: ****

2007 GMC Yukon XL K1500 SLT2 4 DR Wagon
 8cyl Gasoline 5.3 FLEX
 4 Speed Automatic

Lic.Plate: 733YSH
Lic Expire:
Prod Date: 06/2006
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code:

Lic State: WI
VIN: 1GKFK16367J184154
Mileage: 127,433
Mileage Type: Actual
Code: U7362A
Int. Color: Light Titanium w/Ultrasoft Leather
App
Int. Refinish: Two-Stage
Int. Trim Code: 833

Options - AudaVIN Information Received

4-Wheel Drive	AM/FM In-dash CD Changer	Alarm System
Anti-Lock Brakes	Auto Locking Hubs (4WD)	Automatic Dimming Mirror
Bose Sound System	Bucket Seats	Captain Chairs (4)
Center Console	Chrome Bumper(s)	Cruise Control
Dual Air Conditioning	Dual Airbags	Dual Power Seats
Dual Zone Auto A/C	Electronic Transfer Case	Flip-Up Liftgate Window
Fog Lights	Garage Door Opener	Heated Frnt & Rear Seats
Heated Front Seats	Heated Power Mirrors	Heated W/S Wiper Washers
Intermittent Wipers	Keyless Entry System	Leather Seats
Leather Steering Wheel	Lighted Entry System	Limited Slip Differential
OnStar System	Overhead Console	Parking Assist System
Polished Alloy Wheels	Power Adjustable Pedals	Power Brakes
Power Door Locks	Power Liftgate	Power Moonroof
Power Steering	Power Windows	Privacy Glass
Rain-Sensing W/S Wipers	Rear Entertainment System	Rear Heater
Rear Seat Audio Controls	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rack Cross Bars	Roof/Luggage Rack
Running Boards	Secnd Row Captain Chairs	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Third Seat (trucks)	Tilt Steering Wheel	Tinted Glass
Traction Control System	Trailer Hitch	XM Satellite Radio

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Quarter And Rocker Panel										
.1	I	389		Panel,Quarter LT	Repair				9.0*	SM
2	L	389	13	Panel,Quarter LT	Refinish				4.0	RF
					2.8 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
3	E	397		Door,Fuel Filler LT	15940677 GM Part	\$122.17			0.3	SM
4	L	397		Door,Fuel Filler LT	Refinish				0.4	RF
					0.3 Surface					
					0.1 Two-stage					
5	E	225		Nameplate,Qtr Panel LT	15825695 GM Part	\$34.45			0.2	SM
6	E	170		Label,Quarter Panel LT	15070512 GM Part	\$20.82			0.1	SM
7	RI	395		Qtr Glass R & I LT	R & I Assembly				2.5	SM
8	EC	481		Sealant Kit,Qtr Glass LT	Replace Economy	\$15.00*			INC	SM
Rear Bumper										
9	RI	570		Rear Bumper Cover R&l	R & I Assembly				1.6	SM
Rear Body, Lamps And Floor Pan										
10	E	533	46	Taillamp Assembly LT	25975975 GM Part	\$128.58			INC	SM
Manual Entries										
11	L			Cover Car Exterior	Refinish	\$5.00*				SM
12	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
13	L			Corrosion.Protection	Refinish	\$10.00*			0.2*	SM
13	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

46

PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts					\$306.02	
Other Parts					\$30.00	
Paint & Materials		4.4 Hours @	\$38.00		\$167.20	
Parts & Material Total						\$503.22
Tax on Parts & Material		@	5.500%			\$27.68
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	4.9	9.0	13.9	\$806.20	
Mech/Elec (ME)	\$105.00					
Frame (FR)	\$67.00					
Refinish (RF)	\$58.00	4.4		4.4	\$255.20	
Labor Total				18.3 Hours		\$1,061.40
Tax on Labor		@	5.500%		\$58.38	
Sublet Repairs					\$5.00	
Tax on Sublet		@	5.500%		\$0.28	
Gross Total						\$1,655.96
Net Total						\$1,655.96

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
 OEM Part Prices DT 01/03/2017 04:46 PM EstimateID 245679789476683776 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.035 ES 01/03/2017 04:49 PM REL 8.0.035 DT 12/01/2016 DB 12/15/2016
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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly

P = Check

AA = Appearance Allowance

RP = Related Prior Damage



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II

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

Submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company.

Finance

City Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG
1731 S. 13th Street
Sheboygan, WI 53081

MARY A. HEITZMANN
2206 Sunflower Ave
Sheboygan, WI 53081

PLAINTIFFS,

v.

ANTHONY HAMILTON
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

BRANDON KEHOE
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
Chief Christopher Domagalski
828 Center Avenue
Sheboygan, WI 53081

WILSON MUTUAL INSURANCE COMPANY
C/O Registered Agent:
Christopher R. Bandt
1425 Memorial Drive
Manitowoc, WI 54220,

XYZ INSURANCE COMPANY
DEFENDANTS.

COMPLAINT

JURISDICTION

1. PLAINTIFFS bring this action pursuant to 42 USC §1983, and as a State law negligence cause of action, as more particularly described herein. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331.

2. Upon information and belief, each Defendant has at all times material hereto been a citizen and resident of the Eastern District of Wisconsin. The Defendants' conduct described below all took place in the Eastern District of Wisconsin. Venue in this action is appropriately in the U. S. District Court for the Eastern District of Wisconsin pursuant to U.S.C. §1391(b) (1) and (2).

PLAINTIFFS PLEAD

3. PLAINTIFF KURT KLESSIG is an adult individual residing at 1731 South 13th Street Sheboygan, WI 53081.

4. MARY HEITZMANN is an adult individual residing at 2206 Sunflower Avenue, Sheboygan, WI 53081.

5. Upon information and belief, ANTHONY HAMILTON is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

6. Upon information and belief, BRANDON KEHOE is an is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

7. Upon information and belief, the CITY OF SHEBOYGAN is a municipal body organized under and subject to the laws of the State of Wisconsin with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

8. Upon information and belief, at all times material hereto, the CITY OF SHEBOYGAN POLICE DEPARTMENT is a Department of the City of Sheboygan with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

9. Upon information and belief, at all times material hereto, WILSON MUTUAL INSURANCE COMPANY (Wilson) is a domestic insurance company doing business at 3330 Stahl Rd in Sheboygan, WI 53081.

10. Upon information and belief, Wilson may have paid worker's compensation benefits to the Plaintiff Kurt Klessig for the injuries caused to him by the Defendants and by reason of such payment Wilson may have a subrogated claim against the Defendants.

11. Upon information and belief, at all times material hereto, the City of Sheboygan and the City of Sheboygan Police Department are charged by the State of Wisconsin, Federal Law and the constitutions of the United States and of the State of Wisconsin with providing security and protection to the citizens and frequenters of the City of Sheboygan and to protect each citizen's constitutional right to life, liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

12. Upon information and belief, the XYZ INSURANCE COMPANY, (XYZ), is a foreign liability insurance company with its principal place of business located outside of Wisconsin and engaged in substantial, not isolated business in the State of Wisconsin. Prior to July 17, 2016 XYZ issued its policy of liability insurance providing liability insurance to the Defendants for their conduct as alleged herein. Such policy was in full force and effect at all times material hereto. By reason of such policy and the laws of the State of Wisconsin XYZ is a proper party Defendant hereto.

13. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because substantial Wisconsin and U. S. Constitution questions are involved.

14. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because any such administrative remedy is inadequate to avoid irreparable harm to the Plaintiffs.

15. Upon information and belief, each of the Plaintiffs have a constitutional right to life liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

16. Upon information and belief, on or about July 17, 2016 the Plaintiffs were present as innocent bystanders inside the Union Ave Tap, 1401 Union Avenue, Sheboygan, WI at which time an armed, masked robber entered the Union Ave Tap.

17. Upon information and belief, Plaintiff Kurt Klessig dialed 911 and contacted law enforcement authorities in the City of Sheboygan to advise that an armed robbery was in progress at the Union Ave Tap.

18. Upon information and belief, the law enforcement authorities of the City of Sheboygan radioed and advised two of its police officers, Officer Anthony Hamilton and Officer Brandon Kehoe, that an armed robbery was in progress at the Union Ave Tap.

19. Upon information and belief, at all times material hereto, Officers Hamilton and Kehoe were employees of the City of Sheboygan Police Department and were operating under color of law.

20. Upon information and belief, Officers Hamilton and Kehoe drove to the Union Ave Tap and approached the building knowing that an armed robbery was in progress inside the Union Ave Tap.

21. Upon information and belief, as they approached the Union Ave Tap Officers Hamilton and Kehoe were familiar with the interior layout of the Union Ave Tap including the entries and exits on the north side and southeast corner of the premises.

22. Upon information and belief, Officers Hamilton and Kehoe looked into the interior of the Union Ave Tap through a window and saw four individual innocent bystanders inside the bar and where they were located - one individual innocent bystanders seated at the video game machines on along the south wall, the Plaintiffs, located on either side of the bar at the south end of the bar, and one customer at the north end of the bar in a seated position.

23. Upon information and belief, Officers Hamilton and Kehoe observed the 4 innocent bystanders all looking towards the southeast exit from the Union Tap.

24. Upon information and belief, Officers Hamilton and Kehoe knew or should have known that the armed robber was approaching the southeast exit from the Union Tap.

25. Upon information and belief, Officers Hamilton and Kehoe could not see the armed masked robber and assumed that the armed masked robber was near the doorway at the southeast corner of the Union Ave Tap where the innocent bystander inside the Union Ave Tap were looking.

26. Upon information and belief, Officers Hamilton and Kehoe knew from the radio transmissions they received from the City of Sheboygan Police law enforcement authorities and from their observations through the window into the Union Ave Tap that immediate intervention in the armed robbery in progress in the Union Ave Tap was not required.

27. Upon information and belief, Officers Hamilton and Kehoe knew that they could have called for backup and waited, or taken cover and waited, until the armed masked robber exited the Union Ave Tap.

28. Upon information and belief, at no time did Officers Hamilton or Kehoe call for backup before proceeding.

29. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from calling for backup.

30. Upon information and belief, at no time did Officers Hamilton or Kehoe take cover and waited until the armed masked robber exited the premises through the southeast door.

31. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from taking a covered, secured position and waiting to confront the armed masked robber until the armed masked robber had completely exited the Union Ave Tap.

32. Upon information and belief, Officers Hamilton and Kehoe positioned themselves in front of the southeast exit door, expecting the armed robber to exit through that door.

33. Upon information and belief, as Officers Hamilton and Kehoe were so positioned, the armed masked robber opened the southeast door from the inside and began to exit.

34. Upon information and belief, Officers Hamilton and Kehoe then stepped in front of the door, confronted the robber and placed themselves in a direct line of fire at the armed masked robber and towards the innocent bystander Plaintiffs located inside the Union Ave Tap.

35. Upon information and belief, in so positioning themselves, Officers Hamilton and Kehoe knew or should have known that if they were compelled to fire towards the armed masked robber exiting the building through the southeast door, they would be firing directly towards the

innocent bystanders Kurt Klessig and Mary Heitzmann inside the Union Ave Tap.

36. Upon information and belief, Officers Hamilton and Kehoe then discharged their guns towards the robber and towards the innocent bystander Plaintiffs, Kurt Klessig and Mary Heitzmann.

37. Upon information and belief, in so positioning themselves, knowing that their line of fire towards the exiting armed masked robber required them to shoot towards innocent bystanders, the Plaintiffs, Officers Hamilton and Kehoe created an officer-created jeopardy by putting themselves in a position where they had no other option in confronting the armed masked robber other than to shoot towards innocent bystanders, the Plaintiffs Kurt Klessig and Mary Heitzmann.

38. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of the City of Sheboygan Police Department's rules and regulations.

39. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of every industry standard concerning police officers' discharging weapons under the circumstances described.

40. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was negligence.

41. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe in not calling for or waiting for backup, and not waiting for the armed masked robber left the premises and cleared the southeast doorway, and/or positioning themselves immediately outside the southeast exit doorway from Union Ave Tap would require that if they had to confront and shoot at the armed masked robber exiting that door, they would have to shoot directly towards innocent bystanders.

42. Upon information and belief, every reasonable police officer would understand that such conduct described in paragraphs 17-41 above would violate the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they are entitled to under the Due Process clause of the 14th Amendment of the United States Constitution.

43. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe described in paragraphs 17-41 above violate clearly-established, non-discretionary law, policies and procedures applicable to them as police officers in the City of Sheboygan.

44. Upon information and belief, the conduct of Officers Hamilton and Kehoe in not calling or waiting for backup, and not waiting until the armed masked robber left the premises and cleared the southeast exit doorway of the Union Ave Tap, and in positioning themselves immediately outside the southeast exit door from the Union Ave Tap such if they had to confront and shoot at the robber exiting the door, they would have to shoot directly towards innocent bystanders, the Plaintiffs, demonstrated reckless and callous indifference to the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they were entitled to under the due process clause of the 14th Amendment of the US Constitution which shocks the conscience.

45. Upon information and belief, the City of Sheboygan and the City of Sheboygan Police Department failed to provide training to Officers Hamilton and Kehoe which instructed them that under the circumstances described in ¶¶ 17-41 infra. they should call and wait for backup, should wait until the armed masked robber had come out of the Union Ave Tap and cleared the doorway of the southeast exit door of the Union Ave Tap before confronting the robber, and they should not position themselves such that

if they confronted the armed masked robber exiting the Union Ave Tap through the southeast exit doorway and were compelled to shoot at that robber, they would be also be shooting at the innocent bystander Plaintiffs inside the Union Ave Tap.

46. Upon information and belief, such failure by the City of Sheboygan and the City of Sheboygan Police Department to train Officers Hamilton and Kehoe amounts to a deliberate indifference to the rights of innocent bystanders, including Plaintiffs Kurt Klessig and Mary Heitzmann, to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

47. Upon information and belief, such conduct described above on the part of each of the Defendants was at all times material hereto done under the color of law and violated the constitutional rights of Kurt Klessig and of Mary Heitzmann to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

48. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot Plaintiff Kurt Klessig, causing him to incur severe, permanent physical and mental injury to Kurt Klessig, causing him to incur expenses in the past and which he reasonably believes he will continue to incur in the future on a permanent basis to treat such injuries, causing him to incur a permanent disability and disfigurement, causing him to incur a loss of earning capacity in the past and which he reasonably believes he will incur in the future on a permanent basis, causing him to incur severe permanent disfigurement, causing him to incur the loss of the ability to enjoy life, in an amount in excess of \$75,000.00.

49. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot towards Plaintiff Mary Heitzmann which caused her to fear for her life and to witness the bloody aftermath of their shooting of Plaintiff Kurt Klessig, which caused Plaintiff Mary Heitzmann severe permanent mental injury, causing her to incur expenses for the treatment of such mental injury in the past and which she reasonably believes she will incur on a permanent basis, causing her to incur a loss of income, and causing her to incur the loss of the ability to enjoy life, in an amount in excess of \$75,000.00.

FIRST CAUSE OF ACTION - NEGLIGENCE

50. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

51. Upon information and belief, such conduct on the part of each of the Defendants was negligence which caused compensatory damages to each of the Plaintiffs, entitling each of the Plaintiffs to judgment for such compensatory damages against each of the Defendants, jointly and severally, together with attorney's fees and taxable costs and disbursements.

SECOND CAUSE OF ACTION - 42 U.S.C. §1983

52. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

53. Upon information and belief, such conduct on the part of each Defendant was done under color of law and has diminished each Plaintiff's constitutionally-protected right to life, liberty and the pursuit of happiness guaranteed to them by the Due Process clause of the 14th Amendment of the Constitution of the United States, entitling each Plaintiff to

judgment against each Defendant, jointly and severely, for the Plaintiffs' compensatory damages, actual attorney's fees and costs.

WHEREFORE, Plaintiffs demand Judgment:

A. Under the FIRST CAUSE OF ACTION against each Defendant, jointly and severally, on behalf of each Plaintiff for such Plaintiffs' compensatory damages, together with attorney's fees and taxable costs and disbursements;

B. Under the SECOND CAUSE OF ACTION in favor of each Plaintiff against each Defendant, jointly and severally, for each Plaintiff's compensatory damages and actual attorney's fees and costs.

DEMAND IS MADE FOR A TRIAL IN THIS MATTER BY A 12 PERSON JURY.

Dated this 6th day of January, 2017.

ROBERT L. ELLIOTT
Attorney for Plaintiffs

/s/ ROBERT L. ELLIOTT
SEN: 1013862

P.O. ADDRESS:
735 North Water St., #1212
Milwaukee, WI 53202
414-225-9000
rle@attorneyelliott.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

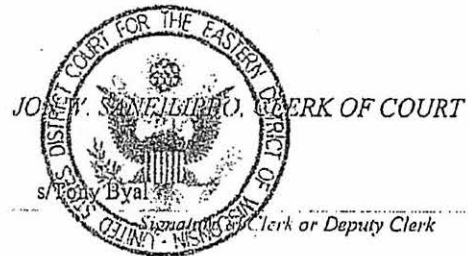
To: (Defendant's name and address) City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



Date: 01/10/2017

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klæssig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place)*:

.....
..... on *(date)* ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*,

....., a person of suitable age and discretion who resides there,
on *(date)*, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)*

who is designated by law to accept service of process on behalf of *(name of organization)*
..... on *(date)* ; or

I returned the summons unexecuted because ; or

Other *(specify)*:

My fees are \$ for travel and \$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date:

.....
Server's signature

.....
Printed name and title

.....
Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Anthony Hamilton
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

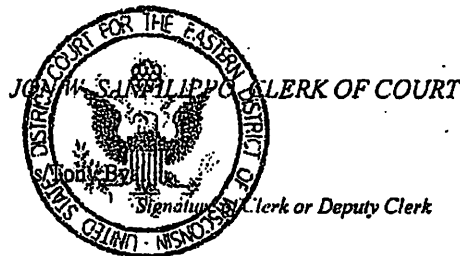
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 01/10/2017



AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place)*:

.....
..... on *(date)* ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*
....., a person of suitable age and discretion who resides there,
on *(date)*, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)*
.....
who is designated by law to accept service of process on behalf of *(name of organization)*
..... on *(date)* ; or

I returned the summons unexecuted because ; or

Other *(specify)*:

My fees are \$ for travel and \$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date:

.....
Server's signature

.....
Printed name and title

.....
Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Brandon Kehoe, City of Sheboygan Police Department, 828 Center Avenue, Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott, 735 N. Water Street, Suite 1212, Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 01/10/2017



AO 440 (Rev. 06/12) Summons in a Civil Action (Pngo 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____
who is designated by law to accept service of process on behalf of *(name of organization)*
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AD 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.



Date: 01/10/2017

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):*
Kurt Klessig, et al.

were received by me on *(date)* _____

I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

II

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

Submitting a communication from Donald Lueck requesting a waiver from the Sex Offender Residency restrictions in order to live at 602 S. 22nd St.

PPS

City Clerk

Date: Jan 4 2017

My name is: DONALD WECK

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

602 S. 22nd St Sheboygan WI 53081

Signature: Donald Weck

Phone Number: 920 - 254 - 5599

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. _____ - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a communication from the State of Wisconsin Department of Corrections filing a request on behalf of State inmate Jeremiah J. Detiege for a waiver of the Sex Offender Residency restrictions in order to be placed at a Transitional Living Placement (TLP) at 930A Michigan Ave. or 1123/1125 N. 14th St. depending on availability.

ppx5.

City Clerk

Scott Walker
Governor

Edward F. Wall
Secretary



State of Wisconsin
Department of Corrections

Mailing Address
DCC
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-3483
(920) 459-4386 (FAX)

January 5, 2017

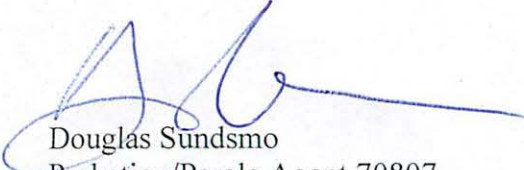
JAN 5 '17 AM 11:31

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Jeremiah J. Detiege in order for Mr. Detiege to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,


Douglas Sundsmo
Probation/Parole Agent 70807
(920) 918-8002

II

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

Submitting a communication from Brian Fischer requesting a waiver from the Sex Offender Residency restrictions in order to live at 1021 N. 8th St., Apt. 5.

pp 5.

City Clerk

Date: 01/09/2017

My name is: Brian Fischer

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

1021 N. 8th St apt 5

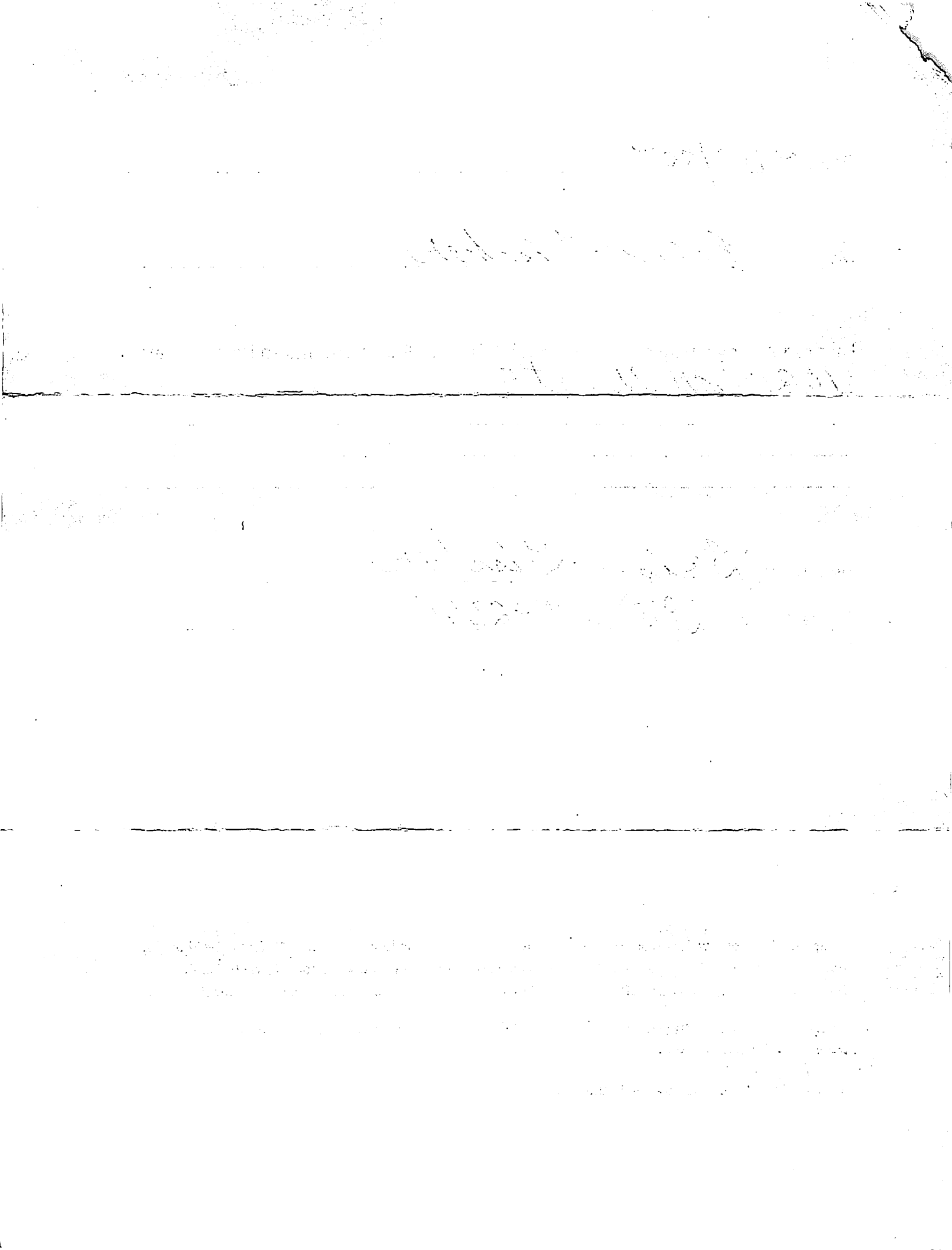
Signature: Brian Fischer

Phone Number: (920) 287-2364

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. January 16, 2017.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of State inmate Wendell Anderson requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at 930A Michigan Ave. or 1123/1125 N. 14th St. depending on availability.

pp. 5.

City Clerk

Scott Walker
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

**Division of Community
Corrections**

Probation & Parole
3422 Wilgus Avenue
Sheboygan, WI 53081

Telephone (920) 459-3097
Facsimile (920) 459-4386

January 12, 2017

Re: City of Sheboygan Sex Offender Ordinance

JAN 12 '17 AM 10:18

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Wendell Anderson in order for Mr. Anderson to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

Josh Butzen
Probation/Parole Agent 70802
(920) 918-7894

II

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

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of State inmate Dustin Courchaine requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at 930A Michigan Ave. or 1123/1125 N. 14th St. depending on availability.

pp 5.

City Clerk

Scott Walker
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

**Division of Community
Corrections**
Probation & Parole
3422 Wilgus Avenue
Sheboygan, WI 53081

Telephone (920) 459-3097
Facsimile (920) 459-4386

January 12, 2017

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

JAN 12 '17 AM 10:18

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Dustin Courchaine in order for Mr. Courchaine to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

A handwritten signature in black ink, appearing to read "Josh Butzen".

Josh Butzen
Probation/Parole Agent 70802
(920) 918-7894

III

Res. No. _____ - 16 - 17. By Alderpersons Donohue and Wolf.
January 16, 2017.

A RESOLUTION authorizing retaining outside legal counsel in the matter of Kurt R. Klessig and Mary A. Heitzmann v. Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department, et al.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Gregg J. Gunta and Gunta Law Offices SC as outside legal counsel to represent the City of Sheboygan, the City of Sheboygan Police Department and the City's employees in the defense of the Klessig/Heitzmann matter, United States District Court, Eastern District of Wisconsin, Case No. 2:17-cv-00031.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment thereof.

*1
suspend
1
Res pass*

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. January 16, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of an asphalt road paver.

WHEREAS: The Department of Public Works is in need of an asphalt road paver to replace a smaller, older unit and has included same in its 2017 Capital Improvements Funding, and:

WHEREAS: The City of Sheboygan has placed a greater emphasis on improving the condition of the streets in the City of Sheboygan and has included the repaving of more streets in its Strategic Planning Initiatives, and:

WHEREAS: The current paving machine is a smaller, narrower machine better suited for patching rather than repaving and is too small to provide a suitable finish to create a smooth driving surface for the motoring public as well as increase efficiencies and;

WHEREAS: The Department of Public Works has demonstrated the desired machine and has found it to be suitable for all manner of paving projects. In addition, the Manufacturer is under contract with the National Joint Powers Alliance (NJPA) thereby precluding the City from having to competitively put the equipment to public bids.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller Bradford & Risberg of Sussex WI for the purchase of one 2017 Model Bomag CR 352 Paving machine equipped with a Carlson 8 to 15 foot wide Screed and accessories and training at a cost of \$358,900.00 and that the need for public bidding be waived.

BE IT FURTHER RESOLVED: That the paver to be replaced will be sold by the City of Sheboygan and the proceeds from which will be returned to the appropriate fund.

Pub Wks.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Fund Account Number 70136100-641400 in the amount of \$358,900.00 in payment of same.

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

Dated _____ 20__ . _____, City Clerk

Approved _____ 20__ . _____, Mayor

III

Res. No. - 16 - 17. By Alderperson Belanger. January 16, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of replacement floating river docks for the Sheboygan River.

WHEREAS: The Floating River dock system, not including the transient docks located east of the Eighth Street Bridge along the south side of the channel and comprised of approximately fifty slips were identified for replacement in 2017 and said replacement was included in the City's Strategic Planning Initiative. The majority of these docks were transferred to the City of Sheboygan by the C. Reiss Coal Company and have reached the end of their life and no longer meet the needs of the boating public and;

WHEREAS: A meeting was held with the current renters of these slips in an effort to determine the proper configuration of the new docks based upon their needs and input gained from this meeting was utilized to develop final specifications and issue a Request For Bids for replacement dockage, and;

WHEREAS: The Purchasing Agent received three bids and following a comprehensive review of the proposed equipment, a recommendation for award was formulated, to wit;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Flotation Dock Systems Inc. of Cedarville MI for the purchase and complete installation of a new docking system including complete installation, a five year warranty and an annual inspection by an authorized company representative for five years at a cost of \$288,069.00 to be installed in April 2017 in time for the 2017 Boating Season and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #61137110-521900 Boat Facilities Fund in payment of same.

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

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. January 16, 2017.

A RESOLUTION accepting a deed from the Sheboygan Area School District dedicating certain described property for right-of-way purposes.

RESOLVED: That the City of Sheboygan hereby accepts a Quit Claim Deed from the Sheboygan Area School District, substantially similar to the copy which is attached hereto, dedicating the land described on North 15th Street for right-of-way purposes.

Pub 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

EXHIBIT A

Part of Lot 2 of a Certified Survey Map recorded in Volume 27 on Pages 99 to 101 as Document 2014272 in Certified Survey Maps in the Sheboygan County Register of Deeds Office being located in the Northwest 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, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 10, thence North 00°13'39" West, along the West line of the Southeast 1/4 of said Section 10, a distance of 1242.80 feet;
thence South 89°56'39" East a distance of 287.91 feet;
thence North 00°03'21" East a distance of 784.26 feet;
thence South 89°56'39" East a distance of 699.03 feet to the Northeast corner of said Lot 2, the Westerly Right of Way line of North 15th Street, and the Point of Beginning for this description;
thence South 21°42'30" East, along said Westerly Right of Way line, a distance of 513.90 feet;
thence South 01°22'59" East, along said Westerly Right of Way line, a distance of 307.09 feet to the Southeast corner Lot 1 of a Certified Survey Map recorded in Volume 25 on Pages 7 to 8 as Document 1920418 in Certified Survey Maps in the Sheboygan County Register of Deeds Office and the municipal boundary line between the City and Town of Sheboygan current on the date of this survey;
thence North 89°56'39" West, along said municipal boundary line, a distance of 0.74 feet;
thence North 04°20'00" West a distance of 16.99 feet;
thence North 06°01'37" West a distance of 232.27 feet to a point of curvature;
thence 107.06 feet along the arc of a curve to the left having a radius of 476.33 feet and a chord which bears North 12°27'58" West a distance of 106.84 feet to a point of tangency;
thence North 18°54'19" West a distance of 456.85 feet to said Northeast corner of Lot 2, said Westerly Right of Way line, and the Point of Beginning.

The above described parcel contains 0.238 acres (10,368 square feet) of land more or less and is subject to all easements and restrictions of record.

End of Description.

III

Res. No. - 16 - 17 . By Alderpersons Donohue and Heidemann.
January 16, 2017.

A RESOLUTION amending Res. No. 67-16-17 so as to make certain changes to the City's Medical Benefit Plan for calendar year 2017 coverage.

RESOLVED: That Res. No. 67-16-17 is amended in Section B thereof to read as follows:

"B) In 2017, the City will partially fund a Health Savings Account (HSA) for employees and/or family members to assist in the continued transition to a high deductible plan. The funding amounts will be \$750 for single and \$1500 for employee plus spouse, employee plus child/ren, and employee plus family. Employee Health Savings Accounts will be funded in January 2017.

Employees who join the High Deductible Health Plan on or after February 2017 will be eligible for a reduced contribution to a HSA as follows:

- 1) Employees who join the plan between February 1, 2017 and June 30, 2017, will be eligible for a contribution of \$375 for a single plan and \$750 for employee plus spouse, employee plus child/ren, and employee plus family plans.
- 2) Employees who join the plan between July 1, 2017 and November 3, 2017, will be eligible for a contribution of \$187.50 for a single plan and \$375 for employee plus spouse, employee plus child/ren, and employee plus family plans."

BE IT FURTHER RESOLVED: That Res. No. 67-16-17 is amended in Section D thereof to read as follows:

"D) Full-time, eligible employees who opt out of participating in the City's Medical Benefit Plan shall receive \$100 per each month they elect to opt out. Said amount shall be issued in the last quarter of the calendar year in one lump sum. Employees whose

*Sal
Grier*



employment terminates mid-year shall receive a prorated amount based on their termination date.

Part-time employees are not eligible for the opt-out benefit.

BE IT FURTHER RESOLVED: That the Human Resources Director is authorized and directed to make changes to the policies to reflect this Resolution.

BE IT FURTHER RESOLVED: That said changes and rates shall not supersede the provisions contained within any applicable collective bargaining agreements.

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. January 16, 2017.

At its meeting on January 10, 2017, your Committee, to whom was referred R. O. No. 163-16-17 by the City Clerk, voted to conditionally recommend that the Common Council not renew Taxicab Driver License No. 0741 held by Jason J. Sarabia.

Mr. Sarabia was afforded the opportunity to appear before the committee to contest the decision not to renew his license. A hearing to renew that decision was held on January 10, 2017.

At the time scheduled for the hearing, Mr. Sarabia failed to appear before the committee or contest the decision.

After reviewing the facts, the committee found the following facts:

1. Jason J. Sarabia has violated statutory or municipal laws directly related to the licensed activity; to wit:

<u>Charge</u>	<u>Arrest/Conviction Date</u>
Speeding (20 or more over the limit)	2016

2. The Speeding violation occurred since the prior license application was granted by the council.
3. As a result of the above, the committee finds that renewing Mr. Sarabia's license would not be in the interest of public safety.

Reg.

Based on these findings of facts, your committee recommends that the Common Council uphold the decision to deny renewal of Taxicab Driver License No. 0741 held by Jason J. Sarabia.

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

8.1

R. O. No. 163 - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

Paul & Lisa
12/15/16 - grant all licenses except hold Sarabia
12/19/16 - hold Sarabia
1/16/17 - deny Sarabia
see attached RC. by Lisa being a Justice

City Clerk

CLASS A BEER LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3230	Mi Pueblito	1125 Michigan Ave.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3049	G & G Massage	2602 N. 15 th St.
2437	Paula Kuhn	1508 N. 27 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1569	Brotz, Jill E.	902 Mulberry Ln., Kohler
1581	Brunn, Silas M.	1326 Humboldt Ave.
1579	Degroot, Nikolas A.	908 Lincoln Ave.
1582	Klock, Megan M.	529 North St., Plymouth
4769	Meifert, Lisa M.	1336 North Ave.
1583	Simpson, Julia K.	919 N. 5 th St., #46
1570	Thao, Yoko	1534 Bell Ave.
1571	Vuittonet, Michael	1120 Lincoln Ave.

TAXICAB BUSINESS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1911	Wheelchair Taxi	2516 Superior Ave.

TAXICAB DRIVER'S LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1564	Derrick, Ricci L.	422 Washington Ct.
1577	Derosier, Kelly R.	738 Forest Blvd., Sheb. Falls

TAXICAB DRIVER'S LICENSE (RENEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0570	Anderson, Anthony G.	1941 N. 12 th St.
9554	Champeau, Joseph P.	1821 S. 15 th St.
1116	Feigum, Winston L.	639 Monroe St., #307, Sheb. Falls
1509	Gordon, Jody L.	741 Acacia, Sheb. Falls
0952	Pineda, Berta	1812 S. 12 th St.
0741	Sarabia, Jason J.	1202 Alabama Ave.
1477	Shaffer, David C.	2407 S. 8 th St.

IX

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. January 16, 2017.

Your Committee to whom was referred Gen. Ord. No. 36-16-17 by Alderpersons Belanger and Thiel creating Article III of Chapter 74 of the Municipal Code relating to impact fees; recommends that the attached Substitute Ordinance be passed.

reg
O

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



6.1

Subs. of Gen. Ord. No. 36 - 16 - 17. By Alderpersons Belanger, Thiel, Bohren, Bitters and Rabe.
January 16, 2017.

AN ORDINANCE creating Article III of Chapter 74 of the Municipal Code relating to impact fees.

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

Section 1. Article III of Chapter 74 of the Municipal Code is hereby created to read as follows:

"ARTICLE III. PARK IMPACT FEES

Sec. 74-80. *Purpose and Authority.*

This ordinance imposes impact fees in accordance with §66.0617, Wis. Stats., to pay for park and recreation facilities required to serve new development.

Sec. 74-81. *Definitions.*

Words used in this ordinance have the meanings given in §66.0617(1), Wis. Stats.

Sec. 74-82. *Imposition of Impact Fees.*

a) By this ordinance, the City imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.

b) During the 2017 calendar year, the impact fee imposed by the City shall be \$547.00 per dwelling unit.

c) The impact fees imposed under this section shall be automatically adjusted, without further action by the Common Council, during the first quarter of each year by the percentage equal to that of the rate of consumer inflation based upon the percent of change of the yearly Consumer Price Index for the previous year for the Milwaukee metropolitan area as reported by the U.S. Department of Labor, Bureau of Labor Statistics. The finance director/treasurer, or his/her designee, shall determine such adjustment and maintain a copy of the said Consumer Price Index upon which such adjustment was made in the Finance Department.

Sec. 74-83. *Impact Fee Adjustments.*

a) The City may reduce the impact fee by the value of land dedicated by the developer to the City of Sheboygan and accepted by the City.

b) As allowed by §66.0617(7), Wis. Stats., the Common Council may waive or reduce impact fees on land development that provides low-cost housing, except that no amount of an impact fee for which an exemption or reduction is provided under this subsection may be shifted to any other land development in the municipality.

c) Impact fees shall be reduced as required by §66.0617(6)(d), Wis. Stats., to compensate for other capital costs imposed by the municipality for the public facilities for which the impact fees are imposed.

d) Impact fees shall be reduced as required by §66.0617(6)(e), Wis. Stats., to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.

Sec. 74-84. *Segregated Account.*

As required by §66.0617(8), Wis. Stats., the City shall maintain a segregated, interest-bearing account for revenues collected from impact fees. The City shall account for impact fee funds separately from other City funds. The City shall only expend funds in the segregated account for the specific projects for which the impact fee was imposed and for refunds required under sec. 74-86.

Sec. 74-85. *Time of Use and Refunds.*

a) As required by §66.0617(9)(a), Wis. Stats., impact fees collected within seven years of the effective date of this ordinance, but not used within ten years after the effective date of this ordinance to pay the capital costs for which they were imposed, shall be refunded to the current owner of the property on which the impact fees were imposed, along with any accumulated interest.

b) Impact fees collected more than seven years after the effective date of this ordinance shall be used to pay for the capital costs for which they were imposed or refunded as provided in subsection (a) above within ten years of the date on which they were collected.

Sec. 74-86. *Appeals.*

a) A developer upon whom an impact fee is imposed may appeal the amount, method of collection, or use of the impact fee in writing to the department of planning and development, provided the following conditions are met:

- 1) The developer files the appeal within 15 days of the date on which the impact fee is imposed; and
- 2) The developer specifies in writing the basis for the appeal, including his or her independent calculation of the impact fee and all information supporting the independent calculation; and
- 3) The developer pays the impact fee to the City before filing the appeal.

b) Within 30 days of receiving the appeal request, the department of planning and development shall evaluate the appeal, recommend a resolution, and forward the appeal and recommendation to the law and licensing committee for a hearing. The hearing shall be heard within fifteen days of receipt of the appeal and recommendation by the committee.

c) Any interested party may present evidence directly related to the issues raised in the appeal. At such a hearing, the determination of the department of planning and development shall be termed an initial determination.

d) The owner or custodian may file with the request for hearing written evidence and argument in support of the person's position with respect to the initial determination.

e) If the law and licensing committee finds that the impact fee does not comply with this ordinance and §66.0617, Wis. Stats., it may negate or modify the impact fee.

f) Provided the developer has paid the impact fee and properly obtained all required permits and approvals, the developer may proceed with construction while the impact fee appeal is under consideration.

Sec. 74-87. *Effect of Impact Fee on Zoning and Subdivision Regulations.*

This ordinance shall not affect any zoning or subdivision regulations or any other regulations of the City of Sheboygan, which shall remain in full force and effect.

Sec. 74-88. *Impact Fee as Additional and Supplemental Requirement.*

Except as required by §66.0617(6)(d), Wis. Stats., the impact fee established by this ordinance is an addition and supplement to, not a substitute for, any other requirements imposed on the development of land or the issuance of building permits.

Sec. 74-89. *Severability.*

If any provision of this ordinance is declared illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect."

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

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

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

~~IX~~

6.1

Gen. Ord. No. 36 - 16 - 17. By Alderpersons Belanger and Thiel.
January 3, 2017.

AN ORDINANCE creating Article III of Chapter 74 of the Municipal Code relating to impact fees.

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

Section 1. Article III of Chapter 74 of the Municipal Code is hereby created to read as follows:

"ARTICLE III. PARK IMPACT FEES

Sec. 74-80. *Purpose and Authority.*

This ordinance imposes impact fees in accordance with §66.0617, Wis. Stats., to pay for park and recreation facilities required to serve new development.

Sec. 74-81. *Definitions.*

Words used in this ordinance have the meanings given in §66.0617(1), Wis. Stats.

Sec. 74-82. *Service Areas.*

As allowed by §66.0617(5)(b), Wis. Stats., the City of Sheboygan defines the following service areas.

- a) The north zone includes every parcel in the City north of the center of Superior Avenue.
- b) The central zone includes every parcel in the City south of the center of Superior Avenue and north of the center of Union Avenue.
- c) The south zone includes every parcel in the City south of the center of Union Avenue.

Sec. 74-83. *Imposition of Impact Fees.*

By this ordinance, the City imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.

- a) New development in the north zone of the City shall pay an impact fee of ~~\$x,xxx~~ for each residential equivalent.

Sub Hts. approve Sub Ord.

b) New development in the central zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

c) New development in the south zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

Sec 74-84. *Impact Fee Adjustments.*

a) The City may reduce the impact fee by the value of land dedicated by the developer to the City of Sheboygan and accepted by the City.

b) As allowed by §66.0617(7), Wis. Stats., the Common Council may waive or reduce impact fees on land development that provides low-cost housing, except that no amount of an impact fee for which an exemption or reduction is provided under this subsection may be shifted to any other land development in the municipality.

c) Impact fees shall be reduced as required by §66.0617(6)(d), Wis. Stats., to compensate for other capital costs imposed by the municipality for the public facilities for which the impact fees are imposed.

d) Impact fees shall be reduced as required by §66.0617(6)(e), Wis. Stats., to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.

Sec. 74-85. *Segregated Account.*

As required by §66.0617(8), Wis. Stats., the City shall maintain a segregated, interest-bearing account for revenues collected from impact fees. The City shall account for impact fee funds separately from other City funds. The City shall only expend funds in the segregated account for the specific projects for which the impact fee was imposed and for refunds required under sec. 74-86.

Sec. 74-86. *Time of Use and Refunds.*

a) As required by §66.0617(9)(a), Wis. Stats., impact fees collected within seven years of the effective date of this ordinance, but not used within ten years after the effective date of this ordinance to pay the capital costs for which they were imposed, shall be refunded to the current owner of the property on which the impact fees were imposed, along with any accumulated interest.

b) Impact fees collected more than seven years after the effective date of this ordinance shall be used to pay for the capital costs for which they were imposed or refunded as provided in subsection (a) above within ten years of the date on which they were collected.

Sec. 74-87. *Appeals.*

a) A developer upon whom an impact fee is imposed may appeal the amount, method of collection, or use of the impact fee in writing to the department of planning and development, provided the following conditions are met:

- 1) The developer files the appeal within 15 days of the date on which the impact fee is imposed; and
- 2) The developer specifies in writing the basis for the appeal, including his or her independent calculation of the impact fee and all information supporting the independent calculation; and
- 3) The developer pays the impact fee to the City before filing the appeal.

b) Within 30 days of receiving the appeal request, the department of planning and development shall evaluate the appeal, recommend a resolution, and forward the appeal and recommendation to the Common Council. The Common Council shall place the matter on the agenda for its next meeting.

c) If the Common Council finds that the impact fee does not comply with this ordinance and §66.0617, Wis. Stats., it may negate or modify the impact fee.

d) Provided the developer has paid the impact fee and properly obtained all required permits and approvals, the developer may proceed with construction while the impact fee appeal is under consideration.

Sec. 74-88. *Effect of Impact Fee on Zoning and Subdivision Regulations*

This ordinance shall not affect any zoning or subdivision regulations or any other regulations of the City of Sheboygan, which shall remain in full force and effect.

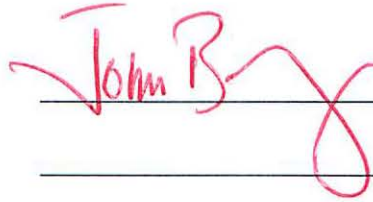
Sec. 74-89. *Impact Fee as Additional and Supplemental Requirement.*

Except as required by §66.0617(6)(d), Wis. Stats., the impact fee established by this ordinance is an addition and supplement to, not a substitute for, any other requirements imposed on the development of land or the issuance of building permits.

Sec. 74-90. *Severability.*

If any provision of this ordinance is declared illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect."

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



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. - 16 - 17. By Alderperson Belanger. January 16, 2017.

AN ORDINANCE repealing and recreating Section 74-56 of the City of Sheboygan Municipal Code, relating to alcohol possession/consumption in parks.

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

Section 1. Section 74-56 of the Sheboygan Municipal Code is hereby repealed and recreated so as to read as follows:

"Sec. 74-56. *Alcohol possession/consumption.*

- (a) The possession or consumption of fermented malt beverages or intoxicating liquors is prohibited in all city parks except the following:
 - (1) Cleveland Park, End Park, Evergreen Park, King Park, Kiwanis Park, Lakeview Park, and Veterans Park.
 - (2) Vollrath Park, except alcohol is prohibited between the hours of 12:00 p.m. to 6:00 p.m. on the day commencement exercises are held in such park each year for the area school district public high schools.
- (b) The possession or consumption of fermented malt beverages or intoxicating liquors is prohibited on all beach areas within the city.
- (c) A person(s) who rents a park shelter or a picnic area may possess and consume alcohol in and around the shelter or picnic area.
- (d) A group or organization that has a temporary Class "B" or a temporary "Class B" alcohol "picnic" license may also serve and permit the consumption of alcohol in any city park subject to subsection (f) below.
- (e) If any group or organization serves fermented malt beverages at any event pursuant to a permit issued under section 74-42, no person shall, during the course of the event, carry into the park plastic containers, glass bottles or metallic cans containing alcoholic beverages, except the sponsor of the event, who may transport kegs, barrels or cans into the park for the purpose of serving fermented malt beverages.

Pub Wks.

(f) No person shall drink or carry any open cup, can, glass, bottle or similar drinking vessel containing alcohol or fermented malt beverages in any city park between the hours of 11:00 p.m. and 4:00 a.m., except by approval of the director of engineering and public works for other organized functions."

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An Ordinance repealing and recreating Section 74-56 of the Sheboygan Municipal Code, relating to Alcohol Possession/Consumption in City Parks.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: January 11, 2017

MEETING DATE: January 24, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: Section 74-56

BACKGROUND / ANALYSIS:

Revisions of this ordinance are at the request of the Sheboygan Public Works Department, Police Department and the Maywood Trust & Association. The re-created ordinance is simplified for enforcement use, removes the use of alcohol in Workers Water Street Park and Riverside Park due to continuous alcohol related incidents in a family orientated setting and the allowance of alcohol in Maywood Park during Maywood Trust and Association sponsored events when approved by the Public Works Department.

STAFF COMMENTS:

It is the recommendation of Public Work staff with the guidance of the City Attorney's office to approve the revision of this ordinance.

ACTION REQUESTED:

Motion to recommend the Common Council refer to the Public Works Committee for approval of the ordinance.

ATTACHMENTS:

- I. Ordinance ___-16 – 17
- II. Original ordinance Section 74-56

Sec. 74-56. - Alcohol possession/consumption.

- (a) The possession or consumption of fermented malt beverages or intoxicating liquors is permitted in all city parks except the following:
- (1) Elwood H. May Environmental Park.
 - (2) Fountain Park, except between the hours of 12:00 noon and 10:00 p.m. on the day of the city's annual "German Night" celebration, between the hours of 4:00 p.m. and 10:00 p.m. during the annual Early Bird Rotary Club Lobster Boil, and whenever the city grants the use of the park or selected picnic areas to groups or organizations for the purpose of annual celebration or special events pursuant to section 74-42.
 - (3) Vollrath Park between the hours of 12:00 noon and 6:00 p.m. on the day that commencement exercises are held in such park each year for the area school district public high schools.
 - (4) Sheridan Park.
 - (5) Northeast Park.
 - (6) Optimist Park.
 - (7) Voight Park.
 - (8) Franklin Park.
 - (9) Moose Park.
 - (10) Jaycee Park between June 1 and September 8.
 - (11) Evergreen Park between October 15 and May 15, except when the city grants the use of the park or selected picnic areas to groups or organizations for the purpose of annual celebration or special events pursuant to section 74-42.
 - (12) North Point Park.
 - (13) Deland Park, except on the day of the city's Fourth of July celebration or whenever the city grants the use of the park or selected picnic areas to groups or organizations for the purpose of annual celebration or special events pursuant to section 74-42.
Possession and consumption of such beverages, when permitted, is further restricted to that portion of the park which lies south of the North Pier.
 - (14) Indian Mound Park.
 - (15) Cole Park.
 - (16) The beach area of General Charles King Park.
 - (17) The beach area of Lakeview Park.

- (18) Rotary Riverview Park, except on the day of the City's Fourth of July celebration or whenever the city grants the use of the park or selected picnic areas to groups or organizations for the purpose of annual celebration or special events pursuant to section 74-42.
- (b) The possession of fermented malt beverages or intoxicating liquors is prohibited on all beach areas within the city not affected by subsection (a) above.
- (c) If any group or organization serves fermented malt beverages at any event pursuant to a permit issued under section 74-42, no person shall, during the course of the event, carry into the park plastic containers, glass bottles or metallic cans containing alcohol beverages, except the sponsor of the event, who may transport kegs, barrels or cans into the park for the purpose of serving fermented malt beverages.
- (d) No person shall drink or carry any open cup, can, glass, bottle or similar drinking vessel containing alcohol or fermented malt beverages in any city park between the hours of 11:00 p.m. and 4:00 a.m. except by:
- (1) Permit for Kiwanis and Roosevelt fieldhouses, Quarry View Center and Deland Community Center.
 - (2) Agreement with the Sheboygan Softball Association in Wildwood Complex and the Sheboygan Athletic Club in Wildwood Baseball Diamond.
 - (3) Approval of the director of engineering and public works for other organized functions.
- (Code 1975, § 27-37; Ord. No. 101-96-97, §§ 3—5, 12-16-96; Ord. No. 137-96-97, § 1, 3-17-97; Ord. No. 27-97-98, § 1, 7-7-97; Ord. No. 86-97-98, § 1, 11-17-97; Ord. No. 82-98-99, § 1, 9-21-98; Ord. No. 111-99-00, § 1, 4-17-2000; Ord. No. 89-01-02, § 1, 3-4-02; Ord. No. 91A-06-07, § 1, 3-19-07)



Gen. Ord. No. - 16 - 17 . By Alderperson Belanger. January 16, 2017.

AN ORDINANCE repealing and recreating Section 74-41 of the City of Sheboygan Municipal Code, relating to time restrictions and hours of operation of parks.

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

Section 1. Section 74-41 of the Sheboygan Municipal Code entitled "Time restrictions, hours of operation" is hereby repealed and recreated so as to read as follows:

"Sec. 74-41. *Time Restrictions, hours of operation.*

- (a) *Generally.* City parks are open to the public year-round, except for Evergreen Park which will be closed to vehicular traffic from October 15 to May 1, but parking areas will be designated for winter use.
- (b) *Hours of operation.* All city parks shall be closed to all vehicular traffic and to all persons between the hours of 11:00 p.m. and 4:00 a.m. year-round, except as provided below:
 - (1) Evergreen Park, Jaycee Park, E.H. May Environmental Park, and Franklin Park shall be closed between the hours of 10:00 p.m. and 4:00 a.m.
 - (2) Specific hours, designed as follows:
 - a. Designated picnic areas and shelters shall be closed at 10:00 p.m. Kiwanis and Roosevelt fieldhouses, Quarry View Center, General King Park Shelter, and Deland Community Center shall be closed at 11:00 p.m. These areas and facilities may be reserved in advance by permit pursuant to public works department rules and regulations.
 - b. By agreement with an organization that contracts with the City for use of the Wildwood Complex.
 - c. Other hours upon the prior approval of the director of public works."

Pub works.

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An Ordinance repealing and recreating Section 74-41 of the Sheboygan Municipal Code, relating to Parks Time Restrictions/Hours of Operation.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: January 11, 2017

MEETING DATE: January 24, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: Section 74-41

BACKGROUND / ANALYSIS:

Revisions of this ordinance are needed to update the following: Closing of Evergreen Park for the season from November 1 to October 15th, include General King Park Shelter as a designated picnic shelter that will closes by 11:00pm, and to remove the name "Sheboygan Softball Association".

STAFF COMMENTS:

It is the recommendation of Public Work staff with the guidance of the City Attorney's office to approve the revision of this ordinance.

ACTION REQUESTED:

Motion to recommend the Common Council refer to the Public Works Committee for approval of the ordinance.

ATTACHMENTS:

- I. Ordinance ___-16 – 17
- II. Original ordinance section 74-41

Sec. 74-41. - Time restrictions, hours of operation.

- (a) *Generally.* City parks are open to the public year-round, except for Evergreen Park which will be closed to vehicular traffic from November 1 to May 1, but parking areas will be designated for winter use.
- (b) *Hours of operation.* All city parks shall be closed to all vehicular traffic and to all persons between the hours of 11:00 p.m. and 4:00 a.m. yearround, except as provided below:
 - (1) Evergreen Park, Jaycee Park, E.H. May Environmental Park, and Franklin Park shall be closed between the hours of 10:00 p.m. and 4:00 a.m.
 - (2) Specific hours, designed as follows:
 - a. Designated picnic areas and shelters shall be closed at 10:00 p.m. Kiwanis and Roosevelt fieldhouses, Quarry View Center and Deland Community Center shall be closed at 11:00 p.m. These areas and facilities may be reserved in advance by permit pursuant to public works department rules and regulations.
 - b. By agreement with Sheboygan Softball Association in Wildwood Complex, and Sheboygan Athletic Club in Wildwood Baseball Diamond.
 - c. Other hours upon the prior approval of the director of public works.

(Code 1975, § 27-24; Ord. No. 101-96-97, § 1, 12-16-96; Ord. No. 91-00-01, § 1, 3-5-01; Ord. No. 31-02-03, § 1, 9-16-02)

II

R. O. No. _____ - 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

City Clerk

MASSAGE 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 th St.
1637	Bunnow, Gina Marie	1821 N. 27 th Pl.
1476	Dowe, Jennifer C.	917 St. James Ct.
4992	Guenther, Nicole M.	1525 N. 23 rd St.
1467	Hinze, David C.	1740 S. 13 th 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 th 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 th St.
1498	Tveten, Dustin E.	1992A Martin Ave.
7824	Woolwine, Eugene A.	615 N. 5 th 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 th St.
8546	Frei, Dorris M.	1320 S. 16 th St.
4704	Jantz, Mark R.	509 N. 5 th St., #49

II

Other Matters

7.2

R. O. No. 207 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Janice M. Scheibl et al.

Finance

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
Successor by merger to WELLS FARGO
HOME MORTGAGE, INC.
f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. 17CV0017
FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH 3
ANGELA W. SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

vs.

SUMMONS

JANICE M. SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

JOHN DOE SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Sheboygan 53081

11/17/17
Pat
120 pp Chad Pelishek
828 Cent-Ave #104, Sheboygan

2017 NOV 11 P 3:50
CLERK CIRCUIT COURT
SHEBOYGAN

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant

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

Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment

- may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 10th day of January, 2017.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

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

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.
2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.
3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.
4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.
7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

**Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081**

**Sheboygan County
Foreclosure Mediation Program
*Finding Solutions***

Notice of Availability of Mediation

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

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

To Request a Mediation Conference:

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

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

A Mediation Request is not a response to the Summons.

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

What happens after you apply for Mediation?

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

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

**Sheboygan County
Foreclosure Mediation Program
Request for Mediation**
Finding Solutions

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

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

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20__ CV _____

Name of Homeowner(s): _____

Property Address: _____
(street, city or town, zip code)

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

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? ___ Yes ___ No
2. Does the property consist of four or fewer dwelling units? ___ Yes ___ No

3. Have you started a Bankruptcy action that is still ongoing? Yes No

4. Have you met with a housing counselor? Yes No

If yes, with whom have you met? _____

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

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

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

Injury or illness Adjustable interest Rate / Balloon

Loss of Employment Expenses exceed income

Other: _____

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

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

What language? _____

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

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

Property Owner's Signature

Date

WELLS FARGO BANK, N.A.,
Successor by merger to WELLS FARGO
HOME MORTGAGE, INC.
f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. **17CV0017**
FORECLOSURE CASE CODE - 30404

Plaintiff,

vs.

COMPLAINT

CLERK CIRCUIT COURT
FILED
2017 JAN 11 PM 3:50
SHEBOYGAN COUNTY
WISCONSIN

JANICE M. SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

JOHN DOE SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Sheboygan 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").
2. Defendant, JANICE M. SCHEIBL, is a competent adult who resides at 1425 North 8th Street, Sheboygan, Wisconsin 53081 (hereinafter Borrower).
3. Defendant, JOHN DOE SCHEIBL, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at 1425 North 8th Street, Sheboygan, Wisconsin 53081.

4. Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, with its agent for service of process located at 828 Center Avenue, Suite 104, Sheboygan, Sheboygan 53081.

5. Borrower(s) executed and delivered a Note and Purchase Money Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Purchase Money Mortgage was recorded in the Office of the Register of Deeds for this County on 05/04/1995 in Volume Number 1388, on Page Numbers 532-539, as Document No. 1425464. Plaintiff is the holder of the Note and Purchase Money Mortgage.

6. The foregoing Note and Mortgage were modified by a Loan Modification Agreement by and between Plaintiff and Borrower(s), on 02/07/2013, amending the Mortgage dated 04/28/1995 and recorded in the Office of the Register of Deeds for this County on 05/04/1995 in Volume Number 1388, on Page Numbers 532-539, as Document No. 1425464 which, among other things, capitalized unpaid interest into the loan, decreased the interest rate to 2.875% and increased the unpaid principal balance to \$16,304.18. A copy of this Agreement is attached hereto as an Exhibit.

7. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

8. The unpaid balance due under the Note and Purchase Money Mortgage is immediately due and payable.

9. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Purchase Money Mortgage.

10. As of 01/27/2017, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$12,165.58
Accrued Interest	199.81
Escrow Advance	286.80
Late Charges	19.77
TOTAL	\$12,671.96

***Interest continues to accrue at the rate of 2.875% per year or \$.96 per diem after 01/27/2017. Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Purchase Money Mortgage described herein and any judgment entered in this case.**

11. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at 1425 North 8th Street, Sheboygan, Wisconsin 53081. The Property cannot be sold in parcels without injury to the interests of the parties.

12. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's Purchase Money Mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- (a) Defendant John Doe Scheibl, possible unknown spouse, by virtue of being the present spouse of Borrower Janice M. Scheibl, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.**
- (b) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Janice M. Scheibl, to City of Sheboygan, Department of City Development for \$8,944.20 dated September 11, 2015 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on September 25, 2015 as Document No. 2009943.**

13. Pursuant to Section 846.101 Wis. Stats, and the provisions contained in the Mortgage, Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property. Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of six (6) months from entry date of judgment.

14. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.

2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 10th day of January, 2017.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine/L. Colette - 1063934
jcolette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND THREE-QUARTERS** percentage point(s) (**2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.500** % or less than **7.500** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **two** percentage points (**2.000** %) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **15.500** %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates on my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the First Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest as permitted by state law. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

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

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

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

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

Janice M. Scheibl

JANICE M. SCHEIBL (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

WITHOUT RECOURSE
PAY TO THE ORDER OF
Northwest Bank Wisconsin, N.A.
NORWEST MORTGAGE, INC.
BY *[Signature]*

Vice President

WITHOUT RECOURSE
PAY TO THE ORDER OF


WELLS FARGO BANK, N.A.

BY 
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT
0022

WITHOUT RECOURSE
PAY TO THE ORDER OF

Norwest Bank, Wisconsin, N.A.

NORWEST MORTGAGE, INC.

By 
Diana H. Stelzoff
Assistant Secretary

1425464

WICM-3050-C-1

VOL 1388 PAGE 532

39
MAY -4
AM:33

RECORDED
SHEBOYGAN COUNTY, WI
Darius J. Haisel Registrar
In Vol. 1388
Rec'd on page 532 of

001EH0019 0006 JR \$18.1
001EH0019 0006 LRTB \$2.1
001EH0019 0006 CD LRH \$4.1

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 28, 1995
JANICE M. SCHEIBL, A SINGLE PERSON

The mortgagor is

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA
address is , P.O. BOX 5137, DES MOINES, IA 503065137

, and whose

("Lender"). Borrower owes Lender the principal sum of

TWENTY SIX THOUSAND ONE HUNDRED AND 00/100

Dollars (U.S. \$*****26,100.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

THE SOUTH TWENTY-FIVE (25) FEET OF THE NORTH EIGHT-FIVE (85) FEET
OF THE WEST ONE HUNDRED (100) FEET OF LOTS FIVE (5) AND SIX (6),
BLOCK TWENTY-NINE (29), OF THE ORIGINAL PLAT OF THE CITY OF
SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.
TAX KEY #100110

*SEE ADJUSTABLE RATE RIDER
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE INC., P.O.
BOX 5137, DES MOINES, IA 503065137

which has the address of 1425 NORTH 8TH STREET SHEBOYGAN
Wisconsin 53081 ("Property Address");
[Zip Code]

[Street, City].

WISCONSIN-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3050 9/90
Amended 6/91
VMP MORTGAGE FORMS - (3131293-9100 - (800)921-7281



5

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider Biweekly
- Payment Rider Second
- Home Rider

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

Witnesses:

Janice M. Scheibl (Seal)
JANICE M. SCHEIBL -Borrower

____ (Seal)
____ -Borrower

____ (Seal) -Borrower
____ (Seal) -Borrower

STATE OF WISCONSIN, SHEBOYGAN

County ss:

The foregoing instrument was acknowledged before me this APRIL 28, 1995

(date)

by Janice M. Scheibl

My Commission Expires: 1-17-99

(person acknowledging)

Notary Public, State of Wisconsin

This instrument was prepared by

NORWEST MORTGAGE, INC. 118 S. STATE STREET, APPLETON, WI 549120000

(Seal)

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28TH day of APRIL, 19 95, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NORWEST MORTGAGE, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1425 NORTH 8TH STREET, SHEBOYGAN, WI 53081

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of MAY, 2000, and on that day every 12 MONTHS thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 7.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

Lender shall also not exercise this option if; (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; or (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

Janice M. Scheibl _____ (Seal)
JANICE M. SCHEIBL -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Loan Modification Agreement

LOAN NUMBER: [REDACTED]

PROPERTY ADDRESS: 1425 N 8TH ST, SHEBOYGAN, WI 53081

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on February 7, 2013 (the "Modification Effective Date"), by and between JANICE M SCHEIBL (the "Borrower(s)") and Wells Fargo Home Mortgage (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated April 28, 1995.)

1. **BALANCE.** As of February 7, 2013, the amount payable under the Note and Security Instrument is U.S. \$16,109.97 (the "Unpaid Principal Balance").

2. **EXTENSION.** This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

A. The current contractual due date has been extended from September 1, 2012 to March 1, 2013. The first modified contractual due date is March 1, 2013.

B. The maturity date has been extended from May 1, 2025 to May 1, 2025.

C. The amount of interest to be included (capitalized) will be U.S. \$0.00.
The amount of the Escrow Advance to be capitalized will be U.S. \$194.31.
The amount of Recoverable Expenses* to be capitalized will be U.S. \$0.00.
The modified Unpaid Principal Balance is U.S. \$16,304.18 (the "New Principal Balance").

* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.

D. Interest at the rate of 2.875% will begin to accrue on the New Principal Balance as of February 1, 2013. The first new monthly principal and interest payment of \$131.72 on the New Principal Balance will be due on March 1, 2013. Interest due on each monthly payment will be calculated by multiplying the New Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12).

3. **NOTE AND SECURITY INSTRUMENT.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note



and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement Statement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.

9. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Home Mortgage. That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan. That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

10. If applicable, the note may contain provisions allowing for changes in the interest rate and the monthly payment. The note limits the amount the borrower's interest rate can change at any one time and the maximum rate the borrowers must pay.

11. **CONSENT TO DISCLOSE PERSONAL INFORMATION**

I consent to the disclosure of my personal information, including the terms of this modification, to any investor, owner, servicer, insurer or guarantor who owns, services, insures or guarantees my first lien account for purposes related to the second mortgage Consumer Relief Program. I also consent to the disclosure of my personal information to any entity that performs support services for the second mortgage Consumer Relief Program, including marketing, survey, research or other borrower outreach, data processing and technical systems consulting.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Modification Effective Date.

By signing this Agreement I hereby consent to being contacted concerning his loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo Home Mortgage, however any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as February 13, 2013

Janice M. Scheibl
JANICE M SCHEIBL

-Borrower

-Borrower

-Borrower

-Borrower

Wells Fargo Bank, N.A.

By: Hannah Specktor 3/5/13

Its: **Hannah Specktor**
~~Vice President Loan Documentation~~



Correction Agreement

The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Home Mortgage, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification.

JS _____ (Borrower(s) initial(s))

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo Home Mortgage, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of: February 13, 2013

Janice M. Scheibl
JANICE M SCHEIBL -Borrower

-Borrower

-Borrower

-Borrower

Wells Fargo Bank, N.A.

By: Hannah Spektor 3/5/13

Its: Hannah Spektor
Vice President Loan Documentation





Affidavit of Eligibility

Mortgage Loan No.: 3084914

JANICE M SCHEIBL, hereby certifies and states:

That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Home Mortgage.

That (he/she/they) (have/has) experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification through the Loan Modification Program.

Dated as of: February 13, 2013

Janice M. Scheibl
JANICE M SCHEIBL

Borrower

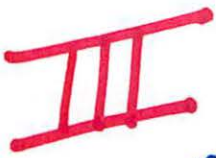
Borrower

Borrower

Borrower

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Other Matters

7.3

Res. No. 176 - 16 - 17 . By Alderperson Wolf. January 19, 2017.

A RESOLUTION authorizing entering into an agreement with Ruekert Mielke for planning and preliminary engineering services related to the expansion of the Sheboygan Business Center.

WHEREAS: City staff met with three consultants to review the proposed scope of work as it relates to completing a market analysis, planning and preliminary engineering services related to the expansion of the Sheboygan Business Center;

WHEREAS: The three consultants chosen include consultants that have experience with this type of work as relates to marketability and preliminary engineering services and include RA Smith National, Ruekert Mielke and GRAEF;

WHEREAS: Based on understanding of the project and past projects, City staff recommends Ruekert Mielke for \$34,007 for completion of the market analysis, engineering and planning services.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Ruekert Mielke for \$34,007 and draw orders on Account Number 407661100-521900 in payment of same.

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

Other Matters

7.4

Res. No. 177- 16 - 17. By Alderperson Belanger. January 19, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) Zero turn commercial grade lawn mowers for the Motor Vehicle Dept.

WHEREAS: The Motor Vehicle Dept. included the replacement of (2) Commercial Grade zero turn lawn mowers in its 2017 Budget in order to replace older equipment that has reached its expected useful life and;

WHEREAS: Bids were received for the two mowers with the low bid submitted by Weyers Equipment of Kaukauna meeting all specifications and;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Weyers Equipment in the amount of \$23,836.00 for the purchase and delivery of two zero turn mowers as specified.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account #70136100-641200 in payment of same.

Pub 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

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III

Other Matters

7.5

Res. No. 178 - 16 - 17. By Alderperson Wolf. January 19, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish estimated revenue and appropriation for contracted services for planning and preliminary engineering services related to the expansion of the Sheboygan Business Center:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Industrial Park Fund Unreserved Fund Balance 407-253000	Industrial Park Fund Contracted Services 40761100-521900	\$37,500

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

Other Matters

7.6

Res. No. 179 - 16 - 17. By Alderperson Donohue. January 19, 2017.

A RESOLUTION approving a Human Resources Department Cell Phone Usage and Bring Your Own Device Policy.

RESOLVED: That the Common Council hereby approves Policy Number HR 160, a copy of which is attached hereto.

Sal & Grace

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



Title: Cell Phone Usage / Bring Your Own Device Policy		Policy Number: HR 160	
Author: Human Resources		Created: 01/16/2017 Revision: New	
Scope: Non-Rep City Employees	Print Date: 1/18/17 12:05 PM	Page 1 of 4	

1.0 Purpose

The purpose of this policy is to provide a set of guidelines governing the use of cellular telephones / Smartphones for both City business and personal use. Additionally, the policy details reimbursement by the City for business use of an employee's personal device.

2.0 Scope

This policy applies to all non-represented employees.

3.0 Policy Overview

3.1 Eligibility and Approval

- A. The City recognizes the advantages of using cellular phones and Smartphones to conduct City business. In determining which employees will be approved to carry one of these devices, the following criteria will be considered:
 - 1. Employee's position
 - 2. Whether the employee is out in the field as part of their regular duties
 - 3. Whether the employee regularly works in an "on call" capacity
 - 4. Whether the employee has a responsibility for key City operations and is required to respond to emergency incidents
 - 5. Whether the employee is away from their desk or office (while working) for considerable periods of time, and the resulting lack of communication impacts their ability to perform their work
 - 6. Whether the employee needs mobile communication for personal safety
- B. If the device requested is a Smartphone, such as an iPhone or Android (i.e., a cellular device that is capable of both sending and receiving phone calls as well as data such as e-mail), it may be necessary for the employee to respond to e-mail conversations in real time as essential to efficiently perform their duties OR there is a need for the employee to have access to e-mail in order to be notified of emergencies outside of work hours
- C. If a Supervisor wishes to request approval for one of these devices for an employee, the request and justification should be made by the Department Head and to Human Resources and Information Technology in writing.
- D. For a City device to have texting enabled, the Department Head needs to provide a business justification for this feature to be added to the plan.
- E. On a monthly basis, the Purchasing and/or Finance Department shall review each department's City-provided cell phone usage to confirm appropriate use. The Information Technology Department and/or appropriate Department Head will also periodically review usage to verify compliance. Any anomalies or concerns shall be reported to the Director of Human Resources and Labor Relations, and/or the City Administrator.
- F. On an annual basis, Department Heads must conduct a review of the individual cell phone and Smartphone assignments to determine if there is a continuing need, and if the cost is justified.

3.2 Use of City Provided Cell Phones

- A. City owned cell phones and Smartphones are intended for City business only. Personal use of City owned phones is restricted to essential personal calls. Essential personal calls are defined as calls of a minimal duration and frequency that are critical in nature, and are not practical to be made from another phone or at another time. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, to arrange for transportation or service in the event of car trouble, etc.
- B. Personal use of a City cell phone or Smartphone is not intended to be a fringe benefit. Employees have no expectation of privacy or confidentiality in electronic communication sent, received, or accessed on City issued



Title: Cell Phone Usage / Bring Your Own Device Policy		Policy Number: HR 160	
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cell phones or Smartphones. As such, the City has the right to monitor, review, audit and otherwise access the content of all electronic communication sent, received, or accessed on City issued cell phones or Smartphones with or without prior notice to the employee for both non-investigative work related reasons, and for investigation of employee misconduct. Employees are responsible for keeping track of and identifying their personal calls. No more than 30 minutes of essential personal calls should be made and/or received per month ("de minimis use"). Employees making or receiving excessive personal calls on a City cell phone are expected to reimburse the City for any costs or charges relating to personal use of their cell phones. In the event that the department head's review of usage indicates that an employee may have exceeded the de minimis use standard, the employee must document the business purpose of each call that is not a call to a City telephone or cell phone number. The documentation for these calls must include who was called and for what business purpose. Any call that cannot be documented for a business purpose will be treated as a personal (unauthorized) call and must be reimbursed to the City at the per minute rate established under the current City cell phone service contract.

- C. For City phones where texting is enabled for business use, only essential texts, based on the same criteria above, are allowed. No more than 6 non-business texts should be sent per month. The reimbursement policy for telephone calls also applies to personal texts.
- D. Employees are expected to use a City cell or Smartphone responsibly and in accordance with this policy, the Safe Cell Phone Use policy (Pol. 2010-01) and any applicable work rules. Use of a City cell phone in violation of the City's policies and work rules, including, but not limited to excessive personal use beyond the de minimis use standard, may result in revocation of the cell phone or smartphone assignment and disciplinary action against the employee, up to and including termination.

3.3 Employee Separation from Employment

- A. Employees shall return City cell phone or Smartphone at the time of separation. The City will discontinue the service. Failure of the employee to return the City cell phone or Smartphone at the time of separation will result in the City taking steps download files from the device and wipe the device clean to avoid breaches of confidentiality

3.4 Bring Your Own Device Provision (BYOD)


- A. The City understands the inconvenience of carrying two phones – one for personal use, and one for business use, and therefore offers a Bring Your Own Device (BYOD) provision. This provision is only available for employees approved to carry a City cell phone or Smartphone for City business as qualified under the eligibility and approval process detailed previously in this policy and is subject to Department Head and Human Resources recommendation and City Administrator Approval.

If an employee wishes to purchase and maintain their own device for personal use, and further wishes to use this device for business, they may opt to take this plan and receive reimbursement from the City for business use of the device. The City's Information Technology Department shall be consulted before approval of any device under this policy to confirm the device meets the data access and security requirements. The City assumes no responsibility for repairs, replacements, troubleshooting or the carrier's reception quality. The City of Sheboygan Information Technology Department will not provide maintenance under this policy.

The City reimbursement schedule is the following*:

1. \$40 High usage
2. \$20 Moderate usage
3. \$5 Minimal usage

*Based on Department Head discretion, review and/or budget, certain employees will be authorized to either carry a city-provided cell phone or may be eligible for a monthly reimbursement towards expenses of a personal cell phone.

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*Reimbursement depends on the position and/or need with the range from a minimum of \$5 per month to a maximum of \$40 per month (additional amounts can be granted for the Mayor and/or City Administrator based on need.)

High User- defined as an employee who must be reachable immediately, contacted outside of normal business hours, and travels frequently for position. The reimbursement amount for a frequent user shall be \$40/month.

Moderate/Occasional User- defined as an employee who is contacted intermittently and occasionally outside of work. The reimbursement for an occasional user shall be \$20/month.

Minimal User – defined as an employee who is contacted infrequently outside of work, possibly for a short, intermittent timeframe, either seasonally or regularly.

To be eligible for the BYOD provision, by accepting the BYOD reimbursement, the employee agrees to password protect their cell phone and provide the Information Technology Department the ability to wipe City e-mails and documents in the event that the device is lost or stolen or the employee leaves City employment. In addition, by accepting of the BYOD reimbursement, the employee consents to the retrieve files and documents from the BYOD device in order to recover City records and documents. In the event that the City is unable to retrieve City documents when reasonably required, the employee consents to wiping the BYOD device, which could result in the loss of personal data.

Due to specific evidence collection issues, the BYOD option is available for police department employees subject to the Police Chief's prior approval.

B. Conditions for Monthly Reimbursement

Receiving a monthly reimbursement means the employee's personal cell phone number will become available to city employees and / or members of the public in certain circumstances.

The City is required to comply with the Wisconsin Public Records Law, including electronic media. All messages / data that are transferred from a City server to a personal telephone device will be subject to the public record law obligations of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and / or received and phone logs pertaining to City business will be retrieved from the employee's personal service provider if required for compliance with the public records law.

Employees who wish to use their personal device for City business must agree to cooperate with and assist the City in obtaining records from the employee's service provider if required for purposes of public records, an investigation or as a result of litigation. For purposes of open records requests, purely personal calls, emails and texts evince no violation of law or policy will be redacted and not released under open records law. Employees have no expectation of privacy or confidentiality in electronic communication related to official City business sent, received, or accessed on BYOD devices for which a reimbursement is paid under this policy. Furthermore, by accepting a BYOD reimbursement, the employee consents to a review of their BYOD device in relation to City business or employee discipline. Failure to cooperate with a reasonable City request to review the BYOD device could result in discipline action, including revocation of BYOD privileges, and discipline, up to an including termination of employment.

Also, an employee shall be ineligible for the BYOD reimbursement in the event that conversion to a BYOD device will cause the City to be charged a cancellation fee by the City's cell phone provider. Employees are expected to use a BYOD cell phone or Smartphone responsibly and in accordance with this policy and any applicable work rules. Use of a BYOD cell phone in violation of the City's policies and work rules may result in revocation of the BYOD reimbursement and access to City data via their BYOD device, and disciplinary action against the employee, up to and including termination.



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- C. Employees are strongly discouraged from using handheld wireless telephones or data devices while driving or operating motorized equipment except in emergency situations. Instead, employees are encouraged to use hands-free accessories or pull over to the side of the road and/or shut down machinery until the call is complete.
- D. Any equipment issued by the City of Sheboygan is City property. Loss, theft or damage to a City issued cell phone/device shall be reported immediately to the employee's direct supervisor. Loss or theft of a cell phone/device under the BYOD policy shall also be reported immediately to the employee's direct supervisor. If the employee is found to be at fault for the loss of the City issued cell phone due to gross negligence, this may result in disciplinary action. Each Department shall immediately contact the Information Technology Department upon receiving information of a loss, theft or damage to a City issued cell phone/device or BYOD device. The Information Technology Department is authorized to clear all confidential City information from the phone remotely. This includes City issued phones and phones under the BYOD policy. This may result in personal information being erased from the device as well.
- E. The City prohibits excessive personal calls, texts or other messaging during the workday regardless of the device those phone calls take place on. This interferes with employee productivity. Excessive personal communications may result in disciplinary action.
- F. Employees who are not required by their job duties to use telecommunication equipment for City business but are granted access to the City's information on their personal device out of convenience must adhere to this policy. Employees who access the City's wifi are not to utilize video or audio streaming programs for personal use. In addition, only standard business use is to be utilized on personal or city provided devices.
- G. Employees are prohibited from sending, receiving, or accessing electronic communication that is insulting, profane, vulgar, lewd, indecent, sexually explicit, illegal, profit-making, political, unprofessional, or in violation of the City's policies while using a personal or City owned device during work hours. This does not apply to an employee's personal device during non-working hours.

3.5 Cell Phone Use Expectations

- A. Employees approved to carry a cell phone or Smartphone for City business, or receive a BYOD reimbursement are expected to make a reasonable effort to respond in a timely manner to City business. This includes the response to urgent matters outside of normal business hours. Consistent failure to respond in a timely manner to business calls or emails may result in revocation of cell phone use privileges under this policy and further discipline.
- B. Electronic communication made on City issued cell phones or Smartphones or made on BYOD phone/Smartphones involving government policy or business is subject to state record retention requirements and may be subject to the Wisconsin Public Records Law. The content of employee electronic communication may be subject to disclosure in litigation, audits, and other purposes. Users are authorized limited incidental use of the City's issued cell phones for personal purposes, but employees have no expectation of privacy or confidentiality in such use. Personal devices of employees receiving the reimbursement under the BYOD policy are subject to the same legal requirement under the Wisconsin Public Records Law in communications related to City business. Communications of purely personal nature are exempt. By accepting reimbursement for their device, employees are authorizing the Information Technology Department to have access to their device.