

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



August 1, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

**MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET**

**Sheboygan Neighborhood Pride:**

**Term Expires**

Penny Weber, President

04/30/17

  
MIKE VANDERSTEEN, MAYOR

II

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

Submitting various license applications.

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

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Ave. - one-day event to be Held 8/21/16 at Kiwanis Park.

TEMPORARY BEVERAGE OPERATOR LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
0460	Brulla, Sharon L.	2225 N. 15 <sup>th</sup> St.
1968	Pierkarski, Paul D.	N6882 Charter Rd.
1243	Zoran, Jon J.	W1666 Santana Dr.

*Consent*



R. O. No. \_\_\_\_\_ - 16 - 17. By BOARD OF WATER COMMISSIONERS. August 1, 2016.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2016.

The water pumpage was up 0.84% from the same period in 2015. 1,149,694,000 gallons were pumped in the second quarter 2016, compared to 1,140,126,000 in 2015.

Year to date Operating Revenue at the end of the second quarter 2016 increased by \$186,238 compared to year to date 2015. The net income for the Utility, as of the end of June, 2016 is \$665,089. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the second quarter of 2016:

Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed.....	31.5
Number of feet of 6 inch water main installed.....	25.2
Number of feet of 8 inch water main installed.....	256.8
Number of feet of 10 inch water main installed.....	0.0
Number of feet of 12 inch water main installed.....	1.0
Number of feet of 16 inch water main installed.....	0.0
Number of feet of 20 inch water main installed.....	0.0
Number of feet of 24 inch water main installed.....	0.0
Number of feet of water main abandoned or removed.....	1005.0
Number of water main breaks repaired.....	1
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	40
Number of water main valves installed, repaired, removed, or replaced.....	7
Number of water service connections installed.....	4

*Consent*

Details are shown on the attached spreadsheets.

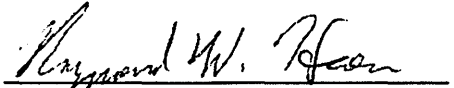
Other Utility Business:

System start-up was completed on the ultraviolet disinfection system. The Utility now operates the largest ultraviolet disinfection system on a drinking water plant in Wisconsin.

A hydraulic study evaluated four possible sites for a second south side elevated storage tank. The most favorable site turned out to be on city lands near the existing compost site just west of South Business Drive.

Sheboygan County installed a 12" water main on Union Avenue west of S. Taylor Drive in order to better serve the UW Sheboygan campus. The County will be transferring ownership of the main to the Water Utility.

  
Gerald R. Van De Kreeke, President

  
Raymond W. Haen, Secretary

  
Mark Heinz, Member

Attachments -  
Balance Sheet  
Income Statement  
Distribution System Quarterly Report  
High Lift Delivery Quarterly Report

**Distribution System -- 2nd Quarter Arpll, May, and June, 2016**

**Street Valves and Hydrant Valves Installed (including water main projects and others)**

Location	Installed	Size	By	Type
N. 10th St. at Bell Ave. (S)	4/13/2016	8"	ute.	G (vert)
N. 12th St. at Geele Ave. (S)	4/14/2016	6"	ute.	G (vert)
N. 15th St at Columbus Ave (E)	6/14/2016	8" MJ		G (vert)
N. 15th St at Columbus Ave (W)	6/14/2016	8" MJ		G (vert)
N. 10th St. at Superior Ave. (N)	6/28/2016	4"	ute.	G
N. 10th St. at Superior Ave. (N)	6/29/2016	4"	ute.	G (vert)

Total Valves Installed = 6

**Street Valves and Hydrant Valves Removed**

Location	Installed	Removed	Type
N. 10th St. at Superior Ave. (N)		6/28/2016	

Total Valves Removed = 1

**Street Valves and Hydrant Valves Abandoned**

Location	Installed	Abandoned
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Total Valves Abandoned = 0

**Street Valves and Hydrant Valves Maintained**

Location	Maintained	Size
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Total Valves Maintained = 0

**Hydrants Installed (including water main projects and others)**

Location	Installed	Tr Size	Valve	By
Elm Ct at Sauk Trail Rd. (NE)	4/4/2016	7'	n	ute.
Grams Ct at Sauk Trail Rd. (NE)	4/4/2016	6'	n	ute.
N. 12th St. between Mac Arthur & Eisner Ave. (W)	4/12/2016	66"	n	ute.
N. 7th St. 415' N. of cl Pershing Ave. (E)	4/12/2016	66"	n	ute.
Alley btwn Erie & Ontario Aves. ~276' E. of N. 16th (W. of Kiwanis Park Dr.) (S)	4/19/2016	6'	n	ute.
Wilgus Ave. ~430' SE. of c.l. N. Taylor Dr. (S)	4/26/2016	7'	y	ute.
Washington Ave. 110' E. of S. Taylor Dr. (N)	5/17/2016	66"	y	ute.
S. Taylor Dr. ~1160' S. of Union Ave. (E)	5/31/2016	66"	y	ute.
S. Taylor Dr. ~920' N. of Paine Ave. (E)	5/31/2016	66"	y	ute.
S. Taylor Dr. ~440' N. of Paine Ave. (E)	5/31/2016	7'	y	ute.
S. Taylor Dr. ~140' S. of Union Ave. (E)	6/1/2016	66"	y	ute.
S. Taylor Dr. ~640' S. of Union Ave. (E)	6/1/2016	7'	y	ute.
S. Taylor Dr. ~1640' S. of Union Ave. (E)	6/2/2016	6'	y	ute.
Columbus Avenue at N. 15th St	6/14/2016	7'	y	ute.
Columbus Avenue Mid Block between N. 15th St and N. 13th St	6/22/2016	66"	y	ute.

Total Hydrants Installed = 15

**Hydrants Removed (including water main projects and others)**

Location	Installed	Removed	Hyd Valve?
N. 12th St. between Mac Arthur & Eisner Ave. (W)	6/1/1978	4/12/2016	n
N. 7th St. 415' N. of cl Pershing Ave. (E)	8/19/1991	4/12/2016	n
Dr.) (S)	10/24/1978	4/19/2016	n
Wilgus Ave. ~430' SE. of c.l. N. Taylor Dr. (S)		4/26/2016	y
Washington Ave. 110' E. of S. Taylor Dr. (N)	9/1/2006	5/5/2016	y
S. Taylor Dr. ~1160' S. of Union Ave. (E)	7/16/1984	5/31/2016	y
S. Taylor Dr. ~920' N. of Paine Ave. (E)	7/2/1984	5/31/2016	y
S. Taylor Dr. ~440' N. of Paine Ave. (E)	6/29/1984	5/31/2016	y
S. Taylor Dr. ~140' S. of Union Ave. (E)	5/22/1984	6/1/2016	y
S. Taylor Dr. ~640' S. of Union Ave. (E)	5/22/1984	6/1/2016	y
S. Taylor Dr. ~1640' S. of Union Ave. (E)	5/26/1984	6/2/2016	y

Total Hydrants Removed = 11

**Hydrants Abandoned (including water main projects and others)**

Location	Installed	Abandoned	Tr Size	Hyd Valve?
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Total Hydrants Abandoned = 0

**Hydrants Maintained/Moved (including water main projects and others)**

Location	Installed	Maintained
Wilgus Ave. 130' W. of N. Taylor Dr. (S)		4/26/2016
S. Taylor Dr. ~1640' S. of Union Ave. (E)	6/2/2016	6/2/2016
S. Taylor Dr. ~140' S. of Union Ave. (E)	6/1/2016	6/1/2016
S. Taylor Dr. ~640' S. of Union Ave. (E)	6/1/2016	6/1/2016
S. Taylor Dr. ~1160' S. of Union Ave. (E)	5/31/2016	5/31/2016
S. Taylor Dr. ~920' N. of Paine Ave. (E)	5/31/2016	5/31/2016
S. Taylor Dr. ~440' N. of Paine Ave. (E)	5/31/2016	5/31/2016
Washington Ave. 110' E. of S. Taylor Dr. (N)	5/17/2016	5/17/2016
N. 7th St. 415' N. of cl Pershing Ave. (E)	4/12/2016	4/12/2016
N. 12th St. between Mac Arthur & Eisner Ave. (W)	4/12/2016	4/14/2016
Dr.) (S)	4/19/2016	4/19/2016
Wilgus Ave. ~430' SE. of c.l. N. Taylor Dr. (S)	4/26/2016	4/26/2016
Elm Ct at Sauk Trail Rd. (NE)	4/4/2016	4/4/2016
Grans Ct at Sauk Trail Rd. (NE)	4/4/2016	4/4/2016

Total Hydrants Maintained/Moved = 14

**Water Main Breaks**

Location	Date	Main Size (")
N. 7th St. 448' S. of san MH at North Ave. (4' S. of median hydrant)	6/30/2016	6"

Total Water Main Breaks = 1

**SUMMARY**

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	31.5	
Number of feet of 6 inch water main installed	25.2	
Number of feet of 8 inch water main installed	256.8	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	1	
Number of feet of 16 inch water main installed	0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	1005	
Number of water main breaks repaired	1	
Number of hydrants installed	15	hydrants
Number of hydrants removed or abandoned	11	
Number of hydrants maintained or moved	14	
Number of street valves installed	6	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	1	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	4	

**Sheboygan Water Utility  
Sheboygan, Wisconsin  
Income Statement - June 30, 2016**

	1-Jan-16 to 30-Jun-16	1-Jan-15 to 30-Jun-15	Increase or (Decrease)	
<b>Utility Operating Income</b>				
Account #				
400	Operating Revenue	\$ 3,791,714	\$ 3,605,477	\$ 186,238
401	Operating Expenses	1,466,020	1,421,494	44,526
402	Maintenance Expenses	301,150	326,153	(25,003)
403	Depreciation Expenses	643,941	599,976	43,965
403	Taxes	563,718	548,470	15,248
	<b>Total Operating Expenses</b>	<b>\$ 2,974,830</b>	<b>\$ 2,896,092</b>	<b>\$ 78,737</b>
	<b>Utility Operating Income</b>	<b>816,884</b>	<b>709,384</b>	<b>107,500</b>
	<b>Other Income</b>	<b>2,121</b>	<b>411</b>	<b>1,710</b>
419	Interest Earned on Investments	9,470	4,729	4,741
421	Contributions	-	-	-
828	Other Expense	-	-	-
425	Misc Amortization	(12,567)	(12,567)	-
407	Bond Interest Expense	175,953	172,756	3,197
<b>Net Income</b>		<b>\$ 665,089</b>	<b>\$ 554,335</b>	<b>\$ 110,754</b>

**HIGH LIFT DELIVERY      QUARTERLY REPORT      2016**

<b>I. FIRST QUARTER</b>		<b>Jan - Feb - Mar</b>		
		<b>GALLONS</b>	<b>COST \$</b>	<b>\$/MG</b>
	<b>2015</b>	<b>1,032,262,000</b>	<b>\$197,343.16</b>	<b>\$191.18</b>
	<b>2016</b>	<b>1,031,801,000</b>	<b>\$188,154.76</b>	<b>\$182.36</b>
	<b>Percent Difference</b>	<b>-0.04%</b>	<b>-4.66%</b>	<b>-4.61%</b>

<b>II. SECOND QUARTER</b>		<b>Apr - May - Jun</b>		
		<b>GALLONS</b>	<b>COST \$</b>	<b>\$/MG</b>
	<b>2015</b>	<b>1,140,126,000</b>	<b>\$180,121.40</b>	<b>\$157.98</b>
	<b>2016</b>	<b>1,149,694,000</b>	<b>\$182,442.74</b>	<b>\$158.69</b>
	<b>Percent Difference</b>	<b>0.84%</b>	<b>1.29%</b>	<b>0.45%</b>

<b>III. THIRD QUARTER</b>		<b>Jul - Aug - Sep</b>		
		<b>GALLONS</b>	<b>COST \$</b>	<b>\$/MG</b>
	<b>2015</b>	<b>1,303,280,000</b>	<b>\$208,295.45</b>	<b>\$159.82</b>
	<b>2016</b>	<b>0</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
	<b>Percent Difference</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>#DIV/0!</b>

<b>IV. FOURTH QUARTER</b>		<b>Oct - Nov - Dec</b>		
		<b>GALLONS</b>	<b>COST \$</b>	<b>\$/MG</b>
	<b>2015</b>	<b>1,049,110,000</b>	<b>\$187,948.61</b>	<b>\$179.15</b>
	<b>2016</b>	<b>0</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
	<b>Percent Difference</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>#DIV/0!</b>

<b>YEAR TO DATE : 2016</b>				
		<b>GALLONS</b>	<b>COST \$</b>	<b>\$/MG</b>
<b>ELECTRICITY CHEMICALS NATURAL GAS</b>	<b>2015</b>	<b>4,524,778,000</b>	<b>\$773,708.62</b>	<b>\$170.99</b>
	<b>2016</b>	<b>2,181,495,000</b>	<b>\$370,597.50</b>	<b>\$169.88</b>
	<b>Percent Difference</b>	<b>-51.79%</b>	<b>-52.10%</b>	<b>-0.65%</b>

<b>YEAR TO DATE : 2016</b>			
		<b>GALLONS</b>	<b>COST \$</b>
<b>SLUDGE DISPOSAL</b>	<b>2015</b>	<b>4,670,190</b>	<b>\$42,339.79</b>
	<b>2016</b>	<b>2,286,912</b>	<b>\$5,426.32</b>
	<b>Percent Difference</b>	<b>-51.03%</b>	<b>-87.18%</b>
<b>STORM WATER CHARGES</b>	<b>2016</b>	<b>NA</b>	<b>\$0.00</b>

<b>HIGH LIFT SYSTEM DELIVERY :</b>		
<b>Maximum Pumpage Day</b>	<b>15,365,000</b>	<b>March 9, 2016</b>
<b>Minimum Pumpage Day</b>	<b>6,477,000</b>	<b>January 1, 2016</b>

**Sheboygan Water Utility**  
**Quarterly Financial Statement June 30, 2016**  
**Balance Sheet Including Net Income**

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	56,245,552	
107 Construction Work in Progress	4,657,630	
111 Accumulated Provision for Depreciation of Utility Plant		17,996,491
125 Bond Redemption Fund	545,393	
129 Appropriated Funds Invested for Plant Expansion & Payables	0	
126 Depreciation Fund	0	
128 Other Special Funds - Net Pension Asset	268,255	
128 Other Special Funds - Health Ins	0	
130 Other Special Funds - Deferred Outflow Pension	329,135	
135 Working Funds	750	
136 Temporary Cash Investments	5,865,029	
142 Customer Accounts Recievable	806,340	
145 Receivables from Municipality	386,529	
154 Materials and Supplies	297,827	
163 Stores Expense	0	
165 Prepayments	13,703	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits	0	
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		36,101,566
221 Long Term Debt Bonds		10,899,564
223 Advances from Municipality		214,978
232 Accounts Payable		0
235 Customer Deposits		2,067
236 Taxes Accrued		1,111,155
237 Interest Payable on Bonds		52,457
242 Misc. Current & Accrued Liab		(930)
251 Bond Premium		48,009
253 Misc Deferred Credits		188,456
263 Other Special Funds Employee Pensions		0
265 Accrued Employee Benefits		496,540
425 Amoritzation of Pre 2003 Depreciation		0
Utility Net Income		665,089
	<u>69,416,142</u>	<u>69,416,142</u>

# VI

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. August 1, 2016.

Your Committee to whom was referred R. C. No. 336-15-16 by Finance, R. C. No. 342-14-15 by Finance and R. O. No. 10-14-15 by the City Clerk submitting a claim from Judith A. Grimm for alleged injuries when she was crossing at 10<sup>th</sup> St. and Grand Ave. and tripped on an uneven section of the crosswalk; recommends that the documents be placed on file.

*Consent*

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

Committee

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

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

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

**VI**

7.5

R. C. No. 336 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 342-14-15 by Finance to whom was referred R. O. No. 10-14-15 by the City Clerk submitting a claim from Judith A. Grimm for alleged injuries when she was crossing the crosswalk at 10<sup>th</sup> St. and Grand Ave. and tripped on an uneven section of the crosswalk; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

*File*

*Julie Kath*  
\_\_\_\_\_  
\_\_\_\_\_

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

Committee

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

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

Approved \_\_\_\_\_ 20\_\_\_\_. *Michael Henderson*, Mayor

**VI**

6.4

R. C. No. 342 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 10-14-15 by the City Clerk submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10<sup>th</sup> St. and Grand Ave. and tripped on an uneven section of the crosswalk; recommends referral to the new Common Council.

*Refer to  
new Council  
(Finance)*

*John B...*  
\_\_\_\_\_  
*Julie Kath*  
*DAAD*  
\_\_\_\_\_

*Th...*  
\_\_\_\_\_  
\_\_\_\_\_

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. 10 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10<sup>th</sup> St. and Grand Ave. and tripped on uneven section of the crosswalk.

*Susan Richards*

City Clerk

~~Inance~~  
new CC

DATE RECEIVED 4-10-14

RECEIVED BY LS Schneider

CLAIM NO. 2-14  
APR 10 '14 AM 11:01

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: Judith A. Grimm
2. Home address of Claimant: 1126 North Ave, Sheboygan, WI 53083
3. Home phone number: 920-457-5459
4. Business address and phone number of Claimant: 459-4441 ext. 72204

5. When did damage or injury occur? (date, time of day) Sunday, 3/30/14 afternoon
6. Where did damage or injury occur? (give full description) 10<sup>th</sup> & Grand Ave.  
Sheboygan - Southeast crosswalk on corner

7. How did damage or injury occur? (give full description) I took a couple steps into the crosswalk, happened to look up a moment because a young couple with a little girl were on the opposite corner of the crosswalk. I didn't know if they were going to cross the street within the crosswalk. Just as I looked up I fell down, very hard on my knees, hands/wrists knees and left shoulder. I couldn't get up. The lady ran over to help me and kept asking if I was okay. (page 2)

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: Crosswalks should be safe to walk within-

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: Within the walkway in Southeast crosswalk at 10<sup>th</sup> & Grand Ave

(b) Claimant's statement of basis for such liability: the street seam has raised greatly inside the crosswalk-

7. Pont' I wasn't sure if I was okay; I hurt a lot, but she was able to pull me up. 'After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor, My knees are black and blue as well as my hands/wrists.

My main concern is if there may be damage to my knees/cartilage as time goes on. I've had no problems with my knees, arms or shoulders in the past.

7. Pont' I wasn't sure if I was okay, I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor, my knees are black and blue as well as my hands/wrists.

My main concern is if there may be damage to my knees/cartilage as time goes on. I've had no problems with my knees, arms or shoulders in the past.

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

See #7 and back of pg. 1  
Sore knees, wrists, left shoulder

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

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

Auto: \$ N/A

Property: \$ N/A

Personal injury: \$ Unknown at this time

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

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

Damaged vehicle (if applicable) N/A

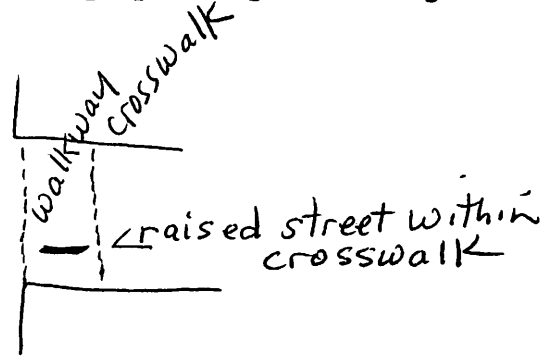
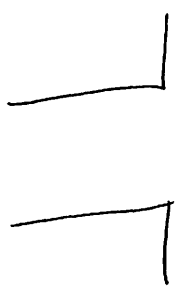
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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.

10<sup>th</sup> & Grand Ave



SIGNATURE OF CLAIMANT Justeth a Grumm DATE 4/5/14  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 4-10-14

RECEIVED BY LSSchneider

CLAIM NO. 2-14

APR 10 '14 AM 11:01

CLAIM

Claimant's Name: <u>Judith A Grimm</u>	Auto	\$ <u>N/A</u>
Claimant's Address: <u>1126 North Ave</u>	Property	\$ _____
<u>Sheboygan, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>920-457-5459</u>	Other (Specify below)	\$ _____
	<b>TOTAL</b>	\$ _____

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

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

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

*Pending*  
 Unknown at this time until something shows up due to the fall. Nothing is broken, or I couldn't walk. My knees are black + blue. I do not know if my cartilage is compromised or damaged or there is any problems with any joints at this time. Until I experience any kind of weakness, as time goes on, this is considered pending unless you want to pay upfront for x-rays etc. at this point, for any determination, initially.

SIGNED Judith A Grimm DATE: initially.

ADDRESS: 1126 North Ave Sheboygan, WI 53083

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

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

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. August 1, 2016.

Your Committee to whom was referred R. C. No. 337-15-16 by Finance and R. O. No. 88-14-15 by the City Clerk submitting a Notice of Claim in the matter of Sharon Janey v City of Sheboygan et al; recommends that the documents be placed on file.

*Consent*

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

Committee

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

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

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

**VI**

7.6

R. C. No. 337- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 344-14-15 by Finance to whom was referred R. O. No. 88-14-15 by the City Clerk submitting a Notice of Claim in the matter of Sharon Janey v City of Sheboygan et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)  
Jill*

*Julie Kath*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. *Michael Henderson*, Mayor

**VI**

6.6

R. C. No. 344 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 88-14-15 by the City Clerk submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

*Refer to  
new Council  
(Finance)*

*DAJ*

*Julie Kath*

*Paul D. Calm*

Committee

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

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

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

II

3.4

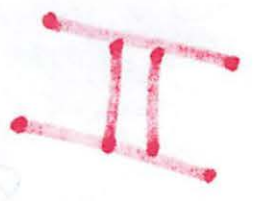
R. O. No. 88 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.

*Finance  
new CC.*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

34



88

Trade P. Co.

claim # 13-14

JUL 9 '14 PM 12:09

# WEISS LAW OFFICE, S.C.

ATTORNEYS AT LAW

Hannah R. Jahn  
Charles W. Kramer  
Justin M. Schuessler  
Monte E. Weiss

1017 W. Glen Oaks Lane, Suite 207  
Mequon, WI 53092  
(262) 240-9663 - Telephone  
(262) 240-9664 - Fax  
[justin.schuessler@mweisslaw.net](mailto:justin.schuessler@mweisslaw.net) - email

July 7, 2014

Ms. Susan Richards  
City Clerk of Sheboygan  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

**RE:** Sharon Janey v. City of Sheboygan, et al

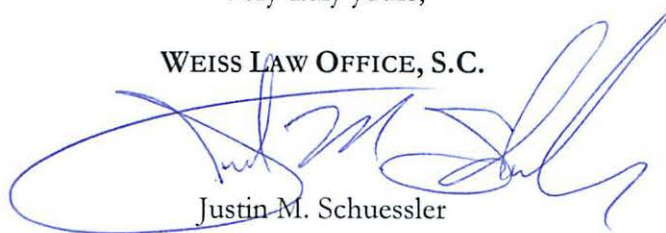
Dear Ms. Richards:

Please find enclosed for service on you one (1) original Notice of Claim concerning an incident that occurred on **May 22, 2014**.

If you have any questions, please feel free to contact me.

Very truly yours,

WEISS LAW OFFICE, S.C.



Justin M. Schuessler

JMS/tbm  
Enclosure

Claim # 10-14  
LS Schuessler  
7-9-14

NOTICE OF CLAIM

TO:

Ms. Susan Richards  
City Clerk of Sheboygan  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

PLEASE TAKE NOTICE that pursuant to Wis. Stat. §345.05, **SHARON JANEY** makes the following claim for damages against the **City of Sheboygan**:

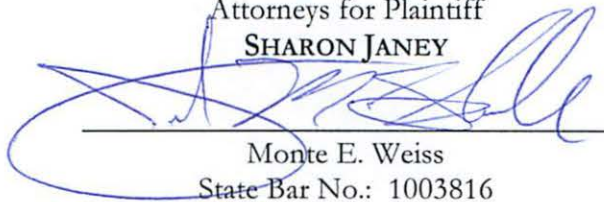
1. That the Plaintiff, **SHARON JANEY**, is an individual and resides at 1717 Camelot Boulevard, Sheboygan, Wisconsin 53081.
2. That on or about **May 22, 2014**, the Plaintiff was walking along a public sidewalk on Elm Street at or near 2328 Elm Street.
3. At the same time and place the Plaintiff tripped on a piece of raised concrete, fell, and was injured. The **City of Sheboygan** was negligent in its failure to repair the sidewalk.
4. That as a direct and proximate result of the negligence of the **City of Sheboygan** the Plaintiff sustained personal injuries and has incurred medical bills.
5. **SHARON JANEY** makes a claim for damages in the amount of the medical bills incurred, lost wages, and any other damages incurred by the Plaintiff.

Dated this 7<sup>th</sup> day of July, 2014

**WEISS LAW OFFICE, S.C.**

Attorneys for Plaintiff

**SHARON JANEY**



Monte E. Weiss

State Bar No.: 1003816

Charles W. Kramer

State Bar No.: 1021504

Justin M. Schuessler

State Bar No.: 1087974

P.O. Address:

1017 W. Glen Oaks Lane

Suite 207

Mequon, WI 53092

(262) 240-9663 (Telephone)

(262) 240-9664 (Facsimile)

Justin.schuessler@mweisslaw.net - Email

**VI**

2.6

R. C. No.           - 16 - 17. By FINANCE. August 1, 2016

Your Committee to whom was referred R. O. No. 340-15-16 by the City Clerk submitting a claim from Scott P. Mulder for alleged damages to his right hand side mirror struck by a bent over orange metal rebar marker; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent  
Donohue / Wolf  
ac 4 ad*

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

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. 340 - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a claim from Scott P. Mulder for alleged damages to his right hand side mirror struck by a bent over orange metal rebar marker.

*Finance of  
new Council  
deny & send  
not of Disallowance*

---

City Clerk

100

III

200



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").

right hand outside mirror struck by  
marker rebar - IT broke mirror glass &  
PAINT DAMAGED.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto:	\$	<u>ESTIMATES ATTACHED</u>	<u>463.97</u>
Property:	\$	<u>—</u>	
Personal injury:	\$	<u>—</u>	
Other: (Specify below)	\$	<u>—</u>	
<b>TOTAL</b>		\$	<u>SEE ESTIMATES</u>

Damaged vehicle (if applicable)

Make: GMC Model: ACADIA Year: 2010 Mileage: 59,000

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 *Scott P. Meda* DATE 4/12/16

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

DATE RECEIVED 4-15-16

RECEIVED BY MMD

CLAIM NO. 27-15

CLAIM

Claimant's Name: Scott P. Mulder

Auto \$ 463.97

Claimant's Address: 519 N. 27th St.

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

Sheboygan, WI 53081

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

Claimant's Phone No. 920-287-5865

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

TOTAL \$ 463.97

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 \$ 463.97.

SIGNED Scott P. Mulder

DATE: 4/12/16

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

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

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

EXPAND/MODIFY OPERATIONS

Acadia

PL 1

OP NUMBER : BRD2

TOTAL \$ 479.41

MODIFIER :

1. OPERATION : Body Repair Diagnosis II

2. DESCRIPTION: RIGHT FRONT MIRROR REPLACEMENT PAINT TO MATCH

3. HOURS : 2.00 LABOR: 198.00

SPG LABOR CODE: X

LN	PART NUMBER	DESCRIPTION	REQ	AVAIL	PRICE	TOTAL
4.	GM23329907	MIRROR	1	NS	248.68	248.68

PARTS: \$ 248.68

LABOR: \$ 198.00

ENVIROMENTAL CHARGES: \$ 9.90

TAX: \$ 22.83

=====  
TOTAL: \$ 479.41

(E=ENTER) (LINE#) (A=ADD PARTS) (O=NOTES) (C=CANCEL)

*SHEBOYGAN CHEVROLET*

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

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

04/11/2016 11:53 AM

Owner

Owner: Denise Delorme  
Address: 519 N 27th St  
City State Zip: Sheboygan, WI 53081  
Email: denisedelorme@hotmail.com

Home/Day: (920)207-4605  
FAX:

Inspection

Inspection Date: 04/11/2016 03:50 PM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Driveable: Yes

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

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 2\*

Remarks

\*\*\* Original Estimate \*\*\*  
I have not seen Vehicle. Owner called and gave us ID Number and I wrote my estimate by what the owner told me.

Vehicle

OEM Part Price Quote ID: 5878641

2010 GMC Acadia SLT-1 4 DR Wagon  
6cyl Gasoline 3.6  
6-Speed Automatic

Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Refinish: Two-Stage

VIN: 1GKLRMED4AJ267454  
Mileage Type: Actual  
Code: U7764B  
Int. Refinish: Two-Stage

Options

7 Passenger Seating  
Aluminum/Alloy Wheels  
Auto Headlamp Control  
Bose Sound System

AM/FM CD Player  
Amplifier  
Automatic Dimming Mirror  
Bucket Seats

Alarm System  
Anti-Lock Brakes  
Bodyside Cladding  
Center Console

Cruise Control	Daytime Running Lights	Digital Signal Processor
Dual Air Conditioning	Dual Airbags	Dual Power Seats
Dual Zone Auto A/C	Emergency S.O.S. System	Floor Mats
Fog Lights	Garage Door Opener	Halogen Headlights
Head Airbags	Heated Front Seats	Heated Power Mirrors
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Seats	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Liftgate
Power Steering	Power Windows	Privacy Glass
Pwr Driver Lumbar Supp	Rear Seat Audio Controls	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Remote Starter	Reverse Sensing System
Roof/Luggage Rack	Side Airbags	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Wood Interior Trim	XM Satellite Radio

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Doors</b>										
1	E	1131		Mirror,Outer R/C RT	23329907 GM Part	\$248.68			0.8	SM
2	L	1131	13	Mirror,Outer R/C RT	Refinish				1.2	RF
					0.5 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					

<b>Manual Entries</b>										
3	N			Hazad, waste	Additional Labor	\$5.00*				SM
4	N			Dismantal Mirror to Paint	Additional Labor				0.5*	SM*
4				Items						

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$248.68
Other Parts	\$5.00
Paint & Materials	1.2 Hours @ \$36.00 \$43.20
Parts & Material Total	\$296.88
Tax on Parts & Material	@ 5.000% \$14.84

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	0.8	0.5	1.3	\$75.40
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	1.2		1.2	\$69.60

Labor Total	2.5 Hours	\$145.00
Tax on Labor	@ 5.000%	\$7.25
Gross Total		\$463.97
Net Total		\$463.97

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
OEM Part Prices DT 04/11/2016 03:52 PM EstimateID 148893540829634560 QuoteID 5878641  
SPPL Yes Zip Code: 53081 Default  
Rate Name Default

Audatex Estimating 7.0.813 ES 04/11/2016 04:09 PM REL 7.0.813 DT 03/01/2016 DB 04/08/2016  
Copyright (C) 2016 Audatex North America, Inc.

0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS  
OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY,  
WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST  
INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES  
SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

**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 LAW AND LICENSING. August 1, 2016.

Your Committee to whom was referred R. O. No. 45-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends filing "Class A" Liquor License Application #3204 for J Mart as the owner has withdrawn his application.

*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. 45 - 16 - 17. By CITY CLERK. June 6, 2016.

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

*Law & Lic*  
*6/20/16 - grant all lic. except hold Class A*  
*8/1/16 - JMart*  
*8/1/16 - withdraw JMart*

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1936	Black Pig (Permanent)	821 N. 8 <sup>th</sup> St. - change to include all of the first floor, 2 <sup>nd</sup> , floor mezzanine, 3 <sup>rd</sup> floor and the 4 <sup>th</sup> floor mezzanine.
1005	Al & Al's	1502 S. 12 <sup>th</sup> St. - two-day event to be held 9/30/16 to 10/1/16 to include Clara Ave. from 12 <sup>th</sup> St. intersection west 90' & 75' south of Clara/S. 12 <sup>th</sup> St. intersection.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day events to be held 7/4/16 & 9/24/16 to include Current premise and the lawn area outside of restaurant (north end of bldg.)
2566	That Place on 8 <sup>th</sup> I	1432 S. 8 <sup>th</sup> St. - one-day event to be Held 6/25/16 to include current premise and parking lot east of building.
1809	The Wharf	733 Riverfront Dr. - one-day event to be held 7/20/16 to include the current premise and the parking lot between the Duke of Devon and The Wharf and front of both establishments.
1809	The Wharf	733 Riverfront Dr. - two-day event to be held 8/6/16 to 8/7/16 to include the Current premise and the parking lot between the Duke of Devon and The Wharf and front of both establishments.

3001 Ranieri Four of A Kind 811 Indiana Ave. - one-day event to be Held 7/4/16 to include current premise & south, east & west parking lots.

3186 Suscha's Bar 1054 Pennsylvania Ave. - one-day event to be held 6/25/16 to include current premise and the parking lot north & east of current premise.

CIGARETTE/TOBACCO LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2389	Epicure Lounge, The	1116 Michigan Ave.
2889	Family Dollar Stores #5587	2821 N. 15 <sup>th</sup> St.
3043	SR Tobacco	2529 S. Business Dr.
1392	Suscha News, LLC	1117 N. 8 <sup>th</sup> St.

MOBLIE HOME PARK LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	4441 S. 12 <sup>th</sup> St.

SIDEWALK CAFÉ PERMIT LICENSE (April 14, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.

THEATRE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1219	Marc Cinemas	3226 Kohler Memorial Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3204	J Mart	2206 N. 15 <sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Dr.
2765	Jakes Liquor I	2019 S. Business Dr.
3132	Pick 'N Save #6432	1317 N. 25 <sup>th</sup> St.
3133	Pick 'N Save #6433	2625 S. Business Dr.
2702	Tietzs Piggly Wiggly	2905 N. 15 <sup>th</sup> St.

CLASS "A" BEER LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2404	Dicks Northeast Standard I	905 Erie Ave.
2336	El Durango	1035 Indiana Ave.
2984	Everest Enterprises	1710 Indiana Ave.
3113	Harbor Petro	905 Indiana Ave.
3170	Minit Mart #1	1508 S. 8 <sup>th</sup> St.
3171	Minit Mart #2	2235 North Ave.
3172	Minit Mart #3	2420 Calumet Dr.
3173	Minit Mart #4	3715 Washington Ave.
3174	Minit Mart #5	3626 S. Taylor Dr.
3175	Minit Mart #6	1230 N. Taylor Dr.
3176	Minit Mart #7	1211 Weeden Creek Rd.
3169	Minit Mart #8	1006 Geele Ave.
2631	North 8 Oriental Store	2002 N. 8 <sup>th</sup> St.
2519	Northside Clark	2709 N. 15 <sup>th</sup> St.
2864	Sheboygan BP	1030 S. 14 <sup>th</sup> St.
3189	Shopko Stores #116	518 S. Taylor Dr.
3007	Tidy Store of Sheboygan	810 N. 14 <sup>th</sup> St.
1424	Walgreens #06097	3320 S. Business Dr.
2088	Walgreens #6570	1029 N. 14 <sup>th</sup> St.
2601	Walgreens #12020	2702 Calumet Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap	520 N. 4 <sup>th</sup> St.
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.
3075	8 <sup>th</sup> Street Pub & Eatery	1501 S. 8 <sup>th</sup> St.
1005	Al & Al's Bar & Grill	1502 S. 12 <sup>th</sup> St.
2693	Beans on 12 <sup>th</sup>	1823 N. 12 <sup>th</sup> St.
3159	Big Mikes Sports Bar & Grill	911 Indiana Ave.
1936	Black Pig	821 N. 8 <sup>th</sup> St.
3044	Blondies Bar & Grill	1034 Michigan Ave.
3160	Bomallies	2427 Calumet Dr.
2381	Bourbon Street Pub & Grill	1536 Indiana Ave.
2762	Braveheart Pub I	2120 Calumet Dr.
3146	Bumps Grill Tavern	1902 S. 12 <sup>th</sup> St.
1419	Bunker, The	1138 Union Ave.
2772	Club Michigan I	908 Michigan Ave.
2373	Duke of Devon, The	739 Riverfront Dr.
1752	End Zone, The	904 Indiana Ave.
1525	Fountain Park Lounge	922 N. 8 <sup>th</sup> St.
3136	Franks Place	3023 N. 15 <sup>th</sup> St.
2977	Geno Nottolini's Pizza	933 Indiana Ave.
3056	Gotta Getcha In Oasis	840 Wilson Ave.
3117	Harbor Lights IV	434 Pennsylvania Ave.
1734	Holiday Inn-Express	3823 Germaine Ave.

2849 Hops Haven	1327 N. 14 <sup>th</sup> St.
1926 Il Ritrovo	515 S. 8 <sup>th</sup> St.
1810 Jakums	2601 N. 15 <sup>th</sup> St.
2807 Knights of Clumbus I	833 Center Ave.
1199 Lakeshore Lanes	2519 S. Business Dr.
3086 Las Brisas	1129 S. 8 <sup>th</sup> St.
2085 Legend Larry's Wings & Things	733 Pennsylvania Ave.
1795 Luigis Italian Restaurant	2910 Kohler Memorial Dr.
3107 Luz De Luna	9200 Michigan Ave.
2740 Mannings Irish Pub I	3015 N. 15 <sup>th</sup> St.
1217 Maple Lanes	3107 S. Business Dr.
3118 Mi Ranchito	1235 Indiana Ave.
2301 Mojo	1235 Pennsylvania Ave.
1234 Muellers Bar	1501 Union Ave.
3066 N Z's Bar & Grill	1022 Michigan Ave.
3120 Northstar I	3004 N. 8 <sup>th</sup> St.
1699 On The House	1153 High Ave.
2563 Penn Ave Pub II	827 Pennsylvania Ave.
1252 Peteks Tavern	2702 S. 8 <sup>th</sup> St.
3098 Pier 17	539 Riverfront Dr.
1267 Poor Richards	1105 Geele Ave.
3001 Ranieri's Four of A Kind	811 Indiana Ave.
1288 Riverview Club	626 N. 15 <sup>th</sup> St.
2135 Sandees Cool Runnings	1202 Michigan Ave.
3087 Santanas Place	1019 Erie Ave.
1680 Scenic Bar LLC	1635 Indiana Ave.
1925 Screammers	2201 N. 15 <sup>th</sup> St.
1345 Sheboygan Outboard Club	732 N. Water St.
1346 Sheboygan Pine Club	1716 Geele Ave.
1353 Sheboygan Yacht Club	214 Pennsylvania Ave.
3183 Sprechers Restaurant & Pub	820 Indiana Ave.
3162 Sundance Saloon	1509 S. 12 <sup>th</sup> St.
2943 Superior Bar & Grill LLC	2607 Superior Ave.
1397 Tappers Bar & Grill	1702 S. 17 <sup>th</sup> St.
3178 Tasty Sheboygan	1423 Union Ave.
2566 That Place on 8 <sup>th</sup>	1432 S. 8 <sup>th</sup> St.
3069 Time and a Half	2518 N. 15 <sup>th</sup> St.
1411 Tommys Bar	2335 N. 15 <sup>th</sup> St.
1412 Trattoria Stefano	522 S. 8 <sup>th</sup> St.
2774 Union Ave Tap	1401 Union Ave.
2427 Urbane	1231 N. 8 <sup>th</sup> St.
1420 VFW Post #9156	552 S. Evans St.
3119 Vibez Bar	2513 S. 8 <sup>th</sup> St.
2513 Vreekes Tavern I	935 Michigan Ave.
2921 Walkabout, The	2401 Calumet Dr.
2029 Weill Center	826 N. 8 <sup>th</sup> St.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	AmericInn	3664 S. Taylor Dr.

2299 Chinatown Kitchen	1107 N. 8 <sup>th</sup> St.
3094 Dickey's Barbecue Pit	2719 Calumet Dr.
3202 Dragon Bar & Grill I	1307 Huron Ave.
2706 Fayes Pizza	1821 Calumet Dr.
3111 Glas - The Green Coffeehouse	924 N. 14 <sup>th</sup> St.
3129 Greece E Spoon	1217 N. 8 <sup>th</sup> St.
3135 New China Buffet	571 S. Taylor Dr.
3055 Noodles & Company	555 S. Taylor Dr.
3018 Pho VN	2209 S. Business Dr.
2696 Sheboygan Family Restaurant	2704 S. Business Dr.
2339 Toys Thai Laos Restaurant	1229 N. 8 <sup>th</sup> St.
1809 Wharf, The	733 Riverfront Dr.
2604 Z Spot Espresso & Coffee	1024 Indiana Ave.

CLASS "C" WINE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	AmericInn	3664 S. Taylor Dr.
3202	Dragon Bar & Grill I	1307 Huron Ave.
2706	Fayes Pizza	1821 Calumet Dr.
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> St.
3055	Noodles & Company	555 S. Taylor Dr.
3018	Pho VN	2209 S. Business Dr.
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
2604	Z Spot	1024 Indiana Ave.

**VII**

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. August 1, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 56-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends filing Beverage Operator's License #6350 for Scott L. Steinberg as he has withdrawn his application.

*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. August 1, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 69-16-17 by the City Clerk, various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends granting licenses with various caveats:

CHANGE OF AGENT

Kerry Martens is being replaced as agent at the Piggly Wiggly on South Business Dr. by Michael Frederick effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights	434 Pennsylvania Ave. - one-day event to be held 7/21/16 to include current premise and the surrounding sidewalk around building that will be blocked off to keep guest in the perimeters.
3117	Harbor Lights	434 Pennsylvania Ave. - two-day event to be held 7/29 to 7/30 to include current premise and surrounding area in the blocked off area.
3186	Suscha's Bar	1054 Pennsylvania Ave. - one-day events to be held 8/20/16 and 9/4/16 to include current premise and the entire parking lot.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1090	Ahrnsbrak, Amanda M.	1617 N. 21 <sup>st</sup> St.
*1166	Bartel, Tiffany A.	2820 S. 16 <sup>th</sup> St.
<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications</b>		
1096	Bonilla, Celene	2923 S. 16 <sup>th</sup> St.
*1068	Buchanan, Schuyler J.	4241 Cty Rd. 1
<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications</b>		
8993	Burg, Christine A.	711 Superior Ave.
1127	Crowe, Brian F.	625 Geele Ave.
1131	Derrick, Danelle C.	422 Washington Ct.
1155	Devoe, Alyssa L.	1232A S. 9 <sup>th</sup> St.

*Consent*

1043 Diaz, Vanessa 1016B St. Clair Ave.  
\*5169 Drier, Lacey J. 1430 Mehrtens  
**\*grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

1063 Eberle, Amanda M. N8336 Willow Rd. Upper, Elkhart Lake  
1124 Flegel, Lauri A. 1523 N. 7<sup>th</sup> St.  
5873 Flipse, Chad M. 6631 Leona Ln.  
\*1121 Garcia, Tanya L. 902 Fairview Dr., Plymouth  
**\*grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

3439 Gotchy, Mary B. 1250 Columbus Ave.  
1100 Green, Alexandra K. 1407 Filed Tree LN., Oostburg  
1074 Hiebing, John G. 765 River Meadows Dr., Sheb. Falls  
1089 Hinneberg, Thomas A. 1508 Meadow Ct., Port Washington  
6975 Hoffmann, Debra S. W3926 Orchard Rd., Elkhart Lake  
1128 Huegerich, Amy 520 S. Colonial Pkwy, Saukville  
6042 Hurrie, Kathryn A. 5314 Bluebell Ct.  
1094 McGuire, Brittany D. 628 Erie Ave., #4  
1048 McKinster, Nathan C. 6509 Paradise LN., Sheb. Falls  
1064 McTrusty, Lance Brian 715 N. 10<sup>th</sup> St.  
1117 Nelson, David L. 328 S. 2<sup>nd</sup> St.  
1085 Nokes, Allison L. 223 Prospect Ave.  
1076 Owensby Jr., Michael D. 725 Kentucky Ave., #A  
6573 Repinski, Dale R. 3830 Koehn Ave.  
1040 Revels, Ashley E. 4325 Morningview Ct., #K101  
9958 Rice, Justin J. 1338 School Ave.  
1056 Somers, Elisha A. 717 Madison Ave., Howards Grove  
1150 Stenson, Robin R. 165 East Shore Dr., Random Lake  
1095 Tachick, Stephanie M. 2519 S. 15<sup>th</sup> St.  
1123 Taubel, Brian S. 1624 St. Clair Ave.  
1067 Vertin, Christy L. 2332 Carmen Ave., #5E  
8945 Vreeke, Erin M. 620 S. \*th St., #106  
9796 Warwick, Emily-Rose L. 225 N Main St., #14, Sheb. Falls  
1065 Wickland, Susan T. 729 Caitol Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9869	Alexandroni, Dustin J.	639 Monroe St., #103, Sheb. Falls
6414	Babler, Elizabeth M.	1503 Division Ave.
0526	Badura, Thomas J.	4718 Winship Circle
0431	Becker, Sara C.	2324 Broadway Ave.
7881	Black, Abigail E.	3431 N. 10 <sup>th</sup> St., #712
0721	Bloedow, Jomon K.	1813 N. 2 <sup>nd</sup> St.
3756	Devriend, Therese K.	1513 S. 14 <sup>th</sup> St.
0404	Diener, Daniel J.	3830 S. 11 <sup>th</sup> St.
9706	Dolson, Bailey E.	531 S. 8 <sup>th</sup> St.
0737	Gierach, Suzanne M.	1411 Wisconsin Ave.

0375 Gill, Harjinder S.	624 N. 7 <sup>th</sup> St., Oostburg
1450 Halverson Jr., Richard W.	1511 N. 8 <sup>th</sup> St.
0480 Heyman, Jaime J.	N7699 Lakeshore Rd.
0658 Hulbert, Tracy L.	1612 N. 7 <sup>th</sup> St.
0401 Kalk, Gary A.	720 Roosevelt Ave., Howards Grove
0394 Klingbeil, Travis L.	1523 N. 7 <sup>th</sup> St.
1659 Koelpin, Daniel C.	3939 S. 12 <sup>th</sup> St.
8875 Kramer, Renee A.	2526 Mandy Circle
4981 Kraus, Thomas J. (Club)	1705 N. 15 <sup>th</sup> St.
2897 Kruse, Janet L.	1926 N. 9 <sup>th</sup> St.
0476 Lawrenz, Randy G.	1008 Swift Ave.
8475 Lensink, Amanda L.	1132 N. 9 <sup>th</sup> St.
0427 Manning, Craig T.	W3943 Cty. Rd. U, Plymouth
8947 Marsellis, Lynn M.	3227 S. 11 <sup>th</sup> St.
5354 McGeary, Scott A.	932 N. 37 <sup>th</sup> St.
9799 Minglana, Fernando C.	1530 N. 9 <sup>th</sup> St.
0594 Mueller, Benjamin J.	814 Indian Mound Rd.
0506 Munro, Ian E.	1015 Elm St., Cleveland
8963 Nitsch, Ralph J.	3833 S. 18 <sup>th</sup> St.
9552 O'Connor, Kaylee S.	1020 S. 12 <sup>th</sup> St., #212, Manitowoc
0624 Penke, Justin P.	1212A N. 11 <sup>th</sup> St.
*9842 Quintero, Anna L.	134 Lake Ct.

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

4445 Rabideaux, Deana M.	2215 N. 29 <sup>th</sup> St.
*9927 Ramirez, Maria I.	1411 N. 4 <sup>th</sup> St.

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

9583 Roehrborn, Becky J.	2027 N. 7 <sup>th</sup> St.
0724 Rolloff, Lisa M.	2614 S. 15 <sup>th</sup> St.
0357 Schultz, Laura K.	406 Vollrath Blvd.
0623 Slimmer, Parker M.	6431 Hidden Fields Ct.
*7356 Stiller-Devoe, Lynda S.	13 Elmwood Dr.

**\*grant with instructions to correct the application**

8958 Stockinger, Debra J.	74 Lighthouse Ct.
7634 Stokdyk, Jesse L.	W1445 Meadowview Ct., Oostburg
0479 Tempas, Christine S.	131 Cherry St., Sheb. Falls
0698 Thompson, Nicholas R.	6443 N. 54 <sup>th</sup> St., Milwaukee
0366 Tichy, Chanda M.	1744 S. 14 <sup>th</sup> St.
0657 Tullberg, Daniel J.	1728 S. 14 <sup>th</sup> St.
0518 Van De Loo, Cory J.	1529 N. 10 <sup>th</sup> St.
8588 Vandersande, Jenna L.	1909 S. 10 <sup>th</sup> St.
6180 Vervelde, Kim M.	522 Wilson Ave., #8
8663 Whitcomb, Stacy L.	2425 N. 10 <sup>th</sup> St.
5113 Wilson, Rachael L.	603 Leavens Ave., Sheb. Falls
1902 Woelffer, Margo M.	85 Lincoln Ave.
4658 Wolowski, Carla L.	1813 N. 2 <sup>nd</sup> St.
*0444 Zaletel, Marye E.	2312 Calumet Dr.

**\*grant contingent upon the application being corrected, and with a**

**warning to include all violations on future applications**

\*9726 Zastrow Jr., Michael L.            4227 Cty Rd. A

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

TAXI CAB LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1133	Butler, Eva M.	1921 Garfield Ave.
1116	Feigum, Winton L.	3319 River Bluff Dr.
1083	Majdub, Husein G.	1825 S. 8 <sup>th</sup> St.

\_\_\_\_\_

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\_\_\_\_\_

Committee

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

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

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

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. August 1, 2016.

Your Committee to whom was referred R. O. No. 71-16-17 by the City Clerk submitting a communication from John L. Korb requesting that the stop sign on Park Ave. (at N. 5<sup>th</sup> St.) be moved to N. 5<sup>th</sup> St. due to the speeding traffic between Saemann Ave. and Geele Ave. on N. 5<sup>th</sup> St.; recommends that the document be placed on file.

*Consent*

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

Committee

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

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

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

II

3.4

R. O. No. 71-16-17. By CITY CLERK. July 5, 2016.

Submitting a communication from John L. Korb requesting that the stop on Park Ave. (at N. 5<sup>th</sup> St.) be moved to N. 5<sup>th</sup> St. due to the speeding traffic between Saemann Ave. and Geele Ave. on N. 5<sup>th</sup> St.

~~PP+S.~~  
Jill

---

City Clerk

4.9



17

## Richards, Susan

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**From:** Alderperson Rosemarie Trester  
**Sent:** Monday, June 27, 2016 11:22 AM  
**To:** Richards, Susan  
**Subject:** FW: Traffic

Sue,

Who should I share this with. Police Department? Public Works? Public Protection and Safety? How do I serve this citizen of Sheboygan?

Thanks,  
Rosemarie

Rosemarie Trester  
Alderman District 3  
2110 N 9th Street  
Sheboygan, Wisconsin 53081  
920-452-3166

---

**From:** John Korb [jkor01@yahoo.com]  
**Sent:** Sunday, June 26, 2016 4:33 PM  
**To:** Alderperson Mike Damrow; Alderperson Mike Damrow  
**Cc:** Alderperson Rosemarie Trester; Alderperson Rosemarie Trester  
**Subject:** Traffic

My name is John L. Korb. I live at 1925 N 5th St. (the SE corner of 5th St. and Park Ave.

The traffic on North 5th Street is traveling waaay to fast through this neighborhood. There are 15 children under 10 years of age in this neighborhood and we (the neighborhood parents are in unison agreement) are concerned for the safety of the children. There are no traffic controls between Superior Ave. and Geele Ave. on 5th Street, so some vehicles come blasting through here like there was no speed limits. If a child were to dart out into the road, there would certainly ne a tragedy. There is currently a stop sign on Park Ave. to protect 5th Street traffic, but Park Ave. has sparse traffic. We would like to have the City "Powers that be" relocate the stop sign from Park Ave. to 5th Street in order to keep speeding from occurring. Thank You in advance.

JL Korb

# VII

R. C. No.       - 16 - 17. By LAW AND LICENSING. August 1, 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 granting licenses with various caveats:

## 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 <sup>th</sup> St.

## CLASS "C" WINE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3213	Mezza Luna	1402 S. 8 <sup>th</sup> St.

*Consent*

## MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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 <sup>nd</sup> St.
1181	Beik, Kenneth A.	830 N. Water St. #317
7447	Berg, William J. (Club)	1738 Playbird Rd.
1177	Dowe, Therese Ann	3407 Northwoods Rd., Port Wash.
1167	Dyken, Nathanael J.	1308 S. 19 <sup>th</sup> St.
9794	East, Jacob A.	1118A Superior Ave.
1175	Fitzgerald, Kate M.	517 E Riverside Dr., Kohler
6768	Gavin, Alice A.	120 Red Tail Dr., Sheb. Falls

1196 Jenson, Andrew S.	518 N. 8 <sup>th</sup> St.
1217 Krueger, Abigail C.	W4490 Willow Bend Rd., Waldo
1212 Lee, Yong	1303 N. 47 <sup>th</sup> 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.

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

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 <sup>rd</sup> St.
1201 Santiago-Reyes, Caroline	1531 N. 20 <sup>th</sup> St.
8911 Siever, Rachelle A.	3506 Willow Circle
8541 Starr, Bradley	2322 S. 12 <sup>th</sup> St.
0459 Thompson, Nico S.	304 Michigan St., Sheb. Falls
8969 Unhold, Franz V.	4433 S. 8 <sup>th</sup> St.
1231 Williams, Rhea K.	827 Pennsylvania Ave.
0691 Wilsing, Amanda J.	828 N. Water St., #18
*2318 Winkel, Gregg S.	3219 Main Ave.

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

2331 Wollin, Kristopher A.	3201 S. 12 <sup>th</sup> St.
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TAXI CAB LICENSE (December 31, 2016)

No.   Name

Address

\*8546 Frei, Dorris M.

701 S. 15<sup>th</sup> St.

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

9238 Ringel, Robert S.

1620 Cambridge Ave.

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

Committee

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

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

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

**VI**

R. C. No.       - 16 - 17      . By PUBLIC PROTECTION AND SAFETY. August 1, 2016.

Your Committee to whom was referred R. O. No. 78-16-17 by the Chief of Police submitting his quarterly report showing activities of the department for the period commencing April 1, 2016 and ending June 30, 2016; recommends that the document be accepted and placed on file.

*Consent*

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

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

Committee

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

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

# II

4.4

R. O. No. 78 - 16 - 17. By CHIEF OF POLICE. July 18, 2016.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing April 1, 2016 and ending June 30, 2016.

Part I Crimes	April		May		June		2016 TOTAL 2nd QTR Actual Offenses	2015 TOTAL 2nd QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	2	1	1	1	5	2	8	6
Robbery	0	0	0	0	1	1	1	3
Aggravated Assault	6	7	9	8	9	7	24	37
Burglary	4	1	12	3	7	1	23	33
Theft	67	28	81	28	102	42	250	264
Vehicle Theft	3	2	1	2	1	0	5	6
Arson	0	0	0	0	1	0	1	2
<b>Total Part I Crimes</b>	<b>82</b>	<b>39</b>	<b>104</b>	<b>42</b>	<b>126</b>	<b>53</b>	<b>312</b>	<b>351</b>
<b>Total Current Actual Offenses</b>	<b>312</b>		<b>Total Current Cleared</b>		<b>134</b>			
<b>Same Quarter Last Year</b>	<b>351</b>		<b>Same Quarter Last Year</b>		<b>163</b>			

*APB*  
*Adv File*

<b>Traffic Arrests</b>	
<b>April</b>	<b>262</b>
<b>May</b>	<b>244</b>
<b>June</b>	<b>270</b>
<b>Current Quarter</b>	<b>776</b>
<b>Same Quarter Last Year</b>	<b>581</b>

<b>Other Arrests</b>	
<b>April</b>	<b>323</b>
<b>May</b>	<b>391</b>
<b>June</b>	<b>363</b>
<b>Current Quarter</b>	<b>1077</b>
<b>Same Quarter Last Year</b>	<b>1,082</b>

<b>Accidents Investigations</b>	
<b>Current Quarter</b>	<b>409</b>
<b>Same Quarter Last Year</b>	<b>405</b>

<b>Total Arrests</b>	
<b>Current Quarter</b>	<b>1853</b>
<b>Same Quarter Last Year</b>	<b>1,663</b>

<b>Property</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Current Quarter</b>	<b>Same Quarter Last Year</b>
<b>Value Property Stolen</b>	<b>29,196</b>	<b>29,249</b>	<b>22,473</b>	<b>80,918</b>	<b>103,193</b>
<b>Value Property Recovered</b>	<b>23,181</b>	<b>20,206</b>	<b>2,066</b>	<b>45,453</b>	<b>19,042</b>
<b>Percent Recovered</b>	<b>79</b>	<b>69</b>	<b>9</b>	<b>56%</b>	<b>18%</b>

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Chief of Police, Christopher D. Domagalski

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. August 1, 2016.

Your Committee to whom was referred Res. No. 50-16-17 by Alderperson Thiel amending Res. No. 76-15-16, as amended by Res. No. 4-16-17, which established an Emergency Planning and Preparedness Committee, so as to further modify the membership of that committee; recommends that the Resolution be approved.

*Consent*

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

Committee

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

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

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

III

4.5

Res. No. 50-16-17. By Alderperson Thiel. July 5, 2016.

A RESOLUTION amending Res. No. 76-15-16, as amended by Res. No. 4-16-17, which established an Emergency Planning and Preparedness Committee, so as to further modify the membership of that committee.

WHEREAS, the Sheboygan County Emergency Government Director and the Health Officer for the Sheboygan County Division of Health provide knowledge and background for the Emergency Planning and Preparedness Committee; and

WHEREAS, Gen. Ord. No. 6-16-17 was approved by the Common Council on June 20, 2016, permitting the Sheboygan County Emergency Government Director and the Health Officer for the Sheboygan County Division of Health to serve on the Emergency Planning and Preparedness Committee regardless of their status as a resident of the City of Sheboygan.

NOW, THEREFORE, BE IT RESOLVED: That the committee shall be comprised as follows:

- Mayor
- Deputy Fire Chief
- Police Captain of Administration
- City Administrator
- City Attorney
- Superintendent of Streets and Sanitation
- Director of Parking and Transit
- Director of Human Resources and Labor Relations
- Information Technology Director
- Wastewater Treatment Plant Superintendent
- Water Utility Superintendent
- Sheboygan County Emergency Government Director
- Health Officer for the Sheboygan County Division of Public Health

*PPS approve*

*Billy A. Thiel*

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

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

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

**VIII**

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. August 1, 2016.

Your Committee to whom was referred Res. No. 56-16-17 by Alderperson Thiel authorizing application for a 2015 Assistance to Firefighter Grant (AFG); recommends that the Resolution be passed.

*Consent*

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

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

Committee

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

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

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

III

5.2

Res. No. 56 - 16 - 17. By Alderperson Thiel. July 18, 2016.

A RESOLUTION authorizing application for a 2015 Assistance to Firefighter Grant (AFG).

WHEREAS, the City of Sheboygan Fire Department has the opportunity to obtain a Federal Emergency Management Agency grant, in the total amount of \$105,600 from the federal government.

WHEREAS, The AFG Grant program provides funds to support health, wellness and fitness initiatives during the period January 1, 2017 through December 31, 2017.

WHEREAS, in order to obtain the grant in the amount of \$105,600 it is necessary for the Fire Chief to submit an application through the Federal Government before January 15, 2016; and

WHEREAS, the funding received would be \$105,600 from the Federal Government with a local match of \$10,560 (10%) required.

WHEREAS, the 10% match would be met within the current Fire Department Budget.

RESOLVED: That the City of Sheboygan Common Council authorizes the Fire Chief to sign all documents necessary for the grant application and the administration thereof.

BE IT FURTHER RESOLVED: That the City of Sheboygan will meet the obligations of the grant including appropriating a matching allocation for the project and such appropriation shall continue as long as federal matching aids are available, or until this resolution is modified by the council.

*Finance approve*

  
\_\_\_\_\_

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

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

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

**IX**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. August 1, 2016.

Your Committee to whom was referred Gen. Ord. No. 12-16-17 by Alderperson Thiel placing a stop sign at the northeast and southwest corners of North 10<sup>th</sup> Street and Lincoln Ave.; recommends that the Ordinance be passed.

*Consent*

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

Committee

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

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

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

**X**

6.1

Gen. Ord. No. 12 - 16 - 17. By Alderperson Thiel. July 5, 2016.

AN ORDINANCE placing a stop sign at the northeast and southwest corners of North 10th Street and Lincoln Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring westbound traffic and eastbound traffic on Lincoln Avenue to stop at the intersection of North 10th Street and Lincoln Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*PP+S approve.*

*Bill Thiel*  
\_\_\_\_\_

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

101

101



*[Faint, illegible handwriting covering the majority of the page]*

*[A single line of very faint, illegible text at the bottom of the page]*

**IX**

R. C. No.       - 16 - 17      . By SALARIES AND GRIEVANCES. August 1, 2016.

Your Committee to whom was referred Gen. Ord. No. 13-16-17 by Alderperson Donohue amending Gen. Ord. No. 33-06-07 establishing the salaries of the part-time Cable TV Operators at WSCS; recommends that the Ordinance be passed.

*Consent*

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

Committee

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

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

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

**X**

7.1

Gen. Ord. No. 13 - 16 - 17. By Alderperson Donohue. July 18, 2016.

AN ORDINANCE amending Gen. Ord. No. 33-06-07 establishing the salaries of the part-time Cable TV Operators at WSCS.

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

Section 1. The salary for the part-time Cable TV Operators at WSCS is hereby amended as follows:

Minimum starting wage:	\$10.00 per hour
Maximum wage:	\$15.00 per hour

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.

*Sal & Steve  
approve*

  
\_\_\_\_\_

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

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

**IX**

R. C. No.            - 16 - 17. By SALARIES AND GRIEVANCES. August 1, 2016.

Your Committee to whom was referred Gen. Ord. No. 14-16-17 by Alderperson Donohue amending Gen. Ord. No. 3-16-17, so as to change the part-time Community Services Officers Class Grade 4 to a part-time Community Services Officers In-Training, Class Grade 2, in the Police Department's Table of Organization; recommends that the Ordinance be passed.

*Consent*

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

Committee

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

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

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

DRAFT

~~X~~

7.2

Gen. Ord. No. 14 - 16 - 17. By Alderperson Donohue. July 18, 2016.

AN ORDINANCE amending Gen. Ord. No 3 -16-17, so as to change the part-time Community Services Officers Class Grade 4 to a part-time Community Services Officers In-Training, Class Grade 2, in the Police Department's Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal is hereby amended so that Section D.3 is amended as follows:

Class Title	Class Grade	NO. of Employees
<b>D. POLICE DEPARTMENT</b>		
<b>Delete:</b>		
D3. Patrol Division Community Service Officers	4	"As Needed" (equal to 1 full-time equivalent)
<b>Add:</b>		
D3. Police Department Community Service Officers In-Training	2	"As Needed" (equal to 1 full-time equivalent)

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

*Sal & Griedt approve.*

  
\_\_\_\_\_

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

<b>Job Title:</b>	<b>Community Service Officer in Training</b>	<b>Department:</b>	Police Department
<b>Reports To:</b>	Sergeant of Administration	<b>Classification:</b>	
<b>Wage:</b>	Salary Grade 2	<b>Date Issue:</b>	July 11, 2016

## Position Summary

Under general supervision, patrols assigned areas to check parking violations, issues parking violation tickets and notices, and perform related work as required. After training and demonstrated ability, while under close supervision, will perform routine clerical related and law enforcement duties not requiring oath of office.

## Essential Duties & Responsibilities

1. Patrols assigned areas during designated periods to check for general parking violations, including meter parking, school, timed, and impact zones.
2. Issues parking violation tickets or violation notices on forms prescribed by the Police Department.
3. Answers inquiries and gives directions to the public.
4. Observes, records, and reports defective or damaged parking meters.
5. Performs routine clerical work as required.
6. Performs maintenance and minor repair of parking meters.
7. Attends training classes as required.
8. Performs routine report writing.
9. Replaces School Crossing-Guards when required.
10. Handles bicycle complaints including recovery, impoundment and return of stolen bicycles.
11. Assists with Snow Emergency enforcement operations, including ticketing, towing, impoundment, and release of vehicles
12. Responsible for the up keep and proper use of all assigned department equipment and vehicles.
13. Handles abandoned vehicle enforcement by locating, identifying vehicles in violation, preparing reports that support their removal, and towing them when directed.
14. Makes appropriate reports to the Building inspectors of code violations.
15. \* Assists the Property Officer when needed to prepare items for auction and disposal and assist in their disposal through a manner prescribed by the department.
16. When needed, assists Patrol during 4<sup>th</sup> of July or other major events to barricade intersections and enforce parking violations during this event.
17. Assists department personnel with traffic surveys for potential parking zones as directed.
18. Assists department personnel with parade preparations as directed.
19. Performs duties in addition to the above as may be prescribed by the administration of the department.

## **Qualification Requirements**

1. Ability to learn the laws, ordinances, and regulations with respect to the functions performed within six months.
2. Ability to obtain a passing grade on the Civil Service examination.
3. Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employee relations.
4. Ability to communicate effectively in written and verbal form.
5. Ability to keep accurate records and make reports.
6. A high sense of responsibility and initiative to work independently and productively without supervision and to work for oral and written instructions.
7. Above average physical stamina and mobility, including the ability to work outdoors under all climatic conditions.
8. Ability to lift and manipulate bicycles to check serial numbers, transport them, impound and hang them in the police garage.
9. Ability to communicate effectively with the public and members of the department, both orally and in written form.

## **Education / Experience / Certifications**

Requires high school diploma or GED certificate recognized by the Wisconsin Department of Public Instruction.

Requires the completion of or current enrollment in a police science or criminal justice degree program at an accredited institution.

## **Pre-employment Requirement**

Job offers for this position are contingent on the individual passing a pre-employment background investigation and drug screen.

## **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing.

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.

II

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

Submitting a claim from Acuity on behalf of Marilyn Heimer for alleged damages to her vehicle when a street sweeper truck drove past and kicked up rocks causing damage to the left front fender.

*Inance*

---

City Clerk

DATE RECEIVED 7.25.16

RECEIVED BY MMD

REC'D FROM ACQUITY.

CLAIM NO. PG 2530 10-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 25 '16 AM 11:38

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: Marilynn Heimer
2. Home address of Claimant: 1814 Barrett St Sheboygan, WI
3. Home phone number: 920-497-5755
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4/01/2016 7:00 AM

6. Where did damage or injury occur? (give full description) 2014 scion XB vehicle parked and unoccupied outside of home across the street facing north.

7. How did damage or injury occur? (give full description) Street sweeper truck drove past and must have kicked up rocks causing damage to the left front fender.

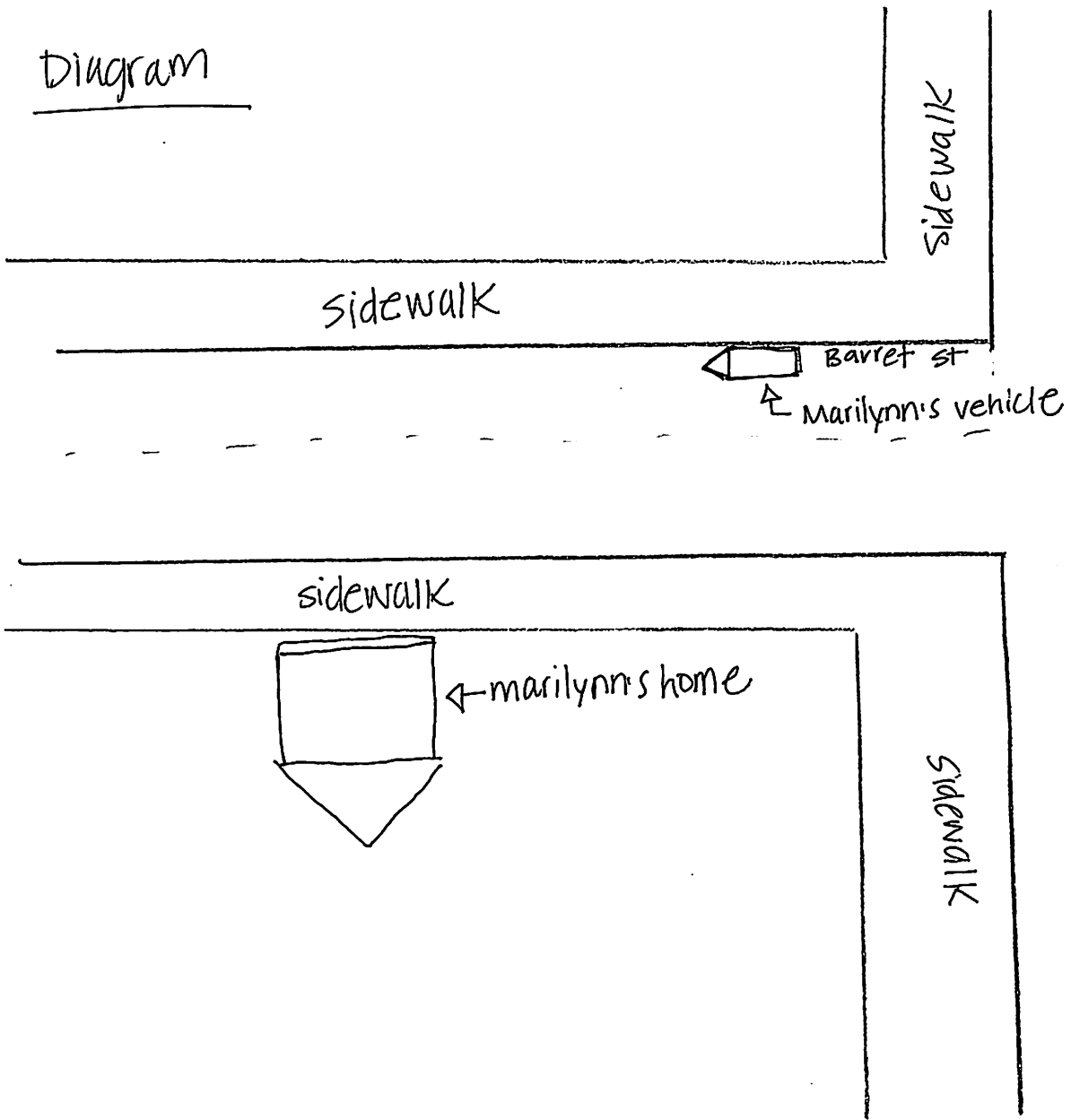
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

- (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: \_\_\_\_\_

Diagram



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. 2014 Scion XB sustained four dents on the left front fender.

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

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

Auto:	\$ <u>933.87</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below	\$ _____
<b>TOTAL</b>	
	\$ _____

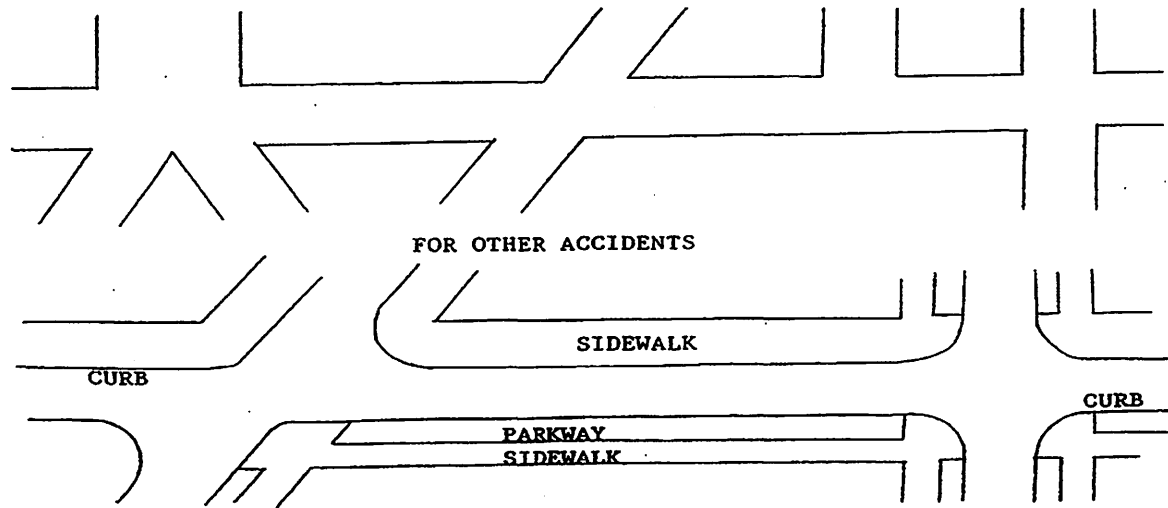
Damaged vehicle (if applicable)

Make: Scion Model: XB STD Year: 2014 Mileage: 555

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

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

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



SIGNATURE OF CLAIMANT Marilynn Hurner DATE 7/22/16

DATE RECEIVED 7.25-16

RECEIVED BY MMD

CLAIM NO. PG 2530 10-16  
JUL 25 '16 AM 11:30

CLAIM

Claimant's Name: Marilynn Heimer  
Claimant's Address: 1814 Barrett st  
Sheboygan, WI 53081  
Claimant's Phone No. 920-457-5755

Auto \$ 933.87  
Property \$ N/A  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 933.87

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 \$ 933.87.

SIGNED Munawar DATE: 7/22/16

ADDRESS: 2800 South Taylor Drive - Acuity Insurance  
Sheboygan, WI 53081

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



July 22, 2016

CLERK'S OFFICE  
828 CENTER AVE  
SHEBOYGAN WI 53081

Your Claim Number: N/A  
Your Insured: CITY OF SHEBOYGAN  
Our Claim Number: PG2530  
Our Insured: MARILYNN J HEIMER  
Date of Loss: 04/01/2016  
Type of Loss: AUTO  
Location: 1814 BARRETT ST,  
SHEBOYGAN, WI 53081  
Salvage Pending:  Y or  N

Dear Sir or Madam:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

Payment	\$933.87
Deductible	\$0.00
Salvage Deduction	\$0.00
Total Amount Owed <i>ACUITY</i>	\$ 933.87

Please mail the drafts to the address listed below:

*ACUITY*  
Claims Department  
PO Box 58  
Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

Diana Torres  
Claim Representative  
Diana.Torres@acuity.com

Enclosure(s)



PG2530

1 - OPEN  
AUTO - ACUITY Auto/Motorcycle

## Payment List Print

HEIMER, MARILYNN J

Loss Location: WI  
Loss Date: 04/01/2016

Requestor: DIANA TORRES

Run Date: 07/22/2016

Time: 2:52PM

---

**Payment Amount: \$933.87**

**Payment Number: 11649892**

**Pay To:** MARILYNN J HEIMER AND DEAN'S AUTO BODY  
INC

**Mail To:** MARILYNN J HEIMER  
1814 BARRETT ST  
SHEBOYGAN WI 53081

**Pay Period:**  
**Invoice Number:**  
**Issued Date:** 05/27/2016  
**Accounting Status:** Honored 06/21/2016

**Service Dates:**  
**In Payment Of:** COMP LOSS FOR 2014 SCION XB

**Remarks:** NO DEDUCTIBLE APPLIES

---



VIN





MILEAGE



LR DR. DENT {NOT PART OF CLAIM}



LR DOOR GLASS {NOT PART OF CLAIM}



LT B PILLER DAMAGE {NOT PART OF CLAIM}



LF FENDER DAMAGE



LF



RF



RR



REAR

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

\*\*\* ESTIMATE \*\*\*

04/27/2016 01:49 PM

**Owner**

**Owner:** Marilynn J Heimer  
**Address:** 1814 Barrett St  
**City State Zip:** Sheboygan, WI 53081

**Home/Day:** (920)457-5755  
**FAX:**

**Control Information**

**Claim # :** PG2530  
**Loss Date/Time:** 04/01/2016 07:00 AM  
**Deductible:** Unknown

**Insured Policy # :**  
**Loss Type:** Other Com

**Ins. Company:** Acuity Insurance  
**Company Contact:** Acuity

**Agent:** Diana Torres  
**Address:**  
**Email:** Diana.Torres@Acuity.com

**Work/Day:** (800)242-7666x1994

**Insured:** Marilynn J Heimer  
**Address:**

**Home/Day:** (920)457-5755

**Claim Rep:** Diana Torres  
**Address:**  
**Email:** Diana.Torres@Acuity.com

**Work/Day:** (800)242-7666x1994

**Inspection**

**Inspection Date:** 04/28/2016 07:33 AM  
**Primary Impact:** Left Front Side  
**Driveable:** Yes

**Inspection Type:** Shop inspected  
**Secondary Impact:**  
**Rental Assisted:**

**Assigned Date/Time:**  
**First Contact Date/Time:**

**Received Date/Time:** 05/27/2016 06:02 AM  
**Appointment Date/Time:** 05/27/2016 08:00 AM

**Repairer**

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

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

**Repair Start Date/Time:**  
**Target Complete Date/Time:** 06/16/2016 05:00 PM

**Vehicle Drop Off Date/Time:** 06/13/2016 08:00 AM  
**Days To Repair:** 4

**Vehicle**

2014 Scion xB STD 4 DR Wagon  
4cyl Gasoline 2.4  
4 Speed Automatic

Lic.Plate: 991-XPS  
 Lic Expire:  
 Prod Date: 04/2014  
 Veh Insp#:   
 Condition:  
 Ext. Color: CLASSIC SILVER MET  
 Ext. Refinish: Two-Stage  
 Ext. Paint Code: 1F7

Lic State: WI  
 VIN: JTLZE4FE4EJ056158  
 Mileage: 555  
 Mileage Type: Actual  
 Code: SC214C  
 Int. Color:  
 Int. Refinish: Two-Stage  
 Int. Trim Code:

**Options**

1st Row LCD Monitor(s)	2nd Row Head Airbags	AM/FM CD Player
Air Conditioning	Alarm System	Anti-Lock Brakes
Auxiliary Audio Input	Center Console	Cruise Control
Digital Signal Processor	Dual Airbags	Fog Lights
Head Airbags	Keyless Entry System	Lighted Entry System
MP3 Decoder	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Projector Beam Headlamps	Rear Window Defroster	Rear Window Wiper/Washer
Side Airbags	Split Folding Rear Seat	Sport Seats
Stability Cntrl Suspensn	Steel Wheels	Strg Wheel Radio Control
Tachometer	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	Trip Computer
Velour/Cloth Seats	Wireless Audio Streaming	Wireless Phone Connect

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	N	6		Front Bumper Cover R&l	Additional Labor				1.2	SM
2	RI	96		Headlamp Assy, Halogen LT	R & I Assembly				0.3	SM
3	BR	83	13	Panel, Hood High Strength Steel	Blend Refinish				2.2	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	I	103		Fender, Front LT	Repair				2.0*	SM
5	L	103		Fender, Front LT	Refinish				2.3	RF
					1.9 Surface					
					0.4 Two-stage					
6	BR	209		Pnl, Front Door Outer LT High Strength Steel	Blend Refinish				1.2	RF
					0.8 Blend					
					0.4 Two-stage					
7	RI	231		Pnl, Inner Door Trim LT	R & I Assembly				INC	SM
8	RI	258		Mldg, Front Door Belt LT	R & I Assembly				0.3	SM
9	RI	229		Housing, Mirror Outer LT	R & I Assembly				0.3	SM
10	RI	227		Handle, Front Door Otr LT	R & I Assembly				1.3	SM
11	L	M14		Corrosion Protection	Refinish				0.2*	RF
12	EC			Cover car exterior	Replace Economy	\$5.00*			0.2*	SM
13	N			De-Nib and polish	Additional Labor					SM*
14	N			Hazard, waste	Additional Labor	\$5.00*				SM
14	Items									

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts			\$10.00	
Paint & Materials	5.9 Hours @	\$36.00	\$212.40	
Parts & Material Total				\$222.40
Tax on Parts & Material		@ 5.000%		\$11.12

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	2.4	3.2	5.6	\$324.80	
Mech/Elec (ME)	\$75.00					
Frame (FR)	\$70.00					
Refinish (RF)	\$58.00	5.9		5.9	\$342.20	
<b>Labor Total</b>				11.5 Hours		\$667.00
<b>Tax on Labor</b>		@ 5.000%			\$33.35	
<b>Gross Total</b>						<b>\$933.87</b>
<b>Less: Deductible</b>						<b>Unknown-</b>
<b>Net Total</b>						<b>\$933.87</b>

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

Audatex Estimating 7.0.813 ES 05/27/2016 10:31 AM REL 7.0.813 DT 05/01/2016 DB 05/15/2016  
 Copyright (C) 2016 Audatex North America, Inc.

**1.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

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

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

**Op Codes**

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebld	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor

II

R. O. No.        - 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*

---

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 Saeman 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)

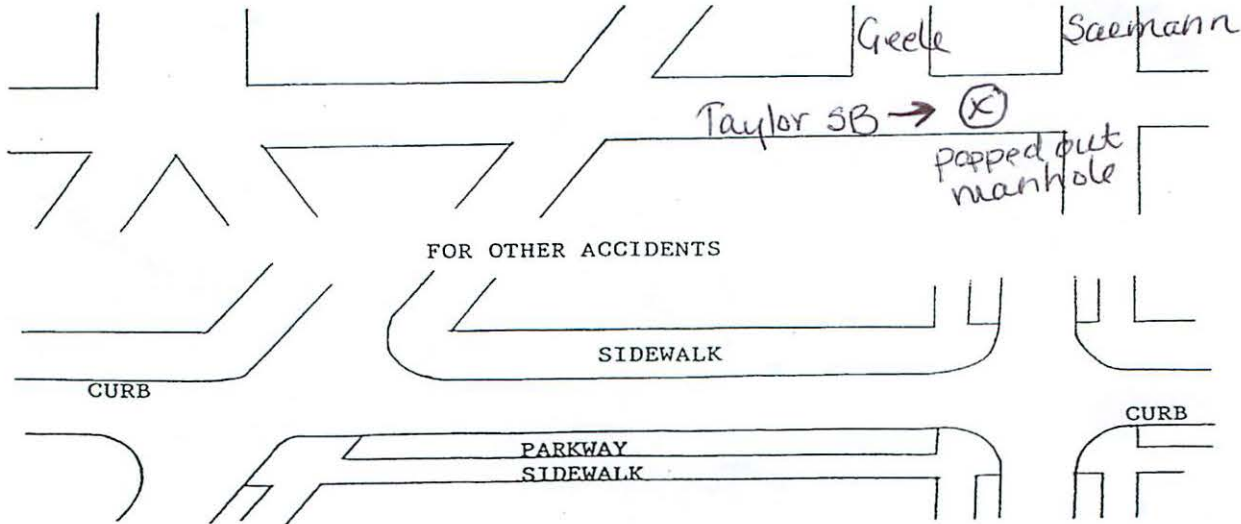
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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. \_\_\_\_\_

*pd cash*

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

[ 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: \_\_\_\_\_

MC SALE  
CREDIT CARD  
04-02-2018 14:11:03  
SHEBOYGAN, WI 53081  
152 N 13TH ST  
AMERICAN RIDE TIRE

SALE AMOUNT

\$289.78

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

CUSTOMER COPY

Work Completed Date : 04/05/2016

Print Date : 04/05/2016

Cesar, Pat
5515 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

Table with 5 columns: Part Description / Number, Qty, Sale, Ext, Labor Description, Extended. Includes entries for 'exceed the original cost of repairs' and 'Hazardous Materials'.

[ 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.

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

\$5000 Cash
\$289.78 MC

Summary table with rows: 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:

**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 - WM 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.	
Tire Disposal Disposal	4.00	3.00	12.00	NEEDS 4 tires, LF outer tie rod end and an alignment ***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	94.33
				Alignment	59.95
				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. ***	
				Mount and balance 4 (55-45 & some 40 series) tires	93.80
				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 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	

# DEPOT AUTO SERVICE & TOWING, INC.

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

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

OPERATOR'S SIGNATURE

AUTHORIZED SIGNATURE

## Road Service

44886.

# DEPOT AUTO SERVICE & TOWING, INC.

1131 Perryville Ave.  
 Sparks, MD 21151  
 (301) 483-1881  
 Depot Auto Service, Inc.

MR. A. Brown 123 Perryville Ave. Sparks, MD 21151	
MILEAGE	35
FINISH	0
START	
TOTAL	
EXTRA PERSON	
REPAIRS	

<input type="checkbox"/> SINGLE LINE WINCHING <input type="checkbox"/> DUAL LINE WINCHING <input type="checkbox"/> SWATCH BLOCKS <input type="checkbox"/> BOTTOM BLOCKS <input type="checkbox"/> DAILY	<input type="checkbox"/> FLAT TIRE <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> WRECK <input type="checkbox"/> RECOVERY	<input type="checkbox"/> BUMP/SHOULDER TOW <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> FLAT BED LAMP <input type="checkbox"/> START <input type="checkbox"/> LOCK OUT
--	--	---

STORAGE CHARGE	TOWING CHARGE	EXCESS CHARGE	PLEASE CHARGE
TOTAL			

**Depot Service**

11888

**II**

R. O. No.       - 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.

*Inance*

---

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<sup>Ave</sup> 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 <sup>tow</sup> 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

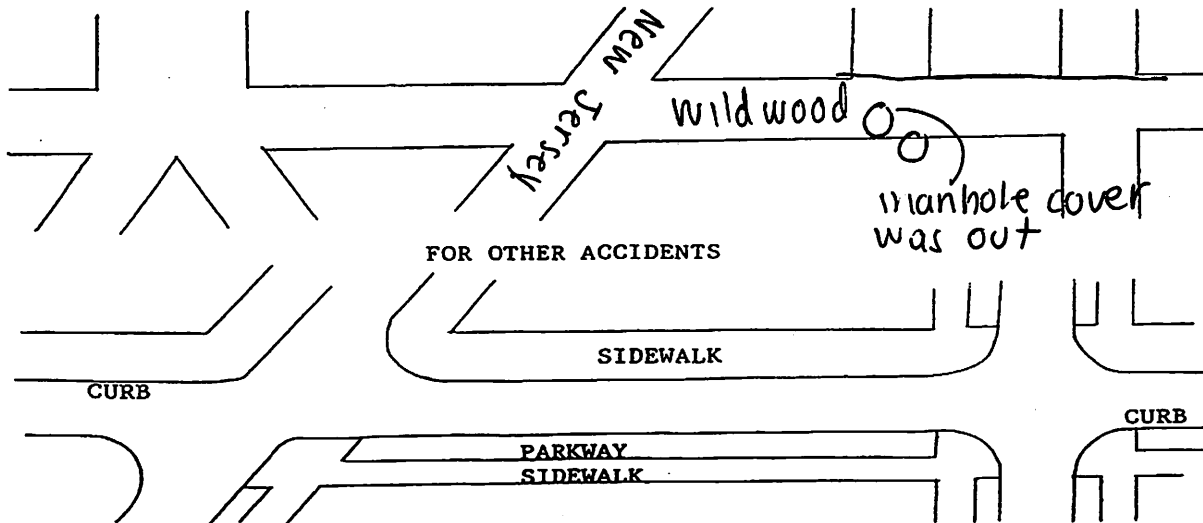
Damaged vehicle (if applicable)

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 [Signature]

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</u> <sup>Towing</sup>
		<b>TOTAL</b>	<b>\$ <u>312,94</u></b>

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

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

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

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
<b>COURTESY CHECK</b>		03				
COURTESY CHECK	7046930	12TS	1	N/C	N/C	
<b>NON-SYSTEM SERVICES</b>	1,2	03				<b>15.00</b>
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
<b>Sub-Total</b>	<b>15.00</b>
<b>Tax (5.00%)</b>	<b>0.75</b>
<b>Total</b>	<b>\$15.75</b>

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

**Revision History:**

Rev  
Amt

Init

Customer Signature

1) 07/07/2016 05:22PM  
2) 07/07/2016 05:59PM

5.27 BRUNNBAUER, JOHN/ IN PERSON  
-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 protection, 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](http://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](http://www.FirestoneCompleteAutoCare.com)  
WI FCAC 7008527 - 48110866 Rev. 11/11



See reverse side for Warranty Information



# MARTIN Automotive, Inc.

Martin Automotive, Inc.

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

Customer Information

Cust.: BRU632817		Vehicle No: 6S632817		DATE IN
YEAR	MAKE	MODEL	COLOR	TIME IN
	JOHN BRUNNBAUER			
MILES IN	MILES OUT	FIRST USE	LISC.	CLOSED
	606 FAIRWAY DR			
	SHEBOYGAN WI 53081			
SEE ALSO				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 (mounted)  
 \$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.

WATDA Services, Inc. • 1-800-236-7672 ©2009 WI Auto & Truck 427873

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
<b>FIRESTONE TIRE PACKAGE</b>							<b>239.47</b>
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.

<u>Summary</u>	
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**

II

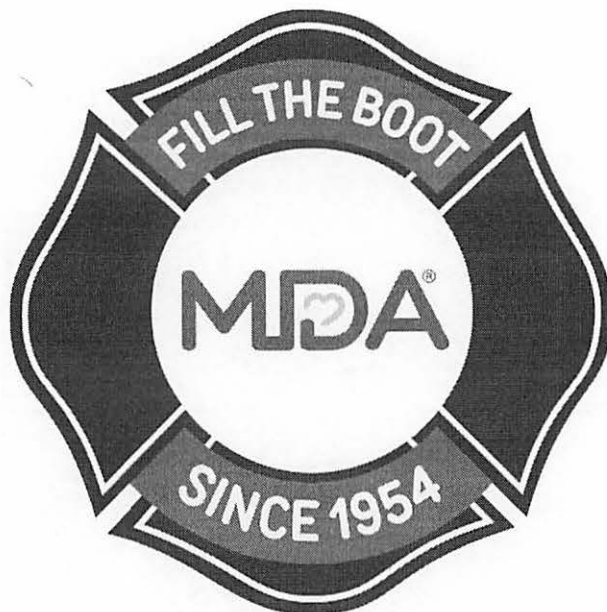
R. O. No.     - 16 - 17. By CITY CLERK. August 1, 2016.

Submitting a communication from Sheboygan Fire Fighters Local 483 regarding the 2016 Fill the Boot Drive to benefit MDA.

pp 5.

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City Clerk



**Sheboygan Fire Fighters Local 483  
Boot Drive to benefit MDA**

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2016 Fill the Boot Proposal

# Sheboygan Local 483 Fire Fighters

## 2016 FILL THE BOOT DRIVE TO BENEFIT MDA

### PROGRAM OVERVIEW

- The Fill the Boot campaign for MDA is a 62 year American tradition that takes place in intersections in thousands of cities across the United States and Canada. It has been a very positive and successful fundraising effort by the professional fire fighters for a well-known and well-respected national non-profit organization. This simple street-side collection campaign provides an easy and convenient mechanism for commuting Americans to make a contribution to one of America's most beloved charities, by America's most admired heroes. More than 100,000 fire fighters participated in 2,000 Fill the Boot events around the country in 2015.
- Fire fighters nationally have raised more than **\$583** million for MDA since 1954. They raised **\$27.3 million** in 2015 alone primarily through the Fill the Boot program, making fire fighters the number one largest sponsor of MDA. Fire fighters in the state of Wisconsin raised nearly \$500,000 in 2015. Sheboygan Fire Department Local 483 raised \$15,501 for MDA in 2015.
- Sheboygan Fire Department Local 483 would like to conduct a Fill the Boot drive for the Muscular Dystrophy Association, **off duty** and **on the street** in 2016.
- Proposed dates of collection are: **August 18 and 19.**
- **Calls received during program take immediate priority** over Fill the Boot.
- MDA holds a **liability insurance policy for \$1 million per occurrence** that covers all firefighters involved in Fill the Boot.
- MDA also holds an additional insurance policy in which **ACE American Insurance would reimburse the city** in an instance where worker's comp has paid out benefits to a firefighter as a result of an incident.
- Safety is of utmost importance – firefighters should wear helmets and reflective vests, display signage provided by MDA and use sound judgment.
- 100% of the collected funds will stay in the local community to help children and adults served by the MDA Green Bay district office. The money raised by fire fighters literally provides help and hope by funding comprehensive health care services like wheelchairs and leg braces, communication devices, medical care at MDA sponsored Care Centers, MDA summer camp and support groups, as well as more than 400 research projects worldwide to find treatments and cures.

## **BACKGROUND INFORMATION**

### **Safety Record and Liability Issues**

- **Fill the Boot is a national fundraising/awareness initiative for MDA that takes place in thousands of communities across the country every year without incidents. MDA and the Fire fighters take great pride in having an impeccable record of safe events for over 60 years, with very positive feedback generated from the public regarding the program. We place utmost importance on ensuring that this tradition continues.**
- **Fire fighters are trained, public safety officers who conduct their Fill the Boot program with every safety precaution, including but not limited to uniforms and/or safety vests and extensive signage. Fire trucks, banners, posters and other signage will clearly identify the fundraising campaign for MDA for citizens.**
- **MDA has a liability insurance policy in the amount of \$1 million per occurrence that already covers professional fire fighters conducting Fill the Boot drives so there is no liability issue or concern for the city or fire department. MDA also has an additional special insurance policy that further protects municipalities and fire fighters participating in MDA fundraising events like Fill the Boot. This comprehensive policy provides the benefit of MDA's underwriter, ACE American Insurance, to reimburse municipalities in instances in which their workman's comp has paid out benefits to a fire fighter as a result of a Fill the Boot incident.**

### **Public Perception/Awareness and Publicity**

- **Citizens look forward to the fire fighter's annual Fill the Boot drive and willingly donate their dollars and change to help fill the fire fighters' boots.**
- **MDA will distribute press releases to local radio, television and print media to publicize Fill the Boot details and provide public awareness of the campaign. It is hoped that the local media will be able to provide a daily listing and/or announcement of collection sites and times.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <p>Any State or Political Subdivision if required by a signed contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

II

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

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Mitch Saunders in order to be placed at a Transitional Living Placement (TLP) located at either 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave.

ppx 5.

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City Clerk

PM12:54

Scott Walker  
Governor

Jon E. Litscher  
Secretary



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

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

State of Wisconsin  
Department of Corrections

July 25, 2016

JUL 25 '16 PM12:54

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

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

Respectfully,

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

Josh Butzen  
Probation/Parole Agent 70802  
(920) 459-0580

III

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

Submitting a communication from Angel Ramirez Sr. requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP at either 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave.

pp 5.

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City Clerk

JUL 22 '16 PM 3:08

Date: 7/20/2016

My name is: Angel Ramirez Sr.

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

A TLP - 1123 N. 14<sup>th</sup> Street, 1125 N. 14<sup>th</sup> Street or 930-A Michigan Avenue  
depending on availability.

Signature:



Phone Number:

~~920-331-0457~~ 920-316-0457

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

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

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Adrian Reinwand requesting a waiver from the Sex Offender Residency restriction in order to be placed at a Transitional Living Placement (TLP) at either 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave. based on availability.

pp 5

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City Clerk

JUL 22 '16 PM 3:08

Scott Walker  
Governor

Jon E. Litscher  
Secretary



3422 Wilgus Avenue  
Sheboygan, WI 53081  
Phone (920) 459-3097  
Fax (920) 459-4386

**State of Wisconsin**  
**Department of Corrections**

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July 20, 2016

To whom it may concern:

The Department of Corrections, on behalf of Adrian Reinwand (DOC # 606131...DOB: 03/12/1996), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Reinwand is slated to be released from the Sheboygan County Detention Center, on August 20, 2016. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14<sup>th</sup> Street or 930A Michigan Avenue, based on availability.

Respectfully

A handwritten signature in cursive script that reads "Sara Peters".

Sara Peters  
Probation & Parole Agent #71215  
3422 Wilgus Ave. Sheboygan, WI 53081  
920.459.3786

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Donohue. August 1, 2016.

A RESOLUTION approving the Third Amendment to WB-13 Vacant Land Offer to Purchase between the John Michael Kohler Arts Center and the City of Sheboygan.

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.

*suspend*  
*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

**THIRD AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE**

**THIS THIRD AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE** (“Third Amendment”) is made and entered into as of July \_\_, 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 Third Amendment which are not otherwise defined in this Third 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 (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 Third Amendment (the Original Agreement, as amended by this Third 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 August 29th, 2016 at 5:00 p.m. central time.
2. **Closing.** Section 13 is amended to provide that Closing shall occur on or before August 31, 2016.
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 Third 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. **Third Amendment Controls.** In the event of any inconsistency between the terms of this Third Amendment and the terms of the Original Agreement, the terms of this Third Amendment shall control.
5. **Miscellaneous.** This Third 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 Third Amendment. This Third 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 Third Amendment are for convenience of reference only, and do not define, limit or construe the contents of such sections. This Third 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 Third 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: \_\_\_\_\_

**THIRD AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE**

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first above written.

**SELLER:**

City of Sheboygan

By: Michael J Vandersteen

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 Wolf. August 1, 2016.

A RESOLUTION authorizing the City of Sheboygan to enter into a governmental agreement with the Housing Authority for IT hosting services for the Housing Authority applications.

WHEREAS, a yearly fee of \$8,116 will be billed to the Housing Authority, and

WHEREAS, the yearly agreement will include ten hours of IT support, and

WHEREAS, IT support hours exceeding the ten hour total hours per year included in the agreement will be billed on a time and material basis for the hourly billing rate established by the Finance Department.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into a yearly agreement with the Housing Authority for IT hosting services.

*suspend  
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 COMMON COUNCIL CONSIDERATION**

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**ITEM DESCRIPTION:** Res. \_\_-16-17, A Resolution authorizing the City of Sheboygan to enter into a governmental agreement with the Sheboygan Housing Authority for IT hosting services

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**REPORT PREPARED BY:** David Augustin, Information Technology Director

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**REPORT DATE:** July 27, 2016

**MEETING DATE:** August 1, 2016

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item:	N/A	Wisconsin Statutes:	N/A
Budget Summary:	N/A	Municipal Code:	N/A
Budgeted Expenditure:	N/A		
Budgeted Revenue:	\$8,116		

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**BACKGROUND / ANALYSIS:**

The Housing Authority has approached the City of Sheboygan IT Director to determine the feasibility of hosting the IT applications utilized by the Sheboygan Housing Authority.

An analysis was conducted of the connection between the Housing Authority building (611 North Water Street) and City Hall. A quote was provided by MC&E for the cost of running a fiber connection between the two buildings. The quotation came in at \$15,095 which will be paid entirely by the Housing Authority.

The Housing Authority's IT applications will be hosted on the City servers and infrastructure as there is adequate capacity. Based on the total non-personnel IT costs and percentage of Housing Authority users and computers as they relate to the total user and computer makeup, a yearly service fee of \$8,116 which is to include ten hours of IT support.

Additional hours of support will be billed out on a time and material basis at the normal IT billed rate that is currently \$75 per hour.

**STAFF COMMENTS:**

This is an excellent opportunity to bring revenue into the City and provide a service. The Housing Authority and City work closely together so this would be a win-win opportunity.

The motion to SUSPEND RULES is requested as fiber construction crews are close to completing the installation of fiber and this change order can be accommodated into their schedule.

**ACTION REQUESTED:**

Motion to SUSPEND RULES and approve Res. \_\_-16-17 to enter into an agreement between the City of Sheboygan and the Sheboygan Housing Authority for IT hosting services, effective January 1, 2017

**ATTACHMENTS:**

- I. Letter to Housing Authority
- II. Res\_\_\_\_-16-17 IT-HA Agreement
- III. Cooperation Agreement



July 8, 2016

Housing Authority – City of Sheboygan  
Joseph Rupnik  
611 N. Water Street  
Sheboygan, WI 53081

Mr. Rupnik,

The purpose of this letter is to inform you of the details and costs associated with the City of Sheboygan to host the computer applications for the Housing Authority on the City IT infrastructure.

In order for this solution to work successfully, the connection between the Housing Authority building and Sheboygan City Hall building must be stable and have adequate capacity for performance. It is recommended to install a fiber optic connection between the two buildings. The items required to complete this task are:

- Installation of fiber optic cable - \$15,100 per quote provided by Dan Becker of Multimedia Communications & Engineering, Inc. (MC&E)
- Purchase and Install HP managed network switch - \$750 estimated price from CDW.

It will be the responsibility of the Housing Authority to cover these associated costs for the connection.

The next item are the associated hosting services provided and annual costs that will be charged to the Housing Authority. The services provided in the yearly subscription are:

- Housing Authority server hosted in City Data Center
- Hardware failure protection
- Email services
- Email archive for public records requests
- Housing Authority data backups
- Anti-virus
- 10 hours of IT support

The annual cost for this service is \$8,116. If IT support hours are needed in addition to the provided 10 hours, those hours will be billed at an hourly rate established by the City Finance Department which is currently \$75/hr. This cost will be reviewed on an annual basis and are subject to change.

The next steps to implement this solution is to obtain approved from both of our respective governmental bodies. Once approvals are obtained and an agreement is in place, the process can begin.

If you have any questions or would like to discuss further, please feel free to contact me.

Thank you,

David Augustin  
Director Information Technology  
City of Sheboygan

DEPARTMENT OF  
INFORMATION  
TECHNOLOGY

828 Center Avenue,  
Sheboygan, WI 53081

920-459-3370 (Phone)  
920-459-7302 (Fax)

**COOPERATION AGREEMENT FOR  
INFORMATION TECHNOLOGY HOSTING SERVICES  
BETWEEN THE CITY OF SHEBOYGAN AND THE  
HOUSING AUTHORITY OF THE CITY OF SHEBOYGAN**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** is entered into by and between the City of Sheboygan ("City"), and the Housing Authority of the City of Sheboygan ("Housing Authority"), for information technology (IT) hosting and technical support services.

WHEREAS, the Housing Authority needs a hosting provider for its IT application software and hardware and IT technical support services; and,

WHEREAS, the Housing Authority's primary office at 611 North Water Street will be connected to the City of Sheboygan City Hall network via fiber optic connection at the expense of the Housing Authority; and,

WHEREAS, the City has adequate IT resource capacity to provide hosting services to the Housing Authority; and,

WHEREAS, the City is willing to make certain technical support services of its Information Technology Department ("IT Department") available to the Housing Authority; and,

THEREFORE, the parties agree that, in consideration of the mutual covenants, promises and agreements contained herein, City will provide hosting services and technical support services to the Housing Authority as follows:

1. The City will provide to the Housing Authority IT hosting services connected to the City's City Hall network, including, but not limited to Housing Authority primary software and data files, email, email archiving, backup of Housing Authority information, anti-virus protection, and email anti-spam protection.
2. The City will provide technical support for such hosted software and hardware used by the Housing Authority.
3. The City will provide technical support assistance for hardware and software at the Housing Authority's primary office that is connected to the City's City Hall network including, but not limited to, setup and installation of personal computers and software, troubleshooting of hardware and software issues, and configuration of network hardware and software.
4. All Housing Authority software, hardware, and data shall remain the property of the Housing Authority.

5. For security purposes, the Housing Authority software and data will be kept separate from City software and data. Access to either entity's information by the other may only be granted if both entities agree in writing.
6. The City will provide technical services upon request by the Housing Authority.
7. The Housing Authority is responsible for purchasing its own software licenses and hardware to be used at the Housing Authority's primary office.
8. The Housing Authority is responsible for purchasing its own server licenses and associated software costs for its software hosted on the City's IT infrastructure.
9. The Housing Authority shall pay a yearly maintenance fee on services based on the Housing Authority's percentage of total users and personal computers for all subscribers using the City Hall network as applied to total non-personnel IT costs for the City. Said allocation shall be reviewed annually by the City of Sheboygan. For the period of January 1, 2017 through December 21, 2017, the annual maintenance fee charged to Housing Authority shall be \$8,116.00, representing 1.10% of the total non-personnel IT costs for the City.
10. The annual maintenance fee paid by Housing Authority shall include ten (10) hours of technical support. Additional hours of support will be billed hourly at a rate determined by the City in its sole discretion. The City shall annually review and set the hourly rate. During calendar year 2017 the hourly rate shall be seventy-five dollars (\$75.00) per hour.
11. There shall be no charge for limited telephone assistance.
12. This Agreement shall be in effect from the date of execution hereof until terminated by either party upon thirty (30) days prior written notice to the other addressed to the respective authorized person representing their entity.
13. The City, its officers, officials and employees, do not assume any responsibility for loss of data caused by any of its support services activities. The Housing Authority shall indemnify and hold City, its officers, officials, and employees, harmless from any costs, expenses or liability directly or indirectly arising out of any claim from party based upon services under this Agreement, excluding claims of gross negligence or willful misconduct on the part of City, its officers, officials or employees. Such indemnity shall survive the termination of this agreement.

14. **Excused Performance:** The City, its officials, officers and employees, shall not be liable for and are excused from any failure to deliver or perform as a result of causes beyond its reasonable control or when the needs of City are such that sufficient IT Department personnel are unavailable to perform services for outside entities, it being understood that IT Department personnel's primary responsibility is to the City.

15. **Miscellaneous**

- a. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior or subsequent breach of the same or other provisions hereof.
- b. If any provision of this Agreement, or portion thereof, is invalid or unenforceable in any circumstances, the remainder of this Agreement and the application of such provision in any other circumstance, shall not be affected thereby.
- c. Users of the City's computer network and systems are subject to, and agree to comply with, existing IT Department policies.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SHEBOYGAN

BY:

\_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST:

\_\_\_\_\_  
Susan Richards  
City Clerk

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires \_\_\_\_\_

**IN WITNESS WHEREOF**, the Housing Authority of the City of Sheboygan has caused this instrument to be executed by Joseph Rupnik, Housing Authority this \_\_\_\_ day of \_\_\_\_\_, 2017.

Housing Authority – City of Sheboygan

BY: \_\_\_\_\_

Joseph Rupnik

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires \_\_\_\_\_

This document is authorized by and in accordance with Res. No. \_\_\_\_\_

**III**

Res. No. \_\_\_\_\_ - 16 - 17. By Alderpersons Wolf, Bohren, Belanger, Donohue and Schneider. August 1, 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 appropriation for Information Technology Equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Information Technology Fund Unreserved Fund Balance 707-272000	Information Technology Fund Software 70717100-523122	\$37,334
	IT Equipment 70717100-642200	\$36,751
	Communication Equipment 70717100-642300	\$120,400

*Lies over*

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

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

# III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderpersons Wolf, Bohren, Belanger, Donohue and Schneider. August 1, 2016.

A RESOLUTION authorizing the City of Sheboygan to purchase software and hardware equipment for the Information Technology Department.

WHEREAS, all of the projects were reviewed and approved as part of the 2016 Capital Improvement Projects and funding source was identified as Information Technology Fund, and

WHEREAS, the following purchases were recommended:

MUNIS Tyler Parks & Rec software module from Tyler Technologies at a cost not to exceed \$21,850, and

The first year subscription of email encryption software from Digi Corp, Inc. at a cost not to exceed \$4,000, and

The network auditing software from Newtrix, Inc. at a cost not to exceed \$11,484, and

A network data backup solution from Digi Corp, Inc. at a cost not to exceed \$30,571, and

A router from WiscNet for a new Internet connection at a cost not to exceed \$6,000, and

Telephone expansion for the City phone system from Digi Corp, Inc. at a cost not to exceed \$120,400.

WHEREAS, pricing is obtained from Unitrends, Inc. who works with a preferred reseller in this case is Digi Corp, Inc. so individual quotes are not needed for the network data backup solution, and

WHEREAS, pricing is obtained from ShoreTel, Inc., who works with a preferred reseller in this case is Digi Corp, Inc., so individual quotes are not needed for the telephone expansion for the City phone system, and

WHEREAS, the Information Technology Director has reviewed quotes.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to purchase software and hardware for the Information Technology Department not to exceed a total of \$194,485.

*Lis over*

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Information Technology Fund Software account 70717100-523122; IT Equipment account 70717100-642200 and Communication Equipment account 70717100-642300 in payment of same.

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

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

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



Res. No.          - 16 - 17. By Alderperson Donohue. August 1, 2016.

A RESOLUTION adopting an additional benefit as part the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2016 coverage.

WHEREAS, in prior years, the City offered part-time employees who waive or drop health coverage an opt-out bonus with a maximum yearly benefit of \$600; and

WHEREAS, while the intent was to provide this benefit in 2016 (and the benefit has been paid), Resolution 64-15-16, which set forth medical benefits for the year 2016, did not list this benefit.

NOW THEREFORE BE IT RESOLVED: That effective January 1, 2016, the City shall offer part-time employees who waive or drop health coverage an opt-out bonus with a maximum yearly benefit of \$600. This amount would be paid directly to the employee at \$25 per payroll for the first two payrolls of each month for any month the part-time eligible employee is not on the Medical Benefit Plan.

BE IT FURTHER RESOLVED: That said change shall not supercede the provisions contained within any applicable collective bargaining agreements.

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

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

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



Res. No.     - 16 - 17. By Alderperson Donohue. August 1, 2016.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan effective for calendar year 2017 coverage and establishing the monthly premium equivalent rates effective for January 2017 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan effective for calendar year 2017 are hereby adopted:

A) Effective January 1, 2017, all eligible employees have access to a Qualified High Deductible Health Plan (Plan). The Plan has a \$1500 Single / \$3000 Family Deductible. In this plan, the family deductible must be met by one or more members in the family before co-pays apply, including pharmacy benefits (with the exception of some preventive medications which automatically apply to a co-pay schedule.)

1) The monthly employee premium equivalent rates for permanent, full-time employees who participate in the Health Risk Assessment and Bioscreen shall be:

- \$ 54.80 for single coverage
- \$103.94 for employee plus spouse
- \$ 94.02 for employee plus child/ren
- \$144.34 for family coverage

2) The monthly employee premium equivalent rates for employees who do not participate in the Health Risk Assessment and Bioscreen shall be:

- \$109.60 for single coverage
- \$207.88 for employee plus spouse
- \$188.08 for employee plus child/ren
- \$288.68 for family coverage

3) The monthly employee premium equivalent rates for permanent, part-time employees who work between 20-39 hours per week shall be:

- \$337.18 for single coverage
- \$639.39 for employee plus spouse
- \$578.49 for employee plus child/ren
- \$888.00 for family coverage

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

*Lies over*

and employee plus family. Employee Health Savings Accounts will be funded in January 2017.

- C) A spousal surcharge will continue to apply for employees who cover their spouses on the City's Medical Benefit Plan when that spouse is eligible for insurance through their employer but chooses to remain on the City's insurance. In 2017 the spousal surcharge will be \$100 per month (\$50 per payroll for the first two payrolls each month).
- D) Full-time, eligible employees who opt-out of participating in the City's Medical Benefit Plan shall receive \$100 per each month they elect to opt-out.
- E) Retiree rates applicable for the 2017 calendar year, identifying the premium equivalent rates for those on the plan who are and are not Medicare eligible, shall be set by a future resolution.

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

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

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

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

III

Res. No. \_\_\_\_\_ -- 16 – 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to apply for a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of purchasing street trees as part of the City's program to mitigate the effects of the Emerald Ash Borer.

WHEREAS, the City of Sheboygan is interested in obtaining a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of funding Emerald Ash Borer mitigation projects using funding originating from the U.S. Forest Service Great Lakes Restoration Initiative; and

NOW, THEREFORE, BE IT RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized to apply for said grant is empowered to act on the City's behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the Bay-Lake Regional Planning Commission.
3. Submit interim and/or final reports to the Bay-Lake Regional Planning Commission to satisfy the grant agreement.
4. Submit reimbursement requests and, if applicable, contractor invoices to the Bay-Lake Regional Planning Commission.
5. Sign and submit other required documentation.

BE IT FURTHER RESOLVED: The City of Sheboygan shall budget a sum sufficient to fully and satisfactorily complete the project.

*Be Maria,  
Parks & Forestry  
and  
Pub Wks.*

\_\_\_\_\_

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR MARINA, PARKS AND FORESTRY COMMISSIONER CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution Regarding a Request to Apply to Obtain a Cost-Share Grant to Purchas Street Trees.

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

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**REPORT DATE:** July 28, 2016

**MEETING DATE:** August 01, 2016

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**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

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**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 the spring of this year 2016, 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 Marina, Park & Forestry Commission and Public Works Committee to authorize the Superintendent of Parks and Forestry to apply for a cost-share grant from the Bay-Lake Regional Planning commission for the purpose of purchasing trees to be planted in the road right-of-way in the City of Sheboygan.

**ATTACHMENTS:**

- I. Resolution \_\_\_\_-16-17

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the appropriate City Officials to advertise for a request for proposal for a Park Impact Fee Study for the City of Sheboygan.

WHEREAS: The City of Sheboygan has a newly adopted Comprehensive Outdoor Recreation Plan for 2016-2020 that provides an assessment of park and recreation facilities and needs in the City, and;

WHEREAS: The City of Sheboygan is looking for financial opportunities to aid in addressing these park needs; and;

WHEREAS: The impact fee study will provide recommendation on the feasibility of parks and other impact fees in the City, development of detailed park impact fees, and a five year financial plan for the city of Sheboygan's park funds as well as recommendations for future fee adjustments.

THEREFORE BE IT RESOLVED: That the appropriate City Officials are hereby authorized to advertise for a proposal for the City of Sheboygan Park Impact Fee Study.

*Bd Marina,  
Parks & Forestry  
and  
Pub. Wks.*

\_\_\_\_\_

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR MARINA, PARKS AND FORESTRY COMMISSION CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution regarding a Request for Proposal for a Park Impact Fee Study

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

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**REPORT DATE:** July 27, 2016

**MEETING DATE:** August 01, 2016

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

Wisconsin Statutes: 66.0617  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

The City of Sheboygan has a newly adopted Comprehensive Outdoor Recreation Plan for years 2016 – 2020 that provides an assessment of park and recreation facilities and needs in the city. In an effort to financially address these needs by minimizing the use of the property taxes, the Public Works Department would like to seek request for proposals for a Park Impact Fee Study.

**STAFF COMMENTS:**

The impact fee study will provide recommendations on the feasibility of parks and other impact fees in the City, development of detailed park impact fees, and a five year financial plan for the city of Sheboygan's park funds as well as recommendations for the future fee adjustments.

**ACTION REQUESTED:**

Motion to recommend the Common Council refer to the Marina, Park and Forestry Commission and Public Works Committee to authorize the Public Works Director to advertise for Request for Proposals for a Park Impact Fee Study for the City of Sheboygan.

**ATTACHMENTS:**

- I. Resolution \_\_\_\_-16-17
- II. Proposal for a Park Impact Fee Study

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION directing the Purchasing Agent to prepare a Request for Proposal for an Operational and Departmental Structure Study of the Sheboygan Fire Department.

WHEREAS, the International Association of Fire Fighters has submitted a Geographic Information System Emergency Services Response Capabilities Analysis to the Common Council; and,

WHEREAS, the Common Council has expressed an interest in an analysis of the Fire Department's operations; and

WHEREAS, the Fire Chief has suggested the following items to be included in the fire service study:

- An analysis of fire station locations, staffing, conditions and capabilities;
- A recommendation regarding the optimal number of fire stations, pieces of apparatus, and personnel while maximizing efficiency and effectiveness and eliminating duplication of services;
- An analysis of assigned response areas for each station;
- An analysis of the number, distribution, and location of three years of historical incidents by type and severity for each station, identifying changes and trends in response history;
- A risk analysis for each station by historical incident type and severity; and
- An analysis of the fire apparatus and resource configuration needed to meet both current and future projected needs.

WHEREAS, the study should include the following additional items:

- An analysis of the financial viability of the ambulance service, including the cost and accounting for this service;
- An analysis of the training and certification of Firefighters and EMS personnel as it relates to the community's historical risks and national, state and local requirements;
- An analysis of the current organization, staffing, and management functions and their effectiveness;
- Recommendations for optimal alternatives to control costs while maintaining high quality services that meet community expectations;
- An exploration of opportunities for additional funding; and
- Identification of opportunities for enhanced collaborative efforts, shared services, or contracted services.

PP & S

**NOW, THEREFORE, BE IT RESOLVED:** That the Purchasing Agent is directed to prepare a Request for Proposal for an Operational and Departmental Structure Study of the Sheboygan Fire Department to include each of the above-listed items and to obtain proposals for the city to consider.

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

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

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

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated July 27, 2016), I.D. 4630-05-00/71 for design and construction for the STH 42 Calumet Drive Reconstruction from Main Ave. to N. 26<sup>th</sup> St. scheduled for 2016 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the STH 42 Calumet Drive Reconstruction from Main Avenue to N. 26<sup>th</sup> St. for the proposed sum of \$4,424,879 of which the Federal/State share is \$3,775,717 and of which the City of Sheboygan's share is \$649,162.

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

*Pub Wks.*

\_\_\_\_\_

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Calumet Drive (Main Ave to N. 26thSt.) Reconstruction WI DOT Project  
4630-05-00/71/72

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**REPORT PREPARED BY:** Ryan Sazama

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**REPORT DATE:** 8/01/2016

**MEETING DATE:** 8/9/2016

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**FISCAL SUMMARY:**

Budget Line Item: 2017 Capital  
Improvements  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

This project is to be constructed in 2017 with construction starting in the Spring of 2017 and to be completed in the Fall of 2017. This project is sponsored by the Wisconsin DOT as part of their connecting highway system. The reconstruction of Calumet Drive starts at Main Avenue and terminates at N. 26<sup>th</sup> Street.

**STAFF COMMENTS:**

Staff has reviewed the revised SMA (State Municipal Agreement) and approves the agreement.

**ACTION REQUESTED:**

**Approve**

**ATTACHMENTS:**

Res -16-17

Revised State Municipal Agreement Dated July 27<sup>th</sup>, 2016.

# STATE / MUNICIPAL AGREEMENT

## FOR A HIGHWAY IMPROVEMENT PROJECT REVISION 2

Revises Revision 1 Dated September 27, 2013

DATE:	July 27, 2016				
I.D.:	4630-05-00 / 71 / 72				
HIGHWAY:	STH 42	LENGTH:	0.433		
LIMITS:	Calumet Drive, Main Ave. – 26 <sup>th</sup> Street				
COUNTY:	Sheboygan				
	<u>FILE: 11-14</u>				

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

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

The term "DOT" refers to both the Wisconsin and/or Federal Highway Administration Departments of Transportation.

### NEEDS AND ESTIMATE SUMMARY:

**Existing Facility (describe and give reason for request):** The existing facility is an urban 4-lane non-divided section with curb & gutter and sidewalk. Turn lanes are provided at various intersections. The pcc pavement is at its service life and has not been overlaid, resulting in a poor ride. The existing storm sewer is undersized. The existing sanitary and water utilities are near their service life and are in need of repair or replacement at various locations. The existing roadway has no on-street accommodations for bicyclists.

**Proposed Improvement (nature of work):** Reconstruct the existing urban cross-section, replace or repair water and sanitary system at various locations, replace storm system, provide on-street bicycle accommodations, and provide new lighting system.

**Describe non-participating work included in the project contract:** New lighting system (50%), sanitary and water replacements and repairs (100%), sealing concrete pavement joints (100%), excavation, hauling, and disposal of petroleum-contaminated soil and management of petroleum-contaminated groundwater (100%), televising sanitary and storm sewers (100%), pavement design upgrade (100%), any local side street work not necessary as part of STH 42 work (100%).

**Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality:** Removal and re-installation of street names signs and community-specific signs.

PHASE	ESTIMATED COST (in fiscal 2017 dollars)				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
<b>Preliminary Engineering, 1:</b>					
Plan Development, 1a	357,736	268,302	75	89,434	25
Sanitary/Water Design, 1b	TBD	0	0	TBD	100
<b>Real Estate Acquisition 2:</b>					
Parcel Fee & Easement Costs, 2a	300,000	300,000	100	0	0
City Acquisition Costs, 2b	50,000	50,000	100	0	0
<b>Construction ID 4630-05-71, 3:</b>					
Roadway Items (Cat 0010, Priorities 1 and 3), 3a	2,711,111	2,711,111	100	0	0
Pavement Selection (Cat 0010, Priority 2), 3b	54,000	0	0	54,000	100
New Lighting (Cat 0020), 3c	216,020	108,010	50	108,010	50
<b>Construction ID 4630-05-72 (Cat 0010), 4:</b>					
Sanitary Sewer & Water Utilities, 4a	279,326	0	0	279,326	100

Sealing Concrete Pavement Joints, 4b	23,737	0	0	23,737	100
Hazardous Material Clean-up, 4c	25,000	0	0	25,000	100
Televising Sanitary & Storm Sewers, 4d	9,684	0	0	9,684	100
<b>Construction Subtotal Without Engineering</b>	<b>3,318,878</b>	<b>2,819,121</b>	<b>-</b>	<b>499,757</b>	<b>-</b>
<b>Construction Engineering @ 12%, 5:</b>	<b>398,265</b>	<b>338,294</b>	<b>-</b>	<b>59,971</b>	<b>-</b>
<b>TOTAL COST DISTRIBUTION:</b>	<b>4,424,879</b>	<b>3,775,717</b>	<b>-</b>	<b>649,162</b>	<b>-</b>

Dollar amounts shown in the table above are in terms of fiscal 2017.

Costs noted in the table above do not include the Municipality's effort to design the sanitary and water items, nor inspect items under project ID 4560-05-72.

1) The amounts shown for preliminary engineering are theoretical estimates only. The Municipality and State will ultimately be responsible for actual costs incurred. a - The Municipality is responsible for 25% participation in preliminary (design) engineering costs for overall plan development and design done by WisDOT staff or their hired consultants. This is a theoretical amount based on 12% of the estimated construction cost of items designed by WisDOT staff or their hired consultants. b - The Municipality is responsible for 100% of the preliminary (design) engineering costs for sanitary sewer and water utility design. This engineering effort will be provided entirely by the Municipality or their hired consultants. An estimated amount is not shown for this effort as it is to be determined by the Municipality.

2) The amount shown for real estate is an estimate based on the latest data. a - All real estate costs are eligible for Federal/State funding. The Federal/State will participate if real estate costs are prudent and financially feasible. The dollar amounts shown are estimates only. b - The Municipality must acquire real estate in their name. The cost for the Municipality to acquire fee parcels is cost eligible.

3) Project 4630-05-71 construction costs shown are an estimate based on historical bid item prices of similar projects. The current total estimate, by item, for project ID 4630-05-71 is attached. The Project Agreement and associated costs will be revised again after winning bid amounts are received. a - Roadway items under category 0010, priorities 1 and 3, are normal participating items that will be funded entirely by DOT. b - The "present worth" Life Cycle Analysis has identified the "total facility cost" for various pavement design alternatives. Based on this analysis, the State recommends the pavement type alternative consisting of 7.5" concrete. The Municipality has chosen a more costly pavement design alternative consisting of 9" concrete. The Municipality understands that they are responsible for funding 100% of the difference in present worth of the total facility cost between the recommended pavement design alternative and the chosen alternative. See attached pavement design alternative descriptions and life cycle cost analysis info from the pavement design report. c - New lighting is defined as a continuous system where one has not existed. The 50/50 split is for a standard lighting system. Since the State does not consider the existing lighting along this section of Calumet Drive as continuous system, and since the State has confirmed that the cost of the City's proposed lighting equipment is comparable to the State's standard lighting equipment, the lighting cost is, indeed, eligible for 50% DOT participation.

4) Costs under project 4630-05-72 represent costs for items that are to be 100% funded by the Municipality. The costs shown are an estimate based on historical bid item prices of similar projects. The current total estimate, by item, for project ID 4630-05-72 is attached. The Project Agreement and associated costs will be revised again after winning bid amounts are received. a - The Municipality shall entirely fund all construction costs for sanitary sewer and water utility items. b - The Municipality has chosen to have the concrete joints in the proposed new pavement sealed, which they shall entirely fund. c - Excavation, hauling, and disposal of petroleum-contaminated soil and management of petroleum-contaminated groundwater is to be entirely funded

by the Municipality. d – The Municipality has chosen to have the proposed new storm sewer and sanitary sewer televised, which they shall entirely fund.

5) Construction engineering is an estimate based on 12% of the item construction costs. Even though the items under project ID 4560-05-72 are to be inspected by the Municipality, this same engineering percentage was assumed for this ID as State staff will still need to document inspection, item quantities, and pay estimates in the DOT's accounting system.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of \_\_\_\_\_  
Municipality

\_\_\_\_\_  
Name Title Date

State of Wisconsin Department of Transportation Approval

\_\_\_\_\_  
Name Title Date

**III**

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated March 16, 2016), I.D. 4996-01-53/54 for design and construction for the Sidewalk Gap Improvements.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Sidewalk Gap Improvements of which the Federal share is \$1,349,364 and of which the City of Sheboygan's share is \$9,313.

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

*Pub. Wks.*

\_\_\_\_\_

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Sidewalk Gap Improvements (various locations throughout the City of Sheboygan) WI DOT Project 4996-01-53/54

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**REPORT PREPARED BY:** Ryan Sazama

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**REPORT DATE:** 8/01/2016

**MEETING DATE:** 8/9/2016

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**FISCAL SUMMARY:**

Budgeted Revenue: Federal Funding  
\$1,349,364

Budget Line Item: Acct. No.  
47733140-631200  
Budget Summary: Federal Funding  
\$1,349,364 – City  
Funding \$9,313.00  
Budgeted Expenditure: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

Various sidewalks in 2016 were constructed throughout the City of Sheboygan as part of the Federally Funded Non-Motorized Program sponsored by Sheboygan County. These sidewalks were constructed in areas where there were high pedestrian traffic but no sidewalks to serve these areas. The project is now completed.

**STAFF COMMENTS:**

Staff has reviewed the revised SMA (State Municipal Agreement) and approves the agreement.

**ACTION REQUESTED:**

**Approve**

**ATTACHMENTS:**

Res -16-17

Revised State Municipal Agreement Dated March 22, 2016.



**3<sup>RD</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE-LET  
NON-MOTORIZED  
TRANSPORTATION PILOT  
PROGRAM (NMTTP)**

*This agreement supersedes the agreement signed by the Project Sponsor on December 4, 2014 and signed by DOT on December 15, 2014.*

**Program Name: NMTTP**

**Sub-program #: 290**

Revised Date: MARCH 22, 2016

Date: JULY 10, 2008

I.D.: 4996-01-53/54

Project Title: SIDEWALK GAP IMPROVEMENT,  
CITY OF SHEBOYGAN

Location/Limits: VARIOUS

Project Length: N/A

Project Sponsor: CITY OF SHEBOYGAN

County: SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

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

**NEEDS AND ESTIMATE SUMMARY:**

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

**Existing Facility –** The City of Sheboygan has a connective grid system of sidewalks throughout the community. However, in some areas of the City the grid system's connectivity is disrupted due to significant gaps.

**Proposed Project - Nature of work:** The proposed improvement is to construct sidewalks to fill the critical gaps that have been identified in the City's grid system.

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

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 4996-01-53</b>					
Design	\$229,374	\$229,374	100%	\$0	0%
Management Consultant Review	\$25,594	\$25,594	100%	\$0	0%
State Review	\$5,677	\$5,677	100%	\$0	0%
<b>Total Design Cost:</b>	<b>\$260,645</b>	<b>\$260,645*</b>	<b>MAX</b>	<b>\$0</b>	<b>BAL</b>
<b>ID 4996-22-71</b>					
Participating Construction	\$901,687	\$901,687	100%	\$0	0%
Non-Participating Construction	\$9,313	\$0	0%	\$9,313	100%
Construction Management	\$161,177	\$161,177	100%	\$0	0%
Management Consultant Review	\$22,390	\$22,390	100%	\$0	0%
State Review	\$3,465	\$3,465	100%	\$0	0%
<b>Total Construction Cost</b>	<b>\$1,098,032</b>	<b>\$1,088,719*</b>	<b>MAX</b>	<b>\$9,313</b>	<b>BAL</b>
<b>Total Est. Cost Distribution</b>	<b>\$1,358,677</b>	<b>\$1,349,364*</b>		<b>\$9,313</b>	

\*The project has a federal funding maximum of \$1,349,364. This maximum is cumulative for all federally-funded project phases.

The project which is the subject of this State/Municipal Agreement is being financed through grant money awarded to Sheboygan County, Wisconsin, under the Nonmotorized transportation pilot program established under Sec.1807 of P.L. 109-59, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)".

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

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964, which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal Statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.

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

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.
9. Work to be performed by the Project Sponsor without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
10. The Project Sponsor is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Project Sponsor will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Project Sponsor's foregoing agreements to pay the State, the Project Sponsor, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Project Sponsor.
13. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
14. The Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
15. It is further agreed by the Project Sponsor that:
  - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
  - b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

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

#### **LEGAL RELATIONSHIPS:**

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

#### **PROJECT FUNDING CONDITIONS**

- 21. The Project Sponsor agrees to the following project funding conditions:
  - a. ID 4996-01-53: Design is funded with 100% federal funding up to a maximum of \$260,645, when the Project Sponsor agrees to provide any funds in excess of the \$260,645 federal funding maximum. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and

processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.

b. ID 4996-01-54: Construction:

- i. Costs for trail construction are funded with 100% federal funding up to a maximum of \$1,088,719, when the Project Sponsor agrees to provide any funds in excess of the \$1,088,719 federal funding maximum.
  - ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.
  - iii. Costs for non-participating items are funded 100% by the municipality.
- c. The maximum participation of federal funding will be limited to 100% of the actual eligible project cost or the total cost distribution of funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$1,349,364 is cumulative for all federal funded project phases.

[End of Document]

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. August 1, 2016.

Your Committee to whom was referred R. O. No. 56-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that Beverage Operator's License application #1018 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

*reg*

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

Committee

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

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

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



1000 Kraus, Terrance J.(Club)	119 S. 11 <sup>th</sup> St., #204, Oostburg
1443 Kuether, Devon J.	2402C Calumet Dr.
1038 Landwehr, Amanda L.	3427 Lakeshore Rd., #1H
1012 Mallmann, Kathy E.	1541 John Ct.
1039 McGoldrick, Carrie J.	1629A N. 3 <sup>rd</sup> St.
1010 McLean, Gilbert G.	2330 Calumet Dr.
8019 Nack, Nicole M.	1528 Main Ave.
1440 Perl, Caitlin A.	2715 County Rd. PP, Plymouth
1025 Reinl, Nicholas C.(Club)	5740 Sherwood Dr.
5819 Schroeder, Marcia J.	1709 N. 28 <sup>th</sup> St.
1018 Schulze, Kevin W.	4444 Lavalley Ln.
6350 Steinberg, Scott L.	724 Broughton Dr.
9692 Tyrrell, Erin K.	3705 Deervalley Dr.
1019 Ullman, Michelle L.	3308 Geele Ave.
1002 Van Maaren, Rosanna C.	1132 S. 10 <sup>th</sup> St.
1452 Willman, Deleah M.	809 N. 29 <sup>th</sup> St.
1035 Zalewski, John G.	5009 Grey Fox Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6743	Apel, Jay R.	1601 N. 8 <sup>th</sup> St., #C
5190	Beck, Kevin M.	531 S. 8 <sup>th</sup> St., #201
7363	Beckmann, Mark H.	14305 Woodside LN., Kiel
0504	Bogenschuetz, David J.	344 Beth Circle, Plymouth
8962	Brauer, Jean M.	2328 Sunflower Ave.
7169	Dodge, Brianna L.	2413 N. 7 <sup>th</sup> St.
5291	Gatford, Barb ie R.	2802 S. 18 <sup>th</sup> St.
8201	Hemenway, Kenneth R.	1408 N. 28 <sup>th</sup> St.
0611	Johnsen, Tanya L.	1422 Lenz Ct.
3614	Koerner, Joseph A.	837 Leland Ave.
6614	Koerner, Mystie C.	1006 N. 17 <sup>th</sup> St.
9393	Kohlhagen, Justin J.	N4296 County Rd., I, Sheb. Falls
5716	Kraus, Justine M.	1322 S. 7 <sup>th</sup> St.
6801	Love, Christie M.	1708A N. 4 <sup>th</sup> St.
2709	McKenzie, Daniel J.	7093 Hwy 67, Plymouth
2045	Roe, Wendy C.	2032 Tivoli Ln.
9548	Schaeve, V. Michael	2305 S. 11 <sup>th</sup> St.
6444	Schmidtke, James B.	N6137 Center Ave., Sheb. Falls
2136	Severance, Harold W.(Club)	2503 N. 26 <sup>th</sup> St.
9913	Steinberg, Rebecca M.	1811 N. 3 <sup>rd</sup> St.
8315	Stewart, Brittany E.	1624 Superior Ave.
8901	Strahl, Robin K.	533 Washington St., Sheb. Falls
0539	Williams, Miranda L.	1325 S. 11 <sup>th</sup> St.

**VIII**

R. C. No.        - 16 - 17. By FINANCE. August 1, 2016.

Your Committee to whom was referred Res. No. 57-16-17 by Alderperson Wolf awarding the Sale of \$2,740,000 General Obligation Refunding Bonds, Series 2016C; recommends that the Resolution be passed.

*Reg.*

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

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

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

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

III

5.3

Res. No. 57 - 16 - 17. By Alderperson Wolf. July 18, 2016.

A RESOLUTION AWARDING THE SALE OF \$2,740,000\* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016C.

WHEREAS, pursuant to a resolution adopted on June 20, 2016 (the "Set Sale Resolution") the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for the public purpose of refunding obligations of the City, to wit: the callable maturities of the General Obligation Refunding Bonds, Series 2006C, dated July 1, 2006 and General Obligation Refunding Bonds, Series 2010C, dated November 9, 2010 (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell general obligation refunding bonds designated "General Obligation Refunding Bonds, Series 2016C" (the "Bonds") to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on August 1, 2016;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on August 1, 2016;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

\* Preliminary, subject to change.

*Finance approve*

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the sum of TWO MILLION SEVEN HUNDRED FORTY THOUSAND DOLLARS (\$2,740,000)\*.

Section 1C. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal (as modified on the Bid Tabulation) is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

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\* Preliminary, subject to change.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2016C"; shall be issued in the aggregate principal amount of \$2,740,000; shall be dated August 25, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and the obligations refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2021 for the payments due in the years 2017 through 2022 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the

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\* Preliminary, subject to change.

issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2016C, dated August 25, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in

other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be

"private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until

the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services

provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

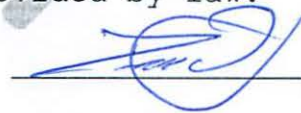
Section 18. Redemption of the Refunded Obligations. The Refunded Obligations due on and after October 1, 2017 are hereby called for prior payment and redemption on October 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WFPF to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits F and G and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.



(SEAL)

**I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 1st day of August, 2016.**

Dated August \_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved August \_\_\_\_, 2016. \_\_\_\_\_, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
October 1, \_\_\_\_\_ August 25, 2016 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,740,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on June 20, 2016 and August 1, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in

exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Susan Richards  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

\_\_\_\_\_  
(e.g. Bank, Trust Company  
Nominee Name)  
or Securities Firm)

\_\_\_\_\_  
(Depository or

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL\*

Regarding

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006C  
DATED JULY 1, 2006

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2017	\$350,000	4.00%	8210223U2
10/01/2018	375,000	4.00	8210223V0
10/01/2019	400,000	4.00	8210223W8
10/01/2020	400,000	4.00	8210223X6
10/01/2021	400,000	4.05	8210223Y4
10/01/2022	400,000	4.10	8210223Z1

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2016.

Said Bonds will cease to bear interest on October 1, 2016.

By Order of the  
Common Council  
City of Sheboygan  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). Notice shall also be provided to MBIA Insurance Corporation, or any successor, the bond insurer of the Bonds.

EXHIBIT G

NOTICE OF FULL CALL\*

Regarding

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010C  
DATED NOVEMBER 9, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2017	\$125,000	2.00%	82102RAG0
10/01/2018	145,000	2.20	82102RAH8
10/01/2019	145,000	2.40	82102RAJ4

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2016.

Said Bonds will cease to bear interest on October 1, 2016.

By Order of the  
Common Council  
City of Sheboygan  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. August 1, 2016.

Your Committee to whom was referred Res. No. 58-16-17 by Alderpersons Belanger and Bohren creating a funding mechanism for future City-wide revaluations; recommends that the Resolution be placed on file.

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

5.4

Res. No. 58- 16 - 17. By Alderpersons Belanger and Bohren. July 18, 2016.

A RESOLUTION creating a funding mechanism for future City-wide revaluations.

WHEREAS, the Assessor's Office has been eliminated and outsourced; and

WHEREAS, the annual savings directly attributable to the elimination and outsourcing of the Assessor's Office is approximately \$180,000.00; and

WHEREAS, the City of Sheboygan must still plan for and pay for City-wide revaluation when deemed necessary per State Statute; and

WHEREAS, the estimated cost for City-wide revaluation is \$260,000.00 per occurrence.

NOW, THEREFORE, BE IT RESOLVED: That effective immediately \$60,000.00 of the estimated \$180,000.00 in savings will be set aside annually in a designated account for the sole purpose of funding future revaluations. This is to commence with the 2016 budget.

*Finance  
File*

*John Belanger*  
\_\_\_\_\_  
*James A Bohren*  
\_\_\_\_\_

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

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

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

VIII

R. C. No.           - 16 - 17          . By FINANCE. August 1, 2016.

Your Committee to whom was referred Res. No. 59-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2016 Budget (establishing appropriation for Building Inspection part-time salaries and benefits); recommends that the Resolution be passed.

*reg.*

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

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

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

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

III

5.5

Res. No. 59 - 16 - 17. By Alderperson Wolf. July 18, 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 appropriation for Building Inspection part time salaries and benefits:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Assessor Salaries and benefits 10116100-510xxx	General Fund Building Inspection Salaries and benefits 10123100-510xxx	\$7,126

*Finance  
approve*

  
\_\_\_\_\_

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

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

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

**VIII**

R. C. No.          - 16 - 17. By LAW AND LICENSING. August 1, 2016.

Your Committee to whom was referred Res. No. 60-16-17 by Alderperson Lessard establishing an updated bond schedule; recommends that the Resolution be passed.

*reg*

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

Committee

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

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

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

III

5.6

Res. No. 60 - 16 - 17. By Alderperson Lessard. July 18, 2016.

A RESOLUTION establishing an updated bond schedule.

WHEREAS, Section 1-13(h) of the Municipal Code provides for the establishment and update of a bond schedule; and

WHEREAS, the current bond schedule is out of date and needs to be updated.

NOW, THEREFORE, BE IT RESOLVED: That the attached bond schedule is hereby adopted pursuant to Section 1-13(h), Sheboygan Municipal Code, replacing all prior bond schedules.

*Law & Lic.  
approve.*

*Susan G. Lessard*

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

## BOND SCHEDULE

### For Use in the Municipal Court

*(For violations that are ongoing, the deposit amount is per day)*

*(Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, & restitution not accounted for in the bond schedule)  
(Costs are not added for children 14 years of age and under)*

<u>Section Number</u>	<u>Violation</u>	<u>Current deposit &amp; total w/ costs</u>	
1-27 <i>(939.05(1), Stats.)</i>	Party to the Violation	<i>No additional amount</i>	
6-2	Destroying Lawful Posters (50-500)	\$75	\$155.50
6-33	Improperly Distribute Handbills (50-500)	\$75	\$155.50
6-34	Distribute Handbills Where Prohibited (50-500)	\$75	\$155.50
10-2	Open Container		
	Adult (100-500)	\$150	\$250.00
	Under 18 (0-25)	<i>use Underage Possession</i>	
10-3(a) <i>(125.09(2), Stats.)</i>	Possess Alcohol on School Grounds		
	Adult (0-200)	\$100	\$187.00
	Age 17-20—1 <sup>st</sup> offense	\$100	\$187.00
	Age 17-20—2 <sup>nd</sup> offense	\$200	\$313.00
	Under 17	<i>use Underage Possession</i>	
10-4	Peddling Alcohol Door to Door (50-500)	\$75	\$155.50
10-5	Licensee Giving Free Meals (50-100)	\$75	\$155.50
10-6	Restaurateur Giving Free Alcohol (50-100)	\$75	\$155.50
10-9	Sell, Give to/Procure for Intoxicated (250-500)	\$350	\$502.00
10-32	Health Regulations Violations (50-500)	\$75	\$155.50
10-44	Music License Restrictions (50-500)	\$75	\$155.50
10-45	Nude or Nearly Nude Dancing (50-500)	\$75	\$155.50
10-64	Violate Closing Hours, Beer Hall Only (50-500)	\$100	\$187.00
10-69	Beverages not Authorized for Sale on Premises (50-500)	\$75	\$155.50
10-109(a)	Sell Without License/Permit (250-1000)	\$350	\$502.00
10-110	No Licensed Bartender On Premises (250-1000)	\$250	\$376.00
10-112	Violate Closing Hours (50-500)	\$100	\$187.00
10-176(a)	Person Sell/Give to Underage		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00
	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00
	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-176(b)	Permittee/Licensee Sell/Give to Underage		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00
	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00
	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-176(c)	Permit/Fail to Prevent Underage Consumption		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00
	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00
	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-176(d)	Encourage/Contribute to Underage Alc. Violation		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00
	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00

	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-177(e)(3) (125.07(4)(a)(3), Stats.)	Underage on Premises (Issued to Underage)		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
	4 <sup>th</sup> Offense within a year (750-1000)	\$1000	\$1321.00
10-177(a)	Permittee/Licensee Permitting/Allowing Minor on Premises (0-500)	\$100	\$187.00
10-177(e)(1) (125.07(4)(a), Stats.)	Underage Procure/Attempt to Procure		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
	4 <sup>th</sup> Offense within a year (750-1000)	\$750	\$1006.00
10-177(e)(2)	Underage Possession/Consumption on Premises		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
10-177(e)(3)	Underage on Premises (see 10-177(d))		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
10-177(e)(4)	Misrepresent Age to Obtain Alcohol		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
10-177(g) (125.07(4)(b), Stats.)	Underage Possession/Consumption		
	1 <sup>st</sup> Offense within a year (100-200)	\$100	\$187.00
	2 <sup>nd</sup> Offense within a year (200-300)	\$200	\$313.00
	3 <sup>rd</sup> Offense within a year (300-500)	\$300	\$439.00
	4 <sup>th</sup> Offense within a year (500-1000)	\$500	\$691.00
10-177(m) (125.07(4)(b), Stats.)	Underage Possession/Consumption (under 17)		
	1 <sup>st</sup> Offense within a year (0-50)	\$30	\$98.80
	2 <sup>nd</sup> Offense within a year (0-100)	\$60	\$136.60
	3 <sup>rd</sup> Offense within a year (0-500)	\$100	\$187.00
10-178(c)(1) (125.085(3)(b), Stats.)	Possess False ID (300-1250)	\$300	\$439.00
	18 or over	\$300	\$439.00
10-178(c)(3)(b) (125.085(3)(b), Stats.)	Make, alter, duplicate False ID (300-1250)	\$400	\$565.00
10-178(c)(1) (125.085(3)(b), Stats.)	Provide False Info to Obtain ID (300-1250)		
	18 or over	\$400	\$565.00
10-178(c)(1) (125.085(3)(b), Stats.)	Other False Documentation (300-1250)	\$400	\$565.00
125.33(9), Stats.	Campus/Retailer Fail to Purchase Beer from Wholesaler(50-500)	\$150	\$250.00
125.69(6), Stats.	Tavern Fail to Purchase Liquor from Wholesaler (50-500)	\$150	\$250.00
	All Violations in Chapter 10 Not Listed Above (50-500)	\$100	\$187.00
14-51	Pool Table/Bowling Alley w/o License (1-25)	\$25	\$92.50
14-92	Unsanitary Dancehall (1-25)	\$25	\$92.50
14-93	Improper Conduct in Dancehall (1-25)	\$25	\$92.50

14-94	Minor at Public Dancehall after 10 pm (50-500)	\$25	\$92.50
14-95	Dancehall Closing Regulations (1-25)	\$25	\$92.50
14-121	Operating Dance Hall w/o License (1-25)	\$25	\$92.50
14-226	Operating Theater w/o a License (50-500)	\$100	\$187.00
14-263	Violate Terms of Non-Alcoholic Dance Club License (50-1000)	\$100	\$187.00
14-263(c)	Permit Under 18 at Non-Alcoholic Club After Curfew (50-1000)	\$100	\$187.00
14-263(d)	Violate Closing Hours at Non-Alcoholic Dance Club (50-1000)	\$100	\$187.00
14-263(d)	Fail to Announce Curfew at Non-Alcoholic Dance Club (50-1000)	\$100	\$187.00
14-263(f)	Possess/Consume/Sell Alcohol at Non-Alcoholic Dance Club (50-1000)	\$100	\$187.00
14-286	Operate Dance Club Without License (50-1000)	\$100	\$187.00
14-301	Amusement Device Without License (50-500)	\$50	\$124.00
All Violations in Chapter 14 Not Listed Above (50-500)		\$50	\$124.00
18-1	Violate Animal Statutes in ch. 951, Stats.	\$250	\$376.00
18-4	Animal At Large within 5 years(100-250)		
	1 <sup>st</sup> offense within 5 years (100-250)	\$150	\$250.00
	2 <sup>nd</sup> offense within 5 years (250-1000)	\$300	\$439.00
	3 <sup>rd</sup> offense within 5 years (500-2500)	\$500	\$691.00
18-6	Injure Birds (50-100)	\$100	\$187.00
18-7	Selling Colored Animals (25-100)	\$50	\$124.00
18-8	Keeping Cattle (25-100)	\$50	\$124.00
18-9	Animal Feces (25-100)	\$50	\$124.00
18-10	Pet Sanitation Offensive Odor (25-100)	\$50	\$124.00
18-11	Fail to Obtain Rabies Vaccination (50-100)	\$100	\$187.00
18-12	Pets w/o Harness or Collar (25-100)	\$50	\$124.00
18-14	Keeping of Fowl (25-100)	\$50	\$124.00
18-15(d)	Pet in Park/Beach/Public Ground (25-100)	\$50	\$124.00
18-15(e)	Feces in Park (125)	\$125	\$218.50
18-16	Feeding Seagulls in Commercial District (25-100)	\$50	\$124.00
18-46	Unrestrained Animal (25-100)	\$50	\$124.00
18-47(b)	Harbor/Keep/Maintain/Permit Vicious Dog (25-100)	\$100	\$187.00
18-47(c)	Bringing In a Dog Previously Deemed Vicious (350-1000)	\$400	\$565.00
18-47(d)	Sell/Give Away/Transfer Ownership of Dangerous or Vicious Dog w/o Advising Police (350-1000)	\$400	\$565.00
18-47(e)	Failure to Notify Police of Dangerous/Vicious Dog Escaping (100-500)	\$200	\$313.00
18-47(f)	Dangerous Dog Owner Requirements (100-500)	\$200	\$313.00
18-47(g)	Restraint/Confinement of Dangerous Dogs (100-500)	\$200	\$313.00
18-48	Dog/Cat Trespass to Private Property (25-100)	\$50	\$124.00
18-49	Harbor Animal Without License (25-100)	\$50	\$124.00
18-57	Operating w/o Animal Fancier's Permit (25-100)	\$50	\$124.00
951.02, Stats.	Mistreatment of Animals (50-500)	\$250	\$376.00

951.13, Stats.	Fail to Provide Food/Water to Animal (50-500)	\$250	\$376.00
951.15, Stats.	Neglect/Abandon Animal (50-500)	\$250	\$376.00
	All Violations in Chapter 18 Not Listed Above (25-100)	\$50	\$124.00
	All Violations in Chapter 22, Aviation Code (1-100)	\$50	\$124.00
26-37	Violation of Building Code (150-750)	\$500	\$691.00
26-37	Violation of Building Code- Sanitation (IPMC 302.1)	\$150	\$250.00
26-40	Demolition of Building w/o Permit (150-750)	\$500	\$691.00
26-42(a)	Use of Building w/o Occupancy Permit (150-750)	\$500	\$691.00
26-42(i)	Violations Remaining After Conditional Occupancy Permit Issued (25)	\$100	\$187.00
26-46	Failure to Register Vacant Buildings (150-750)	\$500	\$691.00
26-93	Using Contractor's License of Another/ Using Forged license/Giving False Evidence to Board of Examiners/Falsely Impersonating Another (150-750)	\$500	\$691.00
26-146	Failure to Have a Contractor's/Carpenter License (150-750)	\$500	\$691.00
26-196 thru 26-360	Electrical Code Violation (50-750)	\$500	\$691.00
26-391	Fence Requirements (150-750)	\$500	\$691.00
26-436 thru 26-584	Heating & Ventilation Code Violation (150-750)	\$500	\$691.00
26-616 thru 26-620	Drainage Violations (150-750)	\$500	\$691.00
26-651 thru 26-872 <sup>†</sup>	Housing Maintenance Standards (150-750) (ex. those listed below)	\$500	\$691.00
26-651(c)	Re-let Dwelling Before Correcting Violations (1000)	\$1000	\$1321.00
26-651(e)	Maintaining/Use/Occupy Commercial Building with Boarded Windows/Doors (150-750)	\$500	\$691.00
26-653	Property Exteriors (150-750)	\$500	\$691.00
26-677(c)	Remove/Deface Placard (1000)	\$1000	\$1321.00
26-786	Rooming Houses (150-750)	\$500	\$691.00
26-906 thru 26-1001	Plumbing Code Violation (150-750)	\$500	\$691.00
26-1002 thru 26-1011	Storm-, Surface-, Ground-, and Clearwater Discharge Violations		
	1 <sup>st</sup> offense (200-750)	\$250	\$376.00
	2 <sup>nd</sup> offense (500-1000)	\$500	\$691.00
	3 <sup>rd</sup> offense (500-1000)	\$1000	\$1321.00
26-1026 thru 26-1036	Swimming Pool/Whirlpool/Spa (150-750)	\$500	\$691.00
	All Violations in Chapter 26 Not Listed Above (150-750)	\$500	\$691.00
30-31 thru 30-36	Alarm Systems (50-500)	\$100	\$187.00
30-96 thru 30-129	Massage Parlor Regulations (50-200)	\$100	\$187.00
30-161	Sale of Drug Paraphernalia (250-1000)	\$250	\$376.00
30-162	Sale/Gift of Drug Paraphernalia to a Minor (adoption of state statute see bond above)		
34-32 thru 34-63	Cemetery Violations (50-500)	\$100	\$187.00
42-104(b)	Snow Emergency Parking Violation (50)	\$50	\$88.00*

<sup>†</sup> Note: Housing Maintenance Code Violations may not be charged unless the inspector has previously sent a warning letter (See §26-703, S.M.C). \* Nuisance offenses only! Not necessary

42-107(b)	Violate Non-Parking Emergency Rule (0-100)	\$50	\$124.00
All Violations in Chapter 42 Not Listed Above (50-500)		\$100	\$187.00
50-1(b)	Fail to Follow Orders (100-200)	\$150	\$250.00
50-2	Fail to Assist at Fire (200-500)	\$300	\$439.00
	1st offense (200-500)	\$300	\$439.00
	2nd offense (300-500)	\$400	\$565.00
50-3	False Alarms/Tampering with Alarms		
	1 <sup>st</sup> offense (200-500)	\$300	\$439.00
	2 <sup>nd</sup> offense (300-500)	\$500	\$691.00
50-4	Combustible Waste (100-200)	\$150	\$250.00
50-5	Sparks From Chimney (100-200)	\$150	\$250.00
50-6	Noncombustible Container for Ashes (100-200)	\$150	\$250.00
50-7	Christmas Trees (100-200)	\$150	\$250.00
50-48	Fail to Remedy Hazardous Conditions (100-200)	\$150	\$250.00
50-116 thru 50-122	Violations for Obstructing Exits, Aisles, Passageways (100-200)	\$150	\$250.00
50-182	Open Burning (100-200)	\$150	\$250.00
50-211 thru 50-214	Torches/Metal Cutting Devices (100-200)	\$150	\$250.00
50-241	Oily Rags (100-200)	\$150	\$250.00
50-242	Oily Clothing (100-200)	\$150	\$250.00
50-331 & 332	Violations related to Flammable and Combustible Liquids in Tank Vehicles		
	1 <sup>st</sup> offense (100-200)	\$150	\$250.00
	2 <sup>nd</sup> offense (200-500)	\$350	\$502.00
50-391 & 392	Storage of Flammable/Combustible Liquids		
	1 <sup>st</sup> offense (100-200)	\$150	\$250.00
	2 <sup>nd</sup> offense (200-500)	\$350	\$502.00
50-421 thru 50-428	Smoking Violations (100-200)	\$150	\$250.00
50-429	Negligent Use of Smoking Materials (100-500)	\$300	\$439.00
50-663 thru 669	Smoke Detector Violations (200-500)	\$250	\$376.00
50-698(a)	Fireworks (100-1000)	\$250	\$376.00
50-701	Model Rockets (100-1000)	\$250	\$376.00
All Violations in Chapter 50 Not Listed Above (100-200)		\$100	\$187.00
All Violations in Chapter 58, Libraries (25-500)		\$25	\$92.50
66-3	Permit Public Nuisance (150-750)	\$500	\$691.00
66-8	Leaving Unwholesome Matter (150-750)	\$500	\$691.00
66-9	Emitting Smoke/Noxious Fumes		
	1st offense (10-50)	\$30	\$98.80
	2nd offense (25-100)	\$50	\$124.00
	3rd offense (50-150)	\$100	\$187.00
66-10	Termite Infested Wood (150-750)	\$150	\$250.00
66-11	Storage of Materials (150-750)	\$150	\$250.00
66-12	Display of Merchandise violations (150-750)	\$150	\$250.00
66-13	Property Exteriors (150-750)	\$150	\$250.00
66-41	Violate Statutes/Regulations re: Weeds (150-750)	\$500	\$691.00
66-71	Noise Violation		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-73	Unnecessary Use of Horn		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-74	Loud Music		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-75	Barking Dog/Loud Animal		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-76	Loud Vehicle		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-77	Improper Muffler		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-78	Advertising/Drawing Attention via Noise		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-79	Creating Noise Near Certain Quiet Areas		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-104(a)	Failure to Comply w/ Order to Abate (150-750)	\$150	\$250.00
66-104(b)	Failure to Appear for Abatement Hearing (150-750)	\$150	\$250.00
66-104(c)	Failure to Observe Abatement Plan(150-750)	\$150	\$250.00
66-152	Failure to Submit Abatement Plan (150-750)	\$150	\$250.00
70-1	All state forfeitures & misdemeanors (50-500)	\$150	\$250.00 <sup>^</sup>
	State Bond Book Violations Not Otherwise Listed Herein	<i>see state bond book</i>	
70-2	Removal of Ice from Rivers/Lakes (50-500)	\$100	\$187.00
70-3(b)	Snag/Foul Fish from Boardwalk (50-500)	\$100	\$187.00
70-3(c)	Scale/Gut/Clean Fish on Boardwalk (25-100)	\$50	\$124.00
70-3(d)	Skateboarding, Roller Blading, Roller Skating on Boardwalk (25-100)	\$50	\$187.00
70-3(e)	Bikes/Motorized Vehicles on Boardwalk (25-100)	\$50	\$187.00
70-4	Defrauding Public Transportation (50-500)	\$50	\$187.00
70-6	Smoke in Public Building/Area (100-250)	\$200	\$313.00

<sup>^</sup> Excludes all state misdemeanors & forfeitures listed herein as well as any other state misdemeanors & forfeitures listed in the Revised Uniform State Traffic Deposit Schedule and Alcohol Beverages, harassment, Safety, Tobacco, UW Rule, Drug Paraphernalia and Rental Unit Energy Efficiency Violations Deposit Schedule and Trespass to Land Deposit Schedule. Includes all violations listed in the Uniform Misdemeanor Bail Schedule, but only when the violation is issued as a city ordinance violation under 70-1, and not when written as a state misdemeanor citation.

	Smoking in Public Building (Person in Charge)		
	1st offense (warning)		
	2nd offense (100-250)	\$150	\$250.00
70-7	Possess Marijuana (250-1000)	\$250	\$376.00
70-8	Possess Controlled Substances (250-1000)	\$250	\$376.00
70-9	Sell/Distribute Isobutyl Nitrite (100-200)	\$150	\$250.00
70-42	Gambling (75-500)	\$250	\$376.00
70-43	Permit Commercial Gambling (100-750)	\$500	\$691.00
70-76(a)	Curfew (10-25)	\$25	\$92.50
70-77	Parent Permit Curfew Violation (50-200)	\$100	\$187.00
70-79(2)	Truancy		
	1 <sup>st</sup> offense in year (0-50)	\$50	\$124.00
	2 <sup>nd</sup> offense in year (0-100)	\$100	\$187.00
	3 subsequent violations (0-500)	\$200	\$313.00
70-79(3)	Habitual Truancy (0-500)	\$250	\$376.00
70-80(b)	Contribute to Truancy (75-500)	\$250	\$376.00
70-81	Unlawful Sheltering of Minors (25-200)	\$150	\$250.00
70-82(b)	Underage Tobacco (0-50)	\$50	\$124.00
70-83(b)(1)	Retail Sale of Tobacco to Underage		
	1 <sup>st</sup> offense (0-500)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-500)	\$300	\$439.00
70-83(b)(2)	Gift of Tobacco Where Underage Present (0-25)	\$25	\$92.50
70-83(b)(3)	No Signs on Retail Premises Prohibiting Sale of Tobacco to Underage Person (0-25)	\$25	\$92.50
70-83(b)(4) and (5)	Tobacco Vending Machine Violation		
	1 <sup>st</sup> offense (0-500)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-500)	\$300	\$439.00
70-83(b)(7)	Sale Without Tobacco Stamp		
	1 <sup>st</sup> offense (0-500)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-500)	\$300	\$439.00
70-84(b)	Use of Tobacco on School Grounds		
	1 <sup>st</sup> offense (100-200)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-1000)	\$200	\$298.00
70-85(a)	Minor Trespass on Railroad Car (0-25)	\$25	\$77.50
70-116	Public Indecency (100-500)	\$250	\$361.00
70-151	Disorderly Conduct		
	1 <sup>st</sup> Offense (75-500)	\$150	\$250.00
	1 <sup>st</sup> Offense Aggravated (75-500)	\$250	\$376.00
	<i>***if domestic violence, add \$100 Domestic Abuse Assessment to the total Deposit</i>		
70-152(a)	Misconduct on Public Grounds (25-100)	\$50	\$124.00
70-152(b)	Loiter on School Grounds (Adult) (25-100)	\$100	\$187.00
70-152(c)	Loiter on School Grounds (Juvenile) (25-100)	\$100	\$187.00
70-153	Annoying Sprinkling (50-500)	\$100	\$187.00
70-181(a)	Unlawful Damage to Property (25-250)	\$100	\$187.00
	Special circumstances in (c) (0-500)	\$250	\$376.00
70-181(b)	Graffiti (25-250)	\$100	\$187.00
	Special circumstances in (c) (0-500)	\$250	\$376.00
70-182	Paint Public Property w/o Permit (25-100)	\$100	\$187.00
70-183	Trespass (75-500)	\$150	\$250.00
70-184(a)	Vehicle Enter Lakefront Property between		

	High & Wilson Avenue (50-250)	\$100	\$187.00
70-184(b)	Vehicle Enter Bus Transfer Station (50-250)	\$100	\$187.00
70-201	Remove Sand/Gravel from Lake Michigan Shore (25-100)	\$50	\$124.00
70-202	Retail Theft		
	1 <sup>st</sup> offense		
	Value of Items <\$10	\$50	\$124.00
	Value of Items \$10-\$25	\$100	\$187.00
	Value of Items \$25-\$50	\$200	\$313.00
	Value of Items >\$50	\$300	\$439.00
	2 <sup>nd</sup> offense within 5 years		
	Value of Items <\$10	\$150	\$250.00
	Value of Items \$10-\$25	\$200	\$313.00
	Value of Items \$25-\$50	\$300	\$439.00
	Value of Items >\$50	\$400	\$565.00
70-217	Misuse of 911		
	1 <sup>st</sup> offense (75-500)	\$150	\$250.00
	2 <sup>nd</sup> offense within 5 years (150-750)	\$250	\$376.00
	3 <sup>rd</sup> offense within 5 years (250-1000)	\$500	\$691.00
	4 <sup>th</sup> offense within 5 years (500-2500)	\$1000	\$1321.00
70-218(b)(1)	Seize/Exercise Control of Bus (50-500)	\$500	\$691.00
70-218(b)(2)	Intimidate/Threaten Bus Co. Employee (50-500)	\$200	\$313.00
70-218(b)(3)	Dangerous Weapon on Bus (50-500)	\$200	\$313.00
70-218(b)(4)	Discharge Weapon/Missile at/on Bus (50-500)	\$200	\$313.00
70-218(c)(1)	Disorderly Conduct on a Bus (50-500)	\$100	\$187.00
70-218(c)(2)	Consume Alcohol on Bus (50-500)	\$100	\$187.00
70-218(c)(3)	Fail to Obey Bus Driver (50-500)	\$100	\$187.00
70-218(d)(1)	Smoke on Bus (50-500)	\$300	\$439.00
70-218(d)(2)	Eat/Drink on Bus (50-500)	\$100	\$187.00
70-218(d)(3)	Spit on Bus (50-500)	\$100	\$187.00
70-218(d)(4)	Litter on Bus (50-500)	\$100	\$187.00
70-218(d)(5)	Play Music on Bus (50-500)	\$100	\$187.00
70-218(d)(6)	Carry Dangerous Items on Bus (50-500)	\$100	\$187.00
70-218(d)(6)	Animal on Bus (50-500)	\$100	\$187.00
70-218(d)(7)	Refuse to Pay Bus Fare (50-500)	\$100	\$187.00
70-219	Abandoned Refrigerator/Freezer (50-250)	\$150	\$250.00
70-220	Wade/Swim in Water Feature (25-100)	\$50	\$124.00
70-252	Carry Dangerous Weapon (75-500)	\$150	\$250.00
70-253	Carry Specific Weapons w/o Permit (75-500)	\$150	\$250.00
70-256	Discharge Weapon w/o Permit (75-500)	\$150	\$250.00
70-257	Discharge Projectile (75-500)	\$150	\$250.00
70-258	Sell/Possess Switchblade (75-500)	\$150	\$250.00
70-263(a)	Sex Offender Violation (1-500)	\$200	\$313.00
167.32, Stats.	Body Passing (50)	\$50	\$124.00
167.32, Stats.	Bring Alcohol into Sports Facility (50)	\$50	\$124.00
941.2965, Stats.	Carry/Display Facsimile Firearm (50-500)	\$100	\$187.00
943.21, Stats.	Defraud Restaurant (50-500)	\$100	\$187.00
943.21(1m)(d), Stats.	Defraud Gas Station (0-200)	\$175	\$281.50
943.46, Stats.	Theft of Cable (50-500)	\$150	\$250.00
943.55, Stats.	Removal of Shopping Cart (0-500)	\$50	\$124.00
946.41, Stats.	Obstructing/Resisting (50-500)	\$150	\$250.00

947.012, Stats.	Annoying Phone Calls/Unlawful Use of Telephone (50-500)		
	1 <sup>st</sup> offense	\$100	\$187.00
	2 <sup>nd</sup> offense	\$200	\$313.00
	3 <sup>rd</sup> offense	\$500	\$691.00
947.013(1m), Stats.	Intentionally Harass/Intimidate (50-500)	\$200	\$313.00
74-41	In Park After Hours (25-100)	\$100	\$187.00
74-43	Violate 15mph Speed Limit in Park (25-100)	\$50	\$124.00
74-44	Operate Vehicle Off Roadway in Park (25-100)	\$100	\$187.00
74-45	Vehicles Prohibited in Jaycee Park (25-100)	\$50	\$124.00
74-46	Kill, Maim, Remove Animal in Park (25-100)	\$50	\$124.00
74-48	Mischief in Park (25-100)	\$50	\$124.00
74-49	Loiter Near Park Toilets (25-100)	\$50	\$124.00
74-50	Swim Where Prohibited (25-100)	\$50	\$124.00
74-51	Swim in Quarry When No Lifeguards (25-100)	\$100	\$187.00
74-52	Disorderly Conduct in Park (25-100)	\$150	\$250.00
74-53	Affix Poster/Notice in Park (25-100)	\$50	\$124.00
74-54	Sale in Park w/o Permission of DPW (25-100)	\$50	\$124.00
74-55	Carry Bottled Beverage Into Wildwood (25-100)	\$50	\$124.00
74-56	Alcohol in Park/Beach (25-100)	\$50	\$124.00
74-56(c)	Alcohol in Park After Hours (25-100)	\$150	\$250.00
74-57	Glass Container in Park (25-100)	\$50	\$124.00
74-58	Archery in Park (25-100)	\$50	\$124.00
74-59	Golf in Park (25-100)	\$50	\$124.00
74-60	Boats on Beaches (25-100)	\$50	\$124.00
74-61	Boats at Quarry (25-100)	\$50	\$124.00
74-62	Unauthorized Picnic Party (25-100)	\$50	\$124.00
74-63	Illegal Fire in Park (25-100)	\$50	\$124.00
74-64	Camping in Park (25-100)	\$50	\$124.00
74-65	Dig Beach Pits on Independence Day (25-100)	\$50	\$124.00
74-66	Park Trespass (25-100)	\$50	\$124.00
	All Violations in Chapter 74 Not Listed Above (25-100)	\$50	\$124.00
78-29(a)	Prohibited Practice by Transient Merchant (10-1000)	\$250	\$376.00
78-29	Transient Merchant Violations (10-1000)	\$250	\$376.00
78-56	Transient Merchant Sale in City without permit (10-1000)	\$250	\$376.00
78-101	Mobile Food Vendors Violations (\$100-\$1,000)	\$250	\$376.00
90-2	Train Blocking Intersection		
	1 <sup>st</sup> offense (25-250)	\$50	\$124.00
	2 <sup>nd</sup> offense (50-500)	\$100	\$187.00
90-3	Failure to Maintain Gates/Signals/Bells (25-50)	\$50	\$124.00
90-4	Sidetrack & Spur Regulations (50-500)	\$150	\$250.00
94-33	Improper Use of Building for Commercial Salvage/Recycling (50-100)	\$100	\$187.00
94-34	Improper Enclosure for Salvage/Recycling Yard (50-100)	\$100	\$187.00
94-35	Salvage/Recycling Dealer Fail to Provide Information to the Police (50-100)	\$100	\$187.00
94-56	Engage in Commercial Salvage/Recycling without License (50-100)	\$100	\$187.00
94-64	Display of Salvage/Recycling License (50-100)	\$100	\$187.00

94-65	Change Location Without City Endorsement (Salvage/Recycle Business) (50-100)	\$100	\$187.00
94-103	Violate Pawnbroker/Secondhand Dealer Requirements		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00
94-126	Pawnbroker Without License		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00
94-127	Display of Pawnbroker License		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00
94-132	Failure of Pawnbroker to Provide Receipt		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-133	Pawnbroker Failure to Label		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(a)	Underage Pawn or Sale to Underage of 18		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(b)	Receiving Goods From Intoxicated Person		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(c)	Receiving Goods From Someone w/o ID		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(d)	Receiving Property with Serial Number Removed		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(e)	Giving Property to Pawnbroker That Person Does Not Own		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(f)	Giving Pawnbroker False Name or ID		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-128	Secondhand Jewelry Dealer Without License		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00
98-3	Illegal Sign (50-500)	\$100	\$187.00
98-36	Erect Sign Without Permit (50-500)	\$100	\$187.00
98-38	Sign Extending into Right-of-Way (10-100)	\$50	\$124.00
98-66	Erect Awning/Canopy/Marquee Extending Into Right-of-Way Without Permit (10-100)	\$100	\$187.00
98-67	Violate Construction Standards for Awnings/Canopies/Marquees (10-100)	\$100	\$187.00
98-68	Failure to Remove Awning/Canopy/ Marquee Extending Into Right-of-Way Upon Request (10-100)	\$100	\$187.00

102-3	Unlawful Burial/Burying of Waste		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-3	Permit Waste to Remain in Open		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-4	Nuisance Composting		
	1st offense (50-250)	\$100	\$187.00
	2nd offense in one year (100-500)	\$200	\$313.00
	3rd offense in one year (250-2000)	\$500	\$691.00
102-5	Littering		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-6(a)	Fail to Control Litter on Commercial Property		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-6(b)	Failure of Commercial Property to Provide Trash Receptacles		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-7	Littering by Customer of Commercial Property		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-8	Non-Compliance by Commercial Hauler		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
102-9	Commercial Hauler Violate Record Keeping Requirements		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
102-10	Illegal Dumping		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-11	Scavenging		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-43	Improper Garbage Storage Container		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		
	3 <sup>rd</sup> offense in one year (50-250)	\$100	\$187.00
	4th offense in one year (100-500)	\$300	\$439.00
	Subsequent offenses (elimination of collection services)		
102-44	Improper Curbside Containers		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		

	3 <sup>rd</sup> offense in one year (50-250)	\$150	\$250.00
	4 <sup>th</sup> offense in one year (100-500)	\$300	\$439.00
	Subsequent offenses (elimination of collection services)		
102-45	Improper Preparation of Curbside Refuse		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		
	3 <sup>rd</sup> offense in one year (50-250)	\$150	\$250.00
	4 <sup>th</sup> offense in one year (100-500)	\$300	\$439.00
	Subsequent offenses (elimination of collection services)		
102-46	Premature Placement of Refuse/Recyclables at Curbside		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		
	3 <sup>rd</sup> offense in one year (50-250)	\$150	\$250.00
	4 <sup>th</sup> offense in one year (100-500)	\$200	\$313.00
	Subsequent offenses (elimination of collection services)		
102-47	Placement of Commercial Refuse for Residential Pickup		
	1 <sup>st</sup> offense (written warning)		
	2 <sup>nd</sup> offense in one year (elimination of collection services)		
102-47	Mixing Commercial/Residential Refuse & Recyclables		
	1 <sup>st</sup> offense (written warning)		
	2 <sup>nd</sup> offense in one year (elimination of collection services)		
102-51	Violation of Commercial Refuse/Recyclable Storage Requirements		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-52	Improper Incinerator		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-53	Improper Disposal of Commercial/Industrial Refuse		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-81	Mixing Recyclables & Non-Recyclables		
	1 <sup>st</sup> offense	<i>warning only</i>	
	2 <sup>nd</sup> offense	<i>requirement violator use clear bags only</i>	
	3 <sup>rd</sup> offense (50-250)	\$100	\$187.00
	4 <sup>th</sup> offense (100-500)	\$200	\$313.00
102-82(a)	Failure of Landlords to Inform Tenants of Requirements		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-82(b)	Violation of Requirements by Landlords (5 or more dwellings per unit)		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-82(c)	Violation of Requirements by Owners of Non-Residential Property		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00

110-3	Damaging Sidewalks/Streets (25-250)	\$100	\$187.00
110-5	Depositing Debris/Refuse/Snow (25-250)	\$100	\$187.00
110-38	Violation of Construction Procedures for New Streets (50-500)	\$100	\$187.00
110-40	Hindrance of Construction/Repair (10-100)	\$50	\$124.00
110-41	Removing Barriers/Lights (50-500)	\$200	\$313.00
110-71	Altering Grade of Street (10-100)	\$50	\$124.00
110-73	Altering Grade ((25-250)	\$100	\$187.00
110-74	Removal of Grading Material (25-250)	\$100	\$187.00
110-101	Encroach on Public Street w/o Permit (10-100)	\$50	\$124.00
110-102	Failure to Obtain Permit for Temporary Obstructions of Streets (10-100)	\$50	\$124.00
110-106	Failure to Remove Materials When Street Closing Permit Expires (25-250)	\$100	\$187.00
110-107	Temporary Sidewalk Fencing Violation (10-100)	\$50	\$124.00
110-108	Obstructing Gutters (10-100)	\$50	\$124.00
110-109	Lights Required during Obstructions (25-250)	\$100	\$187.00
110-110	No Reflectors on Dumpsters (10-100)	\$50	\$124.00
110-111	Building/Fence in Right of Way (10-100)	\$50	\$124.00
110-171	Obstructing Sidewalk (10-100)	\$50	\$124.00
110-172	Advertising Fixtures in Sidewalk (10-100)	\$50	\$124.00
110-242	Excavating in Right-of-Way w/o Permit (25-250)	\$100	\$187.00
110-247	Failure to/Improperly Restore Service (25-250)	\$100	\$187.00
110-249	Deposit of Material in Street (10-100)	\$50	\$124.00
110-250	Contractor Improper Barricades (25-250)	\$100	\$187.00
110-251	Failure to Regrade/Repair After Utility Repairs (25-250)	\$100	\$187.00
110-252	Failure to Restore Right-of-Way Appurtenances (25-250)	\$100	\$187.00
110-277	Water from Eaves on Sidewalk/Street (50-500)	\$100	\$187.00
110-278	Fail to Remove Snow from Sidewalks (25-250)	\$100	\$187.00
110-311 thru 316	Block Party Regulation Violations (10-100)	\$50	\$124.00
110-346 thru 359	House Numbering Violations (50-200)	\$100	\$187.00
110-502	Operating Sidewalk Café w/o Permit (100-500)	\$200	\$313.00
All Violations in Chapter 110 Not Listed Above (50-500)		\$100	\$187.00
114-46	Failure to Pay Room Tax (15%-25% of tax) <i>use 15% of tax as forfeiture and calculate costs</i>		
All Other Violations of Chapter 114 Relating to Lodging (100-500)		\$150	\$250.00
All Traffic Violations with Corresponding State Statute Violations <i>see State Uniform Traffic Deposit Schedule</i>			
118-5	Operate in Undesignated Area (50-500)	\$100	\$187.00
118-6	Tire Squealing (30-50)	\$50	\$124.00
118-7(a) (346.94(1), Stats.)	Drive on Sidewalk (30-50)	\$40	\$111.40
118-8	Violate Posted Load Limits (25-100)	\$50	\$124.00
118-9	Fail to Reduce Speed in Standing Water		
	1 <sup>st</sup> offense (40-300)	\$100	\$187.00
	2 <sup>nd</sup> offense within 1 yr (80-600)	\$200	\$313.00
	In construction zone (80-600)	\$200	\$313.00
	2 <sup>nd</sup> offense in a const. Zone (160-1200)	\$400	\$565.00
118-128	Interfere With Parking Monitor (50-500)	\$100	\$187.00

118-132	Conversion of Vehicle to Office/Mercantile/Residential/Storage Purpose (50-500)	\$100	\$187.00
118-165	Deposit Slug in Meter (50-500)	\$100	\$187.00
118-166	Damage/Tamper with Meter (50-500)	\$100	\$187.00
118-193(a)	False Representation as Resident for Purpose of Obtaining Residential Parking Permit (50-500)	\$200	\$313.00
119-193(c)	Copy/Reproduce/Sell Residential Parking Permit (50-500)	\$200	\$313.00
118-276(a)	Abandoned Vehicle (25-250)	\$200	\$313.00
118-319	Truck Route Violation		
	1 <sup>st</sup> offense (50-100)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (100-200)	\$150	\$250.00
118-321	Improper Deviation from Truck Route		
	1 <sup>st</sup> offense (50-100)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (100-200)	\$150	\$250.00
118-356	Operate Snowmobile Between 10 p.m. and 7 a.m. (20)	\$20	\$86.20
118-357	Unattended Snowmobile (10)	\$10	\$73.60
118-358	Operate Snowmobile on Sidewalk (20)	\$20	\$86.20
118-359	Operate Snowmobile on Sheboygan River (20)	\$20	\$86.20
118-360	Operate Snowmobile in Park (20)	\$20	\$86.20
118-361	Operating Snowmobile on Private Property(20)	\$20	\$86.20
118-362	Operate Snowmobile on Public School Grounds	\$20	\$86.20
	All Other Snowmobile Violations		<i>see State Bond Book</i>
118-421	Bicycle on North or South Pier (50-500)	\$100	\$187.00
118-423	Drive/Bike from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3 <sup>rd</sup> Street While Closed for Independence Day, Lake Fest, and Coho Derby (50-500)	\$100	\$187.00
118-513	Parade Leader Encourage	\$100	\$187.00
	Disobedience of Police Orders (50-500)		
118-536	Participate/Lead Parade Without Permit (50-500)	\$100	\$187.00
	All Violations in Chapter 118 Not Listed Above (50-500)	\$100	\$187.00
122-3	Erection of Poles (25-50)	\$50	\$124.00
122-4	Plans for Conduits (25-50)	\$50	\$124.00
122-6	Connecting Sewer/Water w/o Permit (50-500)	\$100	\$187.00
122-9	Connection to Sewer System Beyond City Limits (50-500)	\$100	\$187.00
122-12	Excavating Around Sewer w/o Permit (50-500)	\$100	\$187.00
122-13	Connecting Rainwater Drains to Sanitary Sewer (50-500)	\$100	\$187.00
122-95	Tampering with Fire Hydrant (50-500)	\$100	\$187.00
122-96	Water Conservation Violations (5-100)	\$100	\$187.00
122-97	Service to Unincorporated Areas (5-100)	\$100	\$187.00
122-161	Operate a Natural/Mixed Gas Franchise Without Proper Application (25-50)	\$50	\$124.00
122-257	Unlawful Connection to Building Sewer (10-100)	\$50	\$124.00
122-339	Waterless Toilets Prohibited (50-500)	\$100	\$187.00

122-472	Industrial Dilution in (50-500) Lieu of Treatment	\$100	\$187.00
122-483	Providing False Information Relating to Industrial Wastewater (50-500)	\$100	\$187.00
122-511	Significant User (50-500) Discharging w/o Permit	\$100	\$187.00
122-602	Discharge Other Than Storm Water Into City Storm Sewer (50-1000)	\$500	\$691.00
122-604	Illegal Connection to Storm Drainage System (50-1000)	\$500	\$691.00
All Violations in Chapter 122 (Utilities) Not Listed Above (50-500)		\$100	\$187.00
126-31	Injury to Tree or Shrub (25-200)	\$50	\$124.00
126-64	Interference with City Forester (25-200)	\$50	\$124.00
126-96	Work on Public Tree w/o Permit (25-200)	\$50	\$124.00
126-126	Tree Planting Regulations (25-200)	\$50	\$124.00
126-127	Tree Trimming Regulations (25-200)	\$50	\$124.00
126-128	Permit Tree to Obstruct View at Intersection (25-200)	\$50	\$124.00
126-156	Fail to Obtain Commercial Operator's License (25-200)	\$50	\$124.00
All Violations in Chapter 126 (Vegetation) Not Listed Above (25-200)		\$50	\$124.00
130-56	Operate Vehicle for Hire Business w/o License (50-500)	\$100	\$187.00
130-59(a)	Operate Vehicle for Hire w/o License (50-500)	\$100	\$187.00
130-59(b)(2)	Drive Un-inspected Taxi (50-500)	\$100	\$187.00
130-59(b)(3)	Fail to Maintain/Make Available Inspection Records (50-500)	\$100	\$187.00
130-61	Operate Taxi w/o License (50-500)	\$100	\$187.00
134-5	Refuse & Obstructions in Waterway (50-500)	\$250	\$376.00
134-6	Blocking Street/Alley Fronting Harbor (50-500)	\$250	\$376.00
134-78	Violate Order/Direction of Harbormaster (50-500)	\$250	\$376.00
134-106	Boat ID Number Violation (50-500)	\$250	\$376.00
134-108	Negligent Operation of Boat (50-500)	\$250	\$376.00
134-109	Boat Violate Speed Limit (50-500)	\$250	\$376.00
134-110	Negligent Operation of Boat (50-500)	\$250	\$376.00
134-111	Improper Anchoring (50-500)	\$250	\$376.00
134-112	Improper Passing through Bridges (50-500)	\$250	\$376.00
134-113	Damage Pier/Dock/Installation (0-300)	\$100	\$187.00
134-114	Duty to Render Aid (0-300)	\$100	\$187.00
134-141 thru 146	Boat Equipment Violations (50-500)	\$250	\$376.00
134-176 thru 181	Violate Boat Launch Regulations Within 5 days (0-25) After 5 days (50-100)	\$25 \$50	\$92.50 \$124.00
All Violations in Chapter 134 Not Listed Above (50-500)		\$100	\$187.00
All Violations of Sheboygan Floodplain Zoning Ordinance (50-250)		\$150	\$250.00
All Violations of Shoreland-Wetland Zoning Ordinance (25-200)		\$150	\$250.00
All Violations of Sheboygan Subdivision Code (100-1000)		\$150	\$250.00
All Violations of Construction Site Erosion Control Ordinance (50-1000)		\$150	\$250.00
All Violations of Post-Construction Stormwater Management Zoning Ordinance (50-1000)		\$150	\$250.00

All Zoning Code Violations (10-200)	\$150	\$250.00
All Violations Not Listed Above (50-500)	\$100	\$187.00

### ***Parking Violations***

<u>Section Number</u> <u>w/ costs</u>	<u>Violation</u>	<u>Parking Fine</u>	<u>Deposit</u>
42-104(b)	Snow Emergency Parking Violation (50)	\$50	\$88.00*
42-107(b)	Violate Non-Parking Emergency Rule (0-100)	\$50	\$124.00
118-7(b)	Parked Encumbering Free Passage (0-25)	\$25	\$63.00*
118-127	24 Hour Parking Violation (25)	\$25	\$63.00*
118-129	Improper Parking in Alley (25)	\$25	\$63.00*
118-131	Parking Between Curb & Sidewalk (25)	\$25	\$63.00*
346.53(6), Stats. (Penalty: 118-135(b))	Parked Where Prohibited by Sign (25)	\$25	\$63.00*
346.53(6), Stats. (Penalty: 118-135(b), 118-191)	Parked Beyond Time Limitations of Sign		
	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> offenses in one year (10)	\$10	\$48.00*
	4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> offenses in one year (15)	\$15	\$53.00*
	7 <sup>th</sup> offense or more in one year (20)	\$20	\$58.00*
346.505, Stats. (Penalty: 118-135(c))	Handicapped Parking Violation (20-200)	\$100	\$138.00*
118-136	Large Vehicle Parking Violation (25)	\$25	\$63.00*
118-137	Overnight Parking of Trailers Prohibited (25)	\$25	\$63.00
118-164	Not Parked in Marked Space (25)	\$25	\$63.00*
118-167	Overtime at Meter		
	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> offenses in one year (10)	\$10	\$48.00*
	4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> offenses in one year (15)	\$15	\$53.00*
	7 <sup>th</sup> offense or more in one year (20)	\$20	\$58.00*
118-242	Winter Season Parking Violation	\$25	\$63.00*
All Bicycle/Skateboard/In-Line Skate Violations (including those listed below)			
	if issued on Bicycle Tickets		
	(Note: must be re-issued if defendant wants court)	\$25	\$63.00
All Bicycle/Skateboard/In-Line Skate Violations not listed below, if not issued			
	on Bicycle Tickets	\$25	\$92.50
118-448(a)	Drive Bike w/o Proper Lights/Reflectors (25)	\$25	\$92.50

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

118-448(b)	Defective Bicycle Brakes (25)	\$25	\$92.50
118-448(c)	Drive Bike Without Proper Bell/Horn (25)	\$25	\$92.50
118-448(d)	Violate Bike Equipment Safety Rules (25)	\$25	\$92.50
118-449(1)	Failure to Keep Right (25)	\$25	\$92.50
118-449(2)	Too Many People on Bike/ Improper Towing (25)	\$25	\$92.50
118-449(3)	Drive Bike While Attached to Moving Vehicle (25)	\$25	\$92.50
118-449(4)	Fail to Ride Single File (25)	\$25	\$92.50
118-449(5)	Improper Riding (25)	\$25	\$92.50
118-449(6)	Bicycle Racing With Motor Vehicle(25)	\$25	\$92.50
118-449(7)	Stunt Riding—Bicycle (25)	\$25	\$92.50
118-449(7)	Riding No-Handed (25)	\$25	\$92.50
118-449(8)	Bicycle on Sidewalk in Business District (25)	\$25	\$92.50
118-449(9)	Drive Mechanically Unsafe Bike (25)	\$25	\$92.50
118-449(10)	Adopting Wis. Stat. Chap. 346 as to Bicycles		
118-471	Operate Unregistered Bicycle (25)	\$25	\$92.50
118-474	Deface/Remove/Destroy Bike License (25)	\$25	\$92.50
118-477	Parent Permit Operation of Unlicensed Bike (25)	\$25	\$92.50
118-479(a)(1)	Skateboard in Downtown District (25)	\$25	\$92.50
118-479(a)(2)	Skateboard in City Park (25)	\$25	\$92.50
118-479(a)(3)	Skateboard in Public Parking Lot (25)	\$25	\$92.50
118-479(a)(4)	Skateboard in Commercial/Industrial Zone (25)	\$25	\$92.50
118-479(a)(5)	Skateboard on Boardwalk (25)	\$25	\$92.50
118-479(a)(6)	Skateboard on North or South Pier (25)	\$25	\$92.50
118-479(b)(1)	Roller Skate/Blade in Downtown District (25)	\$25	\$92.50
118-479(b)(3)	Roller Skate/Blade in Public Parking Lot (25)	\$25	\$92.50
118-479(b)(4)	Skate/Blade in Commercial/Industrial Zone (25)	\$25	\$92.50
118-479(b)(5)	Roller Skate/Blade on Boardwalk (25)	\$25	\$92.50
118-479(b)(6)	Roller Skate/Blade on North or South Pier (25)	\$25	\$92.50
118-480	Roller Skate/Blade or Skateboard from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3 <sup>rd</sup> Street While Closed for Independence Day, Lake Fest, and Coho Derby (25)	\$25	\$92.50
All Other Bicycle Violations not issued on bicycle tickets		<i>see State Bond Book</i>	
<i>(Note: All rules of the road in Chapter 346, Stats., apply to bicycles)</i>			
All Other Skateboard/Roller Skate/In-line Skate/Roller Blade Violations not issued on Bicycle Tickets (25-100)		\$25	\$92.50

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. August 1, 2016.

Your Committee to whom was referred Res. No. 63-16-17 by Alderperson Donohue authorizing the creation of a Tourism Commission for a Tourism Zone to oversee the disbursement and spending of the City's room tax collections; recommends that the Resolution be passed.

reg

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

Committee

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

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

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

III

**DIRECT REFERRAL TO FINANCE COMMITTEE**

Res. No. 63- 16 - 17. By Alderperson Donohue. July 25, 2016.

A RESOLUTION authorizing the creation of a Tourism Commission for a Tourism Zone to oversee the disbursement and spending of the City's room tax collections.

WHEREAS, in the most recent state budget bill (2015 Wisconsin Act 55) the Wisconsin Legislature made numerous changes to Sec. 66.0615, Wis. Stats., relating to room tax; and

WHEREAS, the legislature made additional changes to the room tax statute in two subsequent bills: 2015 Wisconsin Act 60 and 2015 Wisconsin Act 301; and

WHEREAS, effective January 1, 2017, each Wisconsin municipality must spend at least 70% of all room tax funds collected on tourism promotion and tourism development. Those funds must either be forwarded to an appointed tourism commission or to a tourism entity. Municipalities may no longer expend such revenue themselves; and

WHEREAS, under the amended statute, a "tourism entity" is defined as "a nonprofit organization that came into existence before January 1, 2015, spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism entity in a municipality;" and

WHEREAS, the City of Sheboygan currently contracts with the Sheboygan County Chamber of Commerce as our tourism entity; however, under the amended statute, the Chamber does not meet the definition of a "tourism entity" because they do not spend 51% of their budget on tourism promotion and tourism development; and

WHEREAS, the amended statute defines a tourism commission as "an entity created by one municipality or by 2 or more municipalities in a zone, to coordinate tourism promotion and tourism development for the zone;" and

WHEREAS, a zone is defined in the statute as "an area made up of 2 or more municipalities that, those municipalities agree, is a single destination as perceived by the traveling public;" and

WHEREAS, the City of Sheboygan and its neighboring towns (the Town of Sheboygan and the Town of Wilson) each collect room taxes and agree that the three municipalities make up a single destination as perceived by the traveling public; and

WHEREAS, it is in the best interest of the City to create a tourism commission for the zone that includes said municipalities.

*Finance  
approve.*

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council approves the formation of a tourism commission for the zone.

BE IT FURTHER RESOLVED: That the Common Council authorizes City staff to work with the Town of Wilson and Town of Sheboygan to create a joint resolution for approval by each municipality to create said tourism commission.

BE IT FURTHER RESOLVED: That the commission would be comprised of three members from each municipality in which annual room tax collections exceed \$1,000,000 (City of Sheboygan), one member from each municipality in which annual room tax collections are \$300,000 or less (Town of Sheboygan and Town of Wilson) and two additional members representing the Wisconsin hotel and motel industry.

BE IT FURTHER RESOLVED: That the commission members from each municipality shall be appointed by the principal elected official in the municipality, with confirmation by a majority vote of the members of the municipality's governing body present when the vote is taken. The two hotel and motel industry representatives shall be appointed by the chairperson of the commission.

BE IT FURTHER RESOLVED: That commission members shall be appointed to one-year terms, and they may be reappointed at the pleasure of the appointing official.

BE IT FURTHER RESOLVED: That each municipality in the zone shall be required to levy the same percentage of tax.

BE IT FURTHER RESOLVED: That the following shall be the duties of the commission:

- a. It shall meet regularly, and from among its members shall elect a chairperson, vice-chairperson and secretary.
- b. It shall contract with a one tourism entity from within the municipalities in the zone to obtain staff, support services, and assistance in developing and implementing programs to promote the zone to visitors.
- c. It shall use the room tax revenue that it receives from a municipality for tourism promotion and tourism development in the zone.
- d. It shall report annually to each municipality from which it receives room tax revenue the purposes for which revenues were spent.
- e. It shall not use any of the room tax revenue to construct or develop a lodging facility.
- f. It shall monitor the collection of room taxes from each municipality in the zone that has a room tax.

- g. It shall report any delinquencies or inaccurate reporting to the municipality that is due the tax.

BE IT FURTHER RESOLVED: That if a municipality issued debt or bond anticipation notes before January 1, 2005, to finance the construction of a municipally owned convention or conference center, the commission shall take no action to prevent the municipality from meeting all of the terms of its obligation.

BE IT FURTHER RESOLVED: That the Common Council authorizes City staff to send notice to terminate the contract with the Sheboygan County Chamber of Commerce and agrees to allow the Tourism Commission to oversee the expenditures of the City's room tax collections.

\_\_\_\_\_

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

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

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

**VI**

R. C. No.       - 16 - 17      . By PUBLIC PROTECTION AND SAFETY. August 1, 2016.

Your Committee to whom was referred the following:

1. R. O. No. 76-16-17 by the City Clerk submitting a communication from Alderperson Bohren along with an email and attachment from the Finance Director on the Ambulance Financial Reports for 2013, 2014 and 2015; and
2. R. O. No. 77-16-17 by the City Clerk submitting a communication from Alderperson Bohren along with an email from the Finance Director on the Ambulance Financial information for 2016;

recommends that the documents be referred to the Finance Committee.

*Finance*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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. 76 - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting a communication from Alderperson Bohren along with an email and attachment from the Finance Director on the Ambulance Financial Reports for 2013, 2014 and 2015.

~~PPS~~  
refer to  
Finance

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City Clerk

## **Richards, Susan**

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**From:** Alderperson Jim Bohren  
**Sent:** Wednesday, May 11, 2016 10:16 AM  
**To:** Richards, Susan  
**Cc:** Buss, Nancy; Romas, Mike; Alderperson Joseph Heidemann; Alderperson Todd Wolf  
**Subject:** FW: Ambulance Reports  
**Attachments:** SFD Ambulance Report 13-15.xlsx

Sheboygan City Clerk Sue Richards - Sue

Please include this e-mail and attachment from Nancy Buss on the Ambulance Financial Reports for 2013, 2014, and 2015 as a document for the Monday May 16, 2016 Council meeting. Please refer it to the Finance Committee and the Committee of the Whole. Thanks.

### **Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

### **2016 - 2017 Committee Assignments**

Finance Committee - Vice Chairman

Public Works Committee

Capital Improvements Commission

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**From:** Buss, Nancy  
**Sent:** Monday, May 09, 2016 8:02 AM  
**To:** Alderperson Jim Bohren  
**Cc:** Hofland, Darrell; Romas, Mike  
**Subject:** Ambulance Reports

Attached is a spreadsheet with the ambulance reports requested. Please let me know if you have any questions

Nancy Buss

**Activity for Calls from January 1, 2013 through December 31, 2013**

**Patients**

<b>Patient Type</b>	<b>Number</b>	<b>%</b>	<b>Gross Billings</b>	<b>Balance</b>	<b>Adjustments</b>	<b>Receipts</b>	<b>%Coll/Adj</b>	
<i>Private Pay</i>								
Insurance	566	17.06%	546,314.23	3,855.00	82,190.68	460,268.55	99.29%	
Self Pay	412	12.42%	365,162.22	254.00	304,555.28	60,352.94	99.93%	
Medicare	1647	49.64%	1,547,000.14	73.46	930,327.89	616,598.79	100.00%	
Medicaid	687	20.71%	592,239.70	0.00	452,123.19	140,116.51	100.00%	
Facility	6	0.18%	5,317.60	0.00	3,780.38	1,537.22	100.00%	
<b>Totals</b>	<b>3,318</b>	<b>100.00%</b>	<b>3,056,033.89</b>	<b>4,182.46</b>	<b>1,772,977.42</b>	<b>1,278,874.01</b>	<b>99.86%</b>	<b>41.847507%</b>

THIRD PARTY AGENT: EMS MEDICAL BILLING ASSOCIATES

**Activity for Calls from January 1, 2014 through December 31, 2014**

**Patients**

<b>Patient Type</b>	<b>Number</b>	<b>%</b>	<b>Gross Billings</b>	<b>Balance</b>	<b>Adjustments</b>	<b>Receipts</b>	<b>%Coll/Adj</b>	
<i>Private Pay</i>								
Insurance	485	14.65%	452,114.52	2,487.56	73,858.72	375,768.24	99.45%	
Self Pay	263	7.95%	219,748.03	4,564.00	179,442.53	35,741.50	97.92%	
Medicare	1835	55.44%	1,515,864.52	1,867.28	865,907.10	648,090.14	99.88%	
Medicaid	712	21.51%	589,227.80	0.00	447,947.14	141,280.66	100.00%	
Facility	15	0.45%	9,069.07	0.00	5,251.85	3,817.22	100.00%	
<b>Totals</b>	<b>3,310</b>	<b>100.00%</b>	<b>2,786,023.94</b>	<b>8,918.84</b>	<b>1,572,407.34</b>	<b>1,204,697.76</b>	<b>99.68%</b>	<b>43.240754%</b>

THIRD PARTY AGENT: EMS MEDICAL BILLING ASSOCIATES

**Activity for Calls from January 1, 2015 through December 31, 2015**

**Patients**

<b>Patient Type</b>	<b>Number</b>	<b>%</b>	<b>Gross Billings</b>	<b>Balance</b>	<b>Adjustments</b>	<b>Receipts</b>	<b>%Coll/Adj</b>
<i>Private Pay</i>							
Insurance	536	16.16%	504,267.95	64,114.34	77,273.18	362,880.43	87.29%
Self Pay	181	5.46%	154,329.20	43,566.20	87,906.94	22,856.06	71.77%
Medicare	1718	51.81%	1,547,852.68	21,512.50	906,580.08	619,760.10	98.61%
Medicaid	864	26.06%	725,674.94	1,475.71	547,257.09	176,942.14	99.80%
Facility	17	0.51%	15,766.80	372.03	8,817.71	6,577.06	97.64%
<b>Totals</b>	<b>3,316</b>	<b>100.00%</b>	<b>2,947,891.57</b>	<b>131,040.78</b>	<b>1,627,835.00</b>	<b>1,189,015.79</b>	<b>95.55%</b>
							<b>40.334448%</b>

THIRD PARTY AGENT: EMS MEDICAL BILLING ASSOCIATES

II

4.3

R. O. No. 77 - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting a communication from Alderperson Bohren along with an email from the Finance Director on the Ambulance Financial information for 2016.

~~PPS~~  
refer to  
Finance

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City Clerk

**Richards, Susan**

**From:** Alderperson Jim Bohren  
**Sent:** Thursday, July 14, 2016 8:34 AM  
**To:** Richards, Susan  
**Cc:** Alderperson Bill Thiel; Buss, Nancy; Hofland, Darrell; Romas, Mike  
**Subject:** FW: Ambulance Information

Sheboygan City Clerk Sue Richards -

Please refer the attached e-mail and attachment from Nancy Buss to me as a document for the July 18, 2016 Council meeting. Please refer it to the PP&S Committee. Thanks.

**Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*  
 8th District - Wards 24, 25 & 26  
 City of Sheboygan, Wisconsin  
 920.452.1777  
[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

**2016 - 2017 Committee Assignments**

Finance Committee - Vice Chairman  
 Public Works Committee  
 Capital Improvements Commission

**From:** Buss, Nancy  
**Sent:** Thursday, July 14, 2016 8:24 AM  
**To:** Alderperson Jim Bohren  
**Cc:** Romas, Mike  
**Subject:** Ambulance Information

	Account Breakdown By Payer Class									
	Medicare		Medicaid		Commercial		Self Pay		Auto	
2016-01	124	46.62%	68	25.56%	33	12.41%	36	13.53%	1	
2016-02	131	53.69%	46	18.85%	28	11.48%	36	14.75%	1	
2016-03	131	47.29%	59	21.30%	37	13.36%	44	15.88%	5	
2016-04	137	57.32%	48	20.08%	21	8.79%	28	11.72%	3	
2016-05	123	41.84%	84	28.57%	28	9.52%	55	18.71%	4	
2016-06	79	29.48%	64	23.88%	10	3.73%	115	42.91%	0	
Totals:	725	45.65%	369	23.24%	157	9.89%	314	19.77%	14	

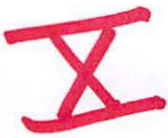
	All Financial Classes						
	Billable Incidents	Gross Charges	Adjustments	Collections	Balance Due	Avg Collection	Paid %
2016-01	266	\$255,032.00	\$89,237.45	\$58,186.13	\$107,608.42	\$218.74	59.02%

2016-02	244	\$232,507.00	\$69,154.31	\$44,568.63	\$118,781.16	\$182.66	51.23%
2016-03	277	\$269,692.00	\$86,239.96	\$59,811.08	\$123,639.59	\$215.92	54.51%
2016-04	239	\$222,870.50	\$75,682.96	\$50,687.26	\$96,500.28	\$212.08	58.58%
2016-05	294	\$268,132.50	\$58,426.03	\$29,511.79	\$180,194.68	\$100.38	31.29%
2016-06	268	\$252,595.50	\$12,803.38	\$5,437.60	\$234,354.52	\$20.29	7.46%
Totals:	1588	\$1,500,829.50	\$391,544.09	\$248,202.49	\$861,078.65	\$156.30	43.14%

**From:** Buss, Nancy  
**Sent:** Thursday, July 14, 2016 8:24 AM  
**To:** Alderperson Jim Bohren  
**Cc:** Romas, Mike  
**Subject:** Ambulance Information

	<b>Account Breakdown By Payer Class</b>											
	Medicare		Medicaid		Commercial		Self Pay		Auto		Workers Comp	
2016-01	124	46.62%	68	25.56%	33	12.41%	36	13.53%	1	0.38%	4	1.50%
2016-02	131	53.69%	46	18.85%	28	11.48%	36	14.75%	1	0.41%	2	0.82%
2016-03	131	47.29%	59	21.30%	37	13.36%	44	15.88%	5	1.81%	1	0.36%
2016-04	137	57.32%	48	20.08%	21	8.79%	28	11.72%	3	1.26%	2	0.84%
2016-05	123	41.84%	84	28.57%	28	9.52%	55	18.71%	4	1.36%	0	0.00%
2016-06	79	29.48%	64	23.88%	10	3.73%	115	42.91%	0	0.00%	0	0.00%
Totals:	725	45.65%	369	23.24%	157	9.89%	314	19.77%	14	0.88%	9	0.57%

	<b>All Financial Classes</b>						
	Billable Incidents	Gross Charges	Adjustments	Collections	Balance Due	Avg Collection	Paid %
2016-01	266	\$255,032.00	\$89,237.45	\$58,186.13	\$107,608.42	\$218.74	59.02%
2016-02	244	\$232,507.00	\$69,154.31	\$44,568.63	\$118,781.16	\$182.66	51.23%
2016-03	277	\$269,692.00	\$86,239.96	\$59,811.08	\$123,639.59	\$215.92	54.51%
2016-04	239	\$222,870.50	\$75,682.96	\$50,687.26	\$96,500.28	\$212.08	58.58%
2016-05	294	\$268,132.50	\$58,426.03	\$29,511.79	\$180,194.68	\$100.38	31.29%
2016-06	268	\$252,595.50	\$12,803.38	\$5,437.60	\$234,354.52	\$20.29	7.46%
Totals:	1588	\$1,500,829.50	\$391,544.09	\$248,202.49	\$861,078.65	\$156.30	43.14%



Charter Ord. No.     - 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.*

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.

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

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

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

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



Gen. Ord. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. August 1, 2016.

AN ORDINANCE amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches.

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

Section 1. Section 74-63 of the Sheboygan Municipal Code entitled "Fire Control" is amended so as to read as follows:

"Sec. 74-63. *Fire control.*

Fires shall be permitted in city parks and on city-owned property only under the following circumstances:

- (1) In metal grills in picnic areas;
- (2) As part of the officially sponsored activities of high schools within the city as set forth in section 50-182(10);
- (3) As otherwise permitted by the council; and
- (4) Except as specifically set forth above, all fires permitted in this section are further subject to the limitations on recreational bonfires set forth in section 50-182(6)."

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.

*Pat Wicks*

\_\_\_\_\_

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



For the City of \_\_\_\_\_, \_\_\_\_\_

AN ORDINANCE relating to \_\_\_\_\_ of \_\_\_\_\_

THE COMMON COUNCIL OF THE CITY OF \_\_\_\_\_

Section \_\_\_\_\_ of the \_\_\_\_\_ Code shall be amended to read as follows:

Section \_\_\_\_\_

There shall be permitted on any \_\_\_\_\_ of \_\_\_\_\_

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

Section \_\_\_\_\_ An ordinance to amend \_\_\_\_\_

I HEREBY CERTIFY THAT the foregoing Ordinance was duly passed by the \_\_\_\_\_

City of \_\_\_\_\_

III

4.5

Res. No. 11 - 16 - 17. By Alderperson Belanger. May 16, 2016.

A RESOLUTION extending the special charge for residential garbage and refuse disposal services provided by the City.

WHEREAS: by way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified its action during 2012 budget process establishing a special charge for residential garbage and refuse disposal services of \$7.16 per month for 2012 and established the special charge at \$5.00 per month per household for 2013 and 2014, with said special charge to expire effective January 1, 2015; and

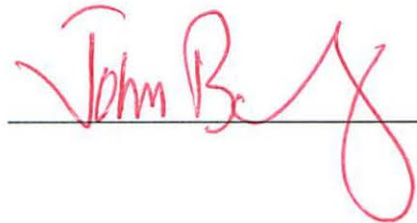
WHEREAS: by way of Res. 67-14-15 adopted October 6, 2014, the Common Council extended the special charge for residential garbage and refuse disposal services at \$5.00 per month per household with a provision to review the garbage fee every two years starting as of December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby extends the special charge for residential garbage and refuse disposal services established in the amount of \$5.00 per month per household.

BE IT FURTHER RESOLVED: That the special garbage and refuse disposal charges extended in accordance with this resolution shall be a debt due to the City and if not paid within the time determined by the City, the charge shall be delinquent and become a lien upon the property. A late payment charge of three (3%) percent but not less than \$0.50 will be added to bills not paid within 20 days of issuance. This one-time three (3%) percent late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

*COW*  
*Belanger - discharge cow*

Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll, for collection and settlement under Chapter 74, Wis. Stats. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating charges imposed hereunder.

  
\_\_\_\_\_

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

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

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

II

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

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

*Law & Lic.*  
\_\_\_\_\_  
City ClerkCHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap	520 N. 4 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> St.
6708	Kidd, Larschelby E.	916A Mayflower Ave., #3
0279	Lee, Pa Kou	1726 Garden Ct.
1305	Mederos, Maria D.	1015 S. 24 <sup>th</sup> St., Manitowoc
1330	Pedersen, Emily C.	217 Nebraska Ave. N, #208, St. Paul, MN
1304	Perez, Cibi G.	628 N. 9 <sup>th</sup> St.
6544	Pfister, Richard W.	1578 Falcon Way, Sheb. Falls

1246 Portschy, Tanner J.	1454 S. 13 <sup>th</sup> St.
1322 Rodriguez, Yhonni K.	1011 Swift Ave.
1263 Sohre, Jordan PJ	2130A S. 15 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> St.

TAXICAB DRIVER'S LICENSE (December 31, 2016)

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

II

Other Matters

8.2

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

Submitting a communication from American Family Insurance on behalf of their insured David S. and Debra D. Aschenbach regarding a Notice of Claim.

---

City Clerk

Finance

Pending Claim  
# 11-16

16 PM 2:36



JUL 29 '16 PM 2:37

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

July 26, 2016

93-MFR005

CITY OF SHEBOYGAN  
828 CENTER AVE STE 302  
SHEBOYGAN WI 53081-4442

RE: Claim Number: 00-445-174999-1828  
Our Insured Name: David S & Debra D Aschenbach  
Date of Loss: July 12, 2016  
Our Company Name: American Family Mutual Insurance Company

Dear City Of Sheboygan:

We have received notice of the above claim from our insured. Our preliminary investigation indicates you or a person normally covered under a liability policy, were the cause of our insured's damages.

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

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

Sincerely,

Martha F Rule  
Customer Care Center Auto Representative  
American Family Mutual Insurance Company  
1-800-MYAMFAM (1-800-692-6326) X 71879  
mrule@amfam.com  
Fax: 866-737-3154  
www.amfam.com/claims

**INSURANCE INFORMATION FORM**

Date of Loss: July 12, 2016

American Family Claim Number: 00-445-174999-1828

American Family Insured's Name: David S & Debra D Aschenbach

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

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

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

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

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

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

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

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

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

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

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

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



AUG 9 '16 9:13

Claim# 11-16.  
additional  
information

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (600-6326) | amfam.com

August 03, 2016

69-CLG049

CITY OF SHEBOYGAN  
828 CENTER AVE STE 302  
SHEBOYGAN WI 53081-4442

RE: Our File No.: 00-445-174999-6928  
Our Insured: David S & Debra D Aschenbach  
Date of Loss: July 12, 2016  
Amt. Of Loss: 1,094.50

This letter is being submitted to you pursuant to Sec. 893.80 of Wisconsin State Statutes as a claim due to an accident that occurred on July 12, 2016, involving a vehicle owned by American Family Insurance Company's insured, David S & Debra D Aschenbach, and a piece of construction equipment. The accident occurred at 9th and Erie in Sheboygan, WI .

As a result of the negligence of the operator of the piece of construction equipment, the vehicle insured by American Family Mutual Insurance Company was damaged in the sum of \$1,094.50.

Pursuant to the policy of insurance existing between American Family and its insured, American Family made payment of \$1,094.50 and the insured incurred a deductible loss of \$250.00.

Pursuant to statute, American Family Mutual Insurance Company is presenting its claim for payment in the amount of \$1,094.50.

Respectfully,

Cassie L Gallagher  
Subrogation Adjuster  
American Family Mutual Insurance Company  
1-800-MYAMFAM (1-800-692-6326) X 45036  
cgallagh@amfam.com  
Fax: 866-737-3455  
www.amfam.com/claims

Enc: Subro Affiant

AFFIANT

STATE OF WISCONSIN

COUNTY OF Dane

)  
)ss  
)

I, , being duly sworn on oath, deposes and states that is employed with American Family Mutual Insurance Company, that I have been involved in the investigation of the afore-described claim, that I have reviewed the foregoing Notice of Claim and am familiar with the factual averments contained therein, and that all such statements and averments are true and correct to the best of my knowledge and information based upon my investigation and adjustment of the claim referenced above

Dated this 3<sup>rd</sup> day of August, 2016.

[Signature]

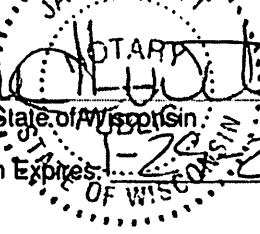
Signature of Affiant

Personally appears before me this 3 day of Aug, 2016 the above administration of oath executed the foregoing instrument and acknowledged the truth and accuracy of the same.

[Signature]

Notary Public, State of Wisconsin

My Commission Expires 1-20-2017





**INSURANCE COVERAGE**

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of the vehicle or property.

15. Do you carry accident insurance?  Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number.  No

American Family Ins. Policy number 0647-6517-03  
 6000 American Parkway  
 Madison, WI 53783

16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible?  Yes  No 17. If deductible, state amount.

Claim number 00-445-174999

250.00

18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts).

We handled the repairs for David & Debra.

19. Do you carry public liability and property damage insurance?  Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code).  No

Same

**INSTRUCTIONS**

Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.

Complete all items - Insert the word NONE where applicable.

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY

DAMAGES IN A **SUM CERTAIN** FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN **TWO YEARS** AFTER THE CLAIM ACCRUES.

Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

The amount claimed should be substantiated by competent evidence as follows:

If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.

(e) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of the injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

(b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item number 12 of this form.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.

**PRIVACY ACT NOTICE**

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

- B. *Principal Purpose:* The information requested is to be used in evaluating claims.
- C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.
- D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid."

A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2871 et seq., 28 C.F.R. Part 14.

**PAPERWORK REDUCTION ACT NOTICE**

This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Torts Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, DC 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.

CCD16072533167M0101D

00-445-174999-1828



# SHEBOYGAN POLICE DEPARTMENT

Incident C16-13372

Nature: DAMAGE PROPERTY  
Location: N29

Address: ERIE AVE & N 9TH ST  
SHEBOYGAN WI 53081

Offense Codes: 9330

Received By: SCHWARZ, AMY  
Responding Officers: OETZEL, SUNG  
Responsible Officer: OETZEL, SUNG  
When Reported: 17:14:04 07/12/16

How Received: C

Agency: SPD

Disposition: SIT 07/12/16

Occurred Between: 17:14:04 07/12/16 and 17:14:04 07/12/16

Assigned To:  
Status:

Detail:  
Status Date: \*\*/\*\*/\*\*

Date Assigned: \*\*/\*\*/\*\*  
Due Date: \*\*/\*\*/\*\*

Complainant: 85880

Last: ASCHENBACH  
DOB: 11/21/61  
Race: W

First: DAVID  
Dr Lic: A251-1776-1421-03  
Sex: M  
Phone: (920)207-6803

Mid: S  
Address: 212 MILL ST  
City: SHEBOYGAN FALLS, WI  
53085

### Offense Codes

Reported: 9330 DAMAGE/PRIVATE  
PROPERTY

Observed: 9330 DAMAGE/PRIVATE  
PROPERTY

Additional Offense: 9330 DAMAGE/PRIVATE  
PROPERTY

### Circumstances

LT13 HIGHWAY, ROAD OR ALLEY

Responding Officers:  
OETZEL, SUNG

Unit:  
446

Responsible Officer: OETZEL, SUNG  
Received By: SCHWARZ, AMY  
How Received: C CELL 911  
When Reported: 17:14:04 07/12/16  
Judicial Status:  
Misc Entry:

Agency: SPD  
Last Radio Log: 19:06:35 07/12/16 CMPLT  
Clearance: CLR CLEARED  
Disposition: SIT Date: 07/12/16  
Occurred between: 17:14:04 07/12/16  
and: 17:14:04 07/12/16

Modus Operandi:

Description :

Method :

CCD16072533167M0102D

Incident C16-13372

Page 2 of 2

**Involvements**

<b>Date</b>	<b>Type</b>	<b>Description</b>	
07/14/16	Vehicle	DBL 2012 FORD EDGE SE WI	Vehicle

**Vehicles**

**Vehicle Number:**

87164

**License Plate:** 555VZB

**License Type:** AUTO AUTOMOBILE

**State:** WI

**Expires:** 12/31/17

**Vehicle Year:** 2012

**VIN:** 2FMDK3G95CBA5737

4

**Make:** FORD FORD

**Model:** EDGE SE

**Color:** DBL /

**Doors:** 0

**Vehicle Type:** SUV SPORT UTILITY

**Value:** \$0.00

VEHICLE

**Owner:**

**Last:** ASCHENBACH

**First:** DAVID

**Mid:** S

**DOB:** 11/21/61

**Dr Lic:** A251-1776-

**Address:** 212 MILL ST

1421-03

**Race:** W

**Sex:** M

**Phone:** (920)207-6803

**City:** SHEBOYGAN FALLS, WI 53085

**Agency:** SPD SHEBOYGAN POLICE

**Date Recov/Rcvd:** \*\*/\*\*/\*\*

DEPARTMENT

**Officer:** OETZEL, SUNG

**Area:**

**UCR Status:** DDV

**Wrecker Service:**

DESTROYED/DAMAGED/VANDALIZ

ED

**Local Status:**

**Storage Location:**

**Status Date:** 07/12/16

**Release Date:** \*\*/\*\*/\*\*

**Comments:**

Driver/owner ran over a metal object that was covering a hole in the ground of the intersection. Owner was not at fault.

MIKE BURKART FORD  
3110 COUNTY RD PP PO BOX 318  
PLYMOUTH, WI 53073  
920-893-6961 OR 920-458-9611 FAX: 920-892-6761  
QUALITY COLLISION REPAIRS AND MORE

\*\*\* SUPPLEMENT 1 \*\*\*

S1 07/13/2016 11:46 AM  
07/25/2016 03:22 PM

Owner

Owner: DAVID S & DEB ASCHENBACH  
Address: 212 MILL ST (920)207-6803  
City State Zip: SHEBOYGAN FALLS, WI  
53085-1524 FAX:  
Email: aschnfam@charter.net

Control Information

Claim #: 00445174999-0C Insured Policy #: 0647651703  
Loss Date/Time: 07/12/2016 07:00 AM Loss Type: Other Comp  
Deductible: \$100.00  
Ins. Company: American Family Insurance  
Address: 6000 AMERICAN PARKWAY  
City State Zip: Madison, WI 53783 Work/Day: (800)692-6326  
FAX:  
Insured: DAVID S & DEB ASCHENBACH  
Address: (920)207-6803

Inspection

Inspection Date: 07/13/2016 11:02 AM Inspection Type: Direct Repair Program  
Inspection Location: bringing in for estimate Contact:  
Address: 212 MILL ST  
City State Zip: SHEBOYGAN FALLS, WI  
53085-1524  
Primary Impact: Right Side Secondary Impact:  
Driveable: Yes Rental Assisted:  
Assigned Date/Time: Received Date/Time: 07/13/2016 10:54 AM  
First Contact Date/Time: Appointment Date/Time: 07/14/2016 07:00 AM  
Appraiser Name: LEONHARD Appraiser License # :  
Orig Appraiser Name: LEONHARD Appraiser License # :

Repairer

Repairer: MIKE BURKART FORD Contact:  
Address: 3110 COUNTY RD PP Work/Day: (920)893-6961  
City State Zip: Plymouth, WI 53073 Work/Day: (920)458-9611  
Email: markl@burkartford.com FAX: (920)892-6761  
Repair Start Date/Time: 07/21/2016 08:00 AM Vehicle Drop Off Date/Time: 07/21/2016 08:00 AM  
Repair Complete Date/Time: 07/22/2016 03:23 PM Vehicle Pick Up Date/Time: 07/22/2016 03:23 PM  
Target Complete Date/Time: 07/22/2016 05:00 PM Days To Repair: 2

**Vehicle**

2012 Ford Edge SE 4 DR Wagon  
 4cyl Gasoline Turbo 2.0  
 6-Speed Automatic

Lic.Plate: 555-VZB  
 Lic Expire:  
 Prod Date:  
 Veh Insp# :  
 Condition:  
 Ext. Color: DARK BLUE PRL  
 Ext. Refinish: Two-Stage  
 Ext. Paint Code: DX,M7083A

Lic State: WI  
 VIN: 2FMDK3G95CBA57374  
 Mileage: 47,936  
 Mileage Type: Actual  
 Code: P7403C  
 Int. Color:  
 Int. Refinish:  
 Int. Trim Code:

**Options**

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Bodyside Cladding
Bucket Seats	Cargo/Trunk Net	Center Console
Chrome Grille	Cruise Control	Dual Airbags
Floor Mats	Halogen Headlights	Head Airbags
Intermittent Wipers	Keyless Entry System	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Side Airbags	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
1	E	262		Mldg,Rocker Panel RT	CT4Z78101A04AA	\$384.12		0.5	SM
2	I	208		Door Shell,Front RT	Repair			1.0*	SM
3	L	208	#	Door Shell,Front RT	Refinish			3.9*	RF
					2.7 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
			# = 10, 13	>> PARTIAL REFINISH WITHIN PANEL BOUNDRIES, FULL CLEAR COAT					
4	RI	335		Mldg,Front Door Belt RT	R & I Assembly			0.3	SM
5	RI	1509		Mldg,Front Door Lower RT	R & I Assembly			0.3	SM
6	RI	230		Mirror,Outer R/C RT	R & I Assembly			0.3	SM
7	RI	228		Handle,Front Door Otr RT	R & I Assembly			0.2	SM
8	EC	M14		Corrosion Protection	Replace Economy	\$8.00*			SM
9	EC	M17		Cover Car Exterior	Replace Economy				SM
10	I	M80		Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
10	Items								

**MC Message**

10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL  
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts				\$384.12	
Other Parts				\$8.00	
Paint & Materials		3.9 Hours @ \$36.00		\$140.40	
Parts & Material Total					\$532.52
Tax on Parts & Material		@ 5.000%			\$26.63

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$56.00	1.6	1.0	2.6	\$145.60	
Mech/Elec (ME)	\$56.00					
Frame (FR)	\$58.00					
Refinish (RF)	\$56.00	3.9		3.9	\$218.40	
Labor Total				6.5 Hours		\$364.00
Tax on Labor		@ 5.000%			\$18.20	
Sublet Repairs					\$3.00	
Tax on Sublet		@ 5.000%			\$0.15	
Gross Total						\$944.50
Less: Deductible						\$100.00-
Net Total						\$844.50
Less: Previous Net Total						\$844.50-
Net Supplement Total (Final Bill)						\$0.00

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53073 AM FAM CAPA  
 Recycled Parts Y/0/0 Zip Code: 53073  
 Rate Name Default

Audatex Estimating 8.0.035 S1 07/25/2016 03:26 PM REL 8.0.035 DT 07/01/2016 DB 07/15/2016  
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1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

**Op Codes**

- |                            |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| * = User-Entered Value     | E = Replace OEM                | NG = Replace NAGS          |
| EC = Replace Economy       | OE = Replace PXN OE Srpls      | UE = Replace OE Surplus    |
| ET = Partial Replace Labor | EP = Replace PXN               | EU = RECYCLED PART         |
| TE = Partial Replace Price | PM = Replace PXN Reman/Rebtl   | UM = Replace Reman/Rebuilt |
| L = Refinish               | PC = Replace PXN Reconditioned | UC = Replace Reconditioned |
| TT = Two-Tone              | SB = Sublet Repair             | N = Additional Labor       |
| BR = Blend Refinish        | I = Repair                     | IT = Partial Repair        |
| CG = Chippguard            | RI = R & I Assembly            | P = Check                  |
| AA = Appearance Allowance  | RP = Related Prior Damage      |                            |



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\*\*\* SUPPLEMENT RECONCILIATION \*\*\*

Supplement S1

Claim # : 00445174999-0C  
File # :  
Insured: DAVID S & DEB ASCHENBACH  
Owner Name: DAVID S & DEB ASCHENBACH  
Appraiser Name: LEONHARD  
Vehicle: 2012 Ford Edge SE 4 DR Wagon

Insured Policy # : 0647651703  
Claim Rep:  
Inspection Date/Time: 07/13/2016 11:02 AM

Actual Supplement 1 Net Total

\$0.00+

Summary

	Net Total	Date	Time	Appraiser
Original Estimate	\$844.50	07/13/2016	10:54 AM	LEONHARD
Supplement 1	\$844.50	07/25/2016	03:22 PM	LEONHARD



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**Labor Report**

**MIKE BURKART FORD**  
 3110 COUNTY RD PP PO BOX 318  
 PLYMOUTH, WI 53073  
 920-893-8861 OR 920-458-9611 FAX: 920-892-6761  
 QUALITY COLLISION REPAIRS AND MORE

Claim # : 00445174899-0C  
 Owner Name: DAVID S & DEB ASCHENBACH  
 Appraiser Name: LEONHARD

Insured Policy # : 0647651703

Each Op Code / Guide Number displays ALL operations WHICH MAY BE CONSIDERED in the Net Labor: Including parts and operations which MAY NOT HAVE been selected for this specific estimate.

NET VALUE TOTALS include ONLY those operations for the EXACT MODEL, ENGINE and OPTIONS actually entered.

**Operation Types:**

BASE	Any unique labor necessary AFTER all other operations are performed.
OVERLAP	Operation common to the replacement of more than one part.
OVERRIDE	Values entered by the estimate writer
OVERHAUL	Operation which includes disassembling and reassembling to allow replacement.
R & I	Remove and install part or assembly.
REMOVE	Value assigned for removal of old stripe / overlay.
REPLACE	An operation or group of operations necessary for replacement of this item.

**Elimination:**

PARTS	Included in another part selection
LABOR	Included in another labor operation

**Vehicle**

2012 Ford Edge SE 4 DR Wagon  
 4cyl Gasoline Turbo 2.0  
 6-Speed Automatic

**Options**

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Bodyside Cladding
Bucket Seats	Cargo/Trunk Net	Center Console
Chrome Grille	Cruise Control	Dual Airbags
Floor Mats	Halogen Headlights	Head Airbags
Intermittent Wipers	Keyless Entry System	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Side Airbags	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats

**LABOR**

Line	Op	Guide	Description	Operation Type	Full Value	Elim. Value	Net Value	R	Elimination
1	I	208	Door Shell,Front RT High Strength Steel	BASE	0.0	0.0	0.0		
				OVERRIDE	0.0	0.0	1.0*		
				TOTALS	0.0	0.0	1.0	SM	
2	RI	228	Handle,Front Door Otr RT	BASE	0.0	0.0	0.0		

