

*****ATTACHMENTS*****

II

R. O. No. - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting various license applications ALREADY ISSUED.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3219	Ricardo Correa Scholarship Foundation	1407 E Manitoba St., Milwaukee - one-day event to be held 9/4/16 at 1029 N. 8 th St.

Consent

II

2.3

UPDATED COPY

R. O. No. - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting various license applications.

City Clerk

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3212	Taste of Sheboygan	Fountain Park - one-day event to be held 9/8/16 at Fountain Park for Taste of Sheboygan.
1377	St. Dominic's Church	2133 N. 22 nd St. - one-day event to be Held 9/18/16 in Activity Center & Surrounding grounds.
3082	Ranieri's Pool Team	811 Indiana Ave. - one-day event to be held 9/18/16 to include the East and West Parking lots.

Consent

III

Res. No. - 16 - 17 . By Alderpersons Thiel and Lewandoske.
September 6, 2016.

A RESOLUTION directing a public hearing to be held in connection with amending the City's Official Zoning Ordinance to change the Use District Classification of property located at 1123 N. 29th St. from Class SO Suburban Office to Class MR Mixed Residential Classification.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 3, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment is to change the Use District Classification of property located at 1123 N. 29th St. from Class SO Suburban Office to Class MR Mixed Residential Classification:

Section 21, T.15N., R.23E. being all of Lot 20 Blk. 4 of Smith Gardens Subd., located in the NW ¼ of the SE 14 ¼ of the NE ¼ of Section 21, T.15N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 8,383 sq. ft.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. September 6, 2016.

A RESOLUTION authorizing the appropriate City officials to execute a WI-CORS-NET Cooperative Agreement between the State of Wisconsin Department of Transportation and the City of Sheboygan.

WHEREAS, the City and the Wisconsin DOT have previously entered into an agreement related to an installation at the Municipal Service Building as part of the Wisconsin Continuously Operating Reference Stations Network (WI-CORS-NET); and

WHEREAS, the Wisconsin DOT has requested some changes to the agreement related to future termination and free access to data.

NOW, THEREFORE, BE IT RESOLVED: That the City Engineer is hereby authorized to execute a WI-CORS-NET Cooperative Agreement in form substantially similar to the attached.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF SHEBOYGAN (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and THE CITY OF SHEBOYGAN, acting by and through the City Engineer of the City of Sheboygan (hereinafter referred to as the PARTNER); 2026 New Jersey Ave.; Sheboygan, WI 53081-4414.

1 Purpose

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a WISconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

- 2.1 The PARTNER agrees to:
 - 2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); suitable and secure high speed internet (i.e. DSL, cable, etc.) connection to continuously send GPS data to the DEPARTMENT'S computer

sever; a secure facility to house the GPS receiver and related accessories; and the facility and/or land to place the monument.

2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)

2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.

2.2 DEPARTMENT agrees to:

2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.

2.2.2 Construct the CORS monument, including payment for all materials.

2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.

2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.

2.2.5 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.

2.2.6 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.

2.2.7 Provide five licenses (access codes) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.

2.2.8 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.

2.2.9 Retain ownership of monument, GPS hardware and software, and all necessary cabling provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.

3 Reports and Inspections

3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
- 4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.
- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin Department of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

- 6.1 Notice under this Agreement shall be directed as follows:

City of Sheboygan
Engineering Division
2026 New Jersey Ave.
Sheboygan, WI 53081-4414
ATTN: Ryan J. Sazama, P. E., AIA
Telephone: 920-459-3485
E-Mail: Ryan.Sazama@sheboyganwi.gov

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: _____ **Date:** _____
Ryan J. Sazama, P. E., AIA, City Engineer, City of Sheboygan

DEPARTMENT: _____ **Date:** _____
Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT

VI

R. C. No. - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred R. O. No. 54-16-17 by the City Clerk submitting a claim from Ronald Dewey for alleged damages to his vehicle when he hit a pot hole at the corner of Michigan Ave. and Broughton Dr.; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.2

R. O. No. 54 - 16 - 17. By CITY CLERK. June 20, 2016.

Submitting a claim from Ronald Dewey for alleged damages to his vehicle when he hit a pot hole at the corner of Michigan Ave. and Broughton Dr.

~~Invoice~~
Deny

City Clerk

DATE RECEIVED _____

RECEIVED BY NMD

CLAIM NO. 04-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 10 '16 AM 10:55

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: Ronald Dewey
2. Home address of Claimant: 2000 Johnston Dr lot 237 Manitowishoc. Wis 54220
3. Home phone number: 920-242-3314
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 4-12-16 10:30am

6. Where did damage or injury occur? (give full description) by the corner of Michigan & Broughton down by the beach

7. How did damage or injury occur? (give full description) hit a very big/deep pot hole in the road causing the cracks to break and me swerving and hitting the curb.

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

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

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

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

(a) Public property alleged to be dangerous: Road

(b) Claimant's statement of basis for such liability: Pot holes are bad in the area and the quick fixes keep breaking out and pot holes keep getting bigger

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

scraped engine cradle, control arm bushing, front bumper.

11. Name and address of any other person injured: _____

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

Auto:	\$	<u>1,589.60</u>
Property:	\$	_____
Personal injury:	\$	_____
Other: (Specify below	\$	_____
TOTAL		\$ <u>1,589.60</u>

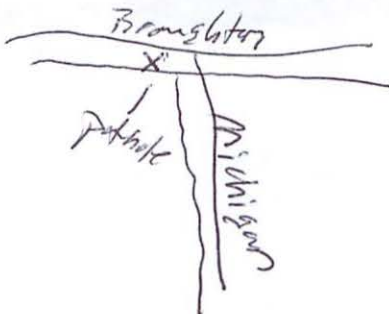
Damaged vehicle (if applicable)

Make: ~~Geo~~ Chevy Model: Cavalier Year: 1998 Mileage: 182,905

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT *Amal Dey* DATE 6-1-14
 BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY MMP

CLAIM NO. 04-16

CLAIM

JUN 10 '16 AM 10:55

Claimant's Name: Ronald Dewey

Auto \$ 1589.60

Claimant's Address: 2000 Johnson Dr lot 237
Manitowac, WI 54220

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. 920-242-3314

Other (Specify below) \$ _____

TOTAL \$ 1589.60

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 \$ 1589.60.

SIGNED Ronald Dewey

DATE: 6-1-16

ADDRESS: 2000 Johnson Dr lot 237 Manitowac WI 54220

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

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



4000 Grand Avenue
 P.O. Box 1265
 Manitowoc, WI 54221
 (920) 684-0224 - Sales
 (920) 684-0222 - Service
 (920) 686-5905 - Parts
 (920) 686-5904 - Body Shop

SERVICE DEPARTMENT HOURS
 7:00 a.m. to 5:30 p.m.
 Monday - Friday
 8:00 a.m. to 1:00 p.m. Saturday

R/O Open Date	R/O Number
4/15/16	6084960/1
R/O Close Date	Status
4/21/16	Pre-Invoice
Mileage In	Mileage Out
182905	182905
Service Advisor / Tag #	
Thomas Blaul	

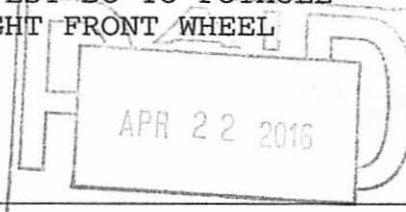
DEWEY, RONALD 2000 JOHNSTON DR LOT 237 MANITOWOC, WI 54220			Work Phone	Vehicle Identification Number	
			Home Phone	1G1JC124XW7250243	
			920-242-3314	Delivery Date	In-Service Date
Year	Make	Model	Body	Color	License Number
1998	CHEVROLET	CAVALIER	2DR CPE RS		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: PROGRESSIVE INSPECTOR TO INSPECT THE CRADLE Work performed by Rick Hoida (62) Installed 47703540 :CRADLE 1@187.50 AUTO PARTS AND RECYCLING: FREDONIA, WI Installed TIE :WIRE TIE 2@.25 REPLACED THE CRADLE PER PROGRESSIVE EST Sub Total: 384.00	196.00 187.50 .50

#2 * Customer Reports: FOUND THE FRONT CONTROL ARM REAR BUSHINGS SEPERATED Work performed by Rick Hoida (62) Installed FB782 :BUSHING 2@18.48 AZ REPLACED THE FRONT CONTROL ARM REAR BUSHINGS Sub Total: 146.96	110.00 36.96
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#3 * D10650: ALIGN FRONT SUSPENSION AFTER INSPECTION ADDED OPERATION Work performed by Rick Hoida (62) Sub Total: 69.95	69.95
---	-------

Please Note: REPLACED CRADLE PER PROGRESSIVE EST DO TO POTHOLE
 NOTED AT TIME OF WRITE UP THE RIGHT FRONT WHEEL
 IS MISSING A LUG STUD



*Progressive
 3:18 2016
 done with
 invoice
 Paid Rec by
 customer*

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. *I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.*	LABOR	375.95
	PARTS	224.96
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	18.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	30.95
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	649.86

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



X

PIETROSKE, INC.
4000 GRAND AVE. / P.O. BOX 1265
MANITOWOC, WI 54221-1265
(920) 686-5904 FAX: (920) 686-5918
FED ID# 39-1308761

*** PRELIMINARY ESTIMATE ***

*Damage done from patch - mechanical repairs done.
waiting on customer to set up time*

04/22/2016 10:14 AM

Owner

Owner: RONALD DEWEY
Address: 2000 JOHNSTON DRIVE, LOT 237
City State Zip: Manitowoc, WI 54220

Work/Day: (920)242-3314
FAX:

Inspection

Inspection Date: 04/22/2016 10:16 AM
Primary Impact: Non-Collision

Inspection Type:
Secondary Impact:

Appraiser Name: Steve Volz
Address:
Email: steve.volz@pietroske.com

Appraiser License # :
Work/Day: (920)686-5946
FAX: (920)686-5918

Repairer

Repairer: PIETROSKE COLLISION CENTER
Address: 4000 GRAND AVE.
P.O. BOX 1265
City State Zip: MANITOWOC, WI 54221-1265

Contact:
Work/Day: (920)686-5904
Work/Day: (920)686-5946
FAX: (920)686-5918

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

1998 Chevrolet Cavalier RS 2 DR Coupe
4cyl Gasoline 2.2
4 Speed Automatic

Lic Expire:
Prod Date: 02/1998
Veh Insp# :
Condition:
Ext. Color:
Ext. Refinish: Two-Stage
Ext. Paint Code:

VIN: 1G1JC124XW7250243
Mileage: 182,000
Mileage Type: Actual
Code: U2342B
Int. Color: Graphite Cloth
Int. Refinish: Two-Stage
Int. Trim Code: 12E

Options - AudaVIN Information Received

AM/FM Stereo Tape
Anti-Lock Brakes
Cruise Control
Keyless Entry System
Power Mirrors

Air Conditioning
Automatic Trans
Dual Airbags
Power Brakes
Power Steering

Aluminum/Alloy Wheels
Center Console
Intermittent Wipers
Power Door Locks
Power Windows

Rear Spoiler
Tachometer
Traction Control System

Rear Window Defroster
Tilt Steering Wheel
Velour/Cloth Seats

Rem Trunk-L/Gate Release
Tinted Glass

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	N	23		Frt Bumper Cvr Overhau	Additional Labor				1.7	SM
2	I	6		Cover,Front Bumper	Repair				4.0*	SM
3	L	6	13	Cover,Front Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	E	71		Defl,Radiator Lwr Air	22699077 GM Part	\$77.80			0.2	SM
5	E	111	02	Shield,Front Splash LT	22640831 GM Part	\$64.97			0.3	SM
6	E	112		Shield,Front Splash RT	22640830 GM Part	\$59.02			0.1	SM
6		Items								

MC Message

02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$201.79
Paint & Materials	3.7 Hours @ \$36.00	\$133.20
Parts & Material Total		\$334.99
Tax on Parts & Material	@ 5.000%	\$16.75

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	0.6	5.7	6.3	\$352.80
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$62.00				
Refinish (RF)	\$56.00	3.7		3.7	\$207.20

Labor Total		10.0 Hours	
Tax on Labor	@ 5.000%		\$28.00
Gross Total			\$560.00
Net Total			\$939.74

\$560.00
\$939.74
\$939.74

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 54220 Default
OEM Part Prices DT 04/22/2016 10:32 AM EstimateID 152799383732150272 QuoteID ****
Rate Name Default

Audatex Estimating 7.0.813 ES 04/22/2016 10:34 AM REL 7.0.813 DT 04/01/2016 DB 04/15/2016
Copyright (C) 2016 Audatex North America, Inc.

1.1 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 CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMING WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FOR INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

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 = 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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Audatex Estimating is a trademark of Audatex North America, Inc.

VI

R. C. No. - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred R. O. No. 67-16-17 by the City Clerk submitting a claim from Michaela Steinhardt for alleged damages to her car when a city tree branch fell after a storm onto the car; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.2

R. O. No. 67 - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting a claim from Michaela Steinhardt for alleged damages to her car when a city tree branch fell after a storm onto the car.

~~Finance~~
Denny

City Clerk

DATE RECEIVED _____

RECEIVED BY MMO

CLAIM NO. 06-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 29 '16 PM 1:53

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: Michaela Steinhardt
2. Home address of Claimant: 1311 Maryland Avenue
3. Home phone number: (920) 458-6636
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 3/23/16 11:05 a.m.

6. Where did damage or injury occur? (give full description) Front of car next to hood on driver's side

7. How did damage or injury occur? (give full description) A city tree branch fell after a storm onto car

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

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

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

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

(a) Public property alleged to be dangerous: n/a

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

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

A 2 inch hole with 3 cracks, one causing the side panel of car on drivers side to become loose.

11. Name and address of any other person injured: _____

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

Auto: \$ 1,843.49

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1,843.49

Damaged vehicle (if applicable)

Make: Saturn Model: Ion Level 3 Year: 2003 Mileage: 121394

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT Michaela Steinhovelt DATE 6/24/16
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY MMJ

CLAIM NO. 06-16

JUN 29 '16 PM 1:53

CLAIM

Claimant's Name: Michaela Steinhardt

Auto \$ 1,843.49

Claimant's Address: 1311 Maryland Avenue
Sheboygan WI

Property \$ _____

Claimant's Phone No. (920)458-6636

Personal Injury \$ _____

Other (Specify below) \$ _____

TOTAL \$ 1,843.49

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 \$ 1,843.49.

See attached reports, and estimate.

SIGNED Michaela Steinhardt DATE: 6/24/16

ADDRESS: 1311 Maryland Avenue Sheboygan WI

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100

SRJJ - HEAVY TRUCK AND AUTO BODY
N7459 HWY 42
SHEBOYGAN, WI 53083
PH 920-565-3325 FX 920-565-3827
FED TAX ID 52-2389786

*** PRELIMINARY ESTIMATE ***

06/11/2016 11:30 AM

Owner

Owner: Steve & Gina Steinhardt
Address: 1311 Maryland Ave
City State Zip: Sheboygan, WI 53081
Email: steinhardtgina@gmail.com

Home/Day: (920)458-6636
Cell: (920)627-9155
FAX:

Control Information

Loss Date/Time: 03/15/2016 11:27 AM
Deductible: None

Loss Type: Other

Inspection

Inspection Date: 06/10/2016 03:40 PM
Primary Impact: Left Front Side
Driveable: Yes

Inspection Type: Drive In
Secondary Impact: Hood
Rental Assisted:

Company: SRJJ-Heavy Truck & Auto Body,
LLC
Contact: Rodd Schirmer
Address: N7459 Hwy 42

Appraiser License # :

City State Zip: Sheboygan, WI 53083
Email: srijheavytruck@tds.net

Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Repairer

Repairer: SRJJ-Heavy Truck & Auto Body,
LLC
Address: N7459 Hwy 42
City State Zip: Sheboygan, WI 53083
Email: srijheavytruck@tds.net

Contact: Rodd Schirmer
Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Target Complete Date/Time:

Days To Repair: 4*

Vehicle

OEM Part Price Quote ID: ****

2003 Saturn Ion 3 4 DR Sedan
4cyl Gasoline 2.2
5 Speed Automatic

Lic.Plate: 673-XVZ
Lic Expire:
Prod Date: 03/2003
Veh Insp# :

Lic State: WI
VIN: 1G8AL52F73Z170330
Mileage: 120,774
Mileage Type: Actual

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF DALLAS
OFFICE OF THE CITY CLERK
1000 GRASSLAND BLVD
DALLAS, TEXAS 75202

OFFICE OF THE CITY CLERK

10/15/2019

City of Dallas
1000 Grassland Blvd
Dallas, Texas 75202

City of Dallas
1000 Grassland Blvd
Dallas, Texas 75202

City of Dallas

City of Dallas
1000 Grassland Blvd
Dallas, Texas 75202

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Dallas, Texas 75202

City of Dallas
1000 Grassland Blvd
Dallas, Texas 75202

City of Dallas

Condition: Good
Ext. Color: COBALT BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code: 70,885K

Code: SN223A
Int. Color: Gray w/Cloth Seat Trim
Int. Refinish: Two-Stage
Int. Trim Code: 17D

Options - AudaVIN Information Received

Air Conditioning	Alarm System	Aluminum/Alloy Wheels
Automatic Trans	Center Console	Compact Disc W/Tape
Cruise Control	Dual Airbags	Fog Lights
Intermittent Wipers	Keyless Entry System	Lighted Entry System
Power Brakes	Power Door Locks	Power Mirrors
Power Moonroof	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Tachometer
Tilt Steering Wheel	Tinted Glass	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
Front Bumper									
1	N	6		Front Bumper Cover R&I	Additional Labor			1.4	SM
Front End Panel And Lamps									
2	RI	41		Headlamp Assy, Halogen LT	R & I Assembly			INC	SM
Front Body And Windshield									
3	I	83		Panel, Hood	Repair			5.0*	SM
				>> Repair Rear Corner Left And (1) 3"-4" Dent On Left Side					
4	L	83	13	Panel, Hood	Refinish			4.0	RF
					2.8 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
5	RI	83		Hood Panel R & I	R & I Assembly			0.5	SM
6	EU	103	46	Fender, Front LT	Replace Recycled	\$175.00*	+30.00	2.0*	SM
7	L	103		Fender, Front LT	Refinish			2.8	RF
					1.8 Surface				
					0.5 Edge				
					0.5 Two-stage				
8	RI	121		Emblem, Front Fender LT	R & I Assembly			0.2	SM
Front Doors									
9	BR	209		Pnl, Front Door Outer LT	Blend Refinish			1.1	RF
					0.7 Blend				
					0.4 Two-stage				
10	RI	407		W/Strip, Belt Outer LT	R & I Assembly			INC	SM
11	RI	231		Pnl, Inner Door Trim LT	R & I Assembly			0.6	SM
12	RI	245		Mirror, Outer R/C LT	R & I Assembly			INC	SM
13	RI	213		Cyl, Front Door Lock LT	R & I Assembly			1.8	SM
14	RI	470		Handle, Front Door Otr LT	R & I Assembly			INC	SM
Manual Entries									
15	L	M03		Flex Additive	Refinish	\$6.00*			RF
16	N	M15		Color Tint	Additional Labor			0.3*	SM
17	N	M17		Cover Car Exterior	Additional Labor			0.2*	SM
18	SB	M60		Hazardous Waste Removal	Sublet Repair	\$4.00*			SM
19	I	M66		Color Sand And Buff	Repair			0.6*	SM
20	I			Clean Up Of LKQ Part	Repair			0.5*	SM*
20	Items								

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice.

2. The second part details the various methods used to collect and analyze data. It includes a section on statistical analysis, which involves identifying trends and patterns in the data.

3. The third part focuses on the implementation of quality control measures. It describes how to set up a system to monitor and improve the quality of the work.

4. The final part of the document provides a summary of the key findings and recommendations. It concludes that a systematic approach to data collection and analysis is essential for making informed decisions.

Item No.	Description	Quantity	Unit Price	Total Price
101	Office Supplies	50	2.00	1000.00
102	Printing Services	100	15.00	1500.00
103	Travel Expenses	20	75.00	1500.00
104	Professional Fees	10	150.00	1500.00
105	Utilities	12	125.00	1500.00
106	Insurance	1	1500.00	1500.00
107	Depreciation	1	1500.00	1500.00
108	Interest	1	1500.00	1500.00
109	Income Tax	1	1500.00	1500.00
110	Retirement	1	1500.00	1500.00

Category	Sub-Category	Value
Operating Expenses	Salaries	120000
	Benefits	30000
	Rent	20000
	Utilities	10000
	Insurance	10000
Capital Expenses	Equipment	50000
	Buildings	100000
	Land	200000
Income	Revenue	500000
	Other Income	50000

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Other Parts		\$181.00	
Paint & Materials	7.9 Hours @ \$38.00	\$300.20	
Line Item Markup		\$52.50	
Parts & Material Total			\$533.70
Tax on Parts & Material	@ 5.000%		\$26.69

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	5.1	8.0	13.1	\$759.80
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$58.00	7.9		7.9	\$458.20

Labor Total		21.0 Hours		\$1,218.00
Tax on Labor	@ 5.000%		\$60.90	
Sublet Repairs			\$4.00	
Tax on Sublet	@ 5.000%		\$0.20	
Gross Total				\$1,843.49
Less: Deductible				None-
Net Total				\$1,843.49

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 53083 Default
OEM Part Prices DT 06/11/2016 11:30 AM EstimateID 170933469302546432 QuoteID ****
Rate Name Default

Audatex Estimating 7.0.813 ES 06/13/2016 09:21 AM REL 7.0.813 DT 05/01/2016
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~~2.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.~~

This is a preliminary estimate. Additional changes and or charges may be required for the actual repair. This estimate is valid for a period of 45 days after customer notification. This is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally worn or damaged parts are discovered which may not be evident on the first inspection. Because of this the above prices are not guaranteed. Quotes on parts are current and subject to change.

Rust/Corrosion repair estimates are based on our inspection and may require panel replacement and or more labor once the work has started. We will notify customer of any additional charges or problems once repairs have started. We make every effort to repair correctly rust/corrosion on panels, but rust and corrosion may be hidden or not showing through outer body panels at time of inspection or repair. Therefore we DO NOT guarantee rust/corrosion repair work.

Op Codes

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* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

E = Replace OEM
OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Rebit
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check



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JUN 29 '16 PM 1:52

05/26/16
16:36

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
CALL DETAIL REPORT

Page: 869
1

Call Number: 439040

Nature: MISC INFO
Reported: 11:01:26 03/23/16
Rcvd By: THEUNE, B How Rcvd: O
Occ Btwn: 11:01:26 03/23/16 and 11:01:26 03/23/16
Type: m
Priority: 5

Address: 1311 MARYLAND AVE
City: SHEBOYGAN

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact:
Address:
Phone: () -

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
THEUNE, B	11:05:02 03/23/16	S158	ARRV	C25	SCSD	On-site call=121m
THEUNE, B	11:05:08 03/23/16	S158	CMPL	C25	SCSD	COMPLETED CALL call=121m

COMMENTS

ON TODAY'S DATE, 03-23-2016 BRUCE DBA AT THE DEPARTMENT OF PUBLIC WORKS CALLED TO ADVISE THAT WHEN HIS CREW WAS OUT THEY NOTICED A CITY TREE BRANCH HAD FALLEN ON VEHICLE 673XVZ LISTING TO MICHAELA LYNN STEINHARDT AND STEVEN J STEINHARDT, 1311 MARYLAND AVENUE DAMAGING THE 2003 SATURN ION, BLUE IN COLOR. THEY ATTEMPTED CONTACT AT THE RESIDENCE WITH NO RESULTS. BRUCE DID CALL LORI SURHKE DBA CITY CLERK WHO HAS STARTED AN INSURANCE CLAIM (PICTURES HAD BEEN TAKEN BY CREW WORKERS SO DID NOT HAVE TO BE REPEATED BY THE SHEBOYGAN POLICE DEPARTMENT). A MESSAGE WAS LEFT ON THE PHONE FOR THE STEINHARDT RESIDENCE ADVISING THEM TO CALL LOR AT THE CITY CLERK OFFICE 459-3314. BJT/S158

UNIT HISTORY

Unit	Time/Date	Code
S158	11:05:02 03/23/16	ARRV
S158	11:05:08 03/23/16	CMPL

RESPONDING OFFICERS

Unit Officer



VEHICLE REGISTRATION RESPONSE S158: F0972QV

Input Request			
Plate:	673XVZ	Type:	AUT
Date:	2016-05-26 15:59:28	Response:	1 of 1
Plate Information			
Number:	673XVZ	Type:	AUT - AUTOMOBILE
Registration Information			
Type:	AUTO	Last Updated:	2015-07-28 16:22:39
Status:		Period:	ANNUAL
Expires:	2016-07-24	Carrier Class:	
Gross Weight:			
Owner Detail			
Owner 1:	<u>STEINHARDT, MICHAELA LYNN</u>		
DOB:	1995-11-23	DID:	S3565529592300
Street:	1311 MARYLAND AVE	City:	SHEBOYGAN
State:	WI	Zip:	53081-4833
Owner 2:	<u>STEINHARDT, STEVEN J</u>		
DOB:	1964-11-14	DID:	S3567906441408
Street:	1311 MARYLAND AVE	City:	SHEBOYGAN
State:	WI	Zip:	53081-4833
Vehicle Information			
VIN:	<u>1G8AL52F73Z170330</u>	Type:	AUTOMOBILE
Year:	2003	Make:	SATURN
Model:	ION LEVEL 3	Style:	4DR SEDAN
Major Color:	BLUE	Minor Color:	BLUE
Title Information			
Title Number:	15209S10131		

LATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 06-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 29 '16 PM 1:53

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: Michaela Steinhardt

2. Home address of Claimant: 1311 Maryland Avenue

3. Home phone number: (920) 458-6636

4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 3/23/16 11:05 a.m.

6. Where did damage or injury occur? (give full description) Front of car next to hood on driver's side

7. How did damage or injury occur? (give full description) A city tree branch fell after a storm into car

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

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

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

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

(a) Public property alleged to be dangerous: n/a

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

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

A 2 inch hole with 3 cracks, one causing the side panel of car on drivers side to become loose.

11. Name and address of any other person injured: _____

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

Auto:	\$ <u>1,843.49</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>1,843.49</u>

Damaged vehicle (if applicable)

Make: Saturn Model: Ion Level 3 Year: 2003 Mileage: 121394

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT Michaela Steinhilbert DATE 6/24/16
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 06-16

JUN 29 '16 PM 1:53

CLAIM

Claimant's Name: Michaela Steinhardt
Claimant's Address: 1311 Maryland Avenue
Sheboygan WI
Claimant's Phone No. (920)458-6636

Auto \$ 1,843.49
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 1,843.49

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 \$ 1,843.49.

See attached reports, and estimate.

SIGNED Michaela Steinhardt

DATE: 6/24/16

ADDRESS: 1311 Maryland Avenue Sheboygan WI

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100

SRJJ - HEAVY TRUCK AND AUTO BODY
N7459 HWY 42
SHEBOYGAN, WI 53083
PH 920-565-3325 FX 920-565-3827
FED TAX ID 52-2389786

*** PRELIMINARY ESTIMATE ***

06/11/2016 11:30 AM

Owner

Owner: Steve & Gina Steinhardt
Address: 1311 Maryland Ave
City State Zip: Sheboygan, WI 53081
Email: steinhardtgina@gmail.com

Home/Day: (920)458-6636
Cell: (920)627-9155
FAX:

Control Information

Loss Date/Time: 03/15/2016 11:27 AM
Deductible: None

Loss Type: Other

Inspection

Inspection Date: 06/10/2016 03:40 PM
Primary Impact: Left Front Side
Driveable: Yes

Inspection Type: Drive In
Secondary Impact: Hood
Rental Assisted:

Company: SRJJ-Heavy Truck & Auto Body,
LLC
Contact: Rodd Schirmer
Address: N7459 Hwy 42

Appraiser License # :

City State Zip: Sheboygan, WI 53083
Email: srjjheavytruck@tds.net

Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Repairer

Repairer: SRJJ-Heavy Truck & Auto Body,
LLC
Address: N7459 Hwy 42

City State Zip: Sheboygan, WI 53083
Email: srjjheavytruck@tds.net

Contact: Rodd Schirmer
Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Target Complete Date/Time:

Days To Repair: 4*

Vehicle

OEM Part Price Quote ID: ****

2003 Saturn Ion 3 4 DR Sedan
4cyl Gasoline 2.2
5 Speed Automatic

Lic.Plate: 673-XVZ
Lic Expire:
Prod Date: 03/2003
Veh Insp# :

Lic State: WI
VIN: 1G8AL52F73Z170330
Mileage: 120,774
Mileage Type: Actual

Condition: Good
Ext. Color: COBALT BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code: 70,885K

Code: SN223A
Int. Color: Gray w/Cloth Seat Trim
Int. Refinish: Two-Stage
Int. Trim Code: 17D

Options - AudaVIN Information Received

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Automatic Trans	Center Console	Compact Disc W/Tape
Cruise Control	Dual Airbags	Fog Lights
Intermittent Wipers	Keyless Entry System	Lighted Entry System
Power Brakes	Power Door Locks	Power Mirrors
Power Moonroof	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Tachometer
Tilt Steering Wheel	Tinted Glass	Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

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2	RI	41		Headlamp Assy, Halogen LT	R & I Assembly			INC	SM
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3	I	83		Panel, Hood	Repair			5.0*	SM
				>> Repair Rear Corner Left And (1) 3"-4" Dent On Left Side					
4	L	83	13	Panel, Hood	Refinish			4.0	RF
					2.8 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
5	RI	83		Hood Panel R & I	R & I Assembly			0.5	SM
6	EU	103	46	Fender, Front LT	Replace Recycled	\$175.00*	+30.00	2.0*	SM
7	L	103		Fender, Front LT	Refinish			2.8	RF
					1.8 Surface				
					0.5 Edge				
					0.5 Two-stage				
8	RI	121		Emblem, Front Fender LT	R & I Assembly			0.2	SM
Front Doors									
9	BR	209		Pnl, Front Door Outer LT	Blend Refinish			1.1	RF
					0.7 Blend				
					0.4 Two-stage				
10	RI	407		W/Strip, Belt Outer LT	R & I Assembly			INC	SM
11	RI	231		Pnl, Inner Door Trim LT	R & I Assembly			0.6	SM
12	RI	245		Mirror, Outer R/C LT	R & I Assembly			INC	SM
13	RI	213		Cyl, Front Door Lock LT	R & I Assembly			1.8	SM
14	RI	470		Handle, Front Door Otr LT	R & I Assembly			INC	SM
Manual Entries									
15	L	M03		Flex Additive	Refinish	\$6.00*			RF
16	N	M15		Color Tint	Additional Labor			0.3*	SM
17	N	M17		Cover Car Exterior	Additional Labor			0.2*	SM
18	SB	M60		Hazardous Waste Removal	Sublet Repair	\$4.00*			SM
19	I	M66		Color Sand And Buff	Repair			0.6*	SM
20	I			Clean Up Of LKQ Part	Repair			0.5*	SM*
20				Items					

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice.

2. The second part details the various methods used to collect and analyze data. It includes a section on statistical analysis, which involves identifying trends and patterns in the data.

3. The third part focuses on the implementation of quality control measures. It describes how to set up a system to monitor and improve the quality of the work.

4. The final part of the document provides a summary of the key findings and recommendations. It concludes that a systematic approach to data collection and analysis is essential for making informed decisions.

Category	Item	Value	Unit	Description	Notes
Electronics	Smartphone	150	USD	Apple iPhone 12	Used for field work
	Laptop	800	USD	MacBook Pro 16"	Primary work device
	Tablet	250	USD	Microsoft Surface Pro	Used for presentations
Software	Office Suite	120	USD	Microsoft Office 365	Annual subscription
	Project Management	80	USD	Asana Pro	Team collaboration
Travel	Hotel Stay	300	USD	Marriott Grand Hotel	Business trip
	Flight Ticket	450	USD	Delta Air Lines	Round trip
	Rental Car	150	USD	Hertz Enterprise	Weekly rental
	Travel Agency	75	USD	Expedia	Package deal
Miscellaneous	Office Supplies	50	USD	Staples	Printer paper, pens
	Client Entertainment	200	USD	Restaurant	Business dinner

The following table provides a detailed breakdown of the expenses listed in the previous table. Each entry includes the date of the transaction, the vendor name, and the specific items purchased.

Date: 2023-10-01
 Vendor: Apple Inc.
 Item: iPhone 12, 128GB, Space Gray
 Amount: 150.00

Date: 2023-10-05
 Vendor: Apple Inc.
 Item: MacBook Pro (16-inch), M1 Pro chip, 16GB memory, 512GB SSD
 Amount: 800.00

Date: 2023-10-10
 Vendor: Microsoft Corporation
 Item: Microsoft Office 365 Business Premium (Annual)
 Amount: 120.00

Date: 2023-10-15
 Vendor: Asana, Inc.
 Item: Asana Pro (Annual)
 Amount: 80.00

Date: 2023-10-20
 Vendor: Marriott International, Inc.
 Item: Marriott Grand Hotel, New York City
 Amount: 300.00

Date: 2023-10-25
 Vendor: Delta Air Lines
 Item: Delta Air Lines, Round Trip
 Amount: 450.00

Date: 2023-11-01
 Vendor: Hertz Rent a Car
 Item: Hertz Enterprise, Weekly Rental
 Amount: 150.00

Date: 2023-11-05
 Vendor: Expedia Group, Inc.
 Item: Expedia, Package Deal
 Amount: 75.00

Date: 2023-11-10
 Vendor: Staples Inc.
 Item: Staples, Office Supplies
 Amount: 50.00

Date: 2023-11-15
 Vendor: Restaurant XYZ
 Item: Restaurant, Business Dinner
 Amount: 200.00

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Other Parts		\$181.00	
Paint & Materials	7.9 Hours @ \$38.00	\$300.20	
Line Item Markup		\$52.50	
Parts & Material Total			\$533.70
Tax on Parts & Material	@ 5.000%		\$26.69

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	5.1	8.0	13.1	\$759.80
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$58.00	7.9		7.9	\$458.20

Labor Total		21.0 Hours		\$1,218.00
Tax on Labor	@ 5.000%			\$60.90
Sublet Repairs				\$4.00
Tax on Sublet	@ 5.000%			\$0.20
Gross Total				\$1,843.49
Less: Deductible				None-
Net Total				\$1,843.49

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 53083 Default
 OEM Part Prices DT 06/11/2016 11:30 AM EstimateID 170833469302548432 QuoteID ****
 Rate Name Default

Audatex Estimating 7.0.813 ES 06/13/2016 09:21 AM REL 7.0.813 DT 05/01/2016
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~~21 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.~~

This is a preliminary estimate. Additional changes and or charges may be required for the actual repair. This estimate is valid for a period of 45 days after customer notification. This is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally worn or damaged parts are discovered which may not be evident on the first inspection. Because of this the above prices are not guaranteed. Quotes on parts are current and subject to change.

Rust/Corrosion repair estimates are based on our inspection and may require panel replacement and or more labor once the work has started. We will notify customer of any additional charges or problems once repairs have started. We make every effort to repair correctly rust/corrosion on panels, but rust and corrosion may be hidden or not showing through outer body panels at time of inspection or repair. Therefore we DO NOT guarantee rust/corrosion repair work.

Op Codes

THE UNIVERSITY OF CHICAGO
LIBRARY

1971
1972

1973

DATE	NO.	ISSUE	PAGE	PRICE	TOTAL
1971	1	1	1-10	\$1.00	\$1.00
1972	1	1	1-10	\$1.00	\$1.00
1973	1	1	1-10	\$1.00	\$1.00

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THE UNIVERSITY OF CHICAGO LIBRARY
1215 EAST 58TH STREET
CHICAGO, ILLINOIS 60637
TEL: 773-936-3200
WWW.CHICAGO.LIBRARY.EDU

1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

E = Replace OEM
OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

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a Solutia company

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JUN 29 '16 PM 1:52

05/26/16
16:36

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
CALL DETAIL REPORT

Page: 869
1

Call Number: 439040
Nature: MISC INFO
Reported: 11:01:26 03/23/16
Rcvd By: THEUNE, B How Rcvd: O
Occ Btwn: 11:01:26 03/23/16 and 11:01:26 03/23/16
Type: m
Priority: 5

Address: 1311 MARYLAND AVE
City: SHEBOYGAN

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact:
Address:
Phone: () -

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
THEUNE, B	11:05:02 03/23/16	S158	ARRV	C25	SCSD	On-site call=121m
THEUNE, B	11:05:08 03/23/16	S158	CMPL	C25	SCSD	COMPLETED CALL call=121m

COMMENTS

ON TODAY'S DATE, 03-23-2016 BRUCE DBA AT THE DEPARTMENT OF PUBLIC WORKS CALLED TO ADVISE THAT WHEN HIS CREW WAS OUT THEY NOTICED A CITY TREE BRANCH HAD FALLEN ON VEHICLE 673XVZ LISTING TO MICHAELA LYNN STEINHARDT AND STEVEN J STEINHARDT, 1311 MARYLAND AVENUE DAMAGING THE 2003 SATURN ION, BLUE IN COLOR. THEY ATTEMPTED CONTACT AT THE RESIDENCE WITH NO RESULTS. BRUCE DID CALL LORI SURHKE DBA CITY CLERK WHO HAS STARTED AN INSURANCE CLAIM (PICTURES HAD BEEN TAKEN BY CREW WORKERS SO DID NOT HAVE TO BE REPEATED BY THE SHEBOYGAN POLICE DEPARTMENT). A MESSAGE WAS LEFT ON THE PHONE FOR THE STEINHARDT RESIDENCE ADVISING THEM TO CALL LOR AT THE CITY CLERK OFFICE 459-3314. BJT/S158

UNIT HISTORY

Unit	Time/Date	Code
S158	11:05:02 03/23/16	ARRV
S158	11:05:08 03/23/16	CMPL

RESPONDING OFFICERS

Unit Officer

Username: S158BJT



VEHICLE REGISTRATION RESPONSE S158: F0972QV

Input Request			
Plate:	673XVZ	Type:	AUT
Date:	2016-05-26 15:59:28	Response:	1 of 1
Plate Information			
Number:	673XVZ	Type:	AUT - AUTOMOBILE
Registration Information			
Type:	AUTO	Last Updated:	2015-07-28 16:22:39
Status:		Period:	ANNUAL
Expires:	2016-07-24	Carrier Class:	
Gross Weight:			
Owner Detail			
Owner 1:	<u>STEINHARDT, MICHAELA LYNN</u>		
DOB:	1995-11-23	DID:	S3565529592300
Street:	1311 MARYLAND AVE	City:	SHEBOYGAN
State:	WI	Zip:	53081-4833
Owner 2:	<u>STEINHARDT, STEVEN J</u>		
DOB:	1964-11-14	DID:	S3567906441408
Street:	1311 MARYLAND AVE	City:	SHEBOYGAN
State:	WI	Zip:	53081-4833
Vehicle Information			
VIN:	<u>1G8AL52F73Z170330</u>	Type:	AUTOMOBILE
Year:	2003	Make:	SATURN
Model:	ION LEVEL 3	Style:	4DR SEDAN
Major Color:	BLUE	Minor Color:	BLUE
Title Information			
Title Number:	15209S10131		

VI

R. C. No. _____ - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred R. O. No. 68-16-17 by the City Clerk submitting a claim from Samantha Dickie for alleged damages to her car when the police were chasing a male who tried to run from them and they tackled him into her car to apprehend him; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.3

R. O. No. 68 - 16 - 17. By CITY CLERK. July 5, 2016.

Submitting a claim from Samantha Dickie for alleged damages to her car when the police were chasing a male to tried to run from them and they tackled him into her car to apprehend him.

*Finance
Dept*

City Clerk

1000
1000

III

DATE RECEIVED 6-21-16

RECEIVED BY _____

CLAIM NO. 05-16
JUN 21 '16 AM 10:50

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: Samantha Dickie
2. Home address of Claimant: 1910 N. 12th Street
3. Home phone number: (920) 287-6794
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 04/17/16 (2:4 am)

6. Where did damage or injury occur? (give full description) On the rear pannel of the drivers side vehicle

7. How did damage or injury occur? (give full description) The police were chasing a male who had tried to run from them. They tackled him into my car to aprehend him

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: Todd Danen, Jason Pacey, Bryan Knez

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

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

(a) Public property alleged to be dangerous: n/a

(b) Claimant's statement of basis for such liability: n/a

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

JUN 21 '16 AM 10:50

Property damage to my car.

11. Name and address of any other person injured:

n/a

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

Auto:

\$ 4,944.74

Property:

\$

Personal injury:

\$

Other: (Specify below

\$

TOTAL

\$ 4,944.74

Damaged vehicle (if applicable)

Make: Ford Model: Focus Year: 2007 Mileage: 106,080

Names and addresses of witnesses, doctors and hospitals:

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

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

SIGNATURE OF CLAIMANT

Samantha Duke

DATE

06/21/16

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

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

JUN 21 '16 AM 10:50

Claimant's Name: Sam Dickie
 Claimant's Address: 1910 N. 12th St
Sheb. WI 53081
 Claimant's Phone No. (920) 287-6794

Auto \$ 4944.74
 Property \$ _____
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 4944.74

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 \$ 4944.74.

SIGNED Samantha Dickie DATE: _____
 ADDRESS: 1910 N. 12th Street Sheboygan WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
 MAIL TO: CLERK'S OFFICE
 828 CENTER AVE #100
 SHEBOYGAN WI 53081



 HYUNDAI  MAZDA

Van Horn Hyundai Inc.
3512 Wilgus Avenue
Sheboygan, WI 53081
Telephone 920.457.3608
Fax 920.459.4126
vanhornhyundai.com

Crystal Junase
Customer Service/Warranty
Email: crystal@vanhornhyundai.com



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

*** PRELIMINARY ESTIMATE ***

04/21/2016 12:57 PM

Owner

Owner: SAMANTHA DICKIE
Address: 1910 N 12TH STREET
City State Zip: Sheboygan, WI 53081

Work/Day: (920)287-6794
FAX:

Inspection

Inspection Date: 04/21/2016 12:55 PM
Primary Impact: Left Rear Side
Driveable: Yes

Inspection Type:
Secondary Impact:
Rental Assisted:

Appraiser Name: CRYSTAL JUHASZ

Appraiser License # :

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 12

Vehicle

2007 Ford Focus SE 4 DR Sedan
4cyl Gasoline 2.0
4 Speed Automatic

Lic.Plate: 298KNB
Lic Expire:
Prod Date: 06/2007
Veh Insp# :
Condition:
Ext. Color: AQUA BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code: TH

Lic State: WI
VIN: 1FAFP34N17W327355
Mileage: 105,769
Mileage Type: Actual
Code: P1583C
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM CD Player
Center Console
Keyless Entry System
Overhead Console
Power Mirrors
Rear Window Defroster
Theft Deterrent System

Air Conditioning
Dual Airbags
Lighted Entry System
Power Brakes
Power Steering
Rem Trunk-L/Gate Release
Tinted Glass

Alarm System
Intermittent Wipers
MP3 Decoder
Power Door Locks
Power Windows
Split Folding Rear Seat
Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Wheels										
1	E	962		Cover,Rear Wheel LT >> LT REAR	8S4Z1130C	\$41.88				SM
Roof										
2	RI	354		Mldg,Roof Side LT	R & I Assembly				0.3	SM
Rear Doors										
3	I	289		Pnl,Rear Door Outer LT	Repair				3.0*	SM
4	L	289	13	Pnl,Rear Door Outer LT	Refinish				3.0	RF
					2.0 Surface					
					0.6 Two-stage setup					
					0.4 Two-stage					
5	RI	303		W/Strip,RR Door Body LT	R & I Assembly				0.2	SM
6	RI	291		Handle,RR Door Outer LT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										
7	RI	187		Panel,Rocker LT	R & I Assembly				9.0	SM
8	E	389		Panel,Quarter LT	YS4Z5427841CA	\$1,884.87			13.4	SM
9	L	389		Panel,Quarter LT	Refinish				3.4	RF
					2.0 Surface					
					1.0 Edge					
					0.4 Two-stage					
10	RI	403		Qtr Glass R & I LT	R & I Assembly				INC	SM
11	EC	393		Sealant Kit,Qtr Glass LT	Replace Economy	\$20.00*			INC	SM
12	RI	307		Duct,Quarter Panel LT	R & I Assembly				1.4	SM
13	RI	395		Guard,Mud LT	R & I Assembly				INC	SM
Deck Lid And Back Glass										
14	RI	369		Back Glass R & I	R & I Assembly				INC	SM
15	EC	366		Sealant Kit,Back Glass	Replace Economy	\$20.00*			2.0	SM
16	BR	479		Lid,Rear Deck	Blend Refinish				1.3	RF
					0.9 Blend					
					0.4 Two-stage					
17	RI	497		Pnl,Lid Inner Trim	R & I Assembly				INC	SM
18	E	457		N/Plate,Deck Lid	4S4Z5442528AA	\$38.28			0.2	SM
19	E	481		N/Plate,Deck Lid	5S4Z5442528BA	\$29.25			0.2	SM
20	RI	468		Handle,Deck Lid	R & I Assembly				0.4	SM
Rear Bumper										
21	RI	565		Rear Bumper Cover R&I >> FOR PAINTING	R & I Assembly				0.7*	SM
Rear Body, Lamps And Floor Pan										
22	RI	533		Taillamp Assembly LT	R & I Assembly				INC	SM
23	RI	538		Lamp,High Mounted Stop	R & I Assembly				0.3	SM
Manual Entries										
24	EC	M14		Corrosion Protection	Replace Economy	\$8.00*			0.2*	SM
25	EC	M17		Cover Car Exterior	Replace Economy	\$4.00*				RF
26	L	M60		Hazardous Waste Removal	Refinish	\$3.00*				SM
26	Items									

MC Message

13

INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts					\$1,994.28	
Other Parts					\$55.00	
Paint & Materials		7.7 Hours @	\$40.00		\$308.00	
Parts & Material Total						\$2,357.28
Tax on Parts & Material		@	5.000%			\$117.86
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$60.00	28.5	3.0	31.5	\$1,890.00	
Mech/Elec (ME)	\$99.95					
Frame (FR)	\$65.00					
Refinish (RF)	\$60.00	7.7		7.7	\$462.00	
Labor Total				39.2 Hours		\$2,352.00
Tax on Labor		@	5.000%		\$117.60	
Gross Total						\$4,944.74
Net Total						\$4,944.74

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default

Audatex Estimating 7.0.712 ES 04/21/2016 01:06 PM REL 7.0.712 DT 02/01/2016 DB 04/15/2016
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1.8 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 = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
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CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC

SHEBOYGAN
CHRYSLER | DODGE | JEEP | RAM

"Like Us" On Facebook.

Cliff Netzer
Collision Consultant

(920) 459-6855 ext. 348 (888) 459-6855 Fax (920) 459-6286

collisioncenter@sheboyganauto.com www.sheboyganauto.com

Exit 123 East I-43 3400 S. Bus. Dr., Sheboygan, WI 53081

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

05/09/2016 11:23 AM

Owner

Owner: SAMANTHA DICKIE
Address: 1910 NORTH 12TH. STREET
City State Zip: Sheboygan, WI 53081

Work/Day:
Home/Evening: (920)287-6794
FAX:

Inspection

Inspection Date: 05/09/2016 11:24 AM
Primary Impact: Left Rear Side

Inspection Type:
Secondary Impact:

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

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

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 8

Vehicle

2007 Ford Focus SE 4 DR Sedan
4cyl Gasoline 2.0
4 Speed Automatic

Lic.Plate: 298-KNB
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1FAPP34N17W327355
Mileage: 106,080
Mileage Type: Actual
Code: P1583C
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player
Center Console
Keyless Entry System
Overhead Console
Power Mirrors
Rear Window Defroster

Air Conditioning
Dual Airbags
Lighted Entry System
Power Brakes
Power Steering
Rem Trunk-L/Gate Release

Alarm System
Intermittent Wipers
MP3 Decoder
Power Door Locks
Power Windows
Split Folding Rear Seat

Theft Deterrent System

Tinted Glass

Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Wheels									
1	E	962	46	Cover,Rear Wheel LT	8S4Z1130C	\$41.88			SM
Rear Doors									
2	BR	289		Pnl,Rear Door Outer LT	Blend Refinish 0.7 Blend 0.4 Two-stage			1.1	RF
3	RI	301		W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
4	RI	291		Handle,RR Door Outer LT	R & I Assembly			0.6	SM
Quarter And Rocker Panel									
5	BR	280	13	Panel,Bodyside Otr Upr LT	Blend Refinish 0.6 Blend 0.6 Two-stage setup 0.3 Two-stage			1.5	RF
6	E	389		Panel,Quarter LT	YS4Z5427841CA	\$1,976.28		17.0	SM
7	L	389		Panel,Quarter LT	Refinish 2.0 Surface 1.0 Edge 0.6 Two-stage			3.6	RF
Deck Lid And Back Glass									
8	BR	479		Lid,Rear Deck	Blend Refinish 0.9 Blend 0.4 Two-stage			1.3	RF
9	E	457		N/Plate,Deck Lid	4S4Z5442528AA	\$38.28		0.2	SM
10	E	481		N/Plate,Deck Lid	5S4Z5442528BA	\$29.75		0.2	SM
11	RI	468		Handle,Deck Lid	R & I Assembly			0.4	SM
Rear Body, Lamps And Floor Pan									
12	RI	538		Lamp,High Mounted Stop	R & I Assembly			0.3	SM
Manual Entries									
13	L			Cover Car Exterior	Refinish	\$5.00*			SM
14	SB			Hazardous Waste	Sublet Repair	\$5.00*			RF*
15	L			Corrosion,Protection	Refinish	\$10.00*		0.2*	SM
16	L			Bonding Kit	Refinish	\$45.00*			SM
16	Items								
			MC	Message					
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE					
			46	PRINTABLE ALTERNATE PARTS COMPARE					

Estimate Total & Entries

Gross Parts		\$2,086.19
Other Parts		\$60.00
Paint & Materials	7.5 Hours @ \$36.00	\$270.00
Parts & Material Total		\$2,416.19
Tax on Parts & Material	@ 5.000%	\$120.81

Labor	Rate	Repair Hrs	Total Hrs
-------	------	------------	-----------

		Replace Hrs			
Sheet Metal (SM)	\$57.00	19.1	19.1	\$1,088.70	
Mech/Elec (ME)	\$97.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$57.00	7.5	7.5	\$427.50	
Labor Total			26.6 Hours		\$1,516.20
Tax on Labor		@ 5.000%		\$75.81	
Sublet Repairs				\$5.00	
Tax on Sublet		@ 5.000%		\$0.25	
Gross Total					\$4,134.26
Net Total					\$4,134.26

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 7.0.813 ES 05/09/2016 11:30 AM REL 7.0.813 DT 04/01/2016 DB 05/08/2016
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2.3 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 | 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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VI

R. C. No. _____ - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred R. O. No. 74-16-17 by the City Clerk submitting a claim from Katherine Penkwitz for alleged damages to her parked car in the Wilson School parking lot be a baseball that cracked her windshield; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IV

1. The first part of the report...

2. The second part of the report...

3. The third part of the report...

4. The fourth part of the report...

5. The fifth part of the report...

6. The sixth part of the report...

7. The seventh part of the report...

II

4.1

R. O. No. 74 - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting a claim from Katherine Penkwitz for alleged damages to her parked car in the Wilson School parking lot by a baseball that cracked her windshield.

Finance Dept

City Clerk

12

12

DATE RECEIVED 7-11-16

RECEIVED BY

JUL 11 '16 AM 11:56

MM

CLAIM NO.

07-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 11 '16 AM 11:56

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: Katherine Penkwitz
2. Home address of Claimant: 3627 S. 12th St. Ap. 1 Sheboygan WI 53081
3. Home phone number: (920) 254-1588
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 6-30-16 @ 11:30 AM
6. Where did damage or injury occur? (give full description) Wilson School
parking lot

7. How did damage or injury occur? (give full description) parked car in lot and
about hour later got back in car to leave and noticed
windshild was hit by baseball and cracked. Happend when
I was not in or around my car.

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

NA

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

NA

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

No injuries. Upper right impact of ball and 3 major cracks across windshield.

11. Name and address of any other person injured: NA

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

Auto:	\$	314.89
Property:	\$	
Personal injury:	\$	
Other: (Specify below)	\$	
TOTAL		\$ 314.89

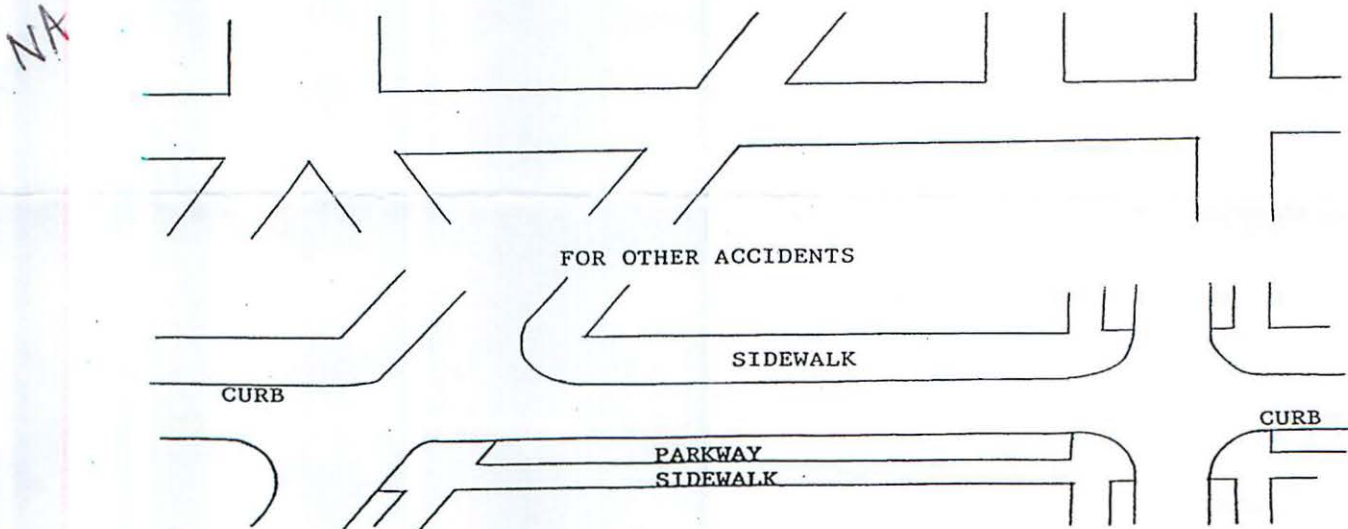
Damaged vehicle (if applicable)

Make: Volkswagen Model: Jetta Year: 2009 Mileage: 102K

Names and addresses of witnesses, doctors and hospitals: called over baseball coach: Shua Yang and looked at damage and saw me take photos. Apologized and said nothing he could do for SASD. He works Home phone 254-0336

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

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



SIGNATURE OF CLAIMANT Katherine Reekes DATE 7-5-16

DATE RECEIVED 7-11-16

RECEIVED BY MD

CLAIM NO. 07-16

CLAIM

Claimant's Name: Katherine Penkowitz
Claimant's Address: 3627 S. 12th St. Apt 1
Sheboygan WI 53081
Claimant's Phone No. (920) 254-1588

Auto \$ 314.89
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 314.89

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 314.89.

SIGNED Katherine Penkowitz DATE: 7-5-16

ADDRESS: 3627 S. 12th St. Apt 1
Sheboygan WI 53081

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

VI

R. C. No. - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred R. O. No. 84-16-17 by the City Clerk submitting a claim from Patricia Cesar for alleged damages to her vehicle when her tire hit a popped out manhole; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.2

R. O. No. 84 - 16 - 17. By CITY CLERK. August 1, 2016.

Submitting a claim from Patricia Cesar for alleged damages to her vehicle when her tire hit a popped out manhole.

*Inance
Deny*

City Clerk

DATE RECEIVED 7-19-16

RECEIVED BY MD

CLAIM NO. 08-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUL 19 '16 AM 11:19

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: Patricia Cesar
2. Home address of Claimant: 3513 Main Ave. Apt. 101. Sheboygan, WI 53083
3. Home phone number: 920-980-7354
4. Business address and phone number of Claimant: City of Sheboygan - Shoreline Metro 608 S. Commerce, Sheboygan, WI 920-459-3281
5. When did damage or injury occur? (date, time of day) June 30, 2014 approx. 3:45pm
6. Where did damage or injury occur? (give full description) Southbound on Taylor Dr between Geele Ave and Soeman Ave - LR tire destroyed hit popped out manhole.
7. How did damage or injury occur? (give full description) driving southbound - there was a downpour of rain and hit popped out manhole and caused a flat tire on left rear of vehicle

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

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

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

11. Name and address of any other person injured: _____

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

Auto: \$ 129.89

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 129.89

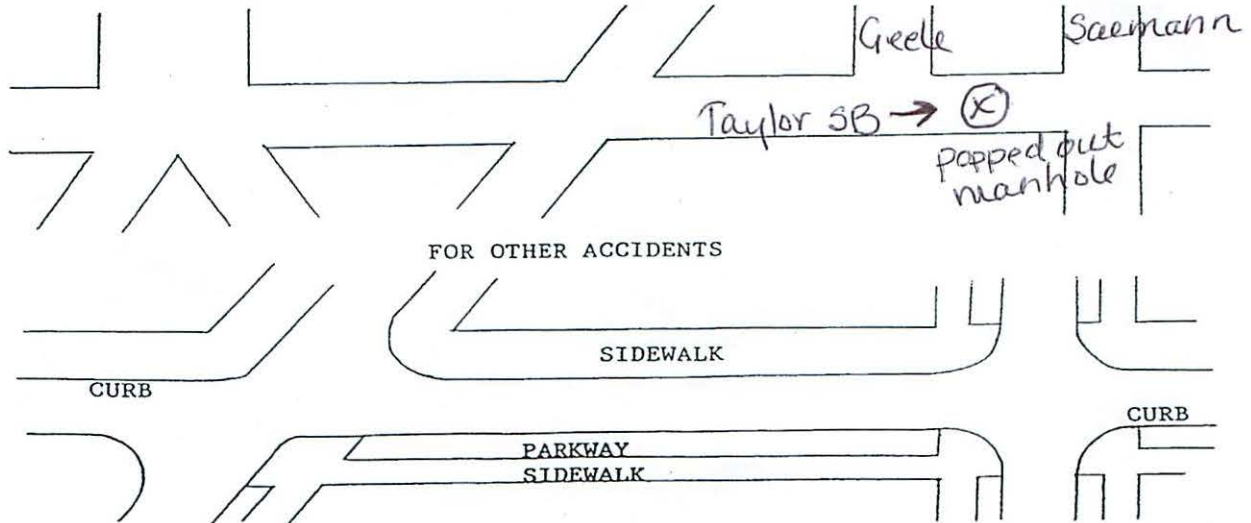
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Patricia L. Cesar DATE 7/11/14

DATE RECEIVED 7-19-16

RECEIVED BY MD

CLAIM NO. 08-16

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ 129.89

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 129.89.

SIGNED Patricia X Cesar DATE: 7/11/16

ADDRESS: 3513 Main Ave. Apt. 101
Sheboygan, WI 53083

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

INVOICE

Print Date : 07/08/2016

Cesar, Pat
 3513 Main Ave
 Sheboygan, WI 53083
 Home: 920-980-7354
 Cust ID : 10207

2010 Chrysler - PT Cruiser - 2.4L, In-Line4 (146CI) VIN(9)
 Lic # : 315-GPG - WI Odometer In : 24,478
 Unit # : blue
 VIN # : 3A4GY5F94 AT207502

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
1-1/4" Valve Stem or TPMS seal 413-50	1.00	2.00	2.00	Mount and balance factory wheel (60-80 series) ***Set all tire pressures***	13.45
Cooper CS3 P205/55R16 90000002586	1.00	82.99	82.99	DOT 1- U90F1CA0716	
Tire Disposal Disposal	1.00	3.00	3.00	Some vehicles are equipped with tire pressure monitoring systems. These vehicles may require relearning or re programming after tire replacement. This process is not included with tire mounting or tire purchase. Tire monitor relearn or reprogram is at additional cost and any parts that may be required are also at additional cost.	
Shop Supplies			6.60	Vehicle should be brought back within 50-75 miles to have the wheels/lugs retorqued.	
				Hit a popped out man hole LR tire is destroyed, put spare on and checked rim.	14.95
				Warranty on parts are as manufacturer specifies. Workmanship on labor is guaranteed for up to 3 months/3000 miles, which ever comes first. All warranty repairs must be prearranged with us & done at our facility. We are not responsible for repairs not performed by our staff. Vehicle transport for all warranty claims is the responsibility of the customer. Warranty repairs cannot exceed the original cost of repairs.	
				Hazardous Materials	0.71

[Technicians : Otten, Eric; Staehler, Shawn]

Do you want the replaced parts your are entitled to? Yes No

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

- I request an estimate in writing before you begin repairs _____
- Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
- I do not want an estimate. _____

Labor:	28.40
Parts:	94.59
SubTotal:	122.99
HazMat:	0.71
Tax:	6.19
Total:	129.89
Bal Due:	\$129.89

pd cash

[Payments -]

Motor vehicle repair practices are regulated by chapter ATCP 132 Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

This vehicle received without face to face contact.
 Shop Representative _____

Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

Customer Sign: _____ Date: _____

INVOICE

Work Completed Date : 04/05/2016

Print Date : 04/05/2016

Cesar, Pat
 3513 Main Ave
 Sheboygan, W
 Home: 920-98
 Cust ID : 102!

2010 Chrysler - PT Cruiser - 2.4L, In-Line4 (146CI) VIN(9)
 Lic # : 315-GPG - WI Odometer In : 23,202
 Unit # : blue
 VIN # : 3A4GY5F94 AT207502

Ref # : 026

AMERICAN PRIDE TIRE
 1521 N 13TH ST
 SHEBOYGAN, WI 53081
 04 05 2016 14:11:03
 CREDIT CARD
 MC SALE
 Card #
 SEQ #: XXXXXXXXXXXX2556
 Batch #: 2
 INVOICE 489
 Approval Code: 2
 Entry Method: R8687Z
 Mode: Swiped
 Online
 SALE AMOUNT \$289.78
 CUSTOMER COPY

Sale	Ext	Labor Description	Extended
		exceed the original cost of repairs. 791.92	
		Hazardous Materials	6.70

[Technicians : Otten, Eric]

Do you want the replaced parts your are entitled to? Yes No

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

- I request an estimate in writing before you begin repairs _____
- Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
- I do not want an estimate. _____

\$5000 Cash
 \$289.78 MC

Labor:	268.03
Parts:	477.44
SubTotal:	745.47
HazMat:	6.70
Tax:	37.61
Total:	789.78
Bal Due:	\$789.78

[Payments -]

Revision # 1, Previous Estimate Amount: 2174, Additional Cost: 770.18, Revised Estimate: 79192, Parts: \$460.65 Labor: \$248.08 Sublet: \$0.00 Taxes & Fees: \$61.4500 Authorized by - Cesar, Pat, Date - 4/4/2016, Time - 10:40 AM, Initiated By - Customer, Written By - Otten, Dee, Reason - needs, Phone Number - Home: 920-980-7354

Motor vehicle repair practices are regulated by chapter ATCP 132 Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

This vehicle received without face to face contact.
 Shop Representative _____

Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

Customer Sign: _____ Date: _____

American Pride Tire & Auto, Inc.
 1521 N 13th Street
 Sheboygan, WI. 53081
 Phone: 920-208-7699 Fax: 920-208-8261

INVOICE
45091
 Org. Est. # 148584

INVOICE

Work Completed Date : 04/05/2016

Print Date : 04/05/2016

Cesar, Pat
 3513 Main Ave
 Sheboygan, WI 53083
 Home: 920-980-7354
 Cust ID : 10207

2010 Chrysler - PT Cruiser - 2.4L, In-Line4 (146CI) VIN(9)
 Lic # : 315-GPG - WI Odometer In : 23,202
 Unit # : blue
 VIN # : 3A4GY5F94 AT207502
 Ref # : 026

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Tie Rod End - Outer LF 2692997	1.00	84.19	84.19	Feels a shaking in steering wheel, at various speeds. Test drove, only 4 blocks, car wobbles, shakes and pulls hard left.	19.95
1-1/4" Valve Stem or TPMS seal 413-50	4.00	2.00	8.00	Inspected on hoist to find the LF outer tie rod end is loose AND tires are all original, cracked, separated and out of round. NEEDS 4 tires, LF outer tie rod end and an alignment.	
Tire Disposal Disposal	4.00	3.00	12.00	***This vehicle has been inspected and was found UNSAFE for public roadways. The undersigned customer has been advised of the vehicles condition and releases American Pride Tire & Auto, Inc of any and all liabilities associated with driving the above mentioned vehicle on public roads.*** ***Oil change is nearly due on time***	
Cooper CS3 P205/55R16 90000002586	4.00	90.17	360.68		
Shop Supplies			12.57		
				TIE ROD &/OR ENDS - Remove & Replace - One,Outer - [Includes: Adjust toe-in on all models. DOES NOT include R&I rack & pinion gear. Manufacturer recommends removal of rack & pinion steering gear when replacing inner tie rod ends on some models. If removal LF outer Alignment	94.33
				Test drive vehicle, check tire pressures, install on computerized 4 wheel alignment machine. Check thrust angle, toe, camber, caster and steering angle. Perform factory adjustable adjustments. Road test vehicle and recheck steering wheel angle. *** Modifications, parts or additional labor requirements, will be subject to a revised estimate. ***	59.95
				Mount and balance 4 (55-45 & some 40 series) tires Mount and balance 4 (55-45 & some 40 series) tires Some vehicles are equipped with tire pressure monitoring systems. These vehicles may require relearning or re programing after tire replacement. This process is not included with tire mounting or tire purchase. Tire monitor relearn or reprogram is at additional cost and any parts that may be required are also at additional cost. Vehicle should be brought back within 50-75 miles to have the wheels/lugs retorqued. <<<RR rim is bent, but did balance out ok. Sounds like there is a lot of rust rolling around in the parking brake drums. Car has some upper strut mount noise. Rear toe is slightly out of spec, but would require shims to correct. Little to no tire wear from this amount.>>> DOT 4- U90F1CA0416 50 mail in rebate SEND REBATE	93.80
				Warranty on parts are as manufacturer specifies. Workmanship on labor is guaranteed for up to 3 months/3000 miles, which ever comes first. All warranty repairs must be prearranged with us & done at our facility. We are not responsible for repairs not performed by our staff. Vehicle transport for all warranty claims is the responsibility of the customer. Warranty repairs cannot	

VI

R. C. No. - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred R. O. No. 85-16-17 by the City Clerk submitting a claim from John Brunnbauer for alleged damages to his vehicle when a manhole cover came up under his truck during a storm; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

_____ Committee

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

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

II

3.3

R. O. No. 85 - 16 - 17. By CITY CLERK. August 1, 2016.

Submitting a claim from John Brunnbauer for alleged damages to his vehicle when a manhole cover came up under his truck during a storm.

*Finance
Demp*

City Clerk

DATE RECEIVED

7-18-16

RECEIVED BY

MD

CLAIM NO.

09-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 18 '16 PM 2:24

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: John Brunnbauer
- 2. Home address of Claimant: 606 Fairway Dr. Sheboygan WI 53081
- 3. Home phone number: 920-451-0100
- 4. Business address and phone number of Claimant: NA

- 5. When did damage or injury occur? (date, time of day) 07-07-16 4:45 PM
- 6. Where did damage or injury occur? (give full description) S. Wildwood Ave
Between New Jersey Ave and S. Evans St.

- 7. How did damage or injury occur? (give full description) I was driving back home and it was raining. The manhole came up under need my truck and my back tire went into the whole. I called the ^{tow} truck company because my tire and rim were damage

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

- (a) Name of such officer or employee, if known: NA
- (b) Claimant's statement of the basis of such liability: NA

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

- (a) Public property alleged to be dangerous: The street was dangerous so I called the police department & they called the city to come & fix the open manholes.
- (b) Claimant's statement of basis for such liability: The manhole should have not come up open

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

No injury to my person, but only to my back
fire and rim.

11. Name and address of any other person injured:

None

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

Auto:

\$ 255.19 Martin Pontiac
\$ 57.75 Depot Auto Service

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below)

\$ _____

TOTAL

\$ 312.94

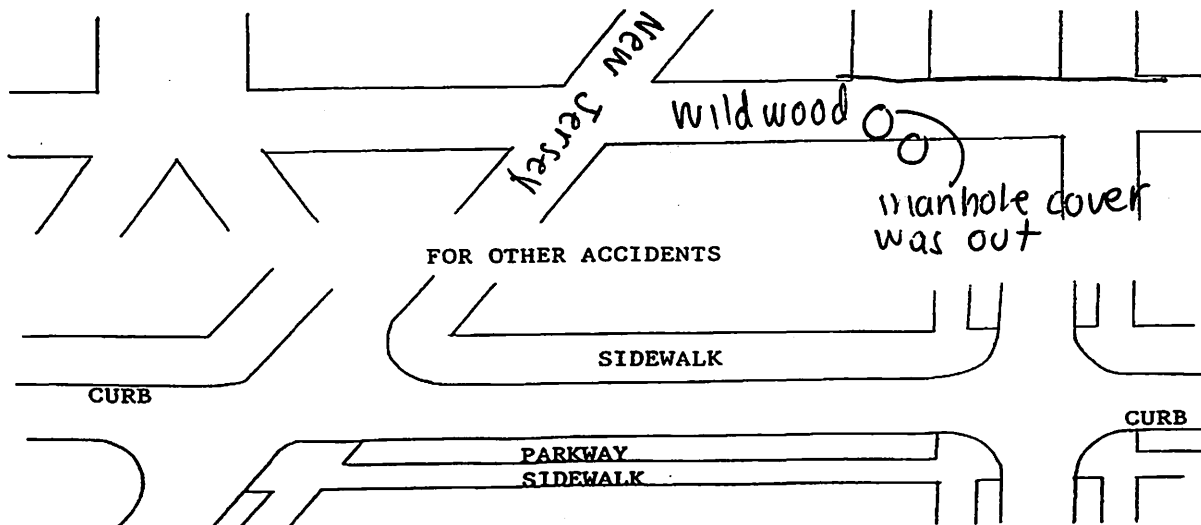
Damaged vehicle (if applicable)

Make: Dodge Model: Dakota Year: 2006 Mileage: 123,330

Names and addresses of witnesses, doctors and hospitals: Depot Auto Service
driver

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

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



SIGNATURE OF CLAIMANT

John B...

DATE

7-17-16

DATE RECEIVED 7-18-16

RECEIVED BY MD

CLAIM NO. 09-16
JUL 18 '16 PM 2:25

CLAIM

Claimant's Name:	<u>John Brunbauer</u>	Auto	\$ <u>255,99</u>
Claimant's Address:	<u>606 Fairway Dr,</u>	Property	\$ _____
Claimant's Phone No.	<u>920-451-0100</u>	Personal Injury	\$ _____
		Other (Specify below)	\$ <u>57.75 - Towing</u>
		TOTAL	\$ <u>312,94</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 312,94.

SIGNED John Brunbauer DATE: 7-18-16

ADDRESS: 606 Fairway Dr,

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

DEPOT AUTO SERVICE & TOWING, INC.

1131 Pennsylvania Ave.
Sheboygan, WI 53081
(920) 452-1811
www.depotautosvc.com

DATE 7-7-16	TIME 5:11	A.M. <input type="checkbox"/>	P.M. <input checked="" type="checkbox"/>	REQUESTED BY
LOCATION OF VEHICLE Wildwood Baseball Park				
NAME John A Brumm banner			PHONE 920-451-0100	
ADDRESS 606 Fairway Drive			ZIP 53081	
MILEAGE		SERVICE TIME		EXTRA PERSON
FINISH 3.6		FINISH _____		FINISH _____
START 0		START _____		START _____
TOTAL _____		TOTAL _____		TOTAL _____
YEAR 06/01	MAKE / MODEL / COLOR Dodge Dakota			DRIVER
STATE WI	LIC. NO. JA 9310	VEHICLE I.D. NO.		
<input type="checkbox"/> SLING/HOIST TOW <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> START <input type="checkbox"/> LOCK OUT			<input type="checkbox"/> FLAT TIRE <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> WRECK <input type="checkbox"/> RECOVERY	
			SPECIAL EQUIPMENT <input type="checkbox"/> SINGLE LINE WINCHING <input type="checkbox"/> DUAL LINE WINCHING <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> DOLLY	
VEHICLE TOWED TO Fire Stone				
REMARKS 4465 4204 9775 5157 05/31/19 888			MILEAGE CHARGE	
			TOWING CHARGE 55.00	
			LABOR CHARGE	
			STORAGE CHARGE	
			Tax 2.75	
			TOTAL 57.75	

Road Service

44886.

DEPOT AUTO SERVICE & TOWING, INC.

1131 Pennsylvania Ave.
Sheboygan, WI 53081
(920) 483-1811
www.depot-auto.com

<i>12/15/08</i>	<i>11:30 AM</i>	<i>11:30 AM</i>
EXTRA PERSON	SERVICE TIME	MILEAGE
_____	_____	_____
START	START	START
_____	_____	_____
TOTAL	TOTAL	TOTAL
_____	_____	_____

<input type="checkbox"/> SINGLE LINE WINDING <input type="checkbox"/> DUAL LINE WINDING <input type="checkbox"/> SHOCK-BLOCKS <input type="checkbox"/> SCOTCH-BLOCKS <input type="checkbox"/> DOLLY <input type="checkbox"/> SPECIAL EQUIPMENT	<input type="checkbox"/> FLAT TIRE <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> WRECK <input type="checkbox"/> RECOVERY	<input type="checkbox"/> 24 HOUR TOW <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAT BED/RAMP <input type="checkbox"/> START <input type="checkbox"/> LOCKOUT
---	--	---

REMARKS <i>11:30 AM</i> <i>11:30 AM</i> <i>11:30 AM</i> <i>11:30 AM</i>	STORAGE CHARGE LABOR CHARGE TOWING CHARGE LICENSE CHARGE
---	---

TOTAL	<i>11:30 AM</i>
-------	-----------------

Road Service

11888

Customer Invoice
153801
07/07/2016

**FIRESTONE COMPLETE AUTO CARE
SHEBOYGAN
3347 KOHLER MEMORIAL DR STE 46
SHEBOYGAN, WI. 53081-8305**

Service Advisor:
03 AARON
920.458.0375

BRUNNBAUER, JOHN/GLORIA
606 FAIRWAY DR
SHEBOYGAN, WI 53081-4244
920.889.0890

2006 DODGE DAKOTA ST [BLACK]
3.7L V6 FI GAS VIN K SOHC
Lic #: JA9310 WI Vin #: 1D7HW28K76S632817
In: 07/07/16 5:16PM Mileage: 122,938
Out: 07/07/16 6:22PM

Store # 021148

RETAIL SALE

Description	Rev Hist /Article #	ID	Qty	Unit Price	Extended Price	Job Total
COURTESY CHECK		03				
COURTESY CHECK	7046930	12TS	1	N/C	N/C	
NON-SYSTEM SERVICES	1,2	03				15.00
INSTALL SPARE TIRE	7003348	12TS	1	15.00	15.00	

ORDER NOTES

REAR AXLE HAS SHIFTED. U-BOLTS THAT HOLD THE LEAF SPRINGS TO THE AXLE ARE TWISTED.

Technician(s):

12 CHRIS

since 1926

COMPLETE AUTO CARE™

Payment History:

Visa	5157	15.75	007748
Total Tendered		15.75	

Summary:

Parts	0.00
Labor	15.00
Shop Supplies	0.00
Sub-Total	15.00
Tax (5.00%)	0.75
Total	\$15.75

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Revision History:

Rev
Amt

Init

Customer Signature

1) 07/07/2016 05:22PM	5.27	BRUNNBAUER, JOHN/ IN PERSON
2) 07/07/2016 05:59PM	-10.50	BRUNNBAUER, JOHN/ 920.889.0890

All parts are new unless otherwise specified.

I acknowledge notice and oral approval of an increase in the original estimated price.

Signature or Initials

Motor Vehicle repair practices are regulated by chapter ATCP132, Wis. Adm. Code, administered by the bureau of consumer\013\010protection, Wisconsin Dept. Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

HOW ARE WE DOING?

Tell us about your experience today!
Complete a 4-minute survey for a chance to win \$500 in store services
Visit www.FirestoneSurvey.com within 4 days and enter Code 021148-153801

"MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P. O. BOX 8911, MADISON, WISCONSIN 53708-8911"



www.FirestoneCompleteAutoCare.com

WI FCAC 7008527 - 48110866 Rev. 11/11

See reverse side for Warranty Information



LIMITED NATIONWIDE SERVICE WARRANTY

Your Complete Satisfaction is Important to us:

Thank you for your purchase. At Firestone Complete Auto Care, our goal is complete customer satisfaction. If you have any questions or concerns regarding the service you received or our nationwide limited warranty, **please contact the Manager** of the store listed on the front of this document. You may also contact Bridgestone Retail Operations, LLC Customer Retention toll free at 1-800-367-3872 or visit our website at www.FirestoneCompleteAutoCare.com.

Fixed Right Guarantee:

We promise that the services we perform will be fixed right the first time. If the automotive repair or service was performed improperly, then we will re-perform the service at no additional charge to you, during the established warranty period.

On Time Guarantee:

We value your time. If your vehicle is not ready at the time we promised, we will offer a 10% discount on your next purchase (discount cannot exceed \$25.00) which is valid at any company-owned Firestone Complete Auto Care Store. The subsequent second visit must occur within one year of the original service. This discount cannot be used to reduce outstanding debt.

What is Warrantied and for how long:

Most parts and services purchased at Firestone Complete Auto Care are covered by a minimum of twelve (12) months or 12,000 miles, whichever comes first, with some parts and services carrying a different warranty. Some exclusions may apply; please see details below. Warranties apply to parts installed and service performed on private passenger vehicles. This warranty is valid at company-owned Firestone Complete Auto Care locations.

Auto parts which prove to be unserviceable during the warranty period, will be replaced free of any additional charge for parts or labor, except as noted under "Exclusions", below.

SERVICE	PARTS	LABOR
Oil Change and Oil Filter	3 Months / 3,000 Miles (4)	3 Months / 3,000 Miles (4)
Air, Fuel, Cabin Air and Transmission Filters (for workmanship and material related issues)	6 Months / 6,000 Miles (4)	6 Months / 6,000 Miles (4)
New or Remanufactured Starters and Alternators	24 Months/ 24,000 Miles (4)	12 Months / 12,000 Miles (4)
Standard Brake Service - Brake Shoes, Disc Pads (1)	Lifetime (1)	12 Months / 12,000 Miles (4)
Standard Brake Service with Brake Fluid Exchange - Brake Shoes, Disc Pads (1) Service includes: Brake Fluid Exchange / Adjust Rear Brakes (if applicable)	Lifetime (1)	24 Months / 24,000 Miles (4)
Lifetime Brake Service - Brake Shoes, Disc Pads, Calipers and / or Wheel Cylinders, and Brake Installation Hardware (1)	Lifetime (1)	Lifetime (1)
Shocks and Struts	Lifetime	12 Months / 12,000 Miles (4)
Steering & Suspension Parts	Lifetime	12 Months / 12,000 Miles (4)
Lifetime Alignment Service (2)	N / A (2)	Lifetime
Lifetime Wheel Balance (3)	Lifetime (3)	Lifetime (3)

ALL LIFETIME WARRANTIES ARE ONLY VALID FOR AS LONG AS THE ORIGINAL CUSTOMER OWNS THE VEHICLE.

- (1) Costs of additional brake system components, including master cylinders, rotors, drums and all additional labor, are warrantied for a period of twelve (12) months or 12,000 miles, whichever comes first.
- (2) Every 6,000 miles, or whenever needed, for as long as you own the vehicle. If parts are required to restore vehicle to manufacturer's alignment specifications, then those parts and the labor required to install them are not covered.
- (3) Lifetime balance is only warrantied so long as originally balanced tire remains on wheel. If needed, additional charge may apply for resetting the Tire Pressure Monitoring System (TPMS).
- (4) Whichever comes first.

Other Service Warranty Exclusions: Replacement of anti-freeze or clamps is not included in the warranty on belts/radiator hoses. Cost of refrigerant and recharging of the air conditioning system is not included with the warranty on air conditioner parts or air conditioner compressors. Cost of additional brake system components, including rotors and drums and/or labor to restore Brake System to its safe proper operation is not included with the warranty on Brake Shoes, Disc Pads, Calipers and/or Wheel Cylinders and all other hardware. Batteries are covered by a separate warranty from the manufacturer.

Tire Warranty Information:

Tires purchased at Firestone Complete Auto Care are covered by a **Manufacturer's Limited Warranty** from workmanship and material related issues. Tires may also be covered by a **Supplemental Mileage Limited Warranty** which varies by tire brand and model. Information about these tire warranties is provided separately at the time of purchase.

GENERAL PROVISIONS (Applicable to all warranties)

WHO IS COVERED BY THE WARRANTIES LISTED IN THIS DOCUMENT? This warranty covers only the original purchaser of the installed parts and/or services.
WHERE WILL THE WARRANTIES BE HONORED? Take your vehicle to the Firestone Complete Auto Care Store which sold the warrantied parts and/or service work, or any other company-owned Firestone Complete Auto Care Store in the United States. Call **1-800-LOCATE-US** to find a company owned location.
HOW CAN A CLAIM BE MADE UNDER THE WARRANTIES? The original invoice from the store at which the original work was performed must be presented in order to get the benefit of the warranty.
WHAT OTHER CONDITIONS APPLY? The obligations undertaken in these warranties are offered only on the above items and conditions, and may not be enlarged or altered by anyone. This warranty document does not apply to products or vehicles used for commercial, racing, or off-road purposes, or to damage caused by abuse or accident.
TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE RETAIL OPERATIONS, LLC, AND ITS FIRESTONE COMPLETE AUTO CARE STORES DISCLAIM LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
CONSUMER RIGHTS: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
GIVEN BY: Firestone Complete Auto Care Stores identified in stamp or, if none, by Bridgestone/Firestone North American Tire, LLC, 535 Marriott Drive, Nashville, TN 37214.

MARTIN Automotive, Inc.

Martin Automotive, Inc.

729 S. 8th St.
 Sheboygan, WI 53081
 Phone 920-458-4631

Customer Information

R/O		Cust.: VIN BRU632817		Vehicle No: 6S632817		DATE IN
YEAR	MAKE	MODEL	COLOR	VIN: 1D7HW28KX6S632817		TIME IN
MILES IN		MILES OUT	FIRST USE	LISC.	2006 DODGE DAKOTA QU	CLOSED
SEE ALSO		SHEBOYGAN WI 53081			BLACK	WRITER

(920) 451-0100 Home
 (920) - Work
 (920) 917-7919 Cell

Stock No:
 Salesman:

Rec. Next Service: /00 Lube-Oil-Filter
 Inspection Month: 00
 Service Contract:

Exp.: /00

Memo:

R/O	Date	Odom.	TN	T	Service	Total
65650A	06/21/13		57	C	REPLACE REAR BUMPER REINFORCEMENT, INSTA	694.80
65714A	06/27/13	85103	36	C	TEST DRIVE FOR NOISE	188.68
66086A	07/29/13	86447	69	C	Lube, Oil and Filter	32.92
68045A	01/17/14	91044	69	C	Lube, Oil and Filter	32.92
68236A	02/04/14	91377	36	C	REPLACE LEFT HEADLIGHT	24.60
69338A	05/16/14	95717	36	C	Lube, Oil and Filter	32.92
69920A	07/28/14		36	C	TEST DRIVE FOR NOISE	.00
70381A	08/19/14	100184	36	C	Lube, Oil and Filter	32.92
71394A	11/21/14	104554	67	C	Lube, Oil and Filter	32.92
72067A	02/03/15	108426	67	C	Lube, Oil and Filter	32.92
72367A	03/09/15	109850	36	C	TOW IN NO STEERING	227.96
72382A	04/24/15		36	C	P/S FLUID LEAK	34.60
74285A	09/18/15	115416	36	C	Lube, Oil and Filter	32.92
74285B	09/18/15	115416	36	C	WHEEL BEARING LIKE NOISE	346.28
75209A	12/21/15	117980	36	C	REPLACE RIGHT HEAD LIGHT CUSTOMERS BULB	16.40
75456A	02/17/16	118427	36	C	INSTALL CUSTOMERS SHOCKS	1210.38
75456B	02/17/16	118427	36	C	ALIGNMENT	69.95
76162A	04/08/16	119475	69	C	Lube, Oil and Filter	32.92

P245/70R16 H
 Firestone LE2 Destination

Handwritten notes:
 \$155.19 tire (incl. tax)
 \$100.00 wheel
~~\$255.19~~
 Martin Pontiac

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

Motor vehicle repair practices are regulated by chapter ATCP 132 Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53705-8911.

QUOTE
2156015
07/15/2016

FIRESTONE COMPLETE AUTO CARE
3347 KOHLER MEMORIAL DR STE 46
SHEBOYGAN, WI. 53081-8305

SERVICE ADVISOR:
04 JENNIFER
920.458.0375

BRUNNBAUER, JOHN/GLORIA
606 FAIRWAY DR
SHEBOYGAN, WI 53081-4244

2006 DODGE DAKOTA ST [BLACK]
LIC # JA9310 WI VIN # 1D7HW28K76S632817
IN 01/01/70 12:00AM EST. MILEAGE 0

Store # 021148

QUOTE

Description	Article Number	T#	Qty	Part	Labor	Extended Price	Job Total
FIRESTONE TIRE PACKAGE							239.47
097793 DESTINATION LE2 P-METRIC OWL P245/70R16 106H 60,000 Mile Limited Warranty Promotional pricing, original selling price is \$120.99 you saved \$12.00 per tire	097793		1	108.99		108.99	
NEW TIRE WHEEL BALANCE LABOR	7013632		1		14.99	14.99	
RUBBER VALVE STEM	7015040		1	2.00		2.00	
SCRAP TIRE RECYCLING FEE	7075078		1		2.50	2.50	
TIRE INSTALLATION	7015016		1		N/C	N/C	
WHEEL	7003189		1	110.99		110.99	

Prices valid for 30 days.

Summary	
Parts	221.98
Labor	17.49
Shop Supplies	0.90
Sub	240.37
Tax	12.02
Total	252.39

THIS IS NOT AN INVOICE DO NOT PAY

VI

R. C. No. - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred R. O. No. 94-16-17 by the City Administrator to review data in anticipation of review of the borrowing policy; recommends the document be accepted and filed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

3.3

R. O. No. 94 - 16 - 17. By City Administrator. August 15, 2016.

As part of the Capital Improvements Program recommendations, the following are to be reviewed by the Finance Committee in anticipating of review of the borrowing policy:

- Review of five year historical trend to achieve Aa2 bond rating
- Impact of borrowing \$6.3 million for capital
- Estimated 2018 borrowing
- Estimated 2019 borrowing
- Funding mechanism for City Hall renovation
- General Fund Balance reserve mandated by Council Ordinance at 25%
- 2015 net change in Fund Balance
- Unassigned General Fund Balance
- Impact of borrowing on the Tax Levy

*Finance
accepted file*

City Administrator

VI

R. C. No. - 16 - 17 . By LAW AND LICENSING. September 6, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 95-16-17 by the City Clerk submitting various license applications for the period ending December 31, 2016, 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>
7460	Garcia, Stephanie M.	3320 S. 11 th Pl., #6

TAXICAB DRIVER'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9846	Waraich, Celia M.	N6233 Woodland Rd.

Consent

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 86 - 16 - 17. By CITY CLERK. August 1, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

Law & Lic
8/15/16 - grant all lic except hold. Garcia, Waraich
9/16/16 - grant Garcia & Waraich

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St. - one-day event to be held 10/1/16 to include current premise and the parking lot north of the building.

"CLASS A" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3214	Piggly Wiggly Supermarket	3124 S. Business Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1317	Alexander, Nicole M.	2330 Calumet Dr.
7389	Altenberger, Jerald J. (Club)	2620 Wedemeyer St.
9856	Babino, Kayla N.	1709 Hilltop Dr.
1256	Call, Taylor M.	312 N Main St., #3, Cedar Grove
0442	Cassady, Cara L.	3919 Mendocino Ln.
1311	Cavanh, Alina O.	1833 Cooper Ave.
6952	Ebbers, Gisela D.	522 Wilson Ave., #5
7460	Garcia, Stephanie M.	3320 S. 11 th Pl., #6
0180	Giffin, Dustin T.	16 Ottawa Place
1255	Hameister, Michael J.	1563 Golf View Dr. W.
0811	Kahlon, Ladi Singh	2723 S. 15 th St.
6708	Kidd, Larschelby E.	916A Mayflower Ave., #3
0279	Lee, Pa Kou	1726 Garden Ct.
1305	Mederos, Maria D.	1015 S. 24 th St., Manitowoc
1330	Pedersen, Emily C.	217 Nebraska Ave. N, #208, St. Paul, MN
1304	Perez, Cibi G.	628 N. 9 th St.
6544	Pfister, Richard W.	1578 Falcon Way, Sheb. Falls

1246 Portschy, Tanner J.	1454 S. 13 th St.
1322 Rodriguez, Yhonni K.	1011 Swift Ave.
1263 Sohre, Jordan PJ	2130A S. 15 th St.
0718 Steele, Lucas J. (Club)	3824 Erie Ave.
1326 Swoverland, Joshua P.	491 North Pleasantview Rd., Plymouth
9939 Villa-Rivera, Jose E.	624 10 th St., Kiel
1291 Vue, Janny	3621 Sheridan Ave., #G3
1323 Williams, Dante I.	1619 North Ave.

TAXICAB BUSINESS LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3215	Two Guys Taxi Service	1226A N. 8 th St.

TAXICAB DRIVER'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9846	Waraich, Celia M.	N6233 Woodland Rd.

VII

R. C. No. - 16 - 17 . By LAW AND LICENSING. September 6, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 75-16-17 by the City Clerk submitting various license applications for the period ending December 31, 2016, 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>
*1183	Barr, Tosha M.	1805 Bell Ave.
*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.		

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

VII

R. C. No. - 16 - 17. By LAW AND LICENSING. September 6, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 95-16-17 by the City Clerk submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that the following licenses be granted with various caveats:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2742	8 th Street Ale Haus	1132 N. 8 th St. - two-day event to be Held 9/16/17 & 9/17/16 to include parking lot/alley between 8 th and 9 th St., Erie & St. Claire Ave.
	*grant contingent upon the festival permit.	applicant obtaining the proper street
1040	Brennan's on Michigan	1101 Michigan Ave. - two-day event to be held 9/24 -9/25, 2016 to include current premise and the west & south parking lots.

"CLASS B" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3218	Lakeview Wine Bar	802 Blue Harbor Dr.
3217	Parker Johns BBQ & Pizza	705 Riverfront Dr.

Consent

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1428	Allard, Kyle P.	1415 N. 7 th St.
1384	Aschenbach, Marc R.	817 Z Ct.
8611	Basler, Katlin R.	261 Osthoff Ave., Elkhart Lake
1332	Beardsley, Amber L.	4543 S. 16 th St.
6455	Behnke, Barbara J.	1006 N. 16 th St.
9830	Butcher, Brandi A.	163 Rochester Dr., Sheb. Falls
1343	Doyle, Margaret E.	N2035 Pine Beach Rd. S, Oostburg
1392	Fricke, Stephanie Ania	910 New York Ave.
*1391	Hanson, Savannah June	930 Pershing Ave.
	*grant contingent upon the application being corrected and with a warning to include all violations on future applications.	
1388	Her, Mai C.	1607 Illinois Ave.
1377	Krump, Cheryl A.	2133 Bollmann Dr., #2C
4094	Kummer, Lynn M.	W2931 Pine Tree Circle, Sheb. Falls
1765	Loiselle, Timothy L.	2025 Folger Ct.

1406 Miler, Tara A.
1387 Negrete, Vanessa M.
5690 Schaefer, Tammy L.
0414 Schwinn, Samantha L.
1371 Stumpy, Brianna R.

1415 N. 7th St.
927 Dillingham Ave.
1519 Fieldstone Ln., Howards Grove
1627 Saemann Ave.
3516A S. 12th St., #21

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. September 6, 2016.

Your Committee to whom was referred Res. No. 82-16-17 by Alderperson Belanger authorizing the Purchasing Agent to enter into contract for the purchase of a salt brine manufacturing system from Monroe Truck Equipment in the amount of \$97,349.00 for the Department of Public Works Street Division; recommends the Resolution be approved.

_____ 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

4.6

Res. No. 82 - 16 - 17. By Alderperson Belanger. August 15, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a salt brine manufacturing system from Monroe Truck Equipment in the amount of \$97,349.00 for the Department Public Works Streets Division.

WHEREAS: The Sheboygan Dept. of Public Works intends to begin manufacturing its own salt brine as opposed to purchasing the brine in a ready to use state. This will require the purchase of a salt brine manufacturing plant and the Department has included the expenditure in its 2016 Capital budget and;

WHEREAS: The Department feels this equipment will not only lessen the cost of the brine but also give the Department the ability to use custom blends or mixes to assure maximum effectiveness in keeping the city's streets in safe winter driving conditions and;

WHEREAS: The Purchasing Agent has determined that there are two major manufacturers of this equipment and both hold a Purchasing contract with the National Joint Powers Alliance (NJPA) thereby precluding the City from the need for competitive bidding. Following a review of the specifications, the Department of Public Works has determined that the lesser priced Cargill Accubriner NXT® machine from Monroe Truck Equipment will meet all of the City's needs for the production of salt brine.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Monroe Truck Equipment in the amount of \$97,349.00 for the purchase and installation of the equipment and that the need for competitive bidding is waived as a result of the NJPA Contract.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account #70136100-641200 in payment of same.

P.W. Approve

John Belanger

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

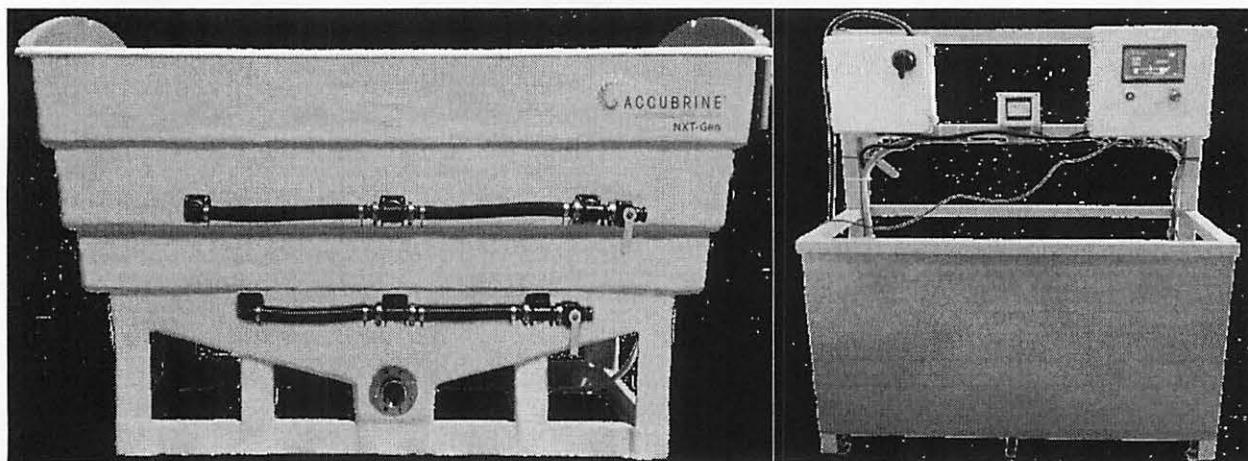
REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to Authorize Purchase of Salt Brine Production Equipment

REPORT PREPARED BY: Bernard R. Rammer

REPORT DATE: August 10, 2016

MEETING DATE: August 23, 2016



FISCAL SUMMARY:

Budget Line Item: 70136100-641200
Budget Summary: Motor Vehicle Fund
Budgeted Expenditure: \$ 120,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This resolution authorizes the department to a Cargill Accubrine NXT salt brine production system.

STAFF COMMENTS:

The specifications of similar systems from two manufacturers were reviewed and staff determined the lesser cost system offered by Cargill will meet all of their needs. The Brine manufactured will be stored in the (2) existing brine storage tanks in the Municipal Service Building. This system will reduce the cost per gallon of the brine as well as allow for the department to custom blend the brine resulting in improved overall de-icing of the streets in the City of Sheboygan.

ACTION REQUESTED:

It is the recommendation of the Department that the Public Works Committee approves this request and supports passage of the Resolution. Total cost of the equipment including installation is \$97,349.00

ATTACHMENTS:

I. Res. __-16-17

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. September 6, 2016.

Your Committee to whom was referred Res. No. 83-16-17 by Alderperson Donohue urging the Governor and the state Legislature to agree upon a sustainable solution for road repairs across Wisconsin; recommends the Resolution be approved.

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

4.7

Res. No. 83 - 16 - 17. By Alderperson Donohue. August 15, 2016.

A RESOLUTION urging the Governor and the state Legislature to agree upon a sustainable solution for road repairs across Wisconsin.

WHEREAS, local government in Wisconsin is responsible for about 90% of the road miles in the state; and

WHEREAS, Wisconsin's diverse economy is dependent upon county and town roads as well as city and village streets and transit systems across the state; and

WHEREAS, according to "Filling Potholes: A New Look at Funding Local Transportation in Wisconsin," commissioned by the Local Government Institute of Wisconsin (LGI) the condition of Wisconsin's highways are now in the bottom third of the country; and

WHEREAS, state funding for local roads in Wisconsin has failed to keep up with costs over the past several decades which has adversely affected local transportation finances. According to "Filling Potholes," municipal transportation spending has declined from \$275 per capita in 2000 to \$227 in 2012; and

WHEREAS, high quality and fast transit systems are critical to attracting businesses and people to urban areas, yet state funding for transit is less today than it was five years ago; and

WHEREAS, levy limits and the expenditure restraint program do not allow local governments to make up for the decrease in state funding; and

WHEREAS, Wisconsin's over-reliance on borrowing eats away at the state's segregated funding sources - the state gas tax and vehicle registration fees - which increasingly pay debt service rather than fund transportation needs; and

WHEREAS, safety is a primary concern and responsibility of local governments across Wisconsin. Unfortunately, according to TRIP, a national non-profit transportation research group, Wisconsin had 347 non-interstate, rural road fatalities in 2013; and

WHEREAS, the Sheboygan Common Council recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin. Both local and state roads need to be properly maintained in order for our economy to grow; and

WHEREAS, from a competitive standpoint Wisconsin motorists pay significantly less than any of our neighbors when you combine the annual cost of the state gas tax and vehicle registration fees; and

*Sub Hts.
Approve*

WHEREAS, the Transportation Finance and Policy Commission, appointed by the Governor and Legislature clearly found that if Wisconsin does not adjust its user fees, the condition of our state and local roads as well as local transit systems will deteriorate significantly over the next decade.

NOW, THEREFORE, BE IT RESOLVED, that the Sheboygan Common Council urges the Governor and Legislature to #JustFixItWI and agree upon a sustainable solution for road repairs across Wisconsin: one that includes a responsible level of bonding and adjusts our user fees to adequately and sustainably fund Wisconsin's multi-modal transportation system. Furthermore, the Sheboygan Common Council directs the City Clerk to send a copy of this resolution to our State Legislators, Governor Scott Walker and the League of Wisconsin Municipalities.



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. September 6, 2016.

Your Committee to whom was referred Res. No. 84-16-17 by Alderperson Belanger authorizing filing the Urban Forestry grant application for the purpose of receiving financial assistance for the management of the City of Sheboygan's Urban Forest; recommends that the attached Substitute 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

4.8

Subs. of Res. No. 84 - 16 - 17. By Alderperson Belanger.
September 6, 2016.

A RESOLUTION authorizing the appropriate City Officials to file the Urban Forestry grant application for the purpose of receiving financial assistance for the management the City of Sheboygan's Urban Forest.

WHEREAS, the City of Sheboygan hereby requests obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects specified in s. 23.097(1g) and (1r) Wis. Stats;

WHEREAS, this is a 50/50 matching grant program.

WHEREAS, the City is applying for up to \$50,000.00 in forestry management projects and will be responsible to match \$25,000 of the projects in cash, labor, services equipment or supplies or donations by a third party.

WHEREAS, the applicant must complete and pay for the entire project and then request reimbursement.

NOW, THEREFORE, BE IT RESOLVED: That the applicant, City of Sheboygan, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

BE IT FURTHER RESOLVED: The applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Superintendent of Parks and Forestry, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

P. H. approve Subs.

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

4.8

Res. No. 84 - 16 - 17. By Alderperson Belanger. August 15, 2016.

A RESOLUTION authorizing the appropriate City Officials to file the Urban Forestry grant application for the purpose of receiving financial assistance for the management the City of Sheboygan's Urban Forest.

WHEREAS, the City of Sheboygan hereby requests obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects specified in s. 23.097(1g) and (1r) Wis. Stats;

WHEREAS, this is a 50/50 matching grant program.

WHEREAS, the City is applying for up to \$50,000.00 in forestry management projects and will be responsible to match \$25,000 of the projects in cash, labor, services equipment or supplies or donations by a third party.

WHEREAS, the applicant must complete and pay for the entire project and then request reimbursement.

NOW, THEREFORE, BE IT RESOLVED: That the applicant, City of Sheboygan, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED: The applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers (position title of Authorized Representative, e.g. City Forester or Village Administrator), its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Approved

[Signature]

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 PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Regarding a Request to Apply to Obtain a Cost-Share Grant for the Purpose of Funding Urban and Community Forestry Projects.

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

REPORT DATE: August 10, 2016

MEETING DATE: August 15, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

Wisconsin Statutes: 23.097
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan has a newly adopted Urban Forestry Management Plan. The City's goal is to start planting 500 street trees a year.

STAFF COMMENTS:

At this time, the City has 3,000 open street planting sights available. In spring of this year, EAB was found in the City. The UFM Plan projected that 5,000 ash trees will die over the next four to six years. The planting of trees is crucial at this time to avoid furthering our Urban Forest deficiency.

ACTION REQUESTED:

Motion to recommend the Common Council refer to the Public Works Committee to authorize the Superintendent of Parks and Forestry to apply for a cost-share grant from the Wisconsin DNR for the purpose of purchasing trees to be planted in the road right-of-way in the City of Sheboygan and other community forestry projects needed outlined in the City's Urban Forestry Management Plan.

ATTACHMENTS:

- I. Resolution ___-16-17

II

R. O. No. _____ - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting an application from Betty Grothe for a change in the zoning classification of property located at 1123 N. 29th St. from Class SO Suburban Office to MR Mixed Residential Classification.

City Plan

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 161469
FILING FEE: \$200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP
(Requirements Per Section 15.903)
Revised May, 2012

AUG 17 '16 AM 11:14

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Betty Grothe PHONE NO.: (920) 892-6377
ADDRESS: 955 Anton Rd., Plymouth ⁵³⁰⁷³ EMAIL: _____
OWNER OF SITE: _____ PHONE NO.: () _____

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1123 N 29 St. - Sheb.

N/A LEGAL DESCRIPTION: _____

PARCEL NO. _____ MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Suburban Office

PROPOSED ZONING DISTRICT CLASSIFICATION: Mixed Residential

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

Single Family Dwelling

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

Single Family Dwelling - want to sell property

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____

see attached

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain: *Want to make single family dwelling a legal conforming use and sell the home (presently a non-conforming use in the SD zone)*

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? _____

see attached.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Betty Grothe
APPLICANT'S SIGNATURE

8-12-16
DATE

Betty Grothe
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

From: Leslie Sanzo [mailto:lesliesanzo45@gmail.com]
Sent: Sunday, August 14, 2016 4:51 PM
To: Sokolowski, Steve
Subject: rezoning of property at 1123 N. 29th Street (Betty Grothe)

Dear Mayor & Council,

I am writing this letter to request the property on 1123 N. 29th Street Sheboygan, be rezoned from Suburban Office to Mixed Residential for the following reasons:

1. The house was built around 1968 and the use has always been a single-family since the home was constructed.
2. Rezoning to Mixed Residential will be compatible with the rest of the residential neighborhood to the north of the property.
3. With the present zoning potential lenders have real concerns about lending money to potential buyers. By rezoning the property to residential this makes it easier for potential buyers to purchase the home because mortgage companies will lend them the money to purchase the property.
4. There was a buyer but because of the legal nonconforming status they decided not to pursue purchasing the house.
5. It appears to be an error that it was zoned Suburban Office because the use has always been a single-family dwelling.

Betty Grothe - Executor

Betty Grothe - Executor

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

For Official Use
FILED CIRCUIT COURT
PROBATE DIVISION

IN THE MATTER OF THE ESTATE OF

Amended

GILBERT MERTES, Deceased.

Letters of
Special Administration
(Formal Administration)

15 AUG 18 P5:06

Case No. 15 PR 79

SHEBOYGAN COUNTY
WISCONSIN

To: Betty Grothe
955 Anton Road
Plymouth, WI 53073

The decedent, with date of birth October 26, 1927 and date of death August 10, 2015,
was domiciled in Sheboygan County, State of Wisconsin.

You are granted

only these specific powers: to access, marshal, inventory, protect, sell or invest funds and retain securities; access safe deposit box; conserve any assets of decedent; satisfy mortgages; and pay any debts of decedent.

all the same powers, duties and liabilities as a personal representative.

Except: _____

Other: _____

BY THE COURT:

Timothy M Van Alben

(Seal)

Circuit Court Judge Circuit Court Commissioner

Timothy M. Van Alben
Name Printed or Typed

August 18, 2015
Date

THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN THIS OFFICE AND HAS BEEN COMPARED BY ME. I FURTHER CERTIFY THAT THESE LETTERS ARE OF FULL FORCE AND EFFECT AS OF THIS DATE.

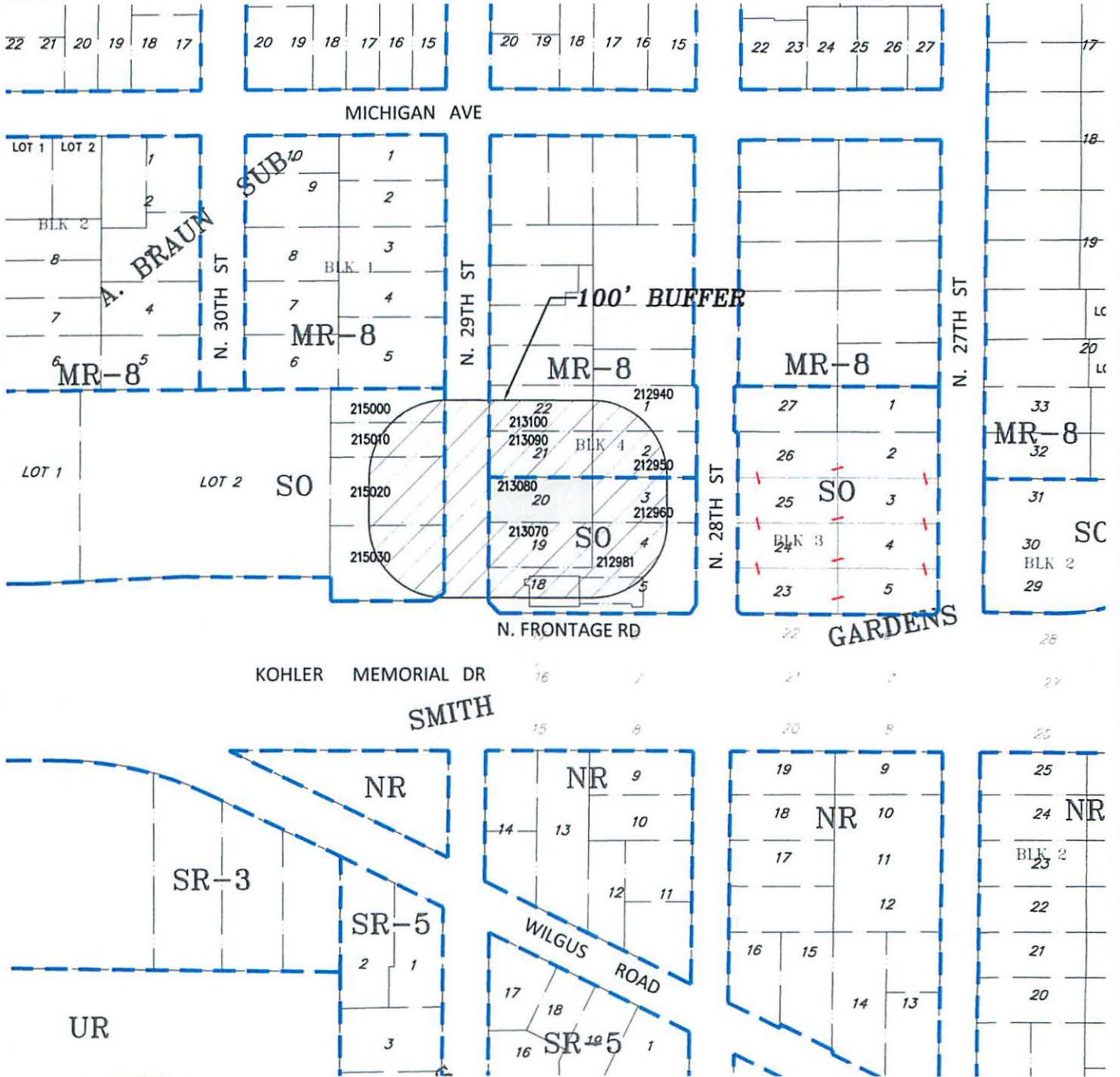
ATTEST: *August 19, 2015*
[Signature]

REGISTER IN PROBATE
SHEBOYGAN COUNTY CIRCUIT COURT

Form completed by: (Name) Attorney David A. Van de Water	
Address GRUHLE, FESSLER & VAN DE WATER 802 Michigan Avenue Sheboygan, WI 53081	
Telephone Number (920) 457-7737	Bar Number 01010073

PROPOSED ZONING CHANGE FROM SO TO MR-8 SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 20, BLOCK 4 OF SMITH GARDENS SUBDIVISION, LOCATED IN THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 21, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 8,383 SQ. FT.



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 161469

License No: 0000

Date: 08/17/2016

Received By: MMD

Received From: BETTY GROTHE

Memo: BETTY GROTHE AMENDMENT TO OFFICIAL ZONING MAP

Method of Payment: \$200.00 Check No. 552

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association successor by merger with Firststar Bank, N.A. v Luis E. Olmedo et al.

Inance

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger with Firststar Bank, N.A.
4801 Frederica Street
Owensboro, KY 42301

SUMMONS

Case No. 16CV0437

Plaintiff,
vs.

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Luis E. Olmedo
1520 Superior Ave
Sheboygan, WI 53081-2441

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

Faith R. Olmedo a/k/a Faith Haase
1520 Superior Ave
Sheboygan, WI 53081-2441

✓ City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Lakeshore CAP, Inc., a Wisconsin non-profit Corporation
c/o Michael Huck, Registered Agent
702 State St
Manitowoc, WI 54220-4034

Health Payment Systems Inc
c/o James A Brindley, Registered Agent
735 N Water St
Milwaukee, WI 53202-4100

Defendants.

SHEBOYGAN COUNTY
WISCONSIN
2016 AUG 12 A 11:13
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or

8-23-16
3:57P

disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 11th day of August, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
070338F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

U.S. Bank National Association successor by merger with Firststar Bank, N.A.
4801 Frederica Street
Owensboro, KY 42301

COMPLAINT

Case No. 16CV0437

Plaintiff,
vs.

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Luis E. Olmedo
1520 Superior Ave
Sheboygan, WI 53081-2441

Faith R. Olmedo a/k/a Faith Haase
1520 Superior Ave
Sheboygan, WI 53081-2441

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Lakeshore CAP, Inc., a Wisconsin non-profit Corporation
c/o Michael Huck, Registered Agent
702 State St
Manitowoc, WI 54220-4034

Health Payment Systems Inc
c/o James A Brindley, Registered Agent
735 N Water St
Milwaukee, WI 53202-4100

Defendants.

SHEBOYGAN COUNTY
WISCONSIN
2016 AUG 12 A 11:13
CLERK CIRCUIT COURT
FILED

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county. a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Luis E. Olmedo and Faith R. Olmedo a/k/a Faith Haase .
3. There has been a failure to make contractual payments as required, and there is now due

and owing to plaintiff the principal sum of \$39,444.45 together with interest from the 1st day of April, 2014.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 11th day of August, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

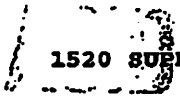
Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Multistate

NOTE

FHA Case No. [REDACTED]

JULY 28, 2000
(Date)



1520 SUPERIOR AVENUE, SHEBOYGAN, WISCONSIN 53081
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means

FIRSTAR BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of

FORTY NINE THOUSAND FIVE HUNDRED NINETY ONE AND NO/100 Dollars (U.S. \$ 49,591.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of EIGHT AND 625/1000 percent (8.625 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on SEPTEMBER 1, 2000. Any principal and interest remaining on the first day of AUGUST 2030, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 4801 FREDERICA STREET, OWENSBORO, KY 42301

or at such place as Lender may designate in writing

by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 385.72. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

- Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 10/95



VMP MORTGAGE FORMS - (800)521-7291

Initials: FU LO



6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR AND NO/100 percent (4.00 %)** of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

Luis E. Olmedo (Seal)
LUIS E. OLMEDO -Borrower

Faith R. Olmedo (Seal)
FAITH R. OLMEDO -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

~~PAY TO THE ORDER OF
PAY TO THE ORDER OF
____ (Seal)
____ -Borrower
____ (Seal)
____ -Borrower~~

PAY TO THE ORDER OF (Seal)
Mississippi Valley Life Insurance Co. -Borrower
WITHOUT RECOURSE.
FIRSTAR BANK, N.A. (Seal)
____ -Borrower

BY Teresa Bulver
TERESA BULVER
ASSISTANT VICE-PRESIDENT

BY Teresa Bulver
TERESA BULVER
ASSISTANT VICE-PRESIDENT

12345 -1R (9801)

EXHIBIT A

MORTGAGE

DOCUMENT NUMBER:

SHEBOYGAN COUNTY, WI
RECORDED ON

07-28-2000 4:20 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 24.00
TRANSFER FEE:

041447 5

NAME & RETURN ADDRESS:

LOAN: [REDACTED]
RECORD & RETURN TO:
FIRSTSTAR BANK, N.A.
1550 EAST 79TH STREET
BLOOMINGTON, MN 55425

PARCEL IDENTIFIER NUMBER:

600230

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on JULY 28, 2000
The Mortgagor is

LUIS E. OLMEDO AND FAITH R. OLMEDO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRSTSTAR BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and
whose address is 4801 FREDERICA STREET, OWENSBORO, KY 42301

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

FORTY NINE THOUSAND FIVE HUNDRED NINETY ONE AND NO/100

Dollars (U.S. \$ 49,591.00).

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

AUGUST 1, 2030. 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

FHA Wisconsin Mortgage - 4/96

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8

Initials: LO FO

EXHIBIT B

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

THE WEST TWENTY (20) FEET OF LOT THREE (3) AND THE EAST TWENTY (20) FEET OF LOT FOUR (4), BLOCK SIXTEEN (16) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1520 SUPERIOR AVENUE, SHEBOYGAN [Street, City], Wisconsin 53081 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.



Initials: LOFE

EXHIBIT B

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act"), (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

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

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

- Condominium Rider
- Growing Equity Rider
- Other (specify)
- Planned Unit Development Rider
- Graduated Payment Rider

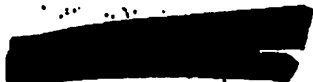


EXHIBIT B

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

Luis E. Olmedo (Seal)
LUIS E. OLMEDO -Borrower

Faith R. Olmedo (Seal)
FAITH R. OLMEDO -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, SHEBOYGAN County ss:
The foregoing instrument was acknowledged before me this JULY 28, 2000
(date)
by LUIS E. OLMEDO AND FAITH R. OLMEDO, HUSBAND AND WIFE

My Commission Expires: June 20, 2004
(Seal)

(person acknowledging)

Kathleen Kooser
Notary Public, State of Wisconsin



This instrument was prepared by

SAMANTHA STAHL
FIRSTAR BANK, N.A.
809 SOUTH 60TH STREET
WEST ALLIS, WISCONSIN 53214



REAL ESTATE MORTGAGE

BORROWER: LUIS AND FAITH OLMEDO, HUSBAND AND WIFE

LENDER: CITY OF SHEBOYGAN

DATED: 7/28/00

**RECORDED: 7/28/00
INSTRUMENT # 1575795**

**BOOK: 1750 PAGE: 94
AMOUNT: \$3,500.00**

MORTGAGE

BORROWER: LUIS E. OLMEDO AND FAITH R. OLMEDO

LENDER: LAKESHORE CAP. INC., A WISCONSIN NON-PROFIT CORPORATION

DATED: 7/28/00

**RECORDED: 1/22/01
INSTRUMENT # 1587930**

**BOOK: 1782 PAGE: 800
AMOUNT: \$14,999.00**

MORTGAGE

BORROWER: LUIS E. OLMEDO AND FAITH R. OLMEDO, A MARRIED COUPLE

LENDER: LAKESHORE CAP. INC., A WISCONSIN NON-PROFIT CORPORATION

DATED: 7/28/00

**RECORDED: 1/22/01
INSTRUMENT # 1587931**

**BOOK: 1782 PAGE: 802
AMOUNT: \$2,037.00**

NAME SEARCH RAN ON: LUIS OLMEDO, FAITH OLMEDO

MORTGAGE FORECLOSURE: NONE

JUDGMENTS:

**CASE #: 2013SC002711
PLAINTIFF: HEALTH PAYMENT SYSTEMS INC
DEFENDANT: LUIS OLMEDO, FAITH OLMEDO
AMOUNT: \$708.50 PLUS INTEREST COSTS & FEES
DOCKETED: 11/13/13**

MECHANIC'S LIENS: NONE

CHILD SUPPORT LIENS: NONE

MUNICIPAL LIENS: NONE

II

R. O. No. _____ - 16 - 17. By City Administrator. September 6, 2016.

Submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison.

*Finance,
Law & Licensing,
Public Protection & Safety,
Pub Works &
Sal. & Brev.*

City Administrator

BUDGET SUMMARY

2017

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2017 Executive
Revenue							
Property tax levy	15,233,665	2,415,741	2,886,889	1,102,507	0	511,547	22,150,349
Taxes other than property tax levy	199,097	1,412,000	3,145,254	803,950	0	0	5,560,301
Licenses and Permits	902,990	625,000	0	0	0	31,000	1,558,990
Intergovernmental	14,203,098	1,362,644	521,297	1,122,250	0	2,630,628	19,839,917
Intergovernmental Charges for Services	254,000	0	0	0	0	8,116	262,116
Charges for Services	1,537,135	2,067,350	0	0	9,400	27,632,614	31,246,499
Fines and Forfeitures	284,850	800,000	0	0	0	0	1,084,850
Miscellaneous Revenue	360,150	833,860	36,498	4,154,000	10,795	847,407	6,242,710
Interfund Transfers	2,855,572	350,000	1,248,167	1,172,000	0	7,122	5,632,861
Other Revenue Sources	0	0	0	10,334,909	0	0	10,334,909
Total Revenue	35,830,557	9,866,595	7,838,105	18,689,616	20,195	31,668,434	103,913,502
Expenditures							
General Government	3,705,213	529,290	47,699	4,000,000	0	9,576,919	17,859,121
Public Safety	20,616,502	751,048	0	1,172,445	0	0	22,539,995
Public Works	8,405,579	0	0	5,478,229	0	9,457,670	23,341,478
Health and Human Services	249,821	0	0	0	750	0	250,571
Culture and Recreation	2,483,926	4,832,064	0	5,680,242	0	198,435	13,194,667
Conservation and Development	351,149	1,119,026	0	1,170,000	0	0	2,640,175
Transfers and other expenses	233,083	3,318,325	7,677,181	1,132,755	1,250	10,559,188	22,921,782
Total Expenditures	36,045,273	10,549,753	7,724,880	18,633,671	2,000	29,792,212	102,747,789
Excess of revenues over (under) expenditures	-214,716	-683,158	113,225	55,945	18,195	1,876,222	1,165,713
Fund Balance, January 1	21,556,234	1,753,600	7,702,517	3,294,080	2,088,800	0	36,395,231
Fund Balance, December 31	21,341,518	1,070,442	7,815,742	3,350,025	2,106,995	0	35,684,722
Net Position, January 1	0	0	0	0	0	85,196,885	85,196,885
Net Position, December 31	0	0	0	0	0	87,073,107	87,073,107
Net Property Tax Required	15,233,665	2,415,741	2,886,889	1,102,507	0	511,547	22,150,349

GENERAL FUND EXPENDITURE SUMMARY

	2014 Actual	2015 Actual	2016 Amended	2016 Estimated	2017 Requested	2017 Executive
<u>General Government</u>						
Office of the Mayor	418,913	406,054	457,149	451,764	262,788	162,848
Office of the City Administrator	0	0	0	0	290,891	290,891
Council	120,650	119,879	123,630	123,630	128,374	130,374
Clerk	355,632	311,776	364,192	352,862	339,376	340,984
Elections	77,541	45,169	190,000	190,000	61,973	61,973
Finance	960,281	926,112	999,549	978,972	870,042	870,186
Assessing	443,506	399,850	374,973	367,873	326,898	326,898
Human Resources	210,652	295,794	263,231	258,124	286,715	261,727
Office of the City Attorney	444,393	452,785	435,787	419,880	421,339	421,399
City Hall	266,612	196,350	284,713	252,874	196,460	196,460
Insurance	166,403	188,392	398,394	322,624	301,470	301,470
Employee Benefits	104	100	340,003	340,003	340,003	340,003
Total General Government	3,464,687	3,342,261	4,231,621	4,058,606	3,826,329	3,705,213
<u>Public Safety</u>						
Police	11,222,893	11,147,361	11,994,026	14,120,060	11,954,409	11,974,428
Fire	8,350,630	7,871,970	8,078,986	7,596,413	7,866,571	7,904,894
Building Inspection	600,992	633,145	720,041	734,708	731,209	731,401
Civil Defense	5,406	0	5,600	5,600	9,454	5,779
Total Public Safety	20,179,921	19,652,476	20,798,653	22,456,781	20,561,643	20,616,502
<u>Public Works</u>						
Administration	248,101	244,056	249,542	247,182	257,941	258,037
Engineering	504,633	568,315	538,959	537,959	666,602	674,833
Streets/Alleys/Sidewalks	4,253,622	4,211,681	4,940,333	4,827,872	5,145,050	5,147,134
Sanitation	2,277,143	2,163,275	2,397,878	2,292,878	2,325,467	2,325,575
Total Public Works	7,283,499	7,187,327	8,126,712	7,905,891	8,395,060	8,405,579
<u>Health and Human Services</u>						
Cemetery	286,960	233,341	247,952	236,077	249,797	249,821
Total Health and Human Services	286,960	233,341	247,952	236,077	249,797	249,821
<u>Parks and Recreation</u>						
Parks	2,337,286	2,310,188	2,414,361	2,401,161	2,316,798	2,311,074
Senior Activity Center	177,845	162,029	181,998	175,238	172,840	172,852
Total Parks and Recreation	2,515,131	2,472,217	2,596,359	2,576,399	2,489,638	2,483,926
<u>City Development</u>						
City Development	935,197	565,125	254,880	459,362	266,125	351,149
Total City Development	935,197	565,125	254,880	459,362	266,125	351,149
<u>Other Financing Sources</u>						
Interfund Transfers	3,892	429	3,545	3,545	3,367	3,367
Unclassified	47,768	50,592	15,000	15,000	229,716	229,716
Total Other Financing Sources	51,660	51,021	18,545	18,545	233,083	233,083
TOTAL GENERAL FUND	34,717,055	33,503,768	36,274,722	37,711,661	36,021,675	36,045,273

	2014	2015	2016	2016	2017	2017
	Actual	Actual	Amended	Estimated	Requested	Executive
Special Revenue Funds						
MEG Unit Fund	32,405	31,121	53,827	53,827	53,827	53,827
Block Grant Fund	0	0	0	0	653,404	653,404
Housing Revolving Loan Fund	287,420	186,400	271,192	271,192	270,622	270,622
Business Revolving Loan Fund	12,000	300,000	500,000	1,620,000	150,000	150,000
Mead Library Fund	3,174,510	3,102,573	3,033,846	3,000,692	3,079,654	3,079,654
Tourism Fund	1,209,062	1,343,032	1,241,496	1,301,526	2,013,503	2,013,503
Park, Forestry and Open Smith	0	0	0	0	110,000	110,000
Cable TV Fund	460,980	523,362	637,620	696,927	687,899	637,529
Municipal Court Fund	1,244,517	898,658	904,500	870,799	804,500	804,500
Ambulance Fund	1,208,776	1,342,820	1,234,957	1,234,957	1,208,500	1,208,500
Special Assessment Fund	499,648	448,471	345,024	345,024	612,134	612,134
Harbor Centre Marina Fund	1,008,381	1,013,501	879,520	862,120	911,080	911,080
Redevelopment Authority Fund	21,440	66,498	15,000	30,000	45,000	45,000
Storm Water Fund	0	44	88,812	88,812	0	0
E H Maywood Park Fund	31,208	25,596	0	0	0	0
Total Special Revenue Funds	9,190,347	9,282,076	9,205,794	10,375,876	10,600,123	10,549,753
Debt Service Funds						
G O Debt Service Fund	5,392,881	8,122,612	4,422,673	5,016,588	4,551,988	4,551,988
Convention Center Debt Fund	1,168,916	0	0	0	0	0
TID 5 Debt Service Fund	378	2,927	150	3,448	3,448	3,448
TID 6 Debt Service Fund	1,839,273	1,805,047	1,567,249	1,567,249	1,372,755	1,372,755
TID 7 Debt Service Fund	106,271	2,176	150	189,746	0	0
TID 10 Debt Service Fund	265,714	58,851	176,409	57,229	61,003	61,003
TID 11 Debt Service Fund	788,373	457,875	452,303	462,953	535,803	535,803
TID 12 Debt Service Fund	169,873	162,228	168,848	168,848	161,284	161,284
TID 13 Debt Service Fund	223,319	290,687	316,569	298,044	298,044	298,044
TID 14 Debt Service Fund	299,190	351,400	358,275	331,362	331,362	331,362
TIF 15 Debt Service Fund	157,439	166,931	175,051	158,815	158,815	158,815
TID 16 Debt Service Fund	0	0	0	150	86,434	86,434
Environmental TID Debt Fund	165,505	164,331	158,830	158,830	163,944	163,944
Total Debt Service Funds	10,577,132	11,585,065	7,796,507	8,413,262	7,724,880	7,724,880
Capital Project Funds						
Capital Project Fund	501,251	1,016,609	1,064,250	1,064,250	7,620,007	7,620,007
Capital Improvement Fund	996,593	1,774,014	4,992,287	4,992,287	10,339,909	10,339,909
Industrial Park Fund	2,191,096	85,989	4,100	4,100	313,755	313,755
TID 6 Capital Fund	0	0	0	113,836	0	0
TID 12 Capital Fund	0	0	102,528	102,528	150,000	150,000
TID 16 Capital Fund	0	0	3,945,500	3,945,500	210,000	210,000
Total Capital Project Funds	3,688,940	2,876,612	10,108,665	10,222,501	18,633,671	18,633,671

	2014	2015	2016	2016	2017	2017
	Actual	Actual	Amended	Estimated	Requested	Executive
Internal Service Funds						
Motor Vehicle Fund	2,465,997	2,271,903	1,989,788	2,440,270	2,463,659	2,463,743
Health Insurance Fund	7,311,753	7,714,626	7,826,837	7,382,780	7,412,972	7,412,984
Liability Insurance Fund	210,228	176,965	577,000	593,436	598,900	598,900
Workers Compensation Fund	646,723	651,424	602,466	605,526	659,154	659,178
Information Technology Fund	902,911	953,446	1,345,072	1,310,633	905,821	905,857
Total Internal Service Funds	11,537,612	11,768,364	12,341,163	12,332,645	12,040,506	12,040,662
Enterprise Funds						
Water Utility Fund	6,779,994	6,782,978	5,554,484	5,273,034	5,680,721	5,680,721
Wastewater Utility Fund	6,920,219	6,825,803	7,595,304	7,505,981	7,343,663	7,343,927
Transit Utility Fund	4,554,159	4,368,035	4,041,541	4,085,000	4,062,830	4,062,830
Parking Utility Fund	376,570	381,885	686,784	660,130	465,637	465,637
Boat Facilities Fund	80,928	84,605	96,300	296,300	198,435	198,435
Total Enterprise Funds	18,711,870	18,443,306	17,974,413	17,820,445	17,751,286	17,751,550
Fiduciary Funds						
Cemetery Perpetual Care Fund	664	2,066	540	2,000	2,000	2,000
Everhard/Forrer Trust Fund	14,069	10,297	7,540	0	0	0
Total Fiduciary Funds	14,733	12,363	8,080	2,000	2,000	2,000

II

R. O. No. - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting communications from Advanced Disposal, SACO AEO Polymers and American Excelsior Company requesting that the temporary stop lights installed at the intersection of Washington Ave. and S. 32nd St. during the Highway 28/I-43 reconstruction project be made permanent.

ppx 5.

City Clerk



Ms. Susan Richards
City Clerk
City of Sheboygan
SRichards@ci.sheboygan.wi.us

Dear Ms. Richards, Mayor Vandersteen, Alderpersons:

In a recent discussion with our Business Park neighbor, SACO AEI Polymers, we were surprised to learn that the traffic lights installed at the intersection of 32nd and Washington were installed on a temporary basis to control traffic until the completion of the construction on Highway 28 and I 43. We feel that the lights are long over due and should be a permanent solution to allow safe travel to enter and exit the Business Park. Mr. Glen Genske has shared both the letters he and Mr. Gilbert Nimm from American Excelsior Company sent to you. I couldn't agree more with both of their assessments of the situation!

Advanced Disposal Services operates 21 routed trucks a day as well as providing a drop off site for 3rd party haulers and residents utilizing the Solid Waste Transfer Station. The three intersections to enter and exit the Business Park have blind spots and traffic traveling 10-15 mph over the posted speed limit. These challenges make it unsafe for our employees, vendors, visitors and the general public to safely enter or exit the Business Park. The addition of the lights on Washington and 32nd have given a safe solution.

We respectfully request that the City take the necessary actions to make the lights a permanent solution. We, too, would like our voice to be heard by the Council and have our concerns be sent to the Public Protection and Safety Committee as well as the Public Works Committee. If you have any questions please contact me directly.

Sincerely


Michael Thun
Site Manager
Advanced Disposal Services
P: 920-694-3545



3220 Crocker Avenue, Sheboygan, WI 53081 | 920.803.0778 Tel | 920.803.0779 Fax

June 14th, 2016

Ms. Susan Richards
City Clerk,
City of Sheboygan
SRichards@ci.sheboygan.wi.us

Dear Ms. Richards, Mayor Vandersteen, Alderpersons:

We are writing to advise you of how pleased we are to have the traffic lights installed at the intersection of Washington Avenue and 32nd Street! So many accidents have happened at that intersection, as it had become very dangerous to turn left onto 32nd Street from Washington or turn left onto Washington Avenue from 32nd Street. Cars traveling west on Washington Avenue start accelerating rapidly once they go under the railroad viaduct, and it's difficult to turn across so many lanes of traffic safely. It is not uncommon for traffic to be traveling as fast as 45-55 mph in either direction, in the 35 mph speed zone.

It is our understanding that the lights are an interim solution due to the need to safely route traffic during the current road construction on Washington Avenue/Highway 28. As noted in the above paragraph, even without the road construction we feel that the intersection is unsafe. Our request is to keep the traffic lights there as a permanent solution! Also, we would ask that the traffic lights are not placed in "flashing mode" with 32nd Street traffic having "red" and Washington Street "yellow" lights flashing. In our opinion, it does nothing to assist with controlling the speed of neither Washington Street traffic nor safe access to and from Washington Street from 32nd Street. Our company has been growing over the years, as well as other companies in the area (Acuity expansion, for example) and new construction (ours, Old Wisconsin) has added additional traffic to the area. We feel that it would definitely make it safer for our employees if the traffic lights would be put in place permanently and request that the City take appropriate action to support our request.

We also request that this letter be read during a Council meeting and then sent to Public Protection and Safety Committee and possibly the Public Works Committee as well. Would you please advise us of the letter's disposition and contact us when it goes to committee so that we can have a representative in attendance?

Very Sincerely,

A handwritten signature in black ink that reads "Glen Genske". The signature is written in a cursive style with a large, sweeping initial "G".

Glen Genske
Operations Manager
SACO AEI Polymers

American Excelsior Company®



Flexible Foam Division

3127 South 31st Street, Sheboygan, WI 53081

Ms. Susan Richards
City Clerk,
City of Sheboygan
SRichards@ci.sheboygan.wi.us

Dear Ms. Richards, Mayor Vandersteen, Alderpersons:

In a recent discussion with our Business Park neighbor, SACO AEI Polymers, we were dismayed to learn that the traffic lights installed at the intersection of Washington Avenue and 32nd Street were installed as a temporary traffic control measure only until completion of the reconstruction project at the Highway 28 and I-43. It had been our belief that this long awaited, much needed and very positive advancement for the safety and accessibility to the industrial park would be permanent. Mr. Glen Genske was gracious enough to share with me his letter to you. I applaud him for reaching out to you and others in our "neighborhood" in an effort to put a spotlight the very real need for continued traffic control at this intersection. And, I could not agree more with his assessment of the situation!

While his letter points to the safety and wellbeing of our employees, I would further point out that with the growth of business also comes traffic from delivery vans and semi-trailer truck traffic. Certainly, drivers familiar with the area would choose to enter from Taylor Drive where a right hand turn onto Crocker or Paine Ave. is the safest way in. However much of this type of traffic is by people unfamiliar and they often use mapping devices that route them to 32nd street where they must make a left turn across two lanes of fast moving traffic on Washington Ave. and often become an unwilling and dangerous road block.

Exiting the park is equally difficult and dangerous. The majority of truck traffic leaving the park returns to I-43. To do so they either exit left onto Taylor from Crocker or Paine Ave and must cross two lanes of traffic at uncontrolled intersections. To avoid that difficulty the frequent option is to exit via 32nd Street where they must turn right onto Washington and are force to use both west bound lanes in order to execute the turn. Without the traffic lights at Washington and 32nd street, all traffic in and out of the park will be through uncontrolled intersections. The addition of the lights currently in place at 32nd and Washington has added a significant level of safety and ease of movement for our business traffic as well as our employees and visitors.

For all of the reasons indicated above, we respectfully request that the City take the necessary actions to make the lights a permanent fixture. We, too, would like our voice to be heard by the by the Council and have our concerns sent to the Public Protection and Safety Committee and Public Works Committee. Should you have questions, do not hesitate in contacting me directly.

Regards,

Gilbert J. Nimm
General Manager
American Excelsior Company
Phone: 920-458-4333

II

R. O. No. - 16 - 17. By FIRE CHIEF. September 6, 2016.

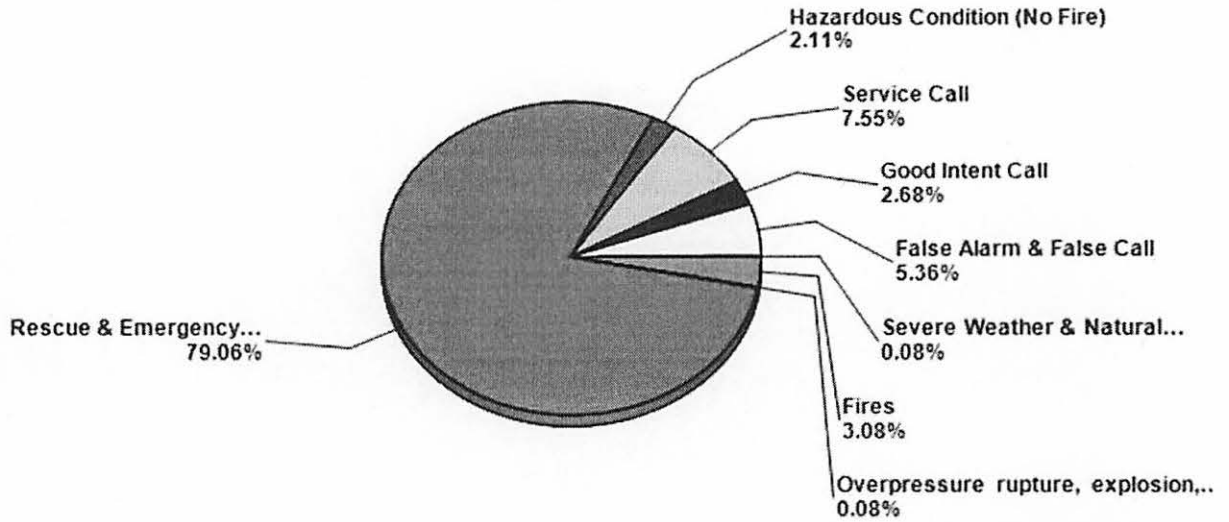
Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing April 1, 2016 and ending June 30, 2016.

PP+S

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 4/1/2016 - 6/30/2016

INCIDENT RESPONSES



INCIDENT TYPES	2016	2015
Fires	38	42
Overpressure rupture, explosion, overheating - no fire	1	0
Rescue & Emergency Medical Service	974	999
Hazardous Condition (No Fire)	26	42
Service Call	93	106
Good Intent Call	33	57
False Alarm & False Call	66	70
Severe Weather & Natural Disaster	1	0
TOTAL	1232	1316

2ND QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2016	2015
Out of City	4	3
Station 1	358	399
Station 2	240	210
Station 3	333	331
Station 4	177	220
Station 5	120	153

2ND QUARTER FIRE LOSSES

	2016	2015
Number of Incidents	14	15
Total Property Loss	\$ 20,123.00	\$ 31,200.00
Total Content Loss	\$ 8,025.00	\$ 7,200.00
Total Losses	\$ 28,148.00	\$ 38,400.00
Average Loss	\$ 2,010.00	\$ 2,560.00

Articles of Agreement, Made this 15th day of September, 2016
by Vinton Construction Company hereinafter called "Contractor,"
and _____ and _____

hereinafter called "Sureties", and the City of Sheboygan, hereinafter called, "City", Witnesseth:

WHEREAS, Contractor has made a proposal in writing to the Dept. of Public Works of the City, hereinafter called "Department", to do the work hereinafter mentioned for the City, for the price and within the time hereinafter mentioned, and according to the plans and specifications therefore on file in the office of the Department, and the Department has awarded the work to him according to law;

Now, therefore, the Contractor, for and in consideration of the payment hereinafter provided, covenants and agrees to and with the City that he will well and truly execute and perform the work, under the superintendence of the Department, for the said price, and within the said time, and according to the said Plans and Specifications, that is to say:

To furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the Deland Park and King Park Beach Restoration, Bid No. 2395-16(R), for the proposed sum of four hundred thousand three hundred twenty seven dollars and five cents (\$400,327.05) in accordance with the contractor's bid proposal dated August 16, 2016

Res. 18-16-17
Purchase Req. No. 161060
P. O. No. 260993
Bid No. 2395-16(R)

And the Contractor further covenants and agrees to and with the City, that he will complete the work in manner and form aforesaid, on or before 15th day of November, A.D., 2016

And It is hereby agreed between the parties hereto, that the Department shall have the right and power, and the same is hereby reserved to the Department, to adjust and determine, finally, all questions:

FIRST. As to the proper performance of these presents and the doing of the work by the Contractor, and in case of the Improper or Imperfect performance thereof, to suspend the Work at any time or to order the entire reconstruction of the same, if improperly done, or to re-let the same to some other competent party; and In case the work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited by these presents to suspend the work and re-let the same to some other competent party, or employ men and secure materials for the completion of the same, and charge the cost thereof to the Contractor and

SECONDLY. As to the amount earned under these presents by the Contractor according to the true intent and meaning thereof.

And it is further agreed that any and every such adjustment and determination by the Department shall be final and conclusive between the parties to these presents, and binding upon them, and that it, upon any such adjustment or determination by the Department, the damages to be paid to the City according thereto should exceed the amount due from the City to the Contractor according thereto, then and in that case the Contractor and Sureties hereby jointly and severally covenant and agree to pay the same to the City on demand.

And it is further agreed between the said parties hereto, that in case the Contractor shall in the performance of this contract, dig up, use or occupy any street, alley, highway, or public grounds of said City, he will, during the night time, put up and maintain such barriers and lights as will effectually prevent the happening of any accident in consequence of such digging up, use or occupancy of said street, alley, highway or other public Grounds, for which the City might be liable and he and the Sureties hereby jointly and severally covenant and agree, that they shall, and they do hereby assume the liability for, and will pay on demand any and all damage or damages occasioned by the digging up, use or occupancy of said street, alley, highway or public grounds by the Contractor, or which may result therefrom, or which may result from the carelessness of the contractor, his agents, employees, or workmen.

And it is further agreed that, in case the Contractor shall proceed properly and with due diligence to perform and complete this contract on his part, the Department may, in their discretion, from time to time as the work progresses, grant to him an estimate of the amount already earned (reserving five percent thereon) which shall entitle the holder thereof to receive the amount due thereon, when the amount applicable to the payment of said work shall have been collected, and the condition, if any, annexed to such estimate, shall have been complied with.

And the City in consideration of the covenants of the Contractor and Sureties, herein contained, hereby covenants and agrees, that upon the completion of said work by the Contractor, pursuant to the terms of this contract and according to the plans and specifications of said work on file in the office of the Department, and the true intent and meaning of this contract, the City will pay to the Contractor any balance then remaining due and payable by the terms of this contract for said work, when the amount applicable to the payment of said work shall have been collected.

And it is hereby agreed that the Contractor shall not assign this contract, or any Interest therein, nor sublet the said work, or any part thereof, without the consent in writing of the Department, first endorsed hereon; and that if the Contractor shall so assign or sublet, without such consent then the Department shall have the right in their discretion to rescind this contract and to declare the same null and void, or to re-let the said work to some other competent party; thereupon adjusting and determining the damages to the City arising thereby; and the Contractor shall be liable to the City for such damages as the Department shall so adjust and determine, which adjustment and determination hereof shall be final and conclusive on the parties thereto.

And the said Sureties, in consideration of the letting of this Contract to the Contractor, hereby guarantee and covenant and agree to and with the City, that the Contractor shall and will well and truly execute and perform this contract on his part, under the superintendence and to the satisfaction of said Department, and that they, the Sureties, will well and truly pay on demand to the City any and all damage and damages, and sums of money, which the Contractor shall be liable to pay to the City under this Contract or any clause or agreement therein.

And the Contractor, and Sureties, in consideration of the premises, further covenant and agree, that they will well and truly save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses, Including the claims of sub-contractors, laborers, and materialmen, which may In anywise come against said City In consequence of the granting of this contract to the Contractor, or which may in any wise result from the carelessness or neglect of the Contractor, or his agent, employees or workmen in any respect whatever, and that in case the Contractor shall fall to fully and completely Perform his contract within the time herein limited for the performance thereof, he and they shall and will pay to the City as liquidated damages for such default the sum of:

\$480

per calendar day for each day's delay in completing said work.

Payment to be made out of and to be drawn on the following account number(s):

A/C 40033150-631100 \$200,163.52

A/C 47433150-631500 \$200,163.53

to be issued to the Contractor by order of the Common Council of the City, upon the certificate of said Department.

"Contractor" as used in the contract, may mean "Contractors"; "Sureties" may mean "Surety". This contract shall bind the parties, their heirs, executors, administrators and successors, as the case may be.

And it is hereby agreed and declared. That this contract is made expressly subject to the powers given to said Department by Chapter 62 of the Wisconsin Statutes.

IN WITNESS WHEREOF, the Contractor and Sureties have hereto set their hands and seals, and the City has caused these presents to be Subscribed by the said Department and countersigned by its comptroller, the day and the year first above written.

"Provision has been made to pay the liability that will accrue under this contract."

[Signature]
Michael J. Maples Contractor
Vinton Construction Company

[Signature] 9.21.2016
Darrell Hofland Date
City Administrator

9/15/16
Date

City of Sheboygan, by:
[Signature] 9-21-16
Michael Vandersteen Mayor Date

[Signature] 9.21.16
Susan Richards City Clerk Date
[Signature] Deputy City Clerk

STATE OF WISCONSIN } ss.
COUNTY OF SHEBOYGAN, }

Each of the undersigned swears that he is a resident of the City of Sheboygan, in said County, and a freeholder in the said city, and that he is worth the sum of _____ Dollars, over and above all his debts and liabilities, in property in said city liable to execution.

Subscribed and sworn to before me, this _____ day of _____

Notary Public, Sheboygan County, WI

Examined and approved as to form and Execution this 26 day of September 2016
[Signature]
Charles C. Adams, City Attorney

Note: The Charter of Sheboygan requires Sureties having property in the City of Sheboygan to the amount for which they justify. If a Surety Company bond is given, the Company should sign this Contract as Surety, and should attach copy of license and resolution showing authority of person or persons signing for the Company.

Contract for
THE CITY OF SHEBOYGAN
and Sureties
with



Purchase Order

Fiscal Year 2016 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **260993-00**

B I L L T O

CITY OF SHEBOYGAN
FINANCE DEPT
828 CENTER AVENUE, SUITE 205
SHEBOYGAN, WI 53081-4442

V E N D O R

VINTON CONSTRUCTION COMPANY
2705 N RAPIDS RD
MANITOWOC WI 54220

S H I P T O

DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081-4714

Vendor Phone Number 920-682-0375		Vendor Fax Number 920-682-2838		Requisition Number 161060		Delivery Reference FAX: 920-682-2838	
Date Ordered 09/15/2016	Vendor Number 21775	Date Required	Freight Method/Terms		Department/Location DEPT OF PUBLIC WORKS		
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	DELAND PARK AND KING PARK BEACH RESTORATION PER BID NO. 2395-16(R) DELAND PARK STORM SEWER OUTFALL ADA ACCESSIBLE WALKWAYS PLANTINGS GRADING KING PARK SHRUBS, NATIVE PLANTINGS, DUNE GRASS AND BARK MULCH TOPSOIL RESOLUTION #87-16-17 40033150 - 631100 47433150 - 631500	1.0	PROJ	\$400,327.05	\$400,327.05		
					\$200,163.52		
					\$200,163.53		

[Signature]
Finance Director

FAXED

PO Total \$400,327.05

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. September 6, 2016

A RESOLUTION authorizing the appropriate City Officials to enter into contract for the Deland Park and King Park Beach Restoration.

WHEREAS: The Purchasing Agent was directed to contract for the Deland Park and King Park Beach Restorations Project under Res. 144-15-16 and received four bids and the low bid has been determined to meet all the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Vinton Construction Company, Manitowoc, WI for the Deland Park and King Park Beach Restorations Project and are authorized to draw funds from the following accounts:

40033150-631100 \$200,163.52

47433150-631500 \$200,163.53 in payment of same.

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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing the Appropriate City Officials to Enter Into Contract with Vinton Construction Company, Manitowoc, for the Deland Park and King Park Beach Restoration Project.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: August 23, 2016 **MEETING DATE:** September 6, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 40033150-63110
 \$200,163.52
 47433150-631500
 \$200,163.53
Budget Summary: N/A
Budgeted Expenditure: \$400,327.05
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS:

This document authorized the department to enter into a contract for the Deland Park and King Park Beach Restorations. The proposed project will provide improvement to both Deland Park and King Park Beaches. The improvements include adding plantings to minimize the quantity of sand being blown off the beaches, provide walkways through the plantings.

An ADA Accessible walkway will also be installed at both parks to provide access to the water from the sidewalk.

Also included is an improvement to the storm sewer outfall at Deland Park. Storm water will be directed into a new swale that will minimize the amount of storm water discharging directly into Lake Michigan.

STAFF COMMENTS:

The current storm sewer and storm sewer outfall at Deland Park is in need of replacement. This project will allow for replacement and will also improve storm water prior to discharging into the lake.

ACTION REQUESTED:

Motion to recommend the Common Council authorize the appropriate City Officials to enter into contract with Vinton Construction Company, Manitowoc, for the Deland Park and King Park Beach Restoration Project.

ATTACHMENTS:

- I. Res. No. ____-16-17
- II. Summary of Bids Received

CITY OF Sheboygan Bid # 2395-16 (R) DELAND Park and King Park Beach Restoration

CONTRACTOR NAME CONTRACTOR CITY BID SECURITY INCLUDED ? BIDDERS PROOF ON FILE? Addendum 1 8-11-2016 Addendum 2 8-15-2016 Addendum 3 8-15-2016	
DELAND PARK	
D1	MOBILIZE/DEMOLIBLIZE,BONDING AND PERMITTING 1.00
D2	TRAFFIC CONTROL 1.00
D3	SLURRYING/ABADONING EXISTING 24" STORM SEWER PIPE, EXISTING MANHOLE,EXISTING CATCH 1.00
D4	SILT FENCE 1,000.00
D5	GRADING 9,650.00
D6	CORDWALK 591.00
D7	SHRUBS 70.00
D8	FIBER BLANKET 8,400.00

Advance Construction		Buteyn-Petersen		A.W OAKES & SON		Vinton Construction		
Green Bay, WI		Sheboygan, WI		Racine WI		Manitowoc		
YES	NO	YES	NO	YES	NO	YES	NO	
YES	NO	YES	NO	YES	NO	YES	NO	
Yes		yes		Yes		Yes		
Yes		yes		Yes		yes		
Yes		yes		Yes		yes		
UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	
LS	\$54,500.00	\$54,500.00	\$18,060.00	\$18,060.00	\$35,000.00	\$35,000.00	\$17,500.00	\$17,500.00
LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$2,845.00	\$2,845.00
LS	\$8,500.00	\$8,500.00	\$7,028.00	\$7,028.00	\$8,200.00	\$8,200.00	\$5,850.00	\$5,850.00
LF	\$1.75	\$1,750.00	\$2.00	\$2,000.00	\$3.00	\$3,000.00	\$1.52	\$1,520.00
CY	\$11.00	\$106,150.00	\$7.35	\$70,927.50	\$7.00	\$67,550.00	\$7.76	\$74,884.00
LF	\$1,840.00	\$10,874.40	\$17.75	\$10,490.25	\$44.00	\$26,004.00	\$17.00	\$10,047.00
EA	\$44.00	\$3,080.00	\$32.00	\$2,240.00	\$45.00	\$3,150.00	\$32.00	\$2,240.00
SY	\$2.50	\$21,000.00	\$1.10	\$9,240.00	\$3.10	\$26,040.00	\$1.10	\$9,240.00

D9	SWALE SEEDING	30,585.00
D10	DUNE GRASS (12-inch Spacing)	44,984.00
D11	DUNE GRASS (18-inch Spacing)	38,584.00
D12	TEMPORARY FENCING	2,619.00
D13	MAINTENANCE 12 MONTHS	1.00
D14	48-Inch DIAMETER CONCRETE STORM SEWER PIPE	160.00
D15	8-FOOT DIAMETER MANHOLE	1.00
D16	STORM MANHOLE CASTING (FRAME AND LID)	1.00
D17	48-Inch END WALL WITH TRASH GUARD	1.00
D18	N-1 CATCH BASINS	3.0
D19	INLET CASTING (FRAME AND LID)	3.00
D20	10-Inch PVC STORM SEWER	82.00
D21	TEMPORARY STORM SEWER CONNECTION-24-Inch PVC PIPE, FITTINGS AND COLLARS	1.00

SF	\$0.25	\$7,646.25	\$0.16	\$4,893.60	\$0.08	\$2,446.80	\$0.16	\$4,893.60
SF	\$0.90	\$40,485.60	\$0.55	\$24,741.20	\$1.70	\$76,472.80	\$0.55	\$24,741.20
SF	\$0.50	\$19,292.00	\$0.55	\$21,221.20	\$0.76	\$29,323.84	\$0.55	\$21,221.20
LF	\$3.00	\$7,857.00	\$3.00	\$7,857.00	\$5.25	\$13,749.75	\$3.00	\$7,857.00
LS	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$12,200.00	\$12,200.00	\$1,500.00	\$1,500.00
LF	\$330.00	\$52,800.00	\$260.00	\$41,600.00	\$235.00	\$37,600.00	\$236.00	\$37,760.00
EA	\$18,000.00	\$18,000.00	\$12,144.00	\$12,144.00	\$12,500.00	\$12,500.00	\$9,485.00	\$9,485.00
EA	\$500.00	\$500.00	\$385.00	\$385.00	\$1,005.00	\$1,005.00	\$350.00	\$350.00
EA	\$3,500.00	\$3,500.00	\$3,775.00	\$3,775.00	\$4,200.00	\$4,200.00	\$3,713.00	\$3,713.00
EA	\$1,500.00	\$4,500.00	\$1,575.00	\$4,725.00	\$5,050.00	\$5,050.00	\$1,270.00	\$3,810.00
EA	\$666.00	\$1,998.00	\$520.00	\$1,560.00	\$750.00	\$2,250.00	\$480.00	\$1,440.00
LF	\$60.00	\$4,920.00	\$54.00	\$4,428.00	\$83.00	\$6,806.00	\$50.80	\$4,165.60
LS	\$8,700.00	\$8,700.00	\$6,225.00	\$6,225.00	\$8,875.00	\$8,875.00	\$2,859.00	\$2,859.00

D22	8-INCH PORTLAND CEMENT CONCRETE PAVEMENT, (INCLUDES 10-INCH CRUSHED AGGREGATE BASE COURSE)	505.00
D23	GRADING (ROADWAY AND STORM SEWER RESTORATION)	1.00
D24	CONCRETE CURB AND GUTTER(INCLUDES 10-INCH CRUSHED AGGREGATE BASE COURSE)	129.00
D25	FULL DEPTH SAWING-MISCELLANEOUS	120.00
D26	DRILLED PAVEMENT TIES-MISCELLANEOUS	38.00
D27	DRILLED DOWEL BARS MISCELLANEOUS	40.00
D28	EXCAVATING BELOW SUB-GRADE (MISCELLANEOUS)	200.00
D29	MISCELLANEOUS DENSE GRADED BASE	200.00
D30	RIP-RAP (5 TO 10 INCH STONES)	41.00
D31	BREAKER RUN	22.00
D32	GEOTEXTILE FABRIC	135.00
D33	CONCRETE PAVEMENT REMOVAL INCLUDING CURB AND GUTTER	529.00
D34	ASPHALT PAVEMENT REMOVAL	100.00
D35	HMA PAVEMENT-LOWER LAYER (19.0MM)Type E-0.3,pg 58-28,1.5 Inches	10.00
D36	HMA PAVEMENT-LOWER LAYER (9.5MM)TYPE E-0.3 PG 58-28, 1.5 INCHES	10.00
D37	TOPSOIL, SEED, MULCH AND EROSION MAT (ROADWAY AND STORM SEWER RESTORATION)	150.00
D38	12-INCH CORRUGATED CULVERT PIPE	100.00
D39	12-INCH CORRUGATED CULVERT PIPE ENDWAL	2.00
D40	18-INCH CORRUGATED CULVERT PIPE	60.00
D41	18-INCH CORRUGATED CULVERT PIPE ENDWALL	2.00
D42	CONCRETE PAN AND CURB AT OUTFALL	1.00

SY	\$83.95	\$42,394.75	\$81.92	\$41,369.60	\$66.00	\$33,330.00	\$62.50	\$31,562.50
LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00	\$2,000.00	\$2,000.00
LF	\$41.50	\$5,353.50	\$43.24	\$5,577.96	\$26.00	\$3,354.00	\$30.00	\$3,870.00
LF	\$3.50	\$420.00	\$4.00	\$480.00	\$5.00	\$600.00	\$3.50	\$420.00
EA	\$7.00	\$266.00	\$7.00	\$266.00	\$10.00	\$380.00	\$8.00	\$304.00
EA	\$15.00	\$600.00	\$15.00	\$600.00	\$15.00	\$600.00	\$13.00	\$520.00
CY	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$20.00	\$4,000.00	\$17.00	\$3,400.00
TONS	\$15.00	\$3,000.00	\$10.00	\$2,000.00	\$20.00	\$4,000.00	\$9.40	\$1,880.00
CY	\$100.00	\$4,100.00	\$98.95	\$4,056.95	\$92.00	\$3,772.00	\$76.00	\$3,116.00
CY	\$30.00	\$660.00	\$20.00	\$440.00	\$50.00	\$1,100.00	\$44.50	\$979.00
SY	\$1.50	\$202.50	\$3.00	\$405.00	\$5.50	\$742.50	\$5.00	\$675.00
SY	\$6.50	\$3,438.50	\$5.49	\$2,904.21	\$6.00	\$3,174.00	\$5.80	\$3,068.20
SY	\$5.50	\$550.00	\$4.00	\$400.00	\$5.00	\$500.00	\$3.50	\$350.00
TONS	\$315.00	\$3,150.00	\$315.00	\$3,150.00	\$250.00	\$2,500.00	\$318.15	\$3,181.50
TONS	\$315.00	\$3,150.00	\$315.00	\$3,150.00	\$250.00	\$2,500.00	\$318.15	\$3,181.50
SY	\$10.00	\$1,500.00	\$5.50	\$825.00	\$7.50	\$1,125.00	\$5.50	\$825.00
LF	\$60.00	\$6,000.00	\$35.00	\$3,500.00	\$75.00	\$7,500.00	\$20.00	\$2,000.00
EA	\$100.00	\$200.00	\$200.00	\$400.00	\$550.00	\$1,100.00	\$160.00	\$320.00
LF	\$65.00	\$3,900.00	\$40.00	\$2,400.00	\$85.00	\$5,100.00	\$24.00	\$1,440.00
EA	\$144.00	\$288.00	\$250.00	\$500.00	\$650.00	\$1,300.00	\$190.00	\$380.00
EA	\$5,175.00	\$5,175.00	\$1,200.00	\$1,200.00	\$5,200.00	\$5,200.00	\$3,000.00	\$3,000.00

D43	SITE PREPARATION-ZONE 1	4,998.00
D44	SITE PREPARATION-ZONE 3	3,398.00
DELAND PARK SUB TOTAL D1-D44		

KING PARK		
K1	MOBILIZE/DEMOLIBLIZE,BONDING& PERMITTING	1.00
K2	SITE PREPARATION-ZONE 1	2,020.00
K3	SITE PREPARATION-ZONE 2	1,280.00
K4	SILT FENCE	500.00
K5	CORD WALK	130.00
K6	SHRUBS	36.00
K7	NATIVE PLANTINGS	11,526.00
K8	DUNE GRASS	18,183.00
K9	FIBER BLANKET	2,020.00
K10	BARK MULCH	1,280.00
K11	TEMPORARY FENCING	730.00
K12	TOPSOIL, 6-INCHES THICK	1,280.00
K-13	MAINTENANCE-12 MONTHS	1.00
KING PARK SUBTOTAL K1-K13		

SY	\$2.90	\$14,494.20	\$1.50	\$7,497.00	\$0.50	\$2,499.00	\$1.10	\$5,497.80
SY	\$2.90	\$9,854.20	\$1.50	\$5,097.00	\$0.50	\$1,699.00	\$1.10	\$3,737.80
Bid Sheet Total \$ 490,598.69								
\$509,249.90		\$347,259.47		\$480,498.69		\$323,629.90		
UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	
LS	\$8,000.00	\$8,000.00	\$9,250.00	\$9,250.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00
SY	\$6.00	\$12,120.00	\$1.50	\$3,030.00	\$0.50	\$1,010.00	\$1.10	\$2,222.00
SY	\$6.00	\$7,680.00	\$1.50	\$1,920.00	\$0.50	\$640.00	\$1.10	\$1,408.00
LF	\$3.00	\$1,500.00	\$2.00	\$1,000.00	\$3.00	\$1,500.00	\$1.50	\$750.00
LF	\$18.40	\$2,392.00	\$21.30	\$2,769.00	\$40.00	\$5,200.00	\$17.00	\$2,210.00
EA	\$44.00	\$1,584.00	\$32.00	\$1,152.00	\$48.00	\$1,728.00	\$32.00	\$1,152.00
SF	\$3.90	\$44,951.40	\$2.25	\$25,933.50	\$4.20	\$48,409.20	\$2.25	\$25,933.50
SF	\$1.00	\$18,183.00	\$0.55	\$10,000.65	\$1.82	\$33,093.06	\$0.55	\$10,000.65
SY	\$1.50	\$3,030.00	\$1.20	\$2,424.00	\$3.10	\$6,262.00	\$1.20	\$2,424.00
SY	\$0.50	\$640.00	\$3.90	\$4,992.00	\$7.00	\$8,960.00	\$3.90	\$4,992.00
LF	\$3.00	\$2,190.00	\$3.00	\$2,190.00	\$5.25	\$3,832.50	\$3.00	\$2,190.00
SY	\$5.00	\$6,400.00	\$4.00	\$5,120.00	\$6.00	\$7,680.00	\$5.50	\$7,040.00
LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$8,600.00	\$8,600.00	\$1,500.00	\$1,500.00
\$113,670.40		\$71,281.15		\$141,914.76		\$65,322.15		

FOURTH AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE

THIS FOURTH AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE ("Fourth Amendment") is made and entered into as of September 6th, 2016 by and between the City of Sheboygan ("Seller"), and John Michael Kohler Arts Center, Inc., or its assigns ("Buyer"). All initially capitalized terms used in this Fourth Amendment which are not otherwise defined in this Fourth Amendment shall have the meanings ascribed thereto as set forth in the Original Agreement.

WITNESSETH:

WHEREAS, Buyer and Seller entered into that certain WB-13 Vacant Land Offer to Purchase (including the Rider to Vacant Land Offer to Purchase) with an effective date of January 26, 2016, as amended by that certain First Amendment to WB-13 Vacant Land Offer to Purchase dated June 6, 2016 and that certain Second Amendment to WB-13 Vacant Land Offer to Purchase dated as of July, 2016, and that certain Third Amendment to WB-13 Vacant Land Offer to Purchase dated as of July, 2016 (collectively, the "Original Agreement"), with respect to the purchase and sale of the "Property" referenced therein; and

WHEREAS, Buyer and Seller desire to make certain changes to the Original Agreement, all upon the terms and provisions set forth in this Fourth Amendment (the Original Agreement, as amended by this Fourth Amendment is referred to as the "Agreement").

NOW, THEREFORE, in consideration of the sum ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller do hereby agree as follows:

1. **Due Diligence Period.** The Due Diligence Period is hereby extended to December 31, 2016 at 5:00 p.m. central time.
2. **Closing.** Section 13 is amended to provide that Closing shall occur on or before February 15, 2017.
3. **No Other Modification.** Except as modified herein, the Agreement remains unmodified, in full force and effect, and is hereby ratified by the parties hereto. Upon the effectiveness of this Fourth Amendment, each reference in the Original Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Original Agreement as amended hereby.
4. **Fourth Amendment Controls.** In the event of any inconsistency between the terms of this Fourth Amendment and the terms of the Original Agreement, the terms of this Fourth Amendment shall control.
5. **Miscellaneous.** This Fourth Amendment may be executed in any number of counterparts, and by separate parties hereon on separate counterparts, and all of such counterparts taken together shall constitute one and the same Fourth Amendment. This Fourth Amendment may be executed and delivered by facsimile or electronic mail and facsimile or electronic mail copies hereof shall constitute originals. The section headings set forth in this Fourth Amendment are for convenience of reference only, and do not define, limit or construe the contents of such sections. This Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first above written.

SELLER:

City of Sheboygan

By: Michael J. Vanderstee

Name: MICHAEL J. VANDERSTEEN

Its: MAYOR

By: Susan Richards

Name: Susan Richards

Its: City Clerk

BUYER:

John Michael Kohler Arts Center, Inc.

By: Sandra J. Sachse

Name: Sandra Sachse _____

Its: Board President _____

III

Res. No. _____ - 16 - 17. By Alderperson Donohue. September 6, 2016.

A RESOLUTION approving the Fourth Amendment to WB-13 Vacant Land Offer to Purchase between the John Michael Kohler Arts Center (JMKAC) and the City of Sheboygan.

WHEREAS, JMKAC has requested an extension of closing to occur on or before February 15, 2017 for unforeseen additional insurance requirements related to the development of the property.

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign the amendment related to extension request by the John Michael Kohler Arts Center.

*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

FOURTH AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE

THIS FOURTH AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE (“Fourth Amendment”) is made and entered into as of _____, 2016 by and between the City of Sheboygan (“Seller”), and John Michael Kohler Arts Center, Inc., or its assigns (“Buyer”). All initially capitalized terms used in this Fourth Amendment which are not otherwise defined in this Fourth Amendment shall have the meanings ascribed thereto as set forth in the Original Agreement.

WITNESSETH:

WHEREAS, Buyer and Seller entered into that certain WB-13 Vacant Land Offer to Purchase (including the Rider to Vacant Land Offer to Purchase) with an effective date of January 26, 2016, as amended by that certain First Amendment to WB-13 Vacant Land Offer to Purchase dated June 6, 2016 and that certain Second Amendment to WB-13 Vacant Land Offer to Purchase dated as of July, 2016, and that certain Third Amendment to WB-13 Vacant Land Offer to Purchase dated as of July, 2016 (collectively, the “Original Agreement”), with respect to the purchase and sale of the “Property” referenced therein; and

WHEREAS, Buyer and Seller desire to make certain changes to the Original Agreement, all upon the terms and provisions set forth in this Fourth Amendment (the Original Agreement, as amended by this Fourth Amendment is referred to as the “Agreement”).

NOW, THEREFORE, in consideration of the sum ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller do hereby agree as follows:

1. **Due Diligence Period.** The Due Diligence Period is hereby extended to December 31, 2016 at 5:00 p.m. central time.
2. **Closing.** Section 13 is amended to provide that Closing shall occur on or before February 15, 2017.
3. **No Other Modification.** Except as modified herein, the Agreement remains unmodified, in full force and effect, and is hereby ratified by the parties hereto. Upon the effectiveness of this Fourth Amendment, each reference in the Original Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Original Agreement as amended hereby.
4. **Fourth Amendment Controls.** In the event of any inconsistency between the terms of this Fourth Amendment and the terms of the Original Agreement, the terms of this Fourth Amendment shall control.
5. **Miscellaneous.** This Fourth Amendment may be executed in any number of counterparts, and by separate parties hereon on separate counterparts, and all of such counterparts taken together shall constitute one and the same Fourth Amendment. This Fourth Amendment may be executed and delivered by facsimile or electronic mail and facsimile or electronic mail copies hereof shall constitute originals. The section headings set forth in this Fourth Amendment are for convenience of reference only, and do not define, limit or construe the contents of such sections. This Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first above written.

SELLER:

City of Sheboygan

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

BUYER:

John Michael Kohler Arts Center, Inc.

By: _____

Name: _____

Its: _____

III

Res. No. - 16 - 17. By Alderperson Donohue. September 6, 2016.

A RESOLUTION authorizing the execution of ingress/egress easements with Bank Mutual (Parcel No. 59281-107285) and Tom Kohlbeck (Parcel No. 59281-107270) properties as it relates to Parking Lot 14.

WHEREAS, as part of the developer's agreement between the City of Sheboygan and Eighth Street Sheboygan Housing Corporation, the City will be reconstructing Lot 14 to provide 43 dedicated parking spaces for the development; and

WHEREAS, two property owners on North Eighth Street hold existing easements dating from 1983 from North 7th Street across Lot 14; and

WHEREAS, said existing easements do not match with the design of the new parking lot and would prevent dedication of the spaces as agreed in the developer's agreement; and

WHEREAS, both property owners have agreed to the existing releases in exchange for being provided alternative access to their properties from Niagara Avenue; and

WHEREAS, an aerial view of the location of the new easements is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan execute a new easement substantially similar to the attached, incorporated herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

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

Document Number	Document Title
-----------------	----------------

INGRESS / EGRESS EASEMENTS

The undersigned Grantor, City of Sheboygan, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, which is acknowledged, does convey to Thomas J. Kohlbeck and Elizabeth A. Kohlbeck, husband and wife, Grantee, perpetual easements over and across the hereinafter described real estate for purposes of ingress and egress.

Name and Return Address
 City of Sheboygan
 828 Center Ave
 Sheboygan, WI 53081

Part of 59281107314
Part of 59281107220
 Parcel Identification Number (PIN)

These Easements shall be over the following described lands:

Easement #1

Part of Lot 1 of the Certified Survey Map, recorded in the Sheboygan County Register of Deeds Office as Document 2021754 in Volume 27, Pages 166-172 of Certified Survey Maps, located in the Northeast ¼ of the Southwest ¼ of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest ¼ of said Section 23, thence South 89°52'44" East, along the North line of the Southwest ¼ of said Section 23, a distance of 1,929.38 feet;
 thence South 00°03'47" East a distance of 89.96 feet to the Northwest corner of Lot 1 of said Certified Survey Map and the Point of Beginning;
 thence South 89°41'26" East along the North line of said Lot 1, a distance of 45.00 feet;
 thence South 00°03'47" East a distance of 98.00 feet;
 thence North 89°41'26" West a distance of 8.00 feet;
 thence South 37°47'39" West a distance of 27.73 feet;
 thence South 00°07'45" East a distance of 30.00 feet to the South line of said Lot 1;
 thence North 89°41'26" West along the South line of said Lot 1 a distance of 30.00 feet to the Southwest corner of said Lot 1;
 thence North 00°07'45" West along the West line of said Lot 1 a distance of 85.00 feet;
 thence South 89°41'28" East along the West line of said Lot 1 a distance of 10.08 feet;
 thence North 00°03'47" West along the West line of said Lot 1 a distance of 65.00 feet to the Northwest corner of said Lot 1 and the Point of Beginning.

The above described land contains 0.149 acres (6,490 square feet) of land more or less.

End of Description (see Exhibit A for Easement map).

Easement #2

Part of Lot 4, Block 128 of the Original Plat of the City of Sheboygan located in the Northeast ¼ of the Southwest ¼ and the Southeast ¼ of the Northwest ¼ of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of the Southwest ¼ of said Section 23, thence South 89°52'44" East, along the North line of the Southwest ¼ of said Section 23, a distance of 1,936.06 feet to the Point of Beginning;
 thence South 00°21'09" West along the East line of lands deeded to the City of Sheboygan for alley purposes in document 963177 as recorded in Records in the Sheboygan County Register of Deeds Office, a distance of 71.98 feet to the North line of an 18 foot wide platted alley;
 thence South 89°41'26" East along the North line of said alley, a distance of 24.00 feet;
 thence North 00°21'09" East along a line 24 feet East of and parallel to the East line of lands described in said document 963177, a distance of 150.00 feet to the South line of Niagara Avenue;

thence North 89°41'28" West along said South line of Niagara Avenue, a distance of 24.00 feet to the Northeast corner of lands described in said document 963177;
thence South 00°21'09" West along the East line of lands described in said document 963177, a distance of 78.02 feet to the North line of said Southwest ¼ and the Point of Beginning.

The above described land contains 0.0826 acres (3,600 square feet) of land more or less.

End of Description (see Exhibit B for Easement map).

These Easements are for the benefit of the following described parcel of land:

The North 70 feet of Lots 7 and 8 and the West 10 feet of the North 65 feet of Lot 9 all in Block 128 of the Original Plat of the City of Sheboygan, located in the Northeast ¼ of the Southwest ¼ of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

It is understood and agreed that a parking lot is intended to be constructed and maintained over this area and shall be subject to the regulations and the payment of fees to be established by the City of Sheboygan, its successors and assigns. It is further understood and agreed that these Easements shall not relate to any specific designed corridor.

It is further understood and agreed that these Easements, for the purposes of ingress and egress, shall be subject to all rules and regulations generally applicable, as promulgated by the City of Sheboygan, its successors and assigns, and Grantee, its employees, customers, successors, and assigns shall be subject to all such generally applicable regulations and for the payment of all established fees.

IN WITNESS THEREOF, the said grantor has caused this instrument to be signed and sealed this _____ day of _____, 2016.

In the presence of:

Michael Vandersteen
City of Sheboygan - Mayor

Susan Richards
City of Sheboygan - City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2016, the above named Michael Vandersteen and Susan Richards to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

This Instrument Drafted By:
Michael P. Born, PLS

EXHIBIT A

INGRESS/EGRESS EASEMENT #1

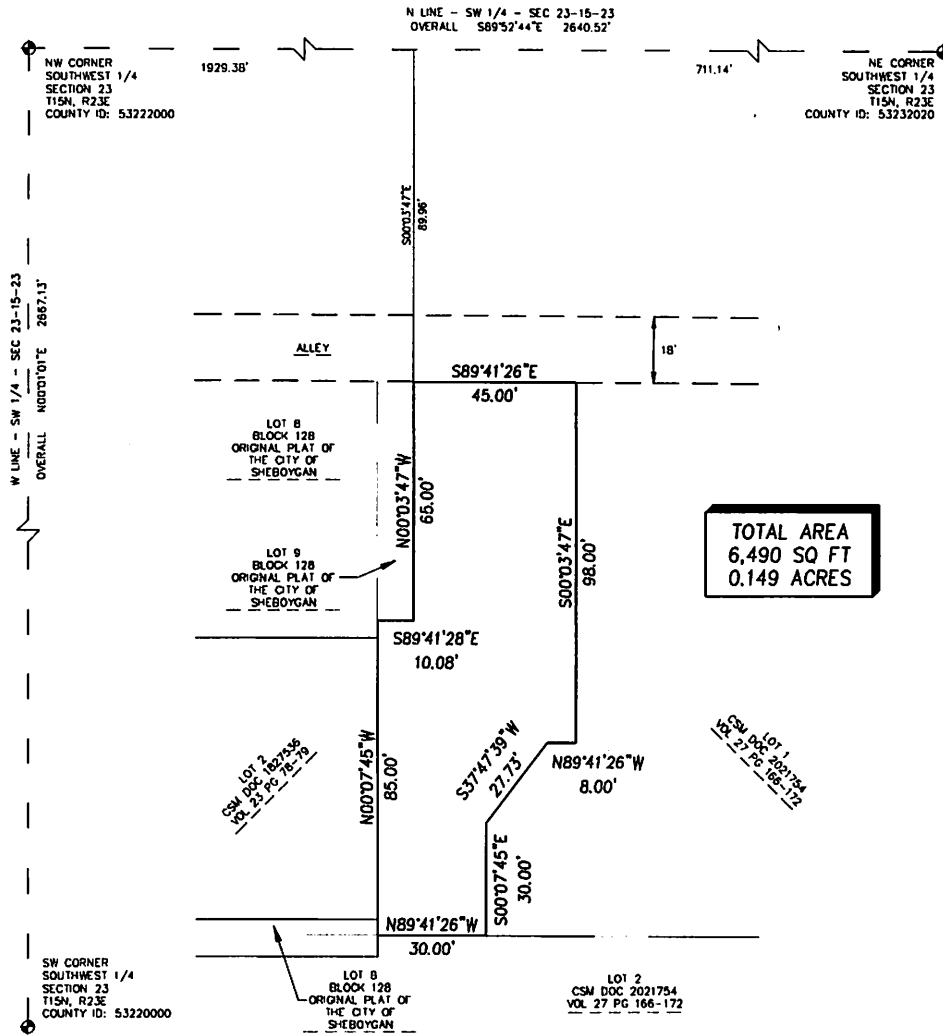
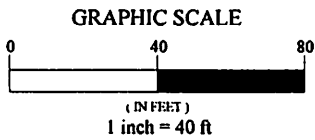
PART OF LOT 1 OF CERTIFIED SURVEY MAP RECORDED AS
DOC 2021754 IN VOL 27, PAGE 166-172, LOCATED IN THE
NE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE WEST
LINE OF THE SW 1/4 OF SECTION 23-15-23 AS
N00°01'01"E (SHEBOYGAN COUNTY
COORDINATES - NAD83 (1991))

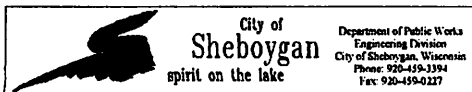


EASEMENT CREATED FOR:
CHAD PELISHEK
CITY OF SHEBOYGAN
PLANNING & DEVELOPMENT DEPARTMENT
828 CENTER AVENUE
SUITE 104
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281107314



MAP PREPARED BY: MICHAEL P. BORN, PLS



LEGEND

⊙ RECORDED SHEBOYGAN COUNTY
MONUMENT FOUND

Document Number

Document Title

INGRESS / EGRESS EASEMENTS

The undersigned Grantor, City of Sheboygan, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, which is acknowledged, does convey to Bank Mutual, a federal savings bank, Grantee, perpetual easements over and across the hereinafter described real estate for purposes of ingress and egress.

Name and Return Address
City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Part of 59281107314
Part of 59281107220
Parcel Identification Number (PIN)

These Easements shall be over the following described lands:

Easement #1

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thence South 00°03'47" East a distance of 89.96 feet to the Northwest corner of Lot 1 of said Certified Survey Map and the Point of Beginning;
thence South 89°41'26" East along the North line of said Lot 1, a distance of 45.00 feet;
thence South 00°03'47" East a distance of 98.00 feet;
thence North 89°41'26" West a distance of 8.00 feet;
thence South 37°47'39" West a distance of 27.73 feet;
thence South 00°07'45" East a distance of 30.00 feet to the South line of said Lot 1;
thence North 89°41'26" West along the South line of said Lot 1 a distance of 30.00 feet to the Southwest corner of said Lot 1;
thence North 00°07'45" West along the West line of said Lot 1 a distance of 85.00 feet;
thence South 89°41'28" East along the West line of said Lot 1 a distance of 10.08 feet;
thence North 00°03'47" West along the West line of said Lot 1 a distance of 65.00 feet to the Northwest corner of said Lot 1 and the Point of Beginning.

The above described land contains 0.149 acres (6,490 square feet) of land more or less.

End of Description (see Exhibit A for Easement map).

Easement #2

Part of Lot 4, Block 128 of the Original Plat of the City of Sheboygan located in the Northeast ¼ of the Southwest ¼ and the Southeast ¼ of the Northwest ¼ of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

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thence South 89°41'26" East along the North line of said alley, a distance of 24.00 feet;
thence North 00°21'09" East along a line 24 feet East of and parallel to the East line of lands described in said document 963177, a distance of 150.00 feet to the South line of Niagara Avenue;

thence North 89°41'28" West along said South line of Niagara Avenue, a distance of 24.00 feet to the Northeast corner of lands described in said document 963177;
thence South 00°21'09" West along the East line of lands described in said document 963177, a distance of 78.02 feet to the North line of said Southwest ¼ and the Point of Beginning.

The above described land contains 0.0826 acres (3,600 square feet) of land more or less.

End of Description (see Exhibit B for Easement map).

These Easements are for the benefit of the following described parcel of land:

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It is understood and agreed that a parking lot is intended to be constructed and maintained over this area and shall be subject to the regulations and the payment of fees to be established by the City of Sheboygan, its successors and assigns. It is further understood and agreed that these Easements shall not relate to any specific designed corridor.

It is further understood and agreed that these Easements, for the purposes of ingress and egress, shall be subject to all rules and regulations generally applicable, as promulgated by the City of Sheboygan, its successors and assigns, and Grantee, its employees, customers, successors, and assigns shall be subject to all such generally applicable regulations and for the payment of all established fees.

IN WITNESS THEREOF, the said grantor has caused this instrument to be signed and sealed this _____ day of _____, 2016.

In the presence of:

Michael Vandersteen
City of Sheboygan - Mayor

Susan Richards
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of _____, 2016, the above named Michael Vandersteen and Susan Richards to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
My Commission expires _____

This Instrument Drafted By:
Michael P. Born, PLS

EXHIBIT A

INGRESS/EGRESS EASEMENT #1

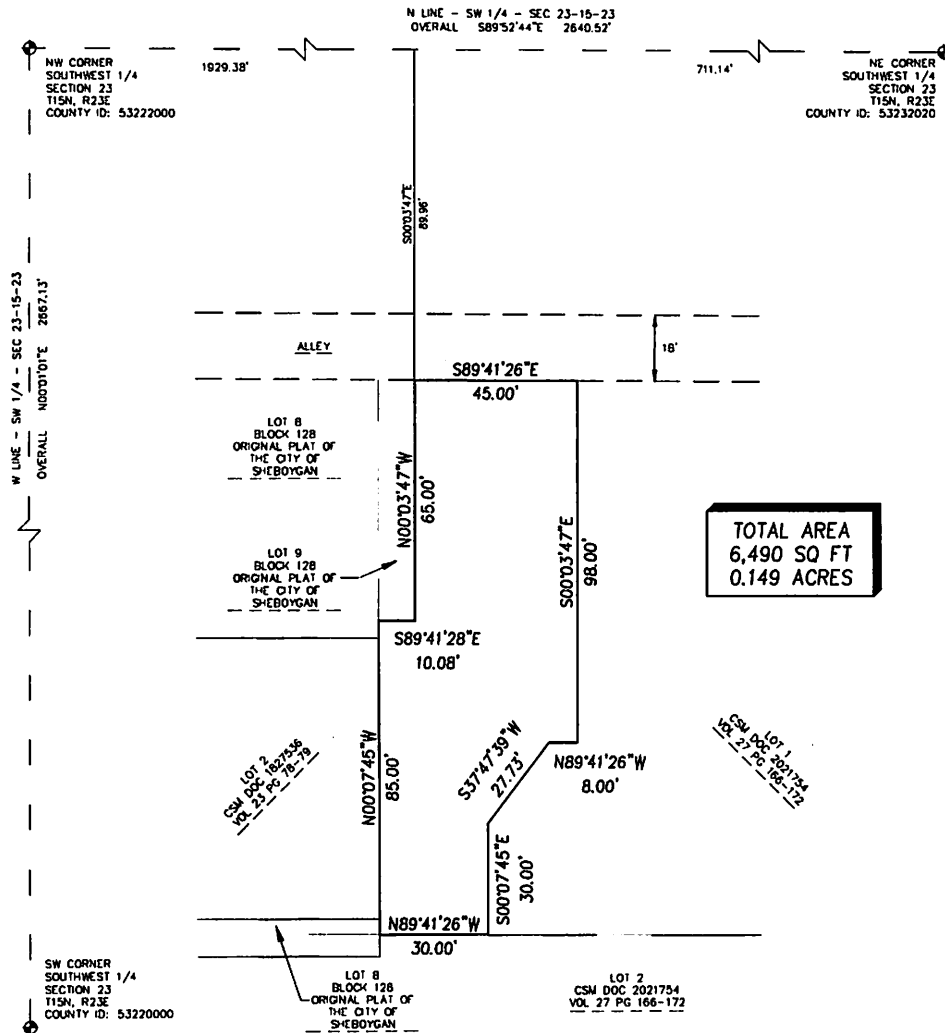
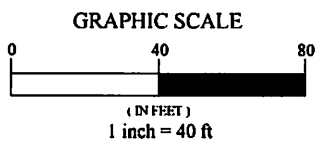
PART OF LOT 1 OF CERTIFIED SURVEY MAP RECORDED AS
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NE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE WEST
LINE OF THE SW 1/4 OF SECTION 23-15-23 AS
N00°01'01"E (SHEBOYGAN COUNTY
COORDINATES - NAD83 (1991))

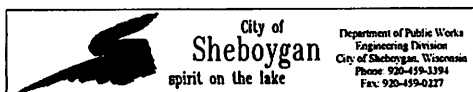


EASEMENT CREATED FOR:
CHAD PELISHEK
CITY OF SHEBOYGAN
PLANNING & DEVELOPMENT DEPARTMENT
828 CENTER AVENUE
SUITE 104
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281107314



MAP PREPARED BY: MICHAEL P. BORN, PLS



LEGEND

⊙ RECORDED SHEBOYGAN COUNTY
MONUMENT FOUND

EXHIBIT B

INGRESS/EGRESS EASEMENT #2

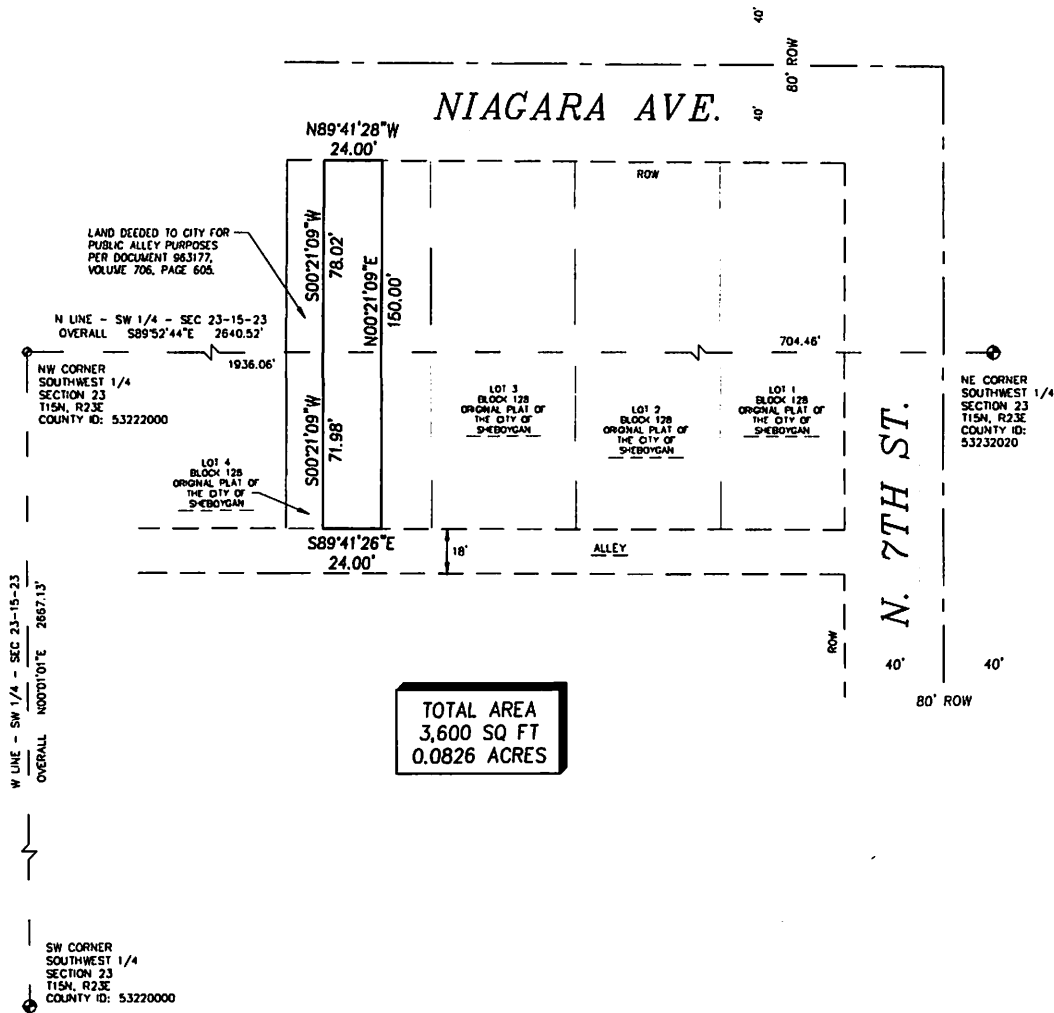
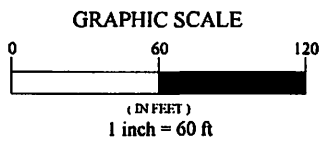
PART OF LOT 4, BLOCK 128 OF THE ORIGINAL PLAT OF
THE CITY OF SHEBOYGAN, LOCATED IN THE
NE 1/4 OF THE SW 1/4 AND THE SE 1/4 OF THE NW 1/4 OF
SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE WEST
LINE OF THE SW 1/4 OF SECTION 23-15-23 AS
N00°01'01"E (SHEBOYGAN COUNTY
COORDINATES - NAD83 (1991))

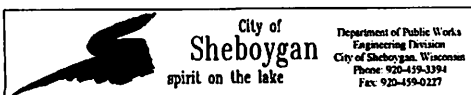


EASEMENT CREATED FOR:
CHAD PELISHEK
CITY OF SHEBOYGAN
PLANNING & DEVELOPMENT DEPARTMENT
828 CENTER AVENUE
SUITE 104
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281107220



MAP PREPARED BY: MICHAEL P. BORN, PLS



LEGEND

⊙ RECORDED SHEBOYGAN COUNTY MONUMENT FOUND

DOC 963177
LAND DEEDED TO CITY FOR
PUBLIC ALLEY PURPOSES.

15' ALLEY

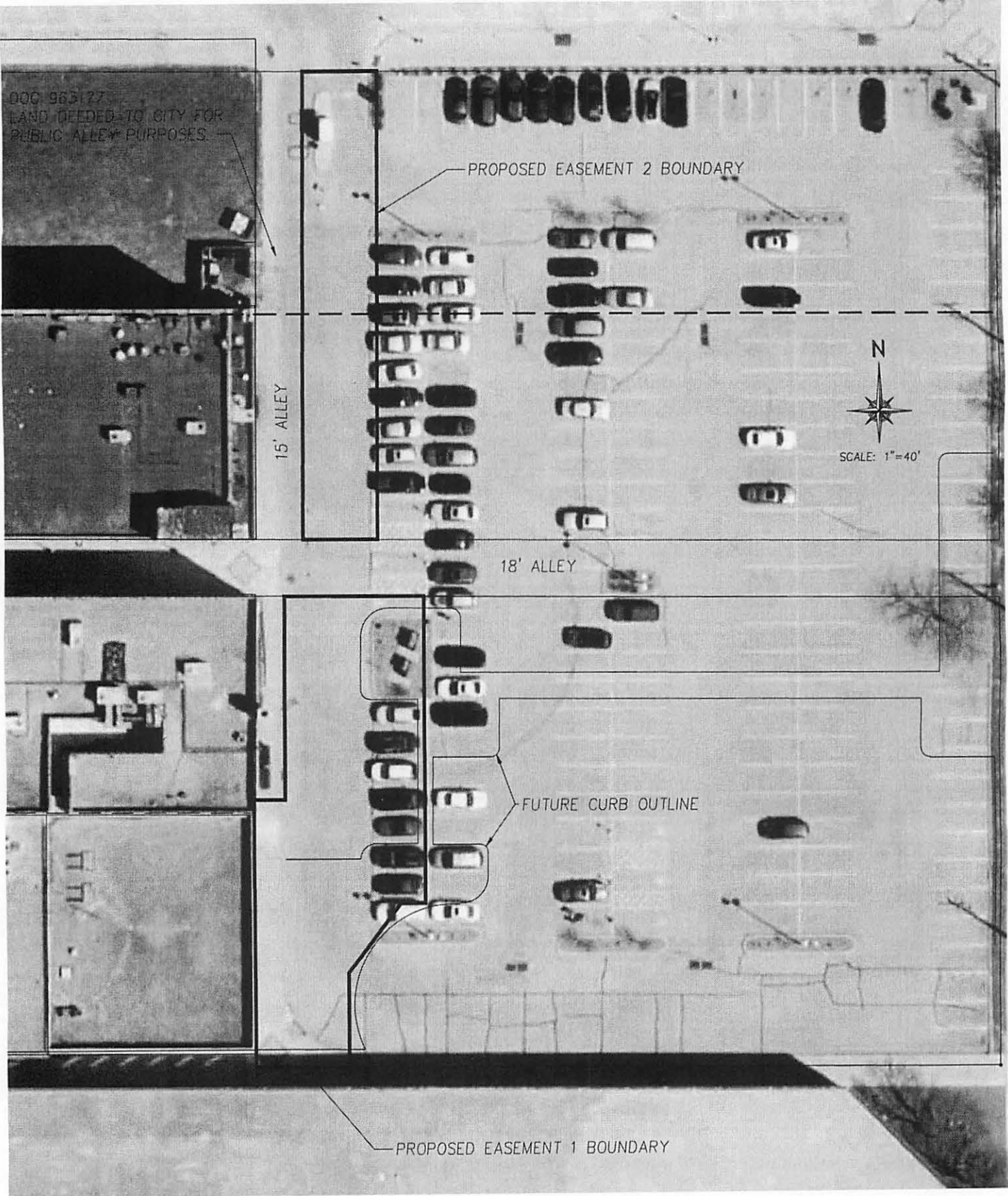
PROPOSED EASEMENT 2 BOUNDARY



18' ALLEY

FUTURE CURB OUTLINE

PROPOSED EASEMENT 1 BOUNDARY



III

Res. No. - 16 - 17. By Alderperson Wolf. September 6, 2016.

A RESOLUTION authorizing executing a one-year lease for the agricultural property known as the Schuchardt Property and accepting prior years of the 2014 & 2015.

WHEREAS: De Master Farms has leased the city property since 2013, but failed to execute leases with the City for 2014, 2015, and 2016. The City reserves the exclusive right to terminate in full or in part the lease with 20 days written notice for purposes of facilitating development needs and the Tenant understands that they need to remove the crops at their expense should the City exercise the 20-day termination notice.

WHEREAS: De Master Farms has provided checks in the amount of \$ 1,860 for years 2014 and 2015. Year 2016 will be paid prior to 12/31/2016.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached leases with De Master Farms for the years of 2014, 2015, 2016 agricultural use of approximately 31 acres of the former Schuchardt property.

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

AGRICULTURAL LAND LEASE

This lease entered into as of the 1st day of April, 2016, between CITY OF SHEBOYGAN, State of Wisconsin, hereinafter referred to as "LANDLORD", and DAVID and ELEANOR DEMASTER d/b/a DEMASTER FARMS of Cedar Grove, Wisconsin, hereinafter referred to as "TENANT":

W I T N E S S E T H :

1. **LEASE OF PREMISES:** LANDLORD for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by TENANT, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD on the same terms and conditions the following described premises:

various irregular parcels totaling approximately 31 acres as depicted on the attached maps.

2. **TERM:** This lease shall commence on April 1, 2016 and shall terminate on November 30, 2016. However, LANDLORD reserves the exclusive right to terminate in full or in part this lease with 20 days written notice for purposes of facilitating development needs.

3. **RENTAL:** The rental shall be \$1,860.00 per year, payable on or before December 31, 2016.

4. **STIPULATED USAGE:** The leased premises are to be used for agricultural purposes only. The TENANT covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. **LIABILITY INSURANCE:** It is the responsibility of TENANT to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to LANDLORD upon request.

6. **ASSIGNMENT AND SUBLETTING:** TENANT may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of LANDLORD, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet, but that such consent shall not be unreasonably withheld.

7. **COMPLIANCE WITH LAW:** TENANT shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof

relating to matters not covered elsewhere herein.

8. **LANDLORD'S ENTRY FOR INSPECTION:** LANDLORD and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of TENANT.

9. **EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS:** Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

10. **SUCCESSORS, ETC.:** The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

11. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year first above set forth.

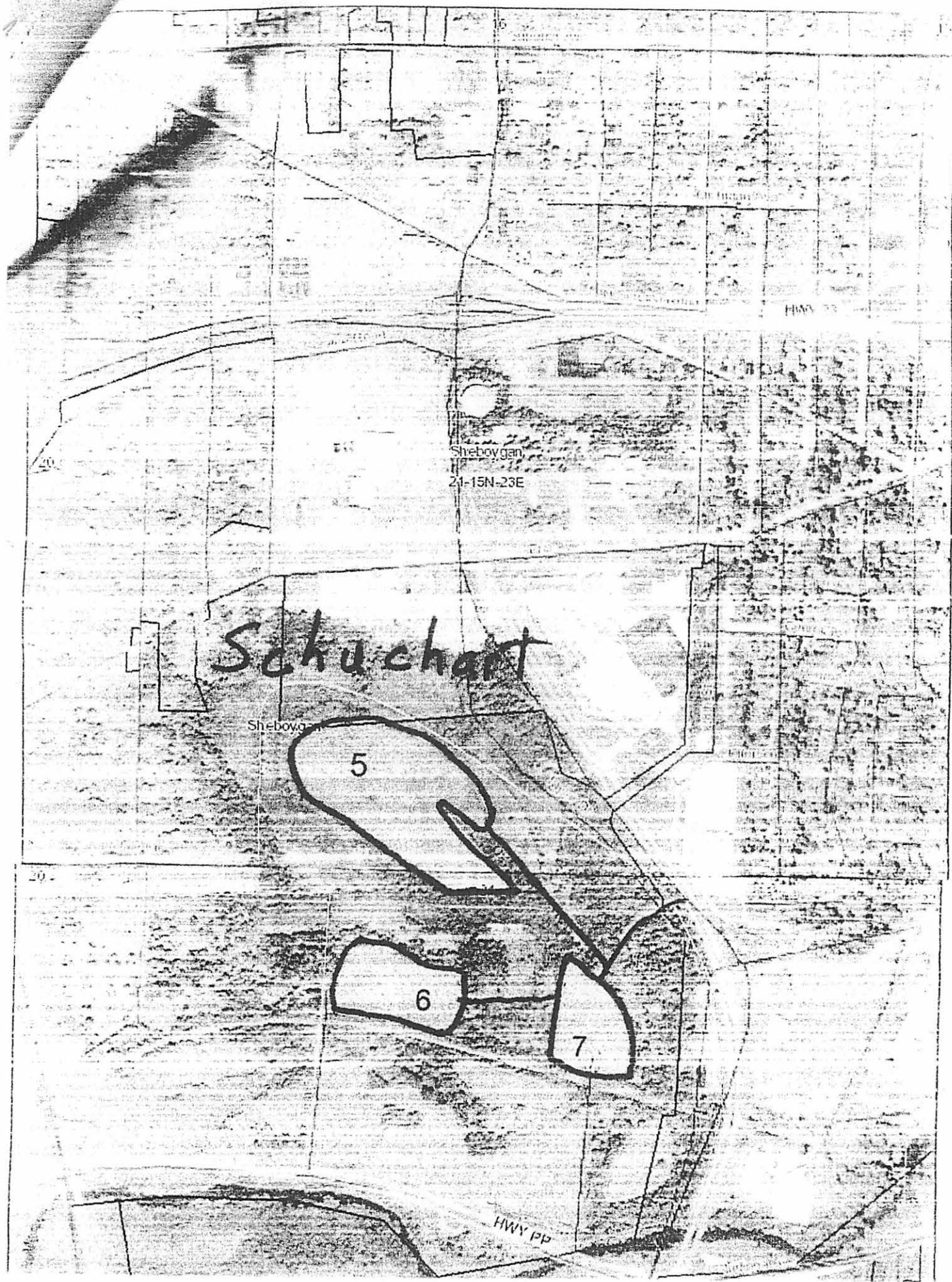
CITY OF SHEBOYGAN, LANDLORD

_____(SEAL)
Authorized Agent

DEMASTER FARMS, TENANT

David DeMaster _____(SEAL)
David DeMaster

Eleanor DeMaster _____(SEAL)
Eleanor DeMaster



Schuchart

Sheboygan
24-15N-23E

Sheboygan

5

6

7

HWY PP

17.72
7.33
5.6
30.68

III

Res. No. - 16 - 17 . By Alderperson Wolf. September 6, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for professional services related to the inspection of the Digester #3 cover and preparation of a design plan associated with lifting, necessary repairs and permanent mounting of the cover at the Regional Wastewater Treatment Facility by the manufacturer of the digester.

WHEREAS: Over the past several years the Wastewater Treatment Facility has demonstrated the value related to the treatment of High Strength Waste and has worked diligently to promote an increase in the receipt of these wastes for treatment at the facility and;

WHEREAS: The facility has identified a need for additional capacity to receive and store these wastes while they await treatment at the facility, while segregating them from normal wastes, and has identified Digester # 3 which is currently unused as a potential candidate for the storage of these wastes and;

WHEREAS: Prior to the use of Digester #3, a need for certain repairs have been identified most notably among them the inspection and permanent securement of the current floating cover and;

WHEREAS: The manufacturer of the digester and cover, Ovivo USA LLC, has submitted to the facility a proposal for this inspection which includes a design to safely lift the cover as well as a design for the necessary repairs and means to secure the cover permanently in place.

Finance

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ovivo USA LLC of Salt Lake City UT for the inspection of the cover and design of the work necessary to repair and permanently mount the cover in place in the amount of \$ 24,900.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #60138300-631100 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 Wolf. September 6, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish advance from the General Fund to the Marina Fund for Marina de-icing aeration equipment. The funds are to be repaid with interest earnings based on the Local Government Investment Pool rates.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	Marina Fund	
Advance to Marina Fund	Aeration Equipment	
101-133290	29037500-543999	\$90,055

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. September 6, 2016.

A RESOLUTION authorizing the appropriate City Officials approve the selling of right-of-way from the City for purposes of reconstruction of widening Cty Hwy EE.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into agreement with the Sheboygan County Highway Department relative to the selling of right-of-way along Cty Hwy EE.

WHEREAS, the project will need .2201 acres of land from the City at a value of \$40,000 per acre for a total value of \$8,804.

BE IT FURTHER RESOLVED: That the proper City Officials approve the agreement with the Sheboygan County Highway Department for said agreement.

Public Works

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

_____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing the Appropriate City Officials Approve the Selling City of Sheboygan Right-of-Way to the Sheboygan County Highway Department for the Reconstruction of County Highway OK.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: August 11, 2016

MEETING DATE: August 15, 2016

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: N/A

BACKGROUND / ANALYSIS:

The Sheboygan County Highway Department is reconstructing County Highway OK from County Highway EE to County Highway V.

STAFF COMMENTS:

The additional City right-of-way is needed to safely construct this section of County Highway OK.

ACTION REQUESTED:

Motion to recommend Common Council approve resolution to authorizing the appropriate City Officials approve the selling City of Sheboygan right-of-way to the Sheboygan County Highway Department for the reconstruction of County Highway OK.

ATTACHMENTS:

- I. Res. __-16-17

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. September 6, 2016.

A RESOLUTION authorizing the appropriate City Officials approve the selling of right-of-way from the City for purposes of reconstruction and widening Cty Hwy OK.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into agreement with the Sheboygan County Highway Department relative to the selling of right-of-way along Cty Hwy OK.

WHEREAS, the project will need .581 acres of land from the City at a value of \$40,000 per acre for a total value of \$23,240.

BE IT FURTHER RESOLVED: That the proper City Officials approve the agreement with the Sheboygan County Highway Department for said agreement.

Public Works

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

_____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing the Appropriate City Officials Approve the Selling City of Sheboygan Right-of-Way to the Sheboygan County Highway Department for the Reconstruction and Widening of County Highway EE.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: August 23, 2016

MEETING DATE: September 6, 2016

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: N/A

BACKGROUND / ANALYSIS:

The Sheboygan County Highway Department is replacing a culvert on County Highway EE.

STAFF COMMENTS:

The additional City right-of-way is needed to safely construct this section of County Highway EE.

ACTION REQUESTED:

Motion to recommend Common Council approve resolution to authorizing the appropriate City Officials approve the selling City of Sheboygan right-of-way to the Sheboygan County Highway Department for the reconstruction and widening of County Highway EE.

ATTACHMENTS:

- I. Res. __-16-17

III

Res. No. _____ -16 -17 . By Alderperson Belanger. September 6, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of seasonal and permanent aeration equipment at the Harbor Centre Marina in an effort to protect the docking systems from severe damage caused by winter ice.

WHEREAS: Over the past several years the Harbor Centre Marina has experienced significant and costly damage to its docking systems caused by the shifting of ice in the marina. In 2015 a study was commissioned between Smithgroupjjr and the City of Sheboygan to determine the root causes of this ice shifting and explore potential solutions. The final report issued by SmithgroupJJR included a number of options with the most cost effective being the installation of aeration equipment around the docks to keep the water from freezing and;

WHEREAS: Working with a Wisconsin based manufacturer of aeration equipment, Kasco Marine Inc., a placement plan was developed to determine the quantity and type of units required for complete protection of all of the dockage in its winter position. From this plan, a Request for Bids was issued for the purchase and installation of the equipment, and;

WHEREAS: It is also recognized that off-season storage of the temporary units will be a challenge. It has been determined that an enclosed cargo trailer will allow the units to be stored in a safe, secure manner and transported between the Marina and the off-season parking area. Therefore, included with this request is an allowance of \$ 4,500.00 for the purchase of a new cargo trailer from a local dealer.

Public Works.

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 anti-icing aeration equipment in the amount of \$ 87,175.30 and an additional trailer allowance of \$ 4,500.00 for a total cost of \$ 91,675.30 and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #29037500-543999 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

CITY OF SHEBOYGAN

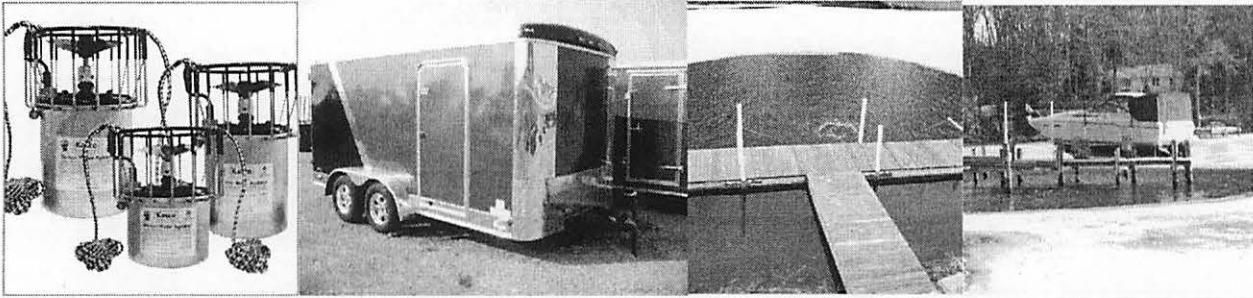
REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize purchase and installation of aeration equipment to minimize damage to the Harbor Centre Marina docking systems by shifting winter ice.

REPORT PREPARED BY: Bernard R. Rammer

REPORT DATE: August 27, 2016

MEETING DATE: September 6, 2016



FISCAL SUMMARY:

Budget Line Item: 29037500-543999
Budget Summary: Harbor Centre
Marina Fund
Budgeted Expenditure: \$ 91,675.30
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This resolution authorizes the Marina to purchase and have installed aeration equipment around the docking systems to prevent shifting ice from causing damage to the docks resulting in un-planned costly repairs.

STAFF COMMENTS:

This preventative measure was recommended by the consulting firm hired by the City of Sheboygan to study the increase in ice damage over the past several years to the Marina docking systems and provide alternatives to annual ice damage. The alternatives ranged from aeration to changes in the physical structure and location of the Marina entrance and the breakwater. The installation of aeration equipment was by far, the least costly alternative. The project was put to bid with Flotation Dock Systems of Cedarville MI submitting the lowest overall cost.

ACTION REQUESTED:

It is the recommendation of the Marina that the Public Works Committee approves this request and supports passage of the Resolution. Total cost of the equipment including installation and a storage trailer for off-season storage of the units is \$91,675.30

ATTACHMENTS:

I. Res. __-16-17

VI

R. C. No. - 16 - 17. By LAW AND LICENSING. September 6, 2016.

Your Committee to whom was referred R. O. No. 75-16-17 by the City Clerk submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends denying Beverage Operator's License application #1226 based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, and his record as a repeat law violator.

neg.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.2

R. O. No. 75 - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

Law & Lic.
~~8/1/16 - grant all lic. Tranquil Remedies, Garcia, Urbina, Schroeter, Barr, Christmas, Mason, Urbina~~
~~8/15/16 - grant Mason, Schroeter, Urbina, Tranquil & deny Christmas~~
~~9/6/16 - deny Garcia + grant Barr~~

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2381	Bourbon Street Pub & Grill	1536 Indiana Ave. - one-day event to be Held 8/20/16 to include current premise and the parking lot on the west side of building.
2921	The Walkabout	2401 Calumet Dr. - one-day event to be Held 9/17/16 to include current premise & to include the driveway and grassy area north and east of the building.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3213	Mezza Luna	1402 S. 8 th St.

CLASS "C" WINE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3213	Mezza Luna	1402 S. 8 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3210	Tranquil Remedies LLC	3053 Calumet Dr.
3211	Young at Heart Mass. & Well.	3053 Calumet Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7446	Anderson, Peggy J.	708 S. 22 nd St.
1183	Barr, Tosha M.	1805 Bell Ave.
1181	Beik, Kenneth A.	830 N. Water St. #317
7447	Berg, William J. (Club)	1738 Playbird Rd.
9410	Christman, Cynthia D.	1316 Jefferson Ave.
1177	Dowe, Therese Ann	3407 Northwoods Rd., Port Wash.
1167	Dyken, Nathanael J.	1308 S. 19 th St.
9794	East, Jacob A.	1118A Superior Ave.
1175	Fitzgerald, Kate M.	517 E Riverside Dr., Kohler
1226	Garcia, Antobeli A.	532A S. Water St.
6768	Gavin, Alice A.	120 Red Tail Dr., Sheb. Falls
1196	Jenson, Andrew S.	518 N. 8 th St.
1217	Krueger, Abigail C.	W4490 Willow Bend Rd., Waldo
1212	Lee, Yong	1303 N. 47 th St.
8607	Malson, Joshua J.	2113 N. 20 th St.
0419	Nelson, Stephen B.	6529 Paradise Ln., Sheb. Falls
0481	Nenadal, Susan E.	3717 Larkspur Way
1236	Nichols, Tonia M.	721 Bluff Ave.
1192	Olson, James M.	1132 Superior Ave.
1232	Ovrebo, Tanya L.	2552 Calumet Dr.
1206	Patel, Yagnesh	723 Center Ave.
0048	Ramirez, Fabian E.	1118 Superior Ave., #A
1228	Ritmiller, Amanda J.	1827 N. 23 rd St.
1201	Santiago-Reyes, Caroline	1531 N. 20 th St.
7934	Schroeter, Eric S.	5430 Moenning Rd.
8911	Siever, Rachelle A.	3506 Willow Circle
8541	Starr, Bradley	2322 S. 12 th St.
0459	Thompson, Nico S.	304 Michigan St., Sheb. Falls
8969	Unhold, Franz V.	4433 S. 8 th St.
0629	Urbina, Rebecca L.	1701 N. 27 th St.
1231	Williams, Rhea K.	827 Pennsylvania Ave.
0691	Wilsing, Amanda J.	828 N. Water St., #18
2318	Winkel, Gregg S.	3219 Main Ave.
2331	Wollin, Kristopher A.	3201 S. 12 th St.

TAXI CAB LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8546	Frei, Dorris M.	701 S. 15 th St.
9238	Ringel, Robert S.	1620 Cambridge Ave.

VIII

R. C. No. - 16 - 17. By FINANCE. September 6, 2016.

Your Committee to whom was referred (DIRECT REFERRAL) Res. No. 75-16-17 by Alderperson Wolf to authorize a transfer of appropriations in the 2016 Budget for 2016 Community Development Block Grant Entitlement Program; recommends the resolution be approved.

reg

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL

Res No. 75 - 16 - 17. By Alderperson Wolf. August 8, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish estimated revenue and appropriation for 2016 Community Development Block Grant Entitlement Program:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Community Block Grant Fund Entitlement 21661100-431901-0	Community Block Grant Fund NSRA No. 1 Officers 21696100-540100	\$30,000
	Family Connections 21698100-590100	\$ 2,000
	Partners for Community Development 21698100-590100	\$17,500
	Shoreline Metro 21693200-590100	\$42,493
	Sheboygan County Interfaith 21698100-590100-10268	\$ 5,000
	Park Facilities 21653000-631100	\$231,213
	Salvation Army 21698100-590100	\$43,500
	Lakeshore CAP 21698100-590100	\$18,000
	Lakeshore Community Health Center 21698100-590100	\$ 2,000
	Family Service Association 21698100-590100	\$ 9,987
	Administration 21698100-521500-10400	\$162,678

*Finance
Approve*

Street Improvements	
21661100-631100	\$100,000
Commercial Development	
21661100-631100	\$132,037

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

FAMILY CONNECTIONS, INC.

FOR CDBG FUNDS FOR 2016 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "CITY," and Family Connections, a Wisconsin not for profit corporation with an office at 2508 South 8th Street, Sheboygan, Wisconsin, hereinafter called "FAMILY CONNECTIONS".

WITNESSETH:

WHEREAS, the CITY has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "CDBG FUNDS"; and

WHEREAS, the CITY is committed to promoting the public health, safety and welfare of the Sheboygan community and the improvement of the lives of community youth and their families; and

WHEREAS, FAMILY CONNECTIONS is a child care resource and referral agency and operates a program called "Connections" which offers assistance on behalf of specific families to regulated child care providers; and

WHEREAS, FAMILY CONNECTIONS submitted a proposal for CDBG FUNDS to be utilized to provide these services to low and moderate income participants; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Two Thousand and 00/100 (\$2,000.00) Dollars of the 2016 CDBG FUNDS for FAMILY CONNECTIONS to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by FAMILY CONNECTIONS for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the CITY and FAMILY CONNECTIONS mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves assisting Sheboygan families under FAMILY CONNECTIONS' "Connections" program which assists the parent in paying for child care, provides the family with case management services as needed, and requires attendance at monthly meetings and attendance at a budget counseling session

with Family Services. Fifty-one percent of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY FAMILY CONNECTIONS

1. **FAMILY CONNECTIONS** shall provide the necessary personnel to carry out the terms of this Agreement to assist up to three new households and seven children from the City of Sheboygan under **FAMILY CONNECTIONS'** "Connections" program at an estimated cost of nearly \$1500 for each family. The families assisted shall be under 250% of the federal poverty level.

2. The services of **FAMILY CONNECTIONS** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **FAMILY CONNECTIONS** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **FAMILY CONNECTIONS'** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

FAMILY CONNECTIONS shall be compensated for actual costs incurred on a lump sum basis. The Department of City Development may authorize, in writing, upon written request by **FAMILY CONNECTIONS**, the use of HUD monies for other

expenditures. The CITY agrees to compensate FAMILY CONNECTIONS up to, but not exceeding, the total amount of Two Thousand and 00/100 (\$2,000.00) dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

FAMILY CONNECTIONS shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The CITY agrees to make payment within fifteen (15) days of receipt of such request.

ARTICLE VII - QUARTERLY REPORT BY FAMILY CONNECTIONS

Any and all expenditures of monies received by FAMILY CONNECTIONS pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the CITY and to assist low and moderate-income people residing in such areas. FAMILY CONNECTIONS shall provide the CITY with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the CITY shall have access to all the books and records of FAMILY CONNECTIONS pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, FAMILY CONNECTIONS agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY FAMILY CONNECTIONS

FAMILY CONNECTIONS shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **FAMILY CONNECTIONS** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **FAMILY CONNECTIONS** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

FAMILY CONNECTIONS shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **FAMILY CONNECTIONS** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **FAMILY CONNECTIONS'** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

FAMILY CONNECTIONS agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **FAMILY CONNECTIONS** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **FAMILY CONNECTIONS**.

FAMILY CONNECTIONS shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

FAMILY CONNECTIONS covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this 18th day of October, 2016.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Susan Richards
Susan Richards, City Clerk

IN WITNESS WHEREOF, Family Connections, Inc. has caused this Agreement to be signed this 9th day of September, 2016.

FAMILY CONNECTIONS, INC.

BY: Martina Paltesse

ATTEST: Susan City

Examined and Approved as to
Form and Execution this 18th
day of October, 2016.

Charles C. Adams
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.
No. 75-16-17.

AGREEMENT

**BETWEEN THE CITY OF SHEBOYGAN AND
FAMILY SERVICE ASSOCIATION OF SHEBOYGAN, INC.**

FOR CDBG FUNDS FOR 2016 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY,**" and Family Service Association of Sheboygan, Inc., 1930 North 8th Street, Sheboygan, Wisconsin, a not for profit corporation, hereinafter called "**FAMILY SERVICE.**"

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "**CDBG FUNDS**"; and

WHEREAS, the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community and economic growth and development; and

WHEREAS, **FAMILY SERVICE** provides one-on-one financial and housing counseling and educational programs to promote financial literacy and financial stability; and

WHEREAS, **FAMILY SERVICE** submitted a proposal for **CDBG FUNDS** to be utilized to provide these services to low and moderate income participants; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Nine Thousand Nine Hundred Eighty-seven and 00/100 (\$9,987.00) Dollars of the 2016 **CDBG FUNDS** for **FAMILY SERVICE** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **FAMILY SERVICE** for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **FAMILY SERVICE** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to

individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY FAMILY SERVICE

1. **FAMILY SERVICE** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **FAMILY SERVICE** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **FAMILY SERVICE** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **FAMILY SERVICE'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

4. **FAMILY SERVICE** shall provide one-on-one financial and housing counseling and educational programs to encourage low and moderate income individuals to become financially self-sufficient.

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

In response to itemized bills for salary and fringe benefits, **FAMILY SERVICE** shall be compensated for actual costs incurred. The Department of City Development may authorize, in writing, upon written request by **FAMILY SERVICE**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate

FAMILY SERVICE up to, but not exceeding, the total amount of Nine Thousand Nine Hundred Eighty-seven and 00/100 (\$9,987.00) Dollars for the entire contract period on a lump sum basis.

ARTICLE VI - REQUEST FOR PAYMENT

FAMILY SERVICE shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The **CITY** agrees to make payment within fifteen (15) days of receipt of such request.

ARTICLE VII - QUARTERLY REPORT BY FAMILY SERVICE

Any and all expenditures of monies received by **FAMILY SERVICES** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **FAMILY SERVICES** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **FAMILY SERVICE** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **FAMILY SERVICE** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY FAMILY SERVICE

FAMILY SERVICE shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **FAMILY SERVICE** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **FAMILY SERVICE** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

FAMILY SERVICE shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **FAMILY SERVICE** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **FAMILY SERVICE'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

FAMILY SERVICE agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **FAMILY SERVICE** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **FAMILY SERVICE**.

FAMILY SERVICE shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

FAMILY SERVICE covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this 20 day of September, 2016.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Susan Richards
Susan Richards, City Clerk

IN WITNESS WHEREOF, Family Service Association of Sheboygan, Inc. has caused this Agreement to be signed this 14 day of September, 2016.

Susan M Georgeff
Notary Public
State of Wisconsin

Expires 07-27-2019

FAMILY SERVICE
ASSOCIATION OF SHEBOYGAN,
INC.

BY: Wayne Griesbach
ATTEST: Susan M Georgeff

Examined and Approved as to Form and Execution this 20 day of September, 2016.

Charles C Adams
Charles C Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res. No. 75-16-17.

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

THE SALVATION ARMY

FOR CDBG FUNDS FOR 2016 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "CITY," and The Salvation Army of Sheboygan, an Illinois Corporation located at 710 Pennsylvania Avenue, Sheboygan, Wisconsin, a not for profit corporation, hereinafter called "SALVATION ARMY."

WITNESSETH:

WHEREAS, the CITY has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "CDBG FUNDS"; and

WHEREAS, the CITY is committed to services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the CITY; and

WHEREAS, SALVATION ARMY has submitted a proposal for funding and support of a 45 bed shelter. The services provided to the residents include transportation assistance, daycare assistance, meals, personal care/hygiene products, referrals to addition community resources, and educational opportunities regarding job readiness, budget counseling, and fair housing. In addition to these services, individualized case management also addresses a variety of needs related to Social Security Income, completion of high school diplomas or equivalent, assistance finding mental health/ AODA treatment, and daily living social skills; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Forty-three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars of the 2016 CDBG FUNDS for SALVATION ARMY to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by SALVATION ARMY for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the CITY and SALVATION ARMY mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives

of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through the provision of housing counseling services in the City of Sheboygan. **SALVATION ARMY** shall continue to provide supportive services for minority low and moderate-income persons and economic development in targeted areas of the **CITY**. **SALVATION ARMY** shall utilize these CDBG funds to support the 45 bed shelter. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income. Documentation shall be in a form signed by each individual or family counseled or assisted.

ARTICLE II - SERVICES PROVIDED BY SALVATION ARMY

1. **SALVATION ARMY** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **SALVATION ARMY** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **SALVATION ARMY** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **SALVATION ARMY'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to illegally discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

SALVATION ARMY shall be compensated for actual service costs incurred on a lump sum basis with proper documentation provided. The Department of City Development may authorize, in writing, upon written request by **SALVATION ARMY**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Forty-three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

SALVATION ARMY shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used. The **CITY** may disburse payment in one lump sum payment.

ARTICLE VII - QUARTERLY REPORT BY SALVATION ARMY

Any and all expenditures of monies received by **SALVATION ARMY** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **SALVATION ARMY** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **SALVATION ARMY** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **SALVATION ARMY** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY SALVATION ARMY

SALVATION ARMY shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the CITY, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by SALVATION ARMY of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which SALVATION ARMY may have against the CITY under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

SALVATION ARMY shall have no power to solicit proposals, bids, or contracts on behalf of the CITY. Furthermore, SALVATION ARMY shall have no authority to bind the CITY or act in the CITY'S behalf in any manner whatsoever. SALVATION ARMY'S authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

SALVATION ARMY agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. SALVATION ARMY further agrees to hold harmless the CITY, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of SALVATION ARMY.

SALVATION ARMY shall provide the CITY with a certificate of insurance in an amount acceptable to the CITY. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

SALVATION ARMY covenants and agrees that no officer or employee of the corporation has any interest, nor shall they

it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, ~~giving notice in writing to the organization at its last known post office address.~~

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this 3rd day of January, 2017.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Susan Richards
Susan Richards, City Clerk

IN WITNESS WHEREOF, Salvation Army of Sheboygan has caused this Agreement to be signed this 14th day of November, 2016.

SALVATION ARMY OF SHEBOYGAN

BY: Bramwell E. Higgins
Bramwell E. Higgins
Secretary

ATTEST: Ralph Bukiewicz
Ralph Bukiewicz
Assistant Secretary

Examined and Approved as to Form and Execution this 11 day of January, 2017.

Charles C. Adams
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res. No. 75-16-17.

This Agreement is authorized by and in accordance with Res.
No. 75-16-17.

AGREEMENT

**BETWEEN THE CITY OF SHEBOYGAN AND
SHEBOYGAN TRANSIT COMMISSION**

FOR CDBG FUNDS FOR 2016 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Sheboygan Transit Commission, a Wisconsin transit commission established pursuant to sec. 66.1021, Wis. Stats., hereinafter called "**TRANSIT**".

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "**CDBG FUNDS**"; and

WHEREAS, the **CITY** is committed to promoting economic growth and development, job training, rehabilitative services and economic development, public health, safety and welfare of the Sheboygan Community; and

WHEREAS, **TRANSIT** operates a comprehensive unified local transportation system, of which the major portions are within the City of Sheboygan; and

WHEREAS, **TRANSIT** submitted a proposal for **CDBG FUNDS** to be utilized to maintain Saturday and night weekday transit service; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Forty-Two Thousand Four Hundred Ninety-Three and 00/100 (\$42,493.00) Dollars of the 2016 **CDBG FUNDS** for **TRANSIT** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **TRANSIT** for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **TRANSIT** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through serving the mobility needs of youth, the elderly, the mobility impaired, low income households, zero- and one-vehicle

households and other transit dependent populations. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY TRANSIT

1. **TRANSIT** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **TRANSIT** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **TRANSIT** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **TRANSIT'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

TRANSIT shall be compensated for actual costs incurred. The City Finance Department shall make a transfer from the CDBG Account to the City's General Fund for the **TRANSIT** compensation. The Department of City Development may authorize, in writing,

upon written request by TRANSIT, the use of HUD monies for other expenditures. The CITY agrees to compensate TRANSIT up to, but not exceeding, the total amount of Forty-Two Thousand Four Hundred Ninety-Three and 00/100 (\$42,493.00) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

TRANSIT shall be compensated for actual costs incurred. The City Finance Department shall make an internal transfer from the designated Community Development Block Grant Account to the City's General Fund for the TRANSIT compensation.

ARTICLE VII - QUARTERLY REPORT BY TRANSIT

Any and all expenditures of monies received by TRANSIT pursuant to the terms of this Agreement shall be made for the purpose set forth herein. TRANSIT shall provide the CITY with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15 and as necessary during the remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the information that should be provided. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the CITY shall have access to all the books and records of TRANSIT pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, TRANSIT agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY TRANSIT

TRANSIT shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the CITY, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by TRANSIT of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which TRANSIT may have against the CITY under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

TRANSIT shall have no power to solicit proposals, bids, or contracts on behalf of the CITY. Furthermore, TRANSIT shall have no authority to bind the CITY or act in the CITY'S behalf in any manner whatsoever. TRANSIT'S authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

TRANSIT agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. TRANSIT further agrees to hold harmless the CITY, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of TRANSIT.

TRANSIT shall provide the CITY with a certificate of insurance in an amount acceptable to the CITY. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

TRANSIT covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this 28th day of September, 2016.


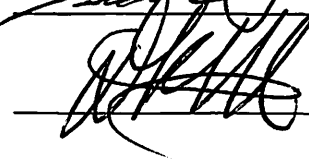
CITY OF SHEBOYGAN

BY: 
Michael Vandersteen, Mayor

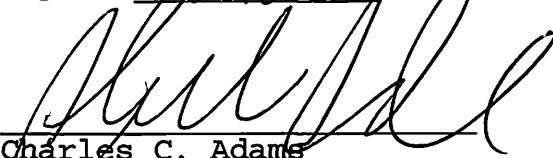
ATTEST: 
Susan Richards, City Clerk

IN WITNESS WHEREOF, Sheboygan Transit Commission has caused this Agreement to be signed this 22nd day of September, 2016.

SHEBOYGAN TRANSIT COMMISSION

BY: 
ATTEST: 

Examined and Approved as to Form and Execution this 18 day of October, 2016.


Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res. No. 75-16-17.

AGREEMENT

**BETWEEN THE CITY OF SHEBOYGAN AND
LAKESHORE CAP, INC OF WISCONSIN
FOR CDBG FUNDS FOR 2016 PROGRAM YEAR**

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Lakeshore CAP, Inc. of Wisconsin with an office at 2508 S 8th Street, Sheboygan, WI, hereinafter called "**LCAP**".

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "**CDBG FUNDS**"; and

WHEREAS, the **CITY** is committed to services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the **CITY**; and

WHEREAS, **LCAP** has submitted a proposal for funding and support to provide housing counseling services to low and moderate income households including application, screening resource and referral, landlord/tenant mediation, verifying and approving of applicants; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Eighteen Thousand and 00/100 (\$18,000.00) Dollars of the 2016 **CDBG FUNDS** for **LCAP** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by SHC for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **LCAP** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through the provision of housing counseling services in the City of Sheboygan. **LCAP** shall continue to provide supportive services for minority low and moderate-income persons and economic development in targeted areas of the **CITY**. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

Documentation shall be in a form signed by each individual or family counseled or assisted.

ARTICLE II - SERVICES PROVIDED BY LCAP

1. **LCAP** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **LCAP** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **LCAP** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **LCAP's** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

LCAP shall be compensated for actual service costs incurred on a lump sum basis with proper documentation provided. The Department of City Development may authorize, in writing, upon written request by **LCAP**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Eighteen Thousand and 00/100 (\$18,000.00) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

LCAP shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used. The CITY may disburse payment in one lump sum payment.

ARTICLE VII - QUARTERLY REPORT BY LCAP

Any and all expenditures of monies received by LCAP pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the CITY and to assist low and moderate-income people residing in such areas. LCAP shall provide the CITY with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the CITY shall have access to all the books and records of LCAP pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, LCAP agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY LCAP

LCAP shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the CITY, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by LCAP of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which LCAP may have against the CITY under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

LCAP shall have no power to solicit proposals, bids, or contracts on behalf of the CITY. Furthermore, LCAP shall have no authority to bind the CITY or act in the CITY'S behalf in any manner whatsoever. LCAP's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

LCAP agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. LCAP further agrees to hold harmless the CITY, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of LCAP.

LCAP shall provide the CITY with a certificate of insurance in an amount acceptable to the CITY. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

LCAP covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or

suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this 24th day of October, 2016.

CITY OF SHEBOYGAN

BY: 
Michael Vandersteen, Mayor

ATTEST: 
Susan Richards, City Clerk

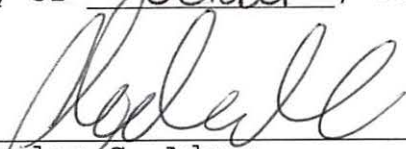
IN WITNESS WHEREOF, Lakeshore CAP, Inc of Wisconsin has caused this Agreement to be signed this 16th day of Sept., 2016.

LAKESHORE CAP, INC OF WISCONSIN

BY: 

ATTEST: _____

Examined and Approved as to Form and Execution this 26 day of October, 2016.


Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res. No. 75-16-17.

AGREEMENT

**BETWEEN THE CITY OF SHEBOYGAN AND
PARTNERS FOR COMMUNITY DEVELOPMENT
FOR CDBG FUNDS FOR 2016 PROGRAM YEAR**

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**", and **PARTNERS FOR COMMUNITY DEVELOPMENT** a Wisconsin not for profit corporation, hereinafter called "**PARTNERS**".

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "**CDBG FUNDS**"; and

WHEREAS, the **CITY** is committed to job training, supporting services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the **CITY**; and

WHEREAS, **PARTNERS** submitted a proposal for **CDBG FUNDS** to be utilized to administer housing assistance programs. The Request for Proposals (RFP) submitted by **PARTNERS** for this program year shall be the basis for the requirements that need to be followed in regards to this contract; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Seventeen Thousand Five Hundred and 00/100 (\$17,500.00) Dollars of the 2016 **CDBG FUNDS** for **PARTNERS** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **PARTNERS** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY PARTNERS

1. **PARTNERS** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **PARTNERS** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **PARTNERS** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **PARTNERS'** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

PARTNERS shall be compensated for actual monthly costs incurred. The Department of City Development may authorize, in writing, upon written request by **PARTNERS**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Seventeen Thousand Five Hundred and 00/100 (\$17,500) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

PARTNERS shall submit a written request for payment to the

Department of City Development on the first day of each month. The CITY agrees to make payment each month within fifteen (15) days of receipt of such request.

ARTICLE VII - QUARTERLY REPORT BY PARTNERS

Any and all expenditures of monies received by **PARTNERS** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to administering the housing assistance programs. **PARTNERS** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before January 15, April 15, July 15 & October 15, and as necessary through the remainder of the year. Additionally, **PARTNERS** shall provide the **CITY** with a written report describing its accomplishments directly related to the services it is required to perform under this Agreement and shall submit such report to the **CITY**, quarterly, on the aforementioned dates. Such report shall show the number of low or moderate income individuals or families assisted and racial data. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **PARTNERS** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **PARTNERS** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY PARTNERS

PARTNERS shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by **PARTNERS** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **PARTNERS** may have against the **CITY** under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

PARTNERS shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **PARTNERS** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **PARTNERS'** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

PARTNERS agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **PARTNERS** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **PARTNERS**.

PARTNERS shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

PARTNERS covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any

person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.


IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and ~~Susan Richards~~, ^{Deputy} City Clerk, this 26th day of September, 2016.

DeBruin

Meredith


CITY OF SHEBOYGAN

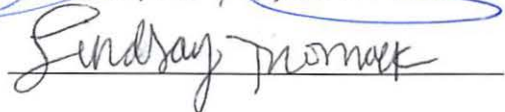
BY: 
Michael Vandersteen, Mayor

ATTEST: 
~~Susan Richards, City Clerk~~
Meredith DeBruin, Deputy City Clerk

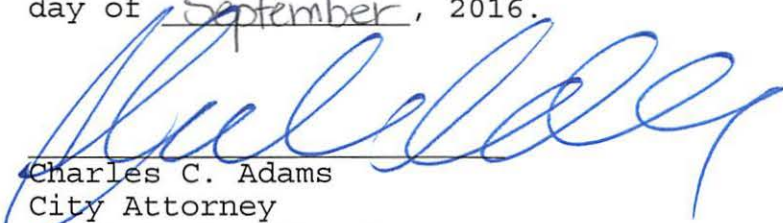
IN WITNESS WHEREOF, Partners for Community Development has caused this Agreement to be signed this 15th day of September, 2016.

PARTNERS FOR COMMUNITY DEVELOPMENT

BY: 
Lucio Fuentes, Executive Director

ATTEST: 

Examined and Approved as to Form and Execution this 26th day of September, 2016.


Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res. No. 75-16-17.

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN AND

LAKESHORE COMMUNITY HEALTH CENTER

FOR CDBG FUNDS FOR 2016 PROGRAM YEAR

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Sheboygan Area Community Clinics INC dba Lakeshore Community Health Center, a nonprofit, incorporated organization, hereinafter called the "**LCHC**".

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "**CDBG FUNDS**"; and

WHEREAS, the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community; and

WHEREAS, **LCHC** submitted a proposal for **CDBG FUNDS** to be utilized to enable the **LCHC** to partially fund its medicine project and purchase of bus tokens; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Two Thousand and 00/100 (\$2,000.00) Dollars of the 2016 **CDBG FUNDS** for **LCHC** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **LCHC** for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **LCHC** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY LCHC

1. **LCHC** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of LCHC or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. LCHC shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate LCHC'S responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

The CITY agrees to provide the LCHC up to, but not exceeding, the total amount of Two Thousand and 00/100 (\$2,000.00) Dollars of the 2016 CDBG FUNDS for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

LCHC shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used.

ARTICLE VII - QUARTERLY REPORT BY LCHC

Any and all expenditures of monies received by LCHC pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the CITY and to assist low and moderate-income people residing in such areas. LCHC shall provide the CITY with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the CITY shall have access to all the books and records of LCHC pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, LCHC agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY LCHC

LCHC shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the CITY, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by LCHC of any payment made under this

Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which LCHC may have against the CITY under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

LCHC shall have no power to solicit proposals, bids, or contracts on behalf of the CITY. Furthermore, LCHC shall have no authority to bind the CITY or act in the CITY'S behalf in any manner whatsoever. LCHC'S authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

LCHC agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. LCHC further agrees to hold harmless the CITY, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of LCHC.

LCHC shall provide the CITY with a certificate of insurance in an amount acceptable to the CITY. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST


LCHC covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this 24th day of October, 2016.

CITY OF SHEBOYGAN

BY: 
Michael Vandersteen, Mayor

ATTEST: 
Susan Richards, City Clerk

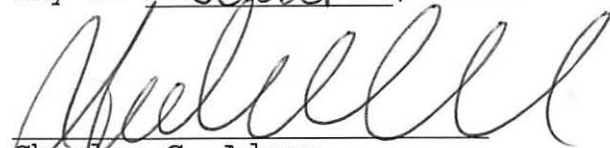
IN WITNESS WHEREOF, the Lakeshore Community Health Clinic has caused this Agreement to be signed this 15th day of September, 2016.

Lakeshore Community Health Clinic

BY: 

ATTEST: 

Examined and Approved as to Form and Execution this 26 day of October, 2016.


Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res. No. 75-16-17.

AGREEMENT

**BETWEEN THE CITY OF SHEBOYGAN AND
SHEBOYGAN COUNTY INTERFAITH ORGANIZATION
FOR CDBG FUNDS FOR 2016 PROGRAM YEAR**

THIS AGREEMENT made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and the Sheboygan County Interfaith Organization, Inc., Sheboygan, Wisconsin, a not for profit corporation, hereinafter called "**SCIO**".

WITNESSETH:

WHEREAS, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2016 program year, hereinafter called "**CDBG FUNDS**"; and

WHEREAS, the **CITY** is committed to job training, supporting services for minorities and economic development; and

WHEREAS, **SCIO** provides assistances to mothers by providing a safe place to live along with counseling on finances, parenting, communication, meal planning, and wellness; and

WHEREAS, **SCIO** submitted a proposal for **CDBG FUNDS** to be utilized to enable **SCIO** to continue support Bridgeway and Beyond Transitional Living program; to serve the city's homeless women and children; and

WHEREAS, **SCIO** has also submitted a proposal to provide in-house social work case management and childcare for high-risk low-income women with children; and

WHEREAS, the Common Council for the City of Sheboygan has allocated Five Thousand and 00/100 (\$5,000.00) Dollars of the 2016 **CDBG FUNDS** for **SCIO** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **SCIO** for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **SCIO** mutually agree as follows:

ARTICLE I - GENERAL DESCRIPTION OF PROJECT

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to

encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

ARTICLE II - SERVICES PROVIDED BY SCIO

1. SCIO shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of SCIO or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. SCIO shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate SCIO's responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

4. SCIO shall provide services to include, but are not limited to, the following:

Bridgeway and Beyond Transitional Living Program

ARTICLE III - NONDISCRIMINATION PROVISION

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties further agree to take affirmative action to ensure equal employment opportunities.

ARTICLE IV - CONTRACT PERIOD

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2016 and ending March 31, 2017.

ARTICLE V - COMPENSATION

SCIO shall be compensated for actual service costs incurred. The Department of City Development may authorize, in writing, upon written request by SCIO, the use of HUD monies for

other expenditures. The CITY agrees to compensate SCIO up to, but not exceeding, the total amount of Five Thousand and 00/100 (\$5,000.00) Dollars for the entire contract period.

ARTICLE VI - REQUEST FOR PAYMENT

SCIO shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used.

ARTICLE VII - QUARTERLY REPORT BY SCIO

Any and all expenditures of monies received by SCIO pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the CITY and to assist low and moderate-income people residing in such areas. SCIO shall provide the CITY with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.

ARTICLE VIII - VERIFICATIONS OF EXPENDITURES

The Finance Director/Treasurer of the CITY shall have access to all the books and records of SCIO pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

ARTICLE IX - WAIVER OF RELOCATION COSTS

In the event this Agreement is amended, modified, terminated, canceled or not renewed, SCIO agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

ARTICLE X - MODIFICATIONS

This Agreement may be modified or amended only in writing, signed by both parties.

ARTICLE XI - ASSIGNMENT BY SCIO

SCIO shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the CITY, in writing.

ARTICLE XII - FINAL PAYMENT ACCEPTANCE

The acceptance by SCIO of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which SCIO may have against the CITY under the provisions of this Agreement.

ARTICLE XIII - LIMITATION OF AUTHORITY

SCIO shall have no power to solicit proposals, bids, or contracts on behalf of the CITY. Furthermore, SCIO shall have no authority to bind the CITY or act in the CITY'S behalf in any manner whatsoever. SCIO'S authority is hereby limited to those duties and responsibilities specifically enumerated herein.

ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

SCIO agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. SCIO further agrees to hold harmless the CITY, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of SCIO.

SCIO shall provide the CITY with a certificate of insurance in an amount acceptable to the CITY. Such certificate of insurance shall be attached to the original executed Agreement.

ARTICLE XV - CONFLICT OF INTEREST

SCIO covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the CITY shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability,

giving notice in writing to the organization at its last-known post office address.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this 20 day of September, 2016.

CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen, Mayor

ATTEST: Susan Richards
Susan Richards, City Clerk

IN WITNESS WHEREOF, Sheboygan County Interfaith Organization, Inc. has caused this Agreement to be signed this 14th day of September, 2016.

SHEBOYGAN COUNTY
INTERFAITH ORGANIZATION,
INC

BY: Jodi Anderson

ATTEST: Jodi Bonnett

Examined and Approved as to Form and Execution this 20 day of September, 2016.

Charles C. Adams
Charles C. Adams
City Attorney
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res. No. 75-16-17.

IX

R. C. No. _____ - 16 - 17. By WHOLE. September 6, 2016.

Your Committee to whom was referred R. C. No. 131-16-17 by Law and Licensing and Charter Ord. No. 1-16-17 by Alderpersons Lewandoske, Hermann and Rabe (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) to maintain the number of alderpersons in the City of Sheboygan at 16; recommends that the Charter Ordinance be passed.

reg.

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

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VII

5.9

R. C. No. 131 - 16 - 17. By LAW AND LICENSING. August 15, 2016.

Your Committee to whom was referred Charter Ord. No. 1-16-17 by Alderpersons Lewandoske, Hermann and Rabe (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) to maintain the number of alderpersons in the City of Sheboygan at 16; recommends that the documents be referred to the Committee of the Whole.

*refer to C.O.W.
approve
to approve*

Susan J. Gossard
Scott Lewandoske
Mark Hermann

Jimmy Lake
Andy A. [unclear]

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

~~IX~~

6.1

Charter Ord. No. 1 - 16 - 17. By Alderpersons Lewandoske, Hermann and Rabe. August 1, 2016.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) to maintain the number of alderpersons in the City of Sheboygan at 16.

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

Section 1. The City of Sheboygan hereby elects, pursuant to the provisions of Sec. 62.09(1)(b) of the Wisconsin Statutes and the home rule provisions of Sec. 66.0101 of the Wisconsin Statutes, to repeal the provisions of Charter Ordinance No. 1-15-16, which reduced the number of alderpersons in the City of Sheboygan from sixteen (16) to ten (10) by the 2018-2019 council year.

Section 2. Section 2-224(c) of the Sheboygan Municipal Code, relating to terms of office for alderpersons, shall be repealed and recreated to read as follows:

"Sec. 2-224. *Terms.*

. . .

(c) *Alderpersons.* The term of the office of alderperson shall be two years. The alderpersons shall be residents of the aldermanic district from which they are elected, and eight of their number, representing one alderperson from each aldermanic district, shall be elected each year."

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

*Law & Lic.
refer to
Com. of the Whole*

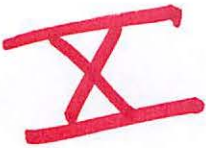
Section 4. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

Scott Lovandore
Lynn Clark
Dwight J. Lysand
[Signature]
Mark Hermann

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



Gen. Ord. No. - 16 - 17 . By Alderpersons Thiel and Lewandoske.
September 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1123 N. 29th St. from Class SO Suburban Office to Class MR Mixed Residential Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class SO Suburban Office to Class MR Mixed Residential Classification:

Property located at 1123 N. 29th St. described as:

Section 21, T.15N., R.23E. being all of Lot 20 Blk. 4 of Smith Gardens Subd., located in the NW ¼ of the SE 14 ¼ of the NE ¼ of Section 21, T.15N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 8,383 sq. ft.

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.

City Plan

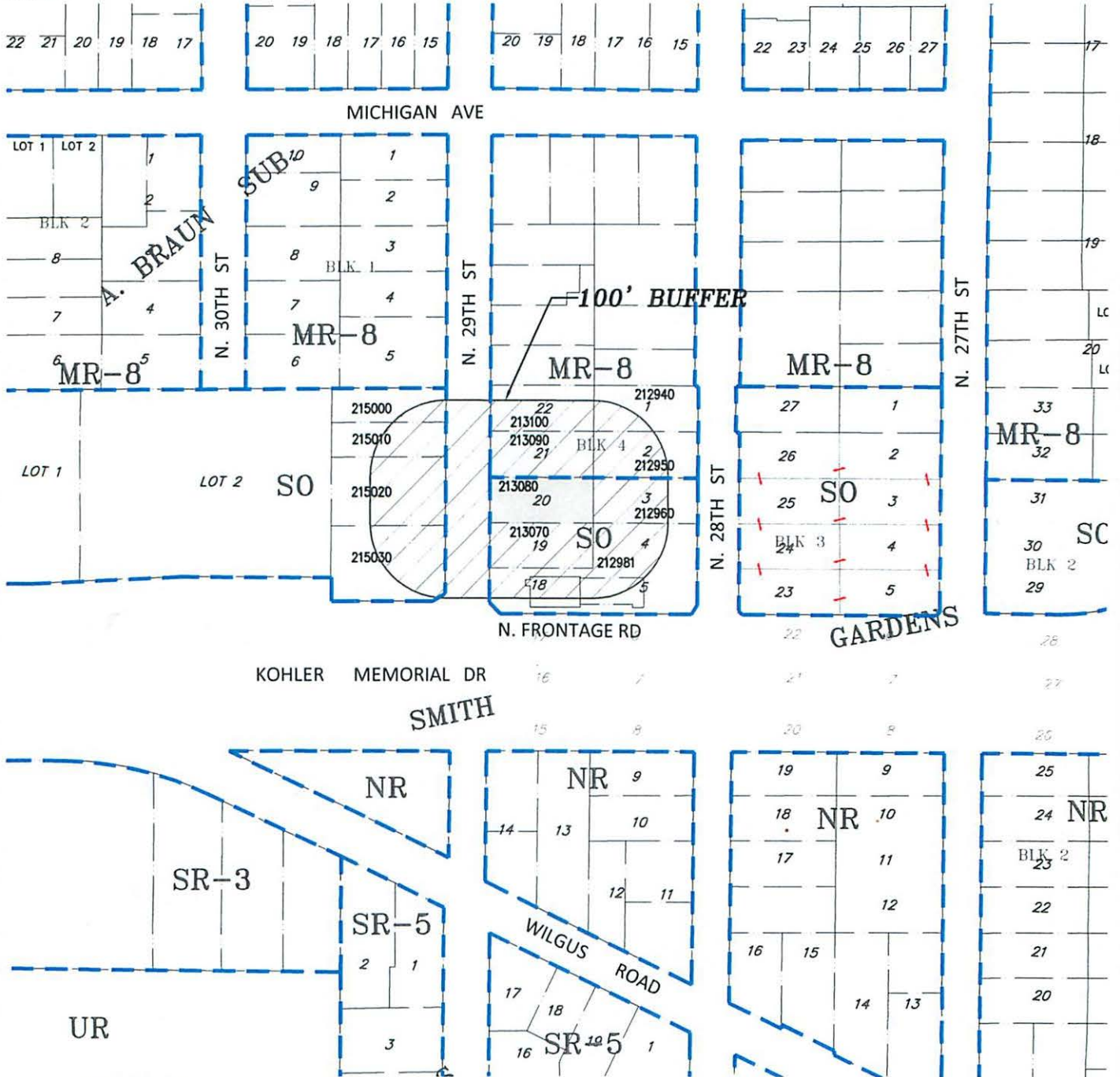
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM SO TO MR-8 SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 20, BLOCK 4 OF SMITH GARDENS SUBDIVISION, LOCATED IN THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 8,383 SQ. FT.





Gen. Ord. No. _____ - 16 - 17. By Alderperson Belanger. September 6, 2016.

AN ORDINANCE amending Section 110-103 of the City of Sheboygan Municipal Code entitled "Permit Fees" so as to increase certain fees and set an expiration period.

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

Section 1. Section 110-103 of the Sheboygan Municipal Code entitled "Permit Fees" is amended so as to read as follows:

"Sec. 110-103. *Permit Fees.*

Permit fees to be paid by the applicant prior to issuance of a permit required by this division shall be \$25.00. All permits shall be effective a maximum of 15 days, after which a new permit and \$25 fee shall be required."

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: Proposed Ordinance Change in Fee Structure for Temporary Obstructions Located in the City Right-of-Way

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: July 8, 2016

MEETING DATE: July 12, 2016

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:

With the proposed permit software system application change, the Public Works department is proposing to change the fee structure to simplify the permit.

STAFF COMMENTS:

The majority of the permits for right-of-way occupancy are for ten days. Some require additional days which requires additional calculations making the permit process cumbersome. The new software is having issues with the current fee structure.

ACTION REQUESTED:

The Public Works Committee and the Common Council are requested to approve the proposed ordinance change in the fee structure for temporary obstructions in the City right-of-way and have the City Attorney draft the ordinance change.

ATTACHMENTS:

- I. Proposed ordinance change

○ **DIVISION 3. - TEMPORARY OBSTRUCTIONS**

● **Sec. 110-101. - Prohibition.**

No person shall encroach upon, occupy, obstruct or encumber any public street or highway or part thereof, unless expressly authorized to do so by the common council or by permit in accordance with this Code.
(Code 1975, § 36-115)

● **Sec. 110-102. - Permit required.**

- (a) No person shall place or cause to be placed any building materials, machinery, tools, supplies or equipment used in construction work; the demolition, razing, removal of buildings; tree removal or trimming; or for excavating for any purpose whatsoever; or deposit any debris or rubbish in connection with such projects in or upon any street, alley or public ground, without first having obtained a written permit from the department of engineering and public works.
- (b) No person shall place or cause to be placed a dumpster in or upon any street, alley or public ground without first obtaining a written permit from the department of engineering and public works

(Code 1975, § 36-104; Ord. No. 35-96-97, § 1, 9-16-96)

● **Sec. 110-103. - Permit fees.**

Permit fees to be paid by the applicant prior to issuance of a permit required by this division shall be ~~\$1.00 per day, with a ten day minimum charge, for up to 30 days and \$2.00 per day after 30 days.~~ \$25 for a maximum of 15 days and at end of such time a new permit will be required at an additional \$25 charge.
(Ord. No. 35-96-97, § 6, 9-16-96)

● **Sec. 110-104. - Permit restrictions.**

The written permits issued under this division shall be restricted to matters stipulated in section 110-102, and permittees must notify the police and fire departments, bus companies and private ambulance services 24 hours prior to the use of the permit to barricade a street.
(Code 1975, § 36-105)

● **Sec. 110-105. - Time limitation on permit.**

The department of engineering and public works may grant a permit as provided in section 110-102 for a period not to exceed three months, but such permit shall not authorize the obstructing of more than one-third of the traveled portion of the street opposite the lot on which the work is performed. Such permit may be revoked at any time by the common council or the department of engineering and public works.
(Code 1975, § 36-107; Ord. No. 35-96-97, § 2, 9-16-96)

● **Sec. 110-109. - Lights required.**

Every person who shall receive a permit provided for in section 110-102(a) shall cause a light to be placed and kept burning during the whole of every night such excavation or obstruction shall be continued, so as to cause light to shine upon such excavation or obstruction.
(Code 1975, § 36-110; Ord. No. 35-96-97, § 4, 9-16-96)

● **Sec. 110-110. - Reflectors required on dumpsters.**

No person shall allow a dumpster to be left standing upon or in any street or alley during the night unless such dumpster is equipped with red reflectors not less than three inches in diameter in size on the left and right rear sides facing traffic and the left and right front sides facing traffic of any such dumpster and unless a band of black and white reflectorized tape not less than three inches in width is affixed three to four feet from ground level on the three sides of such dumpster which face traffic. The reflectors and reflectorized tape shall remain visible at all times while the dumpster is in the street or alley.
(Code 1975, § 36-111; Ord. No. 35-96-97, § 5, 9-16-96)



Gen. Ord. No. _____ - 16 – 17. By Alderpersons Donohue, Heidemann, Lewandoske and Wolf.
September 6, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to create a Budget Analyst position in the City Administrator’s Department for the City of Sheboygan and create a job description.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code and its Supplement, entitled, “List of Classes and Class Specifications,” is hereby amended in Section 7 (b) City Administrator as follows:

A. CITY HALL DEPARTMENTS

7. MAYOR/COMMON COUNCIL

b. City Administrator

	Class Grade	NO. Employees
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ADD:

Budget Analyst	06	1.0
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Section 2. The new job description for the Budget Analyst is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance and Human Resources Department.

Sal v Grew

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

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

Dated _____ 20__ . _____, City Clerk

Approved _____ 20__ . _____, Mayor



Job Description

Job Title:	Budget Analyst	Department:	City Administration		
Date Issue:	08/22/2016	Reports To:	City Administrator		
FLSA Classification:	Exempt	Wage:	Salary Grade 6		
			Minimum	Midpoint	Maximum
			\$41,872	\$52,340	\$62,808

Position Summary

This is a highly technical position responsible for assisting and/or championing the development, design and implementation of performance measure budgeting. Work primarily involves managing the timely flow of the budgeting process, providing leadership and assisting departments with budgetary problems and concerns; developing, designing and monitoring performance measures; long range trend analysis; compiling and leading the efforts needed to prepare the yearly budget. Additional projects and/or assignments as needed, including projects unrelated to finance. The incumbent works under the general supervision of the City Administrator.

Essential Duties & Responsibilities

1. Develops, presents, designs and implements performance measure budgeting in conformance with the long-range goal of the Strategic Fiscal Planning Committee. Develops, with Council and Department Heads, useful performance measures and assists in the assimilation of those measures into department operation. Monitors, maintains, analyzes, and modifies performance measures on an on-going basis to reflect the City of Sheboygan's experience in this area.
2. Performs research and development of various projects, reports, periodic surveys, grant applications, and miscellaneous projects as needed throughout City operations, both related and unrelated to finance.
3. In conjunction with the Director of Finance, develops the Annual Budget under the direction of the City Administrator.
4. Assists Department Heads in the identification and resolution of budgetary opportunities and concerns throughout the year.
5. Assists the City Administrator in the administration of all department budgets.
6. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
7. Analyzes revenue trends and identifies concern areas; identifies service areas which may be possibly revenue supportive, monitor existing rates and recommend rate changes to reflect current cost of services.
8. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.
9. Calculates and presents budget adjustment areas such as wages and transfers following labor contract approvals.
10. Participates in the implementation and/or upgrades of MUNIS software system, particularly in integrating the account code structure with the budget categories and training of users.

Qualification Requirements:

11. Meets with and presents budgeting and financial issues to public groups and individuals.
12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
13. Knowledge of principles and practices of accounting, budgeting and finance in municipalities.
14. Knowledge of rules and regulations of the Common Council relative to financial disbursements.
15. Knowledge of performance measure budgeting and analysis.
16. Ability to maintain financial records and accounts.
17. Ability to prepare financial reports.
18. Ability to close books and make necessary adjustments.
19. Ability to assist in various aspects of budget preparation.
20. Ability to work effectively under tight time constraints.
21. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
22. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
23. Professional-level knowledge of MSOffice products and the ability to work at a personal computer terminal for extended periods of time.
24. Ability to adapt to financial software products.

Education and/or Experience

25. Bachelor's degree in Public Administration, Political Science, Accounting, Business or related field preferred.
26. Three to five years experience in budget development and analysis and general accounting, and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in the public sector.

Pre-employment Requirement

27. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

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

~~XI~~

5.6

R. C. No. 130 - 16 - 17. By LAW AND LICENSING. August 15 2016.

Your Committee to whom was referred, pursuant to R. O. No. 75-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends denying Beverage Operator's License application #9410 based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her record as a repeat law violator.

Lies Over

Susan J. Gossard
Rosemarie Hexter
Maki Hermann

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

Other Matters

8.1

Res. No. _____ - 16 - 17. By Alderperson Belanger. September 6, 2016

A RESOLUTION authorizing the acceptance of 1106, 1110, & 1114 N. 10th for the purposes of the razing the property for new private investment as part of the Neighborhood Revitalization Strategy activities.

WHEREAS, the City of Sheboygan will be lowering the amount owed on outstanding judgments that are equivalent to the assessed values plus outstanding property taxes in lieu of taking title to the properties;

WHEREAS, with Gateway Neighborhood Revitalization efforts, one goal of the plan is to bring new private investment to the neighborhood. These properties will be razed for new private investment through Habitat for Humanity Lakeside;

WHEREAS, 1106 and 1110 N. 10th Street are vacant and condemned. 1114 N. 10th Street will be vacant at the time of the property transfer.

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 1106, 1110 & 1114 N. 10th Street to take title to the property.

City Plan

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

8.2

Res. No. _____ - 16 - 17. By Alderperson Wolf. September 6, 2016.

A RESOLUTION authorizing an application to the Wisconsin Coastal Management Program for an ADA canoe/kayak launch facility at Kiwanis Park.

WHEREAS, the City of Sheboygan hereby requests assistance for the purpose of completing this design and construction project;

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan will apply for matching funds from either the Wisconsin DNR Stewardship Program and/or the Sheboygan County Stewardship Program sufficient to complete the project, and hereby authorizes the Mayor and City Clerk to act on behalf of the City of Sheboygan to:

- Submit an application to the Wisconsin Coastal Management Program for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved projects.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with program requirements, may perform force account work; will maintain the completed project in an attractive, inviting and safe manner, and will obtain in writing approval from the Wisconsin Coastal Management Program before any change(s) are made in the use of the project site (if applicable).

Inance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

GRANT INFORMATION FORM	
Department	City Development DATE 9-2-16
Grantor Agency	DOA WI Coastal Management Program
<input type="checkbox"/>	Federal
<input checked="" type="checkbox"/>	State
<input type="checkbox"/>	Other
Grant Name	ADA Canoe/Kayak Launch facility
Grant Number	Grant Amount \$ 21,000 Matching Funds \$ 21,000
Program & Number	Federal CFDA #
Matching Funds available in account number	
Purpose of the Grant	
The matching funds for this grant will come from either or a combination of the Wisconsin DNR Stewardship Program (applications are due May 1) and/or the Sheboygan County Stewardship Program (applications are due in the Spring 2017).	
Person preparing grant proposal	(Signature)
Department Head approving grant proposal	(Signature)
Council Document Number approving grant submission	Please Attach

II

Other Matters

8.2

R. O. No. _____ - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

Law & Lic

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3183	Sprecher's Restaurant	820 Indiana Ave. - one-day event to be Held 10/8/16 to include current premise and the private parking lot on the Northeast corner of property.
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 9/24/16 to include current premise and the North and West side of the building.
2566	That Place on 8 th	1432 S. 8 th St. - one-day event to be held 10/8/16 to include current premise and the parking lot east of building.

"CLASS A" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3220	J Mart Liquor	2206 N. 15 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1445	Barber, Robert T.	1444 S. 24 th St., #2
8496	Bilgrien, Danielle M.	1732 Knollcrest Dr.
8933	Brunette, Dylan D.	1018 Los Angeles Ave.
8441	Capetillo-Alvarez, Hector R.	2834 S. 12 th St.
1469	Clark, Jacqueline M.	1025 Willow Ave., #101
1461	Collins, Nicole L.	2040 Folger Ct.
6675	Ford, Stacy A.	715 Alabama Ave.
1474	Huber, Max G.	1818 N. 8 th St.

1460 Klima, Joangela N.	1524 Washington Ave.
1454 Klockow, Derek A.	5119 Hidden Creek Dr.
1463 Lee, Chee Dra	1303 N. 47 th St.
1465 Owensby, Roy Robert	725 Kentucky Ave., #A
2871 Perronne, Daniel L.	W2799 Cty Rd. N, Sheb. Falls
2771 Priem, Ramona K.	W2252 North St., Sheb. Falls
0673 Reichardt, Jamie L.	2031 Cooper Ave.
1447 Schmidt, Nicholas M.	4819 S. 13 th St.
6448 Schmidt, Timothy J.	2416 N. 34 th St.
1471 Vanengen, Jacob P.	533 S. 26 th St.
8824 Wagner, Hollie S.	1205 Mead Ave.
9866 Wargo, Mandy J.	3627 N. 20 th St.
1470 Weimann, Darren J.	302 Wahgouly Rd.
1462 Winscher, Erin L.	W5208 Cty Rd. O., Plymouth

TAXICAB DRIVER'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1456	Lewis, Bobby R.	611 N. Water St., #406

III

Other Matters

8.4

R. O. No. - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting a communication from Joe Lamb, President of the Mid-Lake Softball Organization, requesting an agreement between the City of Sheboygan and the Wigg Brothers' Construction Company as they have expressed an interest in donating the entire cost of a new scoreboard for Wildwood Softball Complex.

Bd. Marina, Parks
& Forestry
&
Public Works

City Clerk

September 6th, 2016

To: Sheboygan Common Council, Please refer to Public Works and Parks Committees
Fr: Joe Lamb, President Mid-Lake Softball Organization
Re: Scoreboard donation

I am writing this letter to see if we can reach an agreement between the City of Sheboygan and the Wigg Brother's Construction Company.

The Wigg Brothers have expressed an interest in donating the entire cost of a new scoreboard for Wildwood Softball Complex. The cost of a new scoreboard is almost \$5,000.00. This includes the top advertising panel.

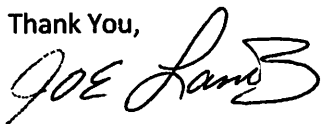
They are requesting that the City agrees to keep their name on the advertising panel for a minimum period of 10 years, possibly longer. They would like this agreement so that if the City changes providers for the softball program, the advertising remains the same.

The City's logo will also be a part of the panel and so will the MLSO. I will have a picture of the new scoreboard on Diamond 2, and will present them at the Committee Meetings. The space that we are referring to is the area that says "Scoreboard Courtesy of the players and sponsors". It would have Wigg Bothers referenced instead of players and sponsors.

If the City agrees to the terms, they are willing to issue us the MLSO a check to order the scoreboard. It could be delivered in time for a fall installation.

Please let me know the City's response.

Thank You,

A handwritten signature in black ink that reads "Joe Lamb". The signature is written in a cursive style with a large, stylized "B" at the end.

Joe Lamb, President MLSO