

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

I

Hearing No.       - 13 - 14. March 17, 2014.

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in Parking District I for the assessment of the cost of operation and maintenance thereof.

All interested persons will be heard.

## PARKING ASSESSMENT DISTRICT

### CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

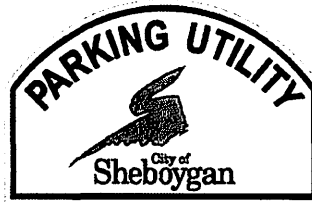
Parking Assessment District IV is that area of the City generally bounded by a line along South 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

**PUBLIC NOTICE IS HEREBY GIVEN**, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 17, 2014 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

James Amodeo  
Chief Administrative Officer

608 S Commerce St  
Sheboygan, WI • 53081



Ph: (920) 459-3285  
Fax: (920) 459-0231

February 27, 2014

Dear Business Owner:

Recently, the Sheboygan Parking & Transit Commission took action on two (2) parking lots that may impact customer and employee parking for your business. With the recent closure of the downtown Boston Store, portions of Lot 13 (south side of the store) and Lot 14 (north side of the store) will no longer be maintained by the Parking Utility. The attached map details property ownership of the parking lots. The parking lots contain parcels of land owned by the former Boston Store building's owner, S & B Detrick, LLP. Until the end of January 2014 the City of Sheboygan had parking agreements with the Bon Ton Corporation and U.S. Bank that required these lots to be open to the public with the first 2 hours free and each hour thereafter \$.25. With the closure of the Boston Store, these agreements are now null and void and no new agreements have been negotiated.

Here is a brief description of the areas impacted by this change and should be referenced on the attached map:

**Lot 13 (South of the former Boston Store)**

The area in the northern portion of the lot (highlighted S & B Detrick Ltd Ptnshp) including the entrance on N. 7<sup>th</sup> Street is private property owned by S & B Detrick, LLP. The Parking Utility will not be maintaining (snowplowing & summer maintenance) this lot going forward. The N. 7<sup>th</sup> Street entrance is permanently closed and parking in this area of the lot is not encouraged as it is private property.

**Lot 14 (North of the former Boston Store)**

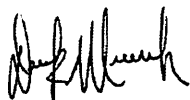
The area in the southern portion of the lot (south of the east-west alley way over to N. 8<sup>th</sup> Street), is private property owned by S & B Detrick, LLP. The area is currently marked off by cones. Since this area is private property, the Parking Utility will not be maintaining (snowplowing & summer maintenance) this area on a going-forward basis.

Business owners in and around the former Boston Store may wish to contact the property owner to obtain permission to access this property for specific business needs. The Detrick's contact information is as follows:

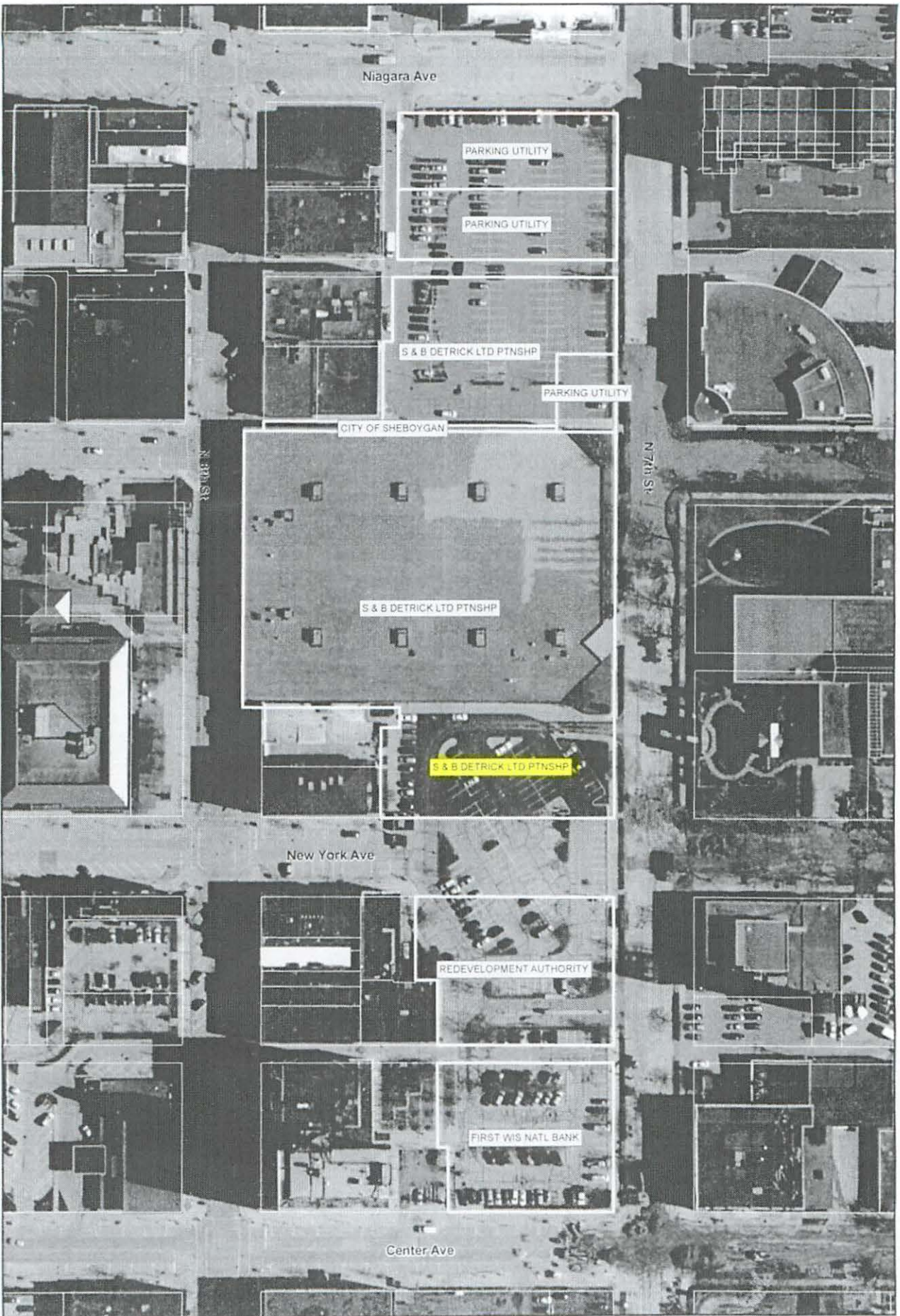
Shelley and Barbara Detrick  
S & B Detrick, LLP  
101 First Street #405  
Los Altos, CA 94022  
(650) 917-8500

When weather allows, the City lots will eventually become permit parking only. Customers may purchase permits to park in these lots at \$29/month or \$87/quarter. For more information on permit parking or to purchase a parking permit, please contact Ann Koeller at (920) 459-3285. More details will be provided as the City begins converting these lots. We apologize for any inconvenience. Please do not hesitate to contact me with any further questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Muench". The signature is fluid and cursive, with the first name "Derek" and last name "Muench" clearly distinguishable.

Derek Muench  
Operations Supervisor  
Shoreline Metro & The Parking Utility  
(920) 459-3140



City of Sheboygan



I

Hearing No. \_\_\_\_\_ - 13 - 14. March 17, 2014.

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in Parking District II for the assessment of the cost of operation and maintenance thereof.

All interested persons will be heard.

## **PARKING ASSESSMENT DISTRICT**

### **CITY OF SHEBOYGAN**

**In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.**

**Parking Assessment District I is that area of the City generally bounded by N. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> St. on the west, Ontario Ave. on the north and Center Ave. on the south.**

**Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.**

**Parking Assessment District IV is that area of the City generally bounded by a line along South 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> St.**

**Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.**

**PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 17, 2014 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.**

**James Amodeo  
Chief Administrative Officer**

I

Hearing No.       - 13 - 14. March 17, 2014.

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in Parking District IV for the assessment of the cost of operation and maintenance thereof.

All interested persons will be heard.

## **PARKING ASSESSMENT DISTRICT**

### **CITY OF SHEBOYGAN**

**In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.**

**Parking Assessment District I is that area of the City generally bounded by N. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> St. on the west, Ontario Ave. on the north and Center Ave. on the south.**

**Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.**

**Parking Assessment District IV is that area of the City generally bounded by a line along South 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> St.**

**Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.**

**PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 17, 2014 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.**

**James Amodeo  
Chief Administrative Officer**

II

R. O. No.     - 13 - 14    . By CITY CLERK. March 17, 2014.

Submitting various license applications.

*Susan Richards*  
City Clerk

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TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3012	Northstar Mens Softball	4002 N. 8 <sup>th</sup> St. - one-day event to be held 3/22/14 to include current premise and parking lot South of building.
1372	St. Clements Church	522 New York Ave. - one-day event to be Held 6/29/14 at the Vollrath Park.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2897	Type 4 Landscaping	505 Reeds St., Plymouth

COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3047	Advanced Disposal	1205 Illinois Ave.

# III

Res. No. \_\_\_\_\_ - 13 - 14. By Alderperson Hammond. March 17, 2014.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District I.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

\_\_\_\_\_

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. \_\_\_\_\_ - 13 - 14. By Alderperson Hammond. March 17, 2014.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District II.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

\_\_\_\_\_

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. \_\_\_\_\_ - 13 - 14. By Alderperson Hammond. March 17, 2014.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District IV.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

\_\_\_\_\_

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. \_\_\_\_\_ - 13 - 14. By Alderperson Hammond. March 17, 2014.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District V.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

\_\_\_\_\_

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. \_\_\_\_\_ - 13 - 14. By LAW AND LICENSING. March 17, 2014.

Your Committee to whom was referred R. O. No. 258-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the Council accept the withdrawal of Taxicab Driver's License application #2406 by the applicant.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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. 258 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

*Lawyer*  
*2/17/14 - grant all lic except hold Eichhorst, Gates*  
*3/3/14 - hold Gates grant Eichhorst*  
*3/17/14 - Gates withdrew app.*

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Ave. - one-day events to be held 3/1/14 & 6/14/14 to include current premise and the parking lot on the north side of the building.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3041	Game Room Pub, The	911 Indiana Ave.
3040	Judy's Place	840 Wilson Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0294	Carle, Russell S.	542 N. 28 <sup>th</sup> St., Milwaukee
6243	Clevenger, Melissa K.	3112 Main Ave.
0285	Czarneski, Franklyn	712 Broughton Dr.
0291	Diener, Brian L.	2806 N. 11 <sup>th</sup> St.
0293	Dodge, Evelyn V.	3952 Meadowbrook Ct., #C
0283	Eichhorst, Braden L.	603 Millesville Ave., Howards Grove
0288	Gurung, Laxman	2618 Georgia Ave.
0287	Hefter, Cody R.	W4413 Center St., Hingham
0279	Lee, Pa Kou	1726 Garden Ct.
9260	Lorge, Becky A.	212 E First St., Waldo
0290	Meyer, Christopher S.	830 N. water St., #221
0289	Moeller, Robert J.	1812A S. 13 <sup>th</sup> St.
0286	Moua, Chantanni	2229 Park Pl.
0292	Reetz, Sherri L.	1621 Martin Ave.

4.5

1000



1000

1

9524 Strysick, Jeremigh R.  
0280 Tetschlag, Kendra R.  
0281 Tovar, Yvette

725A Kentucky Ave.  
507A S. 8<sup>th</sup> St.  
3216 S. 17<sup>th</sup> St.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2406	Gates, Shelly M.	1020 Alabama Ave.
0284	Opgenorth, Kirstin L.	4810C Amanda Ln.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2892	Josie's Place	4027 S. Business Dr.
1717	Sheboygan Memorial Medical	2629 N. 7 <sup>th</sup> St.

**VI**

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. March 17, 2014.

Your Committee to whom was referred R. O. No. 242-13-14 by the Building Inspection Department submitting their report for the months of October, November, December and year end for 2013; recommends that the document be accepted and placed on file.

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

5.2

R. O. No. 242 13 - 14. By BUILDING INSPECTION. January 20, 2014.

We hereby submit the report of the Building Inspection Department for the month of October, November, December and year end for 2013.

~~PPS~~  
Ann Zell



Building/Heating Inspector

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence	1		\$ 210,000.00		\$ 500.00	
Two-Family Residence						
Condominium						
Garages, Carports	7	5	\$ 102,963.00	\$ 51,300.00	\$ 1,303.20	\$ 831.20
New Commercial		1		\$ 3,700,000.00		\$ 31,353.00
New Misc - Non Residential						
Storage Bldgs - Residential	5	1	\$ 10,390.00	\$ 2,550.00	\$ 250.00	\$ 50.00
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	172	149	\$ 1,109,466.00	\$ 1,107,264.00	\$ 13,059.80	\$ 11,720.65
Alterations & Add'ns - Commercial	15	20	\$ 553,031.00	\$ 3,248,546.00	\$ 5,620.00	\$ 32,880.00
Wrecking	1	0	\$ 40,000.00		\$ 500.00	
Moving						
Signs	11	3	\$ 26,421.41	\$ 6,418.00	\$ 1,000.00	\$ 200.00
Fences/Pool/Decks/Driveways	31	23	\$ 99,083.00	\$ 149,012.00	\$ 1,355.00	\$ 1,160.00
Tanks						
Miscellaneous		2		\$ 3,000.00		\$ 85.00
<b>TOTALS</b>	<b>243</b>	<b>204</b>	<b>\$ 2,151,354.41</b>	<b>\$ 8,268,090.00</b>	<b>\$ 23,588.00</b>	<b>\$ 78,279.85</b>
<b>PERMIT TYPES</b>						
Electrical	40	73	\$ 192,202.00	\$ 1,118,680.00	\$ 6,310.00	\$ 26,755.00
Heating	52	58	\$ 453,233.52	\$ 823,526.00	\$ 8,265.00	\$ 14,740.00
Plumbing	41	35			\$ 4,152.00	\$ 4,456.00
Sewer	2	1			\$ 1,500.00	\$ 500.00
<b>TOTALS</b>	<b>135</b>	<b>167</b>	<b>\$ 645,435.52</b>	<b>\$ 1,942,206.00</b>	<b>\$ 20,227.00</b>	<b>\$ 46,451.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>378</b>	<b>371</b>	<b>\$2,796,789.93</b>	<b>\$10,210,296.00</b>	<b>\$43,815.00</b>	<b>\$124,730.85</b>

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$3,205.00	\$2,905.00
Building Permits	\$23,588.00	\$78,279.85
Projecting Sign Fees	\$25.00	\$100.00
Electrical Permit Fees	\$6,310.00	\$26,755.00
Heating Permit Fees	\$8,265.00	\$14,740.00
Sales Tax	\$7.82	\$4.26
Plumbing Permit Fees	\$4,152.00	\$4,456.00
Sewer Permit Fees	\$1,500.00	\$500.00
Occupancy Permit Fees	\$650.00	\$1,000.00
Board of Appeals	\$250.00	\$250.00
Misc. General Revenue	\$161.06	\$134.97
Plan Examining Fees	\$775.00	\$3,000.00
Code Books		
State Stamps	\$40.00	
Rooming House Permits	\$90.00	\$110.00
Erosion Control Fees	\$100.00	
Penalty Fees	\$1,013.00	\$505.00
Cash Over, Short or Refund	(\$75.00)	(\$945.00)
Contractors Escrow	\$490.70	\$3,341.10
Weights & Measure License	\$200.00	\$2,119.00
Clearwater Inspection Fees	\$2,200.00	\$2,280.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$52,947.58</b>	<b>\$139,535.18</b>

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports		3		\$ 36,000.00		\$ 346.80
New Commercial		1		\$ 662,000.00		\$ 1,587.60
New Misc - Non Residential						
Storage Bldgs - Residential	3	1	\$ 11,800.00	\$ 800.00	\$ 177.20	\$ 50.00
Storage Bldgs - Commerical		1		\$ 6,700.00		\$ 50.00
Alterations & Add'ns - Residential	86	99	\$ 645,630.00	\$ 618,142.00	\$ 7,316.40	\$ 7,310.00
Alterations & Add'ns - Commercial	7	8	\$ 170,934.00	\$ 281,384.00	\$ 1,737.60	\$ 2,850.00
Wrecking	3	4	\$ 47,000.00	\$ 129,200.00	\$ 600.00	\$ 720.20
Moving						
Signs	6	10	\$ 23,152.40	\$ 54,597.39	\$ 459.50	\$ 1,540.10
Fences/Pools/Decks/Driveways	12	7	\$ 138,942.00	\$ 14,285.00	\$ 1,325.00	\$ 290.00
Tanks						
Miscellaneous	1				\$ 50.00	
<b>TOTALS</b>	<b>118</b>	<b>134</b>	<b>\$ 1,037,458.40</b>	<b>\$ 1,803,108.39</b>	<b>\$ 11,665.70</b>	<b>\$ 14,744.70</b>
<b>PERMIT TYPES</b>						
Electrical	29	25	\$ 289,185.00	\$ 517,657.00	\$ 7,405.00	\$ 11,855.00
Heating	46	48	\$ 542,747.00	\$ 681,721.75	\$ 9,915.00	\$ 13,175.00
Plumbing	23	26			\$ 1,760.00	\$ 1,960.00
Sewer	2				\$ 1,000.00	
<b>TOTALS</b>	<b>100</b>	<b>99</b>	<b>\$ 831,932.00</b>	<b>\$ 1,199,378.75</b>	<b>\$ 20,080.00</b>	<b>\$ 26,990.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>218</b>	<b>233</b>	<b>\$1,869,390.40</b>	<b>\$3,002,487.14</b>	<b>\$31,745.70</b>	<b>\$41,734.70</b>

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$19,640.00	\$48,020.00
Building Permits	\$11,665.70	\$14,744.70
Projecting Sign Fees	\$125.00	\$150.00
Electrical Permit Fees	\$7,405.00	\$11,855.00
Heating Permit Fees	\$9,915.00	\$13,175.00
Sales Tax	\$0.81	\$7.11
Plumbing Permit Fees	\$1,760.00	\$1,960.00
Sewer Permit Fees	\$1,000.00	
Occupancy Permit Fees	\$300.00	\$150.00
Board of Appeals		
Misc. General Revenue	\$66.25	\$144.89
Plan Examining Fees	\$1,600.00	\$1,300.00
Code Books		
State Stamps		
Rooming House Permits	\$300.00	\$150.00
Erosion Control Fees		
Penalty Fees	\$330.00	\$1,556.10
Cash Over, Short or Refund		\$0.50
Contractors Escrow	\$3,076.36	\$861.90
Weights & Measure License	\$9,837.00	\$8,422.00
Clearwater Inspection Fees	\$1,710.00	\$1,960.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$68,731.12</b>	<b>\$104,457.20</b>

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence		1		\$ 210,000.00		\$ 400.00
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial	2		\$ 425,000.00		\$ 930.00	
New Misc - Non Residential						
Storage Bldgs - Residential						
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	44	42	\$ 367,163.00	\$ 276,119.00	\$ 4,220.00	\$ 3,160.00
Alterations & Add'ns - Commercial	3	11	\$ 96,523.00	\$ 2,348,425.00	\$ 970.00	\$ 5,490.00
Wrecking	2	1	\$ 15,100.00	\$ 5,675.00	\$ 286.00	\$ 143.20
Moving						
Signs	7	5	\$ 30,747.20	\$ 25,473.50	\$ 650.00	\$ 700.00
Fences/Pools/Decks/Driveways	1	2	\$ 1,200.00	\$ 600.00	\$ 35.00	\$ 70.00
Tanks						
Miscellaneous	2				\$ 100.00	
<b>TOTALS</b>	<b>61</b>	<b>62</b>	<b>\$ 935,733.20</b>	<b>\$ 2,866,292.50</b>	<b>\$ 7,191.00</b>	<b>\$ 9,963.20</b>
<b>PERMIT TYPES</b>						
Electrical	11	16	\$ 66,600.00	\$ 574,965.00	\$ 1,970.00	\$ 12,505.00
Heating	63	47	\$ 257,185.00	\$ 697,994.20	\$ 3,825.00	\$ 13,810.00
Plumbing	15	15			\$ 820.00	\$ 1,360.00
Sewer		2				\$ 1,500.00
<b>TOTALS</b>	<b>89</b>	<b>80</b>	<b>\$ 323,785.00</b>	<b>\$ 1,272,959.20</b>	<b>\$ 6,615.00</b>	<b>\$ 29,175.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>150</b>	<b>142</b>	<b>\$1,259,518.20</b>	<b>\$4,139,251.70</b>	<b>\$13,806.00</b>	<b>\$39,138.20</b>

CASH RECEIPTS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$33,395.00	\$11,470.00
Building Permits	\$7,191.00	\$9,963.20
Projecting Sign Fees		
Electrical Permit Fees	\$1,970.00	\$12,505.00
Heating Permit Fees	\$3,825.00	\$13,810.00
Sales Tax	\$3.15	\$3.38
Plumbing Permit Fees	\$820.00	\$1,360.00
Sewer Permit Fees		\$1,500.00
Occupancy Permit Fees	\$900.00	\$650.00
Board of Appeals	\$500.00	
Misc. General Revenue	\$64.82	\$68.18
Plan Examining Fees	\$800.00	\$275.00
Code Books		
State Stamps		\$40.00
Rooming House Permits	\$270.00	\$270.00
Erosion Control Fees		\$100.00
Penalty Fees		\$100.00
Cash Over, Short or Refund	\$125.00	\$1,060.00
Contractors Escrow	(\$1,465.00)	(\$1,521.00)
Weights & Measure License	\$20,318.00	\$17,876.00
Clearwater Inspection Fees	\$2,040.00	\$1,720.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$70,756.97</b>	<b>\$71,249.76</b>

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence	1	3	\$ 210,000.00	\$ 595,000.00	\$ 500.00	\$ 1,280.00
Two-Family Residence	1		\$ 145,000.00		\$ 800.00	
Condominium						
Garages, Carports	25	28	\$ 346,578.00	\$ 338,050.00	\$ 4,326.30	\$ 4,568.20
New Commercial	6	6	\$ 3,259,200.00	\$ 7,917,000.00	\$ 7,218.00	\$ 46,692.60
New Misc - Non Residential	2	1	\$ 14,374.00	\$ 440,000.00	\$ 150.00	\$ 132.00
Storage Bldgs - Residential	31	30	\$ 117,937.00	\$ 73,490.00	\$ 2,075.36	\$ 1,536.10
Storage Bldgs - Commerical	1	5	\$ 7,500.00	\$ 64,100.00	\$ 76.80	\$ 257.80
Alterations & Add'ns - Residential	1439	1356	\$ 8,862,345.32	\$ 9,126,442.84	\$ 104,760.70	\$ 102,455.05
Alterations & Add'ns - Commercial	145	142	\$ 7,563,908.59	\$ 15,719,980.00	\$ 75,504.00	\$ 118,784.65
Wrecking	28	25	\$ 206,962.00	\$ 220,775.00	\$ 3,884.30	\$ 3,126.34
Moving		1		\$ 1,500.00		\$ 109.24
Signs	95	100	\$ 539,659.01	\$ 539,127.84	\$ 10,827.50	\$ 12,892.33
Fences/Pools/Decks/Driveways	299	313	\$ 951,271.50	\$ 1,036,408.00	\$ 14,080.00	\$ 14,725.00
Tanks						
Miscellaneous	21	15		\$ 3,000.00	\$ 1,520.00	\$ 1,185.00
<b>TOTALS</b>	<b>2094</b>	<b>2025</b>	<b>\$ 22,224,735.42</b>	<b>\$ 36,074,873.68</b>	<b>\$ 225,722.96</b>	<b>\$ 307,744.31</b>
<b>PERMIT TYPES</b>						
Electrical	382	406	\$ 2,689,407.40	\$ 5,333,370.00	\$ 77,460.00	\$ 131,315.00
Heating	543	528	\$ 3,629,615.69	\$ 4,458,706.02	\$ 64,125.00	\$ 85,015.00
Plumbing	342	322			\$ 23,144.00	\$ 29,086.00
Sewer	23	7			\$ 14,500.00	\$ 8,000.00
<b>TOTALS</b>	<b>1290</b>	<b>1263</b>	<b>\$ 6,319,023.09</b>	<b>\$ 9,792,076.02</b>	<b>\$ 179,229.00</b>	<b>\$ 253,416.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>3384</b>	<b>3288</b>	<b>\$28,543,758.51</b>	<b>\$45,866,949.70</b>	<b>\$404,951.96</b>	<b>\$561,160.31</b>

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$84,630.00	\$100,235.00
Building Permits	\$225,722.96	\$307,744.31
Projecting Sign Fees	\$8,325.00	\$8,225.00
Electrical Permit Fees	\$77,460.00	\$131,315.00
Heating Permit Fees	\$64,125.00	\$85,015.00
Sales Tax	\$121.21	\$138.53
Plumbing Permit Fees	\$23,144.00	\$29,086.00
Sewer Permit Fees	\$14,500.00	\$8,000.00
Occupancy Permit Fees	\$7,600.00	\$6,400.00
Board of Appeals	\$6,250.00	\$3,600.00
Misc. General Revenue	\$2,795.82	\$2,922.27
Plan Examining Fees	\$15,250.00	\$16,425.00
Code Books	\$20.00	
State Stamps	\$80.00	\$120.00
Rooming House Permits	\$920.00	\$680.00
Erosion Control Fees	\$200.00	\$300.00
Penalty Fees	\$6,690.00	\$51,718.10
Cash Over, Short or Refund	(\$2,422.00)	(\$279.50)
Contractors Escrow	(\$760.77)	\$3,419.80
Weights & Measure License	\$39,847.00	\$37,207.00
Clearwater Inspection Fees	\$32,350.00	\$20,120.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$606,848.22</b>	<b>\$812,391.51</b>

**VI**

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. March 17, 2014.

Your Committee to whom was referred R. O. No. 280-13-14 by the Board of Marina, Parks and Forestry Commission who met and discussed R. O. No. 212-13-14 regarding naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Ave. to Martin Ave.; recommends that the Report of Officer be accepted and placed on file and recommends that the name of the trail be **"Shoreland 400 Rail Trail"**.

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

4.7

R. O. No. 280 - 13 - 14.

By BOARD OF MARINA, PARKS AND FORESTRY  
COMMISSION. February 19, 2014.

The Board of Marina, Parks & Forestry Commission met and discussed R. O. No. 212-13-14 regarding naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Ave. to Martin Ave. The Commission recommends to the Public Works Committee that the trail be called "Sheboygan Trail".

---

*P.W.*  
see file  
with the name  
of the trail to be  
"Shoreland 400 Rail Trail"

II

8.4

Other Matters

R. O. No. 212 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT.  
December 16, 2013.

Submitting a request from Chad Pelishek, Director of Planning & Development, requesting the Marina, Parks and Forestry Committee to make a recommendation to the Public Works Committee related to naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Avenue to Martin Ave.

The County Planning and Land Conservation Department allowed residents to submit on-line requests for naming the trail. Approximately, 73 requests were made. City and County staff met to discuss and vote on each of the names until the top three names were chosen. They include:

1. Lake Spirit Trail: A combination of - "Spirit by the Lake" representing Sheboygan. Rail for the representation of the area being used to build the trail. Applicant states they grew up with the Chicago and Northwestern railroad train literally in their backyard. Now, the trail transformation is taking place there as well.
2. Shoreland 400: The name keeps with the history of the rail line in Sheboygan. The tracks were the route of the historic Northwestern passenger train service between Chicago and the twin cities- 400 miles in 400 minutes. This name seems to capture the geographic location near the Great Lakes as well as the connection to the railroad of the past. This name calls attention to the geographic location of the trail -near the Great Lakes - as well one of the finest C&NW passenger trains to operate over the trail route. Chicago and North Western Railway named the Shoreland 400, which always ran thru Sheboygan.
3. Sheboygan Trail: From purely a branding perspective, it makes sense to avoid cute and clever names. They carry baggage and often project a promise they cannot keep which ultimately devalues what's being named. It's far smarter to call it The Sheboygan Trail. From a tourism perspective, it helps draw bicycling enthusiasts. From an economic development perspective, it provides a new, unique and meaningful path upon which to expand economic development. From a local perspective, it creates a sense of pride in a repurposing a historic route for a new mission.

Marina, Parks & Forestry

The Sheboygan County, Planning, Land and Conservation Committee reviewed the names and recommended the City pick the name since the trail runs through the heart of the City. Therefore, I am asking the Marina, Park & Forestry Committee, Public Works Committee and Common Council to recommend and adopt the name of the trail the Sheboygan County Board of Supervisors will adopt the City's recommendation.

---

DIR. OF PLANNING & DEV

# VII

R. C. No.       - 13 - 14. By LAW AND LICENSING. March 17, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 271-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends granting various licenses.

## CHANGE OF AGENT

Bill Skirvin is replacing Robert Phippen as agent for Shipwrecked located at 902 Indiana Ave. effective immediately.

## "CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3044	Blondies Bar & Grill	1034 Michigan Ave.
	<b>*as amended</b>	

## BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0295	Crook, Joshua J.	924 Mead Ave.
	<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.</b>	

\*8062 Hildebrand, Justin D.

725A Kentucky Ave.

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

_____	_____
_____	_____
_____	_____

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.       - 13 - 14. By LAW AND LICENSING. March 17, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 294-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015;

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1833	Champs Sports Bar	1501 Indiana Ave. - one-day events to be held 3/29/14 and 4/5/14 to include current premise, Southside of building and the entire parking lot.
1890	Suscha's Super Bar	1054 Pennsylvania Ave. - one-day events to be held 4/26/14 and 5/3/14 to include current premise and the parking lot north and east of the building.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3045	Hacienda Vieja I	1423 Union Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0303	Ditter, Duane K.	2521 Leon Ct.
0308	Donohue, Roberta L.	520 Washington Ct.
*5273	Garcia, Daniel	1507 Erie Ave.

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

0315	Greffly, Michael R.	2339 Skyline Dr.
0307	Hass, Erikka	919 Huron Ave.
4193	Lorenz, Brenda K.	1118 S. 13 <sup>th</sup> St.
7385	Norum, Lori J.	W3489 Cty. Rd. RR, Cedar Grove
0313	Ritt, Sylvia L.	718 Armstrong Ave., Howards Grove
7215	Seeboth, Gwen L.	1107 Ashland Ave.
0304	Wierman, Sydney K.	4018 S. 12 <sup>th</sup> Pl.
0314	Ziebell, Alina E.	1916 N. 12 <sup>th</sup> St.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0310	Glancey, Michael S.	13113 Pioneer Rd., Newton

0312 McKernan, Caleb P.  
8599 Stangel, Geraldine E.

3431 N. 10<sup>th</sup> St.  
3705 Sheridan Ave., #F1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee.

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

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

VIII

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. March 17, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 297-13-14 by the Purchasing Agent submitting bids for the 2014 Sidewalk Replacement program; and
2. Res. No. 147-13-14 by Alderperson Heidemann authorizing entering into contract for the replacement of concrete sidewalks throughout the City of Sheboygan as identified by the Engineering Department;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

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

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

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. 147 - 13 - 14. By Alderperson Heidemann. March 3, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of concrete sidewalks throughout the City of Sheboygan as identified by the Engineering Department.

WHEREAS: The Engineering Department issues bids on an annual basis for the replacement of concrete sidewalks throughout the city and;

WHEREAS: The Engineering Department has solicited and received bids for approximately 15,000 square feet of sidewalks throughout the City under Request for Bids # 2370-14 and;

WHEREAS: Said improvements will allow the city to maintain its sidewalks in a condition that is both safe and acceptable condition to the taxpayers and:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Klunck Masonry, Inc., of Sheboygan in the amount of \$71,763.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Capital Fund-Sidewalks Account #40033190-631300 in payment of same.

*PH*  
approve

*[Signature]*

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

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

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

**II**

4.10

R. O. No. 297 - 13 -14. By PURCHASING AGENT. March 3, 2014.

Submitting a tabulation of the bids for the 2014 Sidewalk Replacement program as received in response to Bid #2370-14.

The Request for Bids solicitation was published in accordance with City of Sheboygan Ordinances as well as published electronically nationwide on QuestCDN.

Two Bids were received and reviewed

Sommer's Construction, Shiocton, WI.....\$ 95,995.00

Klunck Masonry, Inc. Sheboygan, WI .....\$ 71,763.00

Upon review, the low bid from Klunck Masonry, Inc., of Sheboygan meets or exceeds all of the stated requirements. It is recommended the contract be awarded to Klunck Masonry, Inc.

*P. W.  
A. R. Rammer*

Respectfully submitted,

Bernard R. Rammer

**VII**

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. March 17, 2014.

Your Committee to whom was referred Res. No. 148-13-14 by Alderperson Heidemann authorizing entering into contract with Clear Energy Brokerage & Consulting, LLC, for brokerage services with respect to Renewable Energy Credits from the Wastewater Treatment Plant; recommends that the Resolution be placed on file.

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

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. 148 - 13 - 14. By Alderperson Heidemann. March 3, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Clear Energy Brokerage & Consulting, LLC for brokerage services with respect to Renewable Energy Credits from the Wastewater Treatment Plant;

WHEREAS: The City owns and operates the Sheboygan Regional Wastewater Treatment Plant ("WWTP"); and

WHEREAS: The City desires to contract with Clear Energy Brokerage & Consulting, LLC from the City WWTP.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Brokerage Services Agreement with Clear Energy Brokerage & Consulting, LLC for brokerage services with respect to Renewable Energy Credits from the City Wastewater Treatment Plant.

*P.W.  
approve.*

*[Handwritten signature]*  
\_\_\_\_\_

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

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

Approved \_\_\_\_\_ 20\_\_\_\_. *Michael J. Vandenberg*, Mayor

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Claim and Claim from Atty. Te Winkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City Bus.

*Susan Richards*

---

City Clerk

L.S. Schraeder  
3-11-14  
# 27-13

NOTICE OF CLAIM AND CLAIM

MAR 11 '14 PM 4:59

To: Sue Richards  
City Clerk for the City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Pursuant to Wis. Stat. § 893.80, Coretta E. Munoz ("Munoz"), residing at 428 St. Clair Avenue, Apartment 2, Sheboygan, Wisconsin, by her attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan and the itemized Claim against the City of Sheboygan as follows:

1. Liability: On December 11, 2013, at between approximately 4:00 p.m. and 5:00 p.m., Munoz was traveling via the City of Sheboygan transit system. While a passenger, the bus came to an abrupt stop causing Munoz to come out of her seat and strike the metal arm rest. A substantial cause of the injury to Munoz was the negligent manner in which the bus driver acted. Upon information and belief, responsibility for the safe operation of the city buses is a responsibility of the City of Sheboygan.


2. Injuries and Damages: Munoz suffered serious injuries as a result of the accident. She suffered injury to her knee, hip, pelvis, neck and back requiring medical attention. Munoz continues to receive treatment for her injuries.

Medical expenses incurred from the date of the accident to February 24, 2014, are in the amount of \$2,541.00. Munoz continues to incur medical expenses.

The claim for pain and suffering, bodily injury is for the amount of \$50,000.00.

Dated this 10<sup>th</sup> day of March, 2014.

ROHDE DALES LLP

By   
William P. Te Winkle  
A Partner of the Firm  
State Bar No. 01013259  
Attorneys for the Claimant

P.O. Address:  
607 North 8<sup>th</sup> Street, Ste. 700  
Sheboygan, WI 53081-4513  
Telephone (920) 458-5501  
Facsimile (920) 458-5874

Sen H. H. Hall

to Mr. C. C. Hall

of 885 Cotton

St. Louis

per Linda Schroeder  
355 A-

III

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus. (Reference R. O. No. 257-13-14).

*Lusaw Richards*

---

City Clerk

SONNENBURG & ZELPE  
ATTORNEYS AT LAW  
601 CENTER AVENUE  
SHEBOYGAN, WISCONSIN 53081

*LS Schneider*  
*16-13*

MAR 10 '14 AM 11:27

WM. K. SONNENBURG  
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222  
FACSIMILE: (920) 458-3840  
SONNENBURGANDZELPE@JUNO.COM

March 7, 2014

City Clerk  
City of Sheboygan  
City Hall 828 Center Avenue  
Sheboygan, WI 53081

Re: Injury to James J. Kuester, Sr 12/23/2013

Dear Clerk:

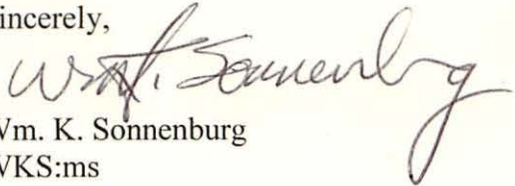
Enclosed please find a Notice of Injury and Claim being made on behalf of our client.

James S. Kuester, Sr.

Kindly file this Notice of Injury and Claim for Damages.

Thank you.

Sincerely,

  
Wm. K. Sonnenburg  
WKS:ms  
Encl.

NOTICE OF INURY  
AND  
CLAIM FOR DAMAGES

TO:

THE CITY OF SHEBOYGAN

CARE OF THE CITY CLERK

FOR THE CITY OF SHEBOYGAN, WISCONSIN

PLEASE TAKE NOTICE:

That we represent James J. Kuester, Sr. 2322 N. 24<sup>th</sup> Street, Sheboygan, Wisconsin who sustained injuries as the result of a City Bus driving through a red light at the intersection of N. 15<sup>th</sup> Street and Geele Avenue, on December 23, 2013, of which the City of Sheboygan had actual notice through the City of Sheboygan Police Department on the above – captioned date.

CLAIM FOR DAMAGES

Please be advised that said James J. Kuester, Sr, sustained several injuries to his body involving his legs, a cut to his upper lip, ribs, and loss of hearing as the result of the injuries, some of which are permanent, both to his left leg and his loss of normal hearing.

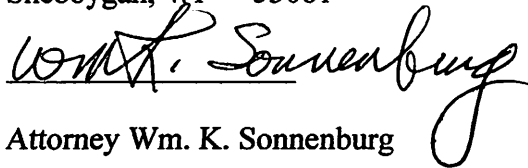
That he sustained medical expenses including the Sheboygan Fire Department, St. Nicholas Hospital, Dr. Charles Schleevoigt, Dr. Howard J Kroft, and various medication for pain to his legs and ribs. Due to a previous blood condition, he had discoloration to his legs with pain for a period of two months and continues to have continual monitoring of his blood condition. He has a permanent swelling and a hardened portion of his left

knee. In addition, he has permanent loss of hearing in both ears.

The claim for the above is One Hundred Thousand Dollars (\$100,000.00)

Hereby submitted:

Sonnenburg & Zelpe  
Attorneys at Law  
601 Center Avenue  
Sheboygan, WI 53081

  
Attorney Wm. K. Sonnenburg

III

R. O. No.            - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from Jessie Yang for alleged damages to his vehicle when a snow plow hit his parked car.

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



4-10-8  
The Secretary  
of the

THE SECRETARY

11-10-8

STATE OF NEW YORK

IN SENATE

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN ANSWER TO A RESOLUTION PASSED BY THE SENATE  
MAY 15, 1884

ALBANY: PUBLISHED BY THE STATE PRINTING OFFICE,  
1884

THE COMMISSIONERS OF THE LAND OFFICE  
ALBANY, N. Y.

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 HUMAN injury, Just car damage. (2002 mit. Lancer Es)

11. Name and address of any other person injured:

NONE

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

Auto:

\$ 3,126.38

Property:

\$ \_\_\_\_\_

Personal injury:

\$ \_\_\_\_\_

Other: (Specify below

\$ \_\_\_\_\_

TOTAL

Damaged vehicle (if applicable)

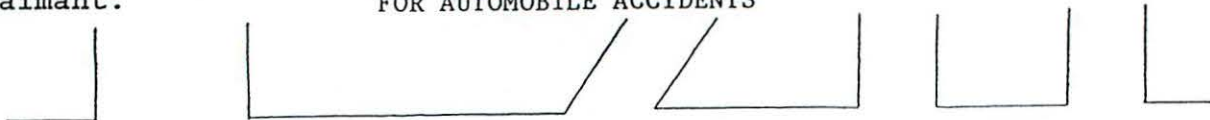
Make: Mitsubishi Model: Lancer Year: 2002 Mileage: 118,266

Names and addresses of witnesses, doctors and hospitals:

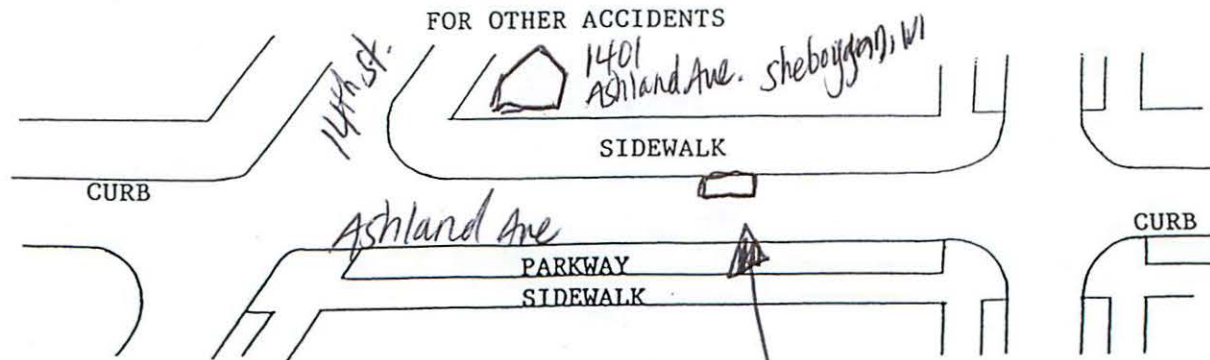
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Jessie Yang

Date: 03-03-2014

DATE RECEIVED 3-10-14

MAR 10 10 51:28

RECEIVED BY LS Schroeder

CLAIM NO. 26-13

CLAIM

Claimant's Name: JESSIE YANG  
Claimant's Address: 1901 S. 39th St. #134  
Mantowoc, WI 54220  
Claimant's Phone No. 920-645-9717

Auto \$ 3,126.38  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
TOTAL 3,126.38

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 3,126.38.

SIGNED: X Jessie Yang  
ADDRESS: 1901 S. 39th St. #134  
Mantowoc, WI 54220

DATE: 3-3-14

GEORGIA AVENUE BODY SHOP, INC.  
1819 GEORGIA AVENUE  
SHEBOYGAN, WI 53081  
PHONE: (920)458-3272 FAX: (920)458-3284

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

02/21/2014 12:24 PM

Owner

Owner: JESSIE YANG

Control Information

Loss Date/Time:

Loss Type: Unknown

Inspection

Inspection Date: 02/21/2014 12:23 PM

Inspection Type: Drive In

Appraiser Name: CRAIG MILLER

Appraiser License # :

Repairer

Repairer: Georgia Ave Body Shop  
Address: 1819 Georgia ave  
City State Zip: Sheboygan, WI 53081  
Email: gabs@gabsinc.biz

Contact: Craig Miller  
Work/Day: (920)458-3272  
Work/Day:

Target Complete Date/Time:

Days To Repair: 14

Vehicle

2002 Mitsubishi Lancer ES 4 DR Sedan  
4cyl Gasoline 2.0  
4 Speed Automatic

Lic.Plates: 598-PXN  
Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition: Excellent  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: JA3AJ26E52U074427  
Mileage: 118,266  
Mileage Type: Actual  
Code: G1203B  
Int. Refinish: Two-Stage

Options

AM/FM CD Player  
Dual Airbags  
Power Door Locks  
Power Windows  
Tachometer  
Velour/Cloth Seats

Air Conditioning  
Intermittent Wipers  
Power Mirrors  
Rear Window Defroster  
Tilt Steering Wheel

Center Console  
Power Brakes  
Power Steering  
Rem Trunk-L/Gate Release  
Tinted Glass

Damages

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

**Rear Doors**

1	I	287	Door Shell,Rear LT	Repair		4.5*	SM
2	L	287	13 Door Shell,Rear LT	Refinish		2.9	RF
				1.9 Surface			
				0.6 Two-stage setup			
				0.4 Two-stage			

**Quarter And Rocker Panel**

3	E	389	Panel,Quarter LT	MR981627	\$322.58	18.2	SM
4	L	389	Panel,Quarter LT	Refinish		3.7	RF
				2.1 Surface			
				1.0 Edge			
				0.6 Two-stage			
5	E	397	Door,Fuel Filler LT	5940A010	\$54.38	INC	SM
6	L	397	Door,Fuel Filler LT	Refinish		0.4	RF
				0.3 Surface			
				0.1 Two-stage			

**Deck Lid And Back Glass**

7	RI	479	Deck Lid R & I	R & I Assembly		0.5	SM
---	----	-----	----------------	----------------	--	-----	----

**Rear Bumper**

8	I	578	Cover,Rear Bumper	Repair		2.0*	SM
9	L	578	Cover,Rear Bumper	Refinish		3.2	RF
				2.7 Surface			
				0.5 Two-stage			

**Rear Body, Lamps And Floor Pan**

10	E	533	Taillamp Assembly LT	MR522033	\$114.38	INC	SM
----	---	-----	----------------------	----------	----------	-----	----

**Manual Entries**

11	N	M30	Collision Repair Material	Additional Labor	\$35.00*		SM
12	N	M60	Hazardous Waste Removal	Additional Labor	\$5.00*		SM
13	N		CORROSION PROTECTION	Additional Labor	\$21.00*	0.5*	SM*
13			Items				

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$491.34	
Other Parts	\$61.00	
Paint Materials	\$397.80	
Parts & Material Total		\$950.14
Tax On Parts Only	@ 5.000%	\$27.62

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$57.00	18.7	7.0	25.7	\$1,464.90
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$57.00	10.2		10.2	\$581.40
Paint Materials	\$39.00				

Labor Total		35.9 Hours	\$2,046.30
Tax on Labor	@ 5.000%		\$102.32
<b>Gross Total</b>			<b>\$3,126.38</b>

**Net Total**

**\$3,126.38**

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

**Audatex Estimating 7.0.123 ES 02/21/2014 12:30 PM REL 7.0.123 DT 02/01/2014 DB 02/15/2014  
Copyright (C) 2013 Audatex North America, Inc.**

**2.2 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 = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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II

R. O. No.           - 13 - 14. By CITY CLERK. March 17, 2014.

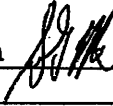
Submitting a Memo from Atty. McLean as requested by Alderpersons Bohren, Belanger and Heidemann regarding the garbage fee/levy limit issue.

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

CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Ald. Jim Bohren, Ald. John  
Belanger, Ald. Joe Heidemann

FROM: Stephen G. McLean  
City Attorney 

SUBJECT: Garbage Fee/Levy Limit Issue

DATE: March 13, 2014

By way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified and implemented a special charge for garbage and refuse disposal services provided by the City. The charge was established at \$7.16 per month per household commencing January 1, 2012 and was reduced to \$5.00 per month per household commencing January 1, 2013. This special charge is set to expire effective January 1, 2015.

Should the Common Council find that the \$5.00 per month per household fee, or some amount less than \$5.00 per month, is called for from a budgetary standpoint for 2015, it should take action to amend Res. 128-11-12 prior to the end of the calendar year. If the Council allowed the special charge to expire by its terms and then tried to reinstitute such a charge, it would be required under 2013 Wis. Act 20 to reduce the City's levy limit by a corresponding amount.

It is recommended that the Council act on this issue sooner, rather than later.

If the Council were to extend the special charge into 2015 now by amending Res. 128-11-12, any levy limit issue would be avoided.

If, during the budget process, it became clear that this amount of fee revenue was not needed in 2015, the Council could reduce the monthly amount of the charge without any ramifications to the City's levy limit.

Therefore, a viable strategy might be to act soon to extend the \$5.00 monthly garbage and refuse service charge to extend into 2015.

As things currently stand, the City is expecting no fee revenue from the garbage fee in 2015 because, by resolution, the fee is set to expire January 1, 2015. The closer 2015 approaches, the greater the argument becomes that an attempted extension of the fee is in fact a new fee, which would require a dollar for dollar reduction in the tax levy.

SGM:kah

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from Humberto Enriquez for alleged damages to his roof when a tree blew down his roof during a wind storm.

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

DATE RECEIVED 3-7-14

RECEIVED BY LS Schneider

CLAIM NO. 24-13

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.**

TO CITY OF SHEBOYGAN

Humberto Enriquez

1. Name of Claimant: Humberto Enriquez
2. Home address of Claimant: 1420 Mead Ave
3. Home phone number: 254-4518
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) \_\_\_\_\_

6. Where did damage or injury occur? (give full description) a tree at 1420 Mead Ave

7. How did damage or injury occur? (give full description) wind storm blew tree onto the roof

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: NA

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

e-mailed the staff 3-7-14

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").

damaged the rain gutter

11. Name and address of any other person injured: NA no

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

Auto: \$ 0

Property: \$ rain gutter

162.00

Personal injury: \$ 0

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

TOTAL 162.00

Damaged vehicle (if applicable)

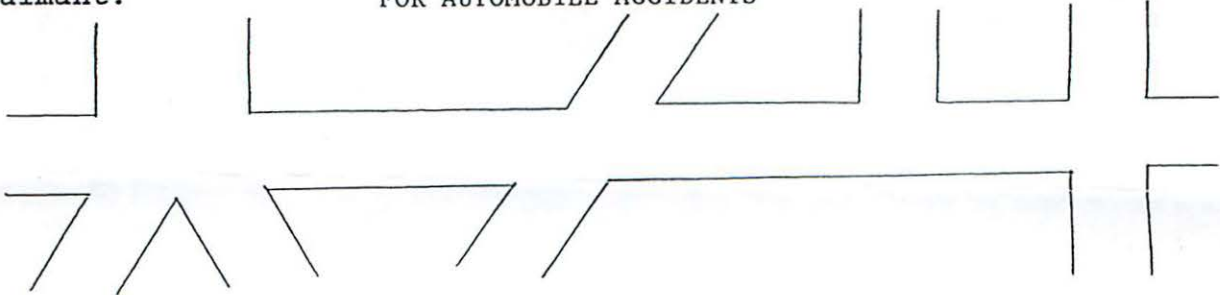
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

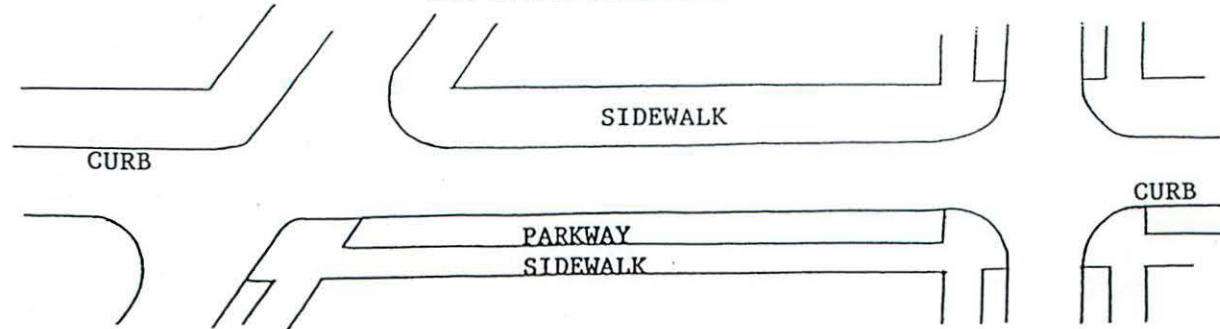
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature]

Date: 3-7-14

DATE RECEIVED 3-7-14

RECEIVED BY LG Schroeder

CLAIM NO. 24-13

CLAIM

MAR 7 '14 AM 10:49

Claimant's Name: Humberto Enriquez

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

Claimant's Address: 1420 Mead Ave

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

Personal Injury \$ 162.00

Claimant's Phone No. 254-4518

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

TOTAL 162.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 162.00.

SIGNED: Humberto Enriquez

DATE: 3-7-14

ADDRESS: 1420 Mead Ave



# Lien Law Notice

YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR MATERIALS FOR THE CONSTRUCTION.

YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

PRIME CONTRACTOR NAME: NYHOF CUSTOM GUTTER & ALUMINUM

BY: 

AUTHORIZED AGENT'S NAME: DANIEL NYHOF

(PRINT NAME OF PERSON SIGNING ABOVE)

TITLE: PRESIDENT

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from Joseph Koerner for alleged damages to his vehicle when a snow plow hit his parked car.

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

DATE RECEIVED 3-5-14

RECEIVED BY LS Schuler

CLAIM NO. 23-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 5 '14 PM 4:29

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: JOSEPH KOERNER
2. Home address of Claimant: 837 LELAND AVE
3. Home phone number: 457-3102
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 2/16/14 MORNING
6. Where did damage or injury occur? (give full description) FRONT DRIVERS SIDE RUNNING LIGHT + HEADLAMP ASSEMBLY - FRONT FENDER SCRAPPED + DENTED
7. How did damage or injury occur? (give full description) TRUCK WAS PARKED OVERNIGHT ON EVEN SIDE OF LELAND AVE WHEN IT WAS STRUCK BY A PLOW WHOS DRIVER THOUGHT HE HAD ENOUGH CLEARANCE
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").

NO INJURIES SEE #6

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

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

Auto: \$ 1,234.88

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

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

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

**TOTAL** 1,234.88

Damaged vehicle (if applicable)

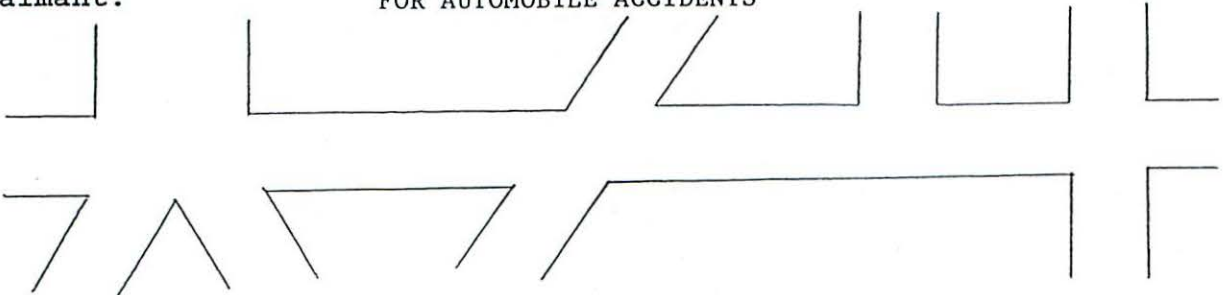
Make: FORD Model: F-350 Year: 01 Mileage: \_\_\_\_\_

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

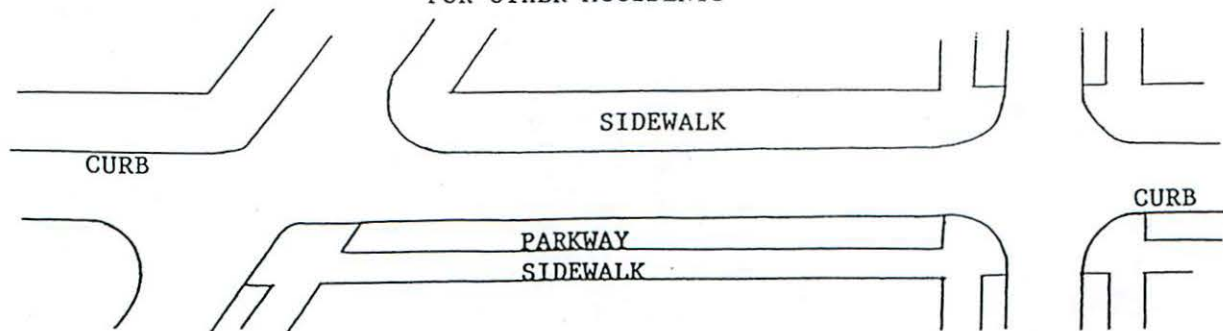
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: \_\_\_\_\_

Roh Koon

Date: \_\_\_\_\_

3/4/14

DATE RECEIVED

3-5-14

RECEIVED BY

L. S. Schwalbe

CLAIM NO.

23-13

MAR 5 '14 PM 4:29

CLAIM

Claimant's Name:

JOSEPH KOERNER

Auto

\$ 1234.88

Claimant's Address:

837 LELAND  
SHEBOYGAN, WIS

Property

\$ \_\_\_\_\_

Personal Injury

\$ \_\_\_\_\_

Claimant's Phone No.

457-3102

Other (Specify below)

\$ \_\_\_\_\_

TOTAL

1234.88

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 \$ 1234.88.

SIGNED:

Joseph Koerner

DATE:

3-4-14

ADDRESS:

837 LELAND AVE

SHEBOYGAN, WIS

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 \*\*\*

03/03/2014 03:14 PM

**Owner**

**Owner:** JOE KOERNER  
**Address:** 837 LELAND AVE  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)457-3102  
**FAX:**

**Inspection**

**Inspection Date:** 03/03/2014 03:12 PM  
**Inspection Location:** Dean's Auto Body  
**Address:** 1407 North 29th St.  
**City State Zip:** Sheboygan, WI 53081  
**Primary Impact:** Left Front Side  
**Driveable:** Yes

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

**Appraiser Name:** PHIL BLACK

**Appraiser License # :**

**Repairer**

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

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

**Target Complete Date/Time:**

**Days To Repair:** 3

**Vehicle**

2001 Ford F-350 XLT 4 DR Crew Cab Long Bed  
10cyl Gasoline 6.8  
4 Speed Automatic

**Lic.Plate:** AT7794  
**Lic Expire:**  
**Prod Date:** 05/2001  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** EBONY  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** UD,6877

**Lic State:** WI  
**VIN:** 1FTSW31521ED28808  
**Mileage:** 115,908  
**Mileage Type:** Actual  
**Code:** P8195B  
**Int. Color:**  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:**

**Options**

4-Wheel Drive  
Camper/Towing Package  
Compact Disc W/Tape  
Dual Airbags  
Manual Locking Hubs  
Power Mirrors  
Split Front Bench Seat  
Tinted Glass

Air Conditioning  
Chrome Steel Wheels  
Composite/European HdImps  
Fog Lights  
Power Brakes  
Power Steering  
Tachometer  
Velour/Cloth Seats

Anti-Lock Brakes  
Chrome Step Bumper  
Cruise Control  
Intermittent Wipers  
Power Door Locks  
Power Windows  
Tilt Steering Wheel

**Damages**

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Front End Panel And Lamps</b>								
1	PC	41	Headlamp Assy, Halogen LT	Replace PXN Reconditioned	\$98.50		INC	SM
2	N	973	Headlamps Aim	Additional Labor			0.4	SM
3	E	957	Lamp, Side Marker LT	XC3Z13201BA	\$73.33		INC	SM
<b>Front Body And Windshield</b>								
4	EP	103	Fender, Front LT	Replace PXN	\$168.00		2.3	SM
5	L	103	13 Fender, Front LT	Refinish			4.8	RF
				2.5 Surface				
				1.0 Edge				
				0.6 Two-stage setup				
				0.7 Two-stage				
6	RI	43	Nameplate, Fender LT	R & I Assembly			0.2	SM
<b>Manual Entries</b>								
7	L	M14	Corrosion Protection	Refinish			0.2*	RF
8	EC		Cover car exterior	Replace Economy	\$5.00*		0.2*	SM
9	N		De-Nib and polish	Additional Labor				SM*
10	N		Hazard, waste	Additional Labor	\$5.00*			SM
11	EC		STRIPE TAPE	Replace Economy	\$24.95*		0.3*	SM*
12	RI		LF FENDER EMB.	R & I Assembly			0.2*	SM*
13	N		CLEAN & RETAPE EMB./NAME	Additional Labor	\$6.50*		0.5*	SM*
14	N		ALIGN WHEELS	Additional Labor			1.5*	SM*
14	Items							

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$73.33
Other Parts	\$307.95
Paint Materials	\$180.00
<b>Parts &amp; Material Total</b>	<b>\$561.28</b>
Tax on Parts & Material @ 5.000%	\$28.06

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	3.2	2.4	5.6	\$324.80
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	5.0		5.0	\$290.00
Paint Materials	\$36.00				
<b>Labor Total</b>				<b>10.6 Hours</b>	<b>\$614.80</b>
Tax on Labor @ 5.000%					\$30.74
<b>Gross Total</b>					<b>\$1,234.88</b>
<b>Net Total</b>					<b>\$1,234.88</b>

Alternate Parts Y/02/02/00/00/00 CUM 02/02/00/00/00 Zip Code: 53081 Default

SPPL Yes Zip Code: 53081 Default

Audatex Estimating 7.0.123 ES 03/03/2014 03:25 PM REL 7.0.123 DT 01/01/2014 DB 03/01/2014  
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**1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

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

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

**Op Codes**

* = User-Entered Value	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	

	<p>This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.</p> <p><b>Copyright (C) 2013 Audatex North America, Inc.</b> Audatex Estimating is a trademark of Audatex North America, Inc.</p>
--	---

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

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

02/20/2014 01:44 PM

**Owner**

**Owner:** JOE KOERENER  
**Address:** 837 LELAND AV  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)457-3102  
**FAX:**

**Inspection**

**Inspection Date:** 02/20/2014 01:44 PM

**Inspection Type:**

**Company:** BRANTMEIER FORD  
**Contact:** DALE SPAETH  
**Address:** 3624 KOHLER MEMORIAL DR  
**City State Zip:** Sheboygan, WI 53081

**Appraiser License # :**

**Work/Day:** (920)458-6111  
**FAX:** (920)451-8198

**Repairer**

**Repairer:** DICK BRANTMEIER FORD  
**Address:** 3624 KOHLER MEMORIAL DR  
**City State Zip:** Sheboygan, WI 53081

**Contact:**  
**Work/Day:** (920)458-6111  
**Work/Day:**

**Vehicle**

2001 Ford F-350 XLT 4 DR Crew Cab Long Bed  
10cyl Gasoline 6.8  
4 Speed Automatic

**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** EBONY  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** UA,6373

**VIN:** 1FTSW31S21ED28808  
**Mileage:** 115,703  
**Mileage Type:** Actual  
**Code:** P8195B  
**Int. Color:**  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:**

**Options**

4-Wheel Drive  
Camper/Towing Package  
Compact Disc W/Tape  
Dual Airbags  
Manual Locking Hubs  
Power Mirrors  
Split Front Bench Seat  
Tinted Glass

Air Conditioning  
Chrome Steel Wheels  
Composite/European HdImps  
Fog Lights  
Power Brakes  
Power Steering  
Tachometer  
Velour/Cloth Seats

Anti-Lock Brakes  
Chrome Step Bumper  
Cruise Control  
Intermittent Wipers  
Power Door Locks  
Power Windows  
Tilt Steering Wheel

**Damages**

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Front End Panel And Lamps</b>								
1	E	41	Headlamp Assy, Halogen LT	1C3Z13008BA	\$133.48		INC	SM
2	N	973	Headlamps Aim	Additional Labor			0.4	SM
3	E	957	Lamp, Side Marker LT	XC3Z13201BA	\$73.33		INC	SM
<b>Front Body And Windshield</b>								
4	EC	103	Fender, Front LT	Replace Economy	\$185.00*		2.3	SM
5	L	103	13 Fender, Front LT	Refinish			4.8	RF
				2.5 Surface				
				1.0 Edge				
				0.6 Two-stage setup				
				0.7 Two-stage				
6	RI	43	Nameplate, Fender LT	R & I Assembly			0.2	SM
7	RI	48	Nameplate, Fender LT	R & I Assembly			0.2	SM
<b>Front Suspension</b>								
8	N	974	Suspension Align, Frt	Additional Labor	\$79.95*		0.0*	ME
<b>Manual Entries</b>								
9	EC	M07	Pinstripes-Tape	Replace Economy	\$15.00*		0.3*	SM
10	EC	M17	Cover Car Exterior	Replace Economy	\$5.00*			RF
11	N	M60	Hazardous Waste Removal	Additional Labor	\$3.00*		0.0*	SM
11	Items							

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$206.81
Other Parts	\$287.95
Paint Materials	\$172.80
<b>Parts &amp; Material Total</b>	<b>\$667.56</b>
Tax on Parts & Material @ 5.000%	\$33.38

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	3.0	0.4	3.4	\$197.20
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	4.8		4.8	\$278.40
Paint Materials	\$36.00				

<b>Labor Total</b>	8.2 Hours	\$475.60
Tax on Labor @ 5.000%		\$23.78
<b>Gross Total</b>		<b>\$1,200.32</b>
<b>Net Total</b>		<b>\$1,200.32</b>

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

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

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

**Op Codes**

- |                            |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| * = User-Entered Value     | E = Replace OEM                | NG = Replace NAGS          |
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| AA = Appearance Allowance  | RP = Related Prior Damage      |                            |



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**Op Codes**

III

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from The Claims Center LLC as a third party administrator for AT&T which has assigned their firm to investigate and resolve claim for alleged damages to AT&T facilities at the N. 10<sup>th</sup> St. location.

*Susan Richards*

---

City Clerk



7001 E Fish Lake Road ~ Suite 100 ~ Maple Grove, MN 55311  
PO Box 47604 ~ Minneapolis, MN 55447  
866-233-0353 ~ Fax: 866-233-9627

*Rec'd 3-7-14  
By L's Schroeder  
Claim # 25-13*

866-744-1480

March 5, 2014

Sheboygan City  
Attn: Linda  
828 Center Ave., #100  
Sheboygan, WI 53081

Dear Risk Management/Claims,

The Claims Center LLC is a third party claims administrator for AT&T which has assigned our firm to investigate and resolve claims for damages to AT&T facilities.

This letter should serve as official notice of tort claim filing with the Sheboygan City. If additional information is required to affect official notice of claim, please respond to include any necessary forms, or specific procedure mandated by statute

An invoice for the property damage will be provided to you at a later date.

These damages were discovered or repaired on or about January 15, 2014 at the location of N. 10<sup>th</sup> St.

Please include our reference number 337797 when responding to this letter.

If you need any additional information or have any questions please call me at 866-233-0353.

Thank you,

Claims Representative  
The Claims Center  
PO Box 47604  
Plymouth, MN 55447  
Fax: 763-744-1480

*e-mailed to staff 3-7-14*

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting an Independent Accountant's Review Report with accompanying statements of financial position of the Sheboygan County Humane Society, Inc., as of December 31, 2012 and 2011 and the related statements of activities, functional expenses and cash flows for the years then ended.



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

**SHEBOYGAN COUNTY HUMANE  
SOCIETY, INC.**

**REVIEWED FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2012 AND 2011**

*Invoice*

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Statements of Financial Position.....	4
Statements of Activities.....	5
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Notes to Financial Statements .....	8-13

Brigid Bergan, CPA  
Gary G. Born, CPA  
Gregory G. Feucht, CPA  
Ann B. Freund, CPA  
Eric Gurholt, CPA  
Cynthia L. Hintz, CPA  
Wayne N. Huberty, CPA  
Christina Plummer, CPA

**INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

Lauren Price, CPA  
Dean C. Rogers, CPA  
Gregory P. Stewart, CPA  
Christine J. Taylor, CPA  
Kimberly Thome, CPA  
Paul Van Ess, CPA  
Nathan Volkomener, CPA  
Wayne M. Wallschlaeger, CPA

Board of Directors  
Sheboygan County Humane Society, Inc.  
Sheboygan, Wisconsin

We have reviewed the accompanying statements of financial position of the Sheboygan County Humane Society, Inc. as of December 31, 2012 and 2011 and the related statements of activities, functional expenses and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.



Certified Public Accountants

Fond du Lac, Wisconsin  
July 2, 2013

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 40,818	\$ 39,677
Accounts receivable	68	-
Prepaid expenses	11,572	3,430
Total Current Assets	<u>52,458</u>	<u>43,107</u>
<b>Property and Equipment</b>		
Land and land improvements	82,260	82,260
Buildings	490,844	490,844
Equipment and furniture	286,175	277,274
	<u>859,279</u>	<u>850,378</u>
Less: accumulated depreciation	504,504	477,769
Total Property and Equipment, net	<u>354,775</u>	<u>372,609</u>
<b>Other Assets:</b>		
Bequest receivable	53,918	81,389
Investments	774,869	616,293
Beneficial interests in trust estates	299,508	288,545
Total Other Assets	<u>1,128,295</u>	<u>986,227</u>
<b>Total Assets</b>	<u>\$ 1,535,528</u>	<u>\$ 1,401,943</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>Current Liabilities:</b>		
Notes payable	\$ 15,875	\$ 24,500
Accounts payable	11,585	8,719
Accrued expenses	9,070	7,276
Total Current Liabilities	<u>36,530</u>	<u>40,495</u>
<b>Net Assets:</b>		
Unrestricted:		
Designated for endowment	881,737	726,353
Property and equipment	354,775	372,609
Total Unrestricted	<u>1,236,512</u>	<u>1,098,962</u>
Permanently restricted	262,486	262,486
Total Net Assets	<u>1,498,998</u>	<u>1,361,448</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 1,535,528</u>	<u>\$ 1,401,943</u>

See independent accountant's review report and notes to financial statements.

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.**  
**STATEMENTS OF ACTIVITIES**  
**YEARS ENDED DECEMBER 31, 2012 AND 2011**

	2012			2011		
	Unrestricted	Permanently Restricted	Total	Unrestricted	Permanently Restricted	Total
<b>Support and Revenues:</b>						
Program Revenue:						
Adoption fees	\$ 36,116	\$ -	\$ 36,116	\$ 53,571	\$ -	\$ 53,571
Cremations	32,234	-	32,234	36,811	-	36,811
License fees	67,259	-	67,259	71,924	-	71,924
Impound fees	1,590	-	1,590	4,518	-	4,518
SNAP fees	42,049	-	42,049	31,850	-	31,850
Surrender fees	7,741	-	7,741	10,512	-	10,512
Vaccinations	16,737	-	16,737	20,949	-	20,949
Other	25,515	-	25,515	28,627	-	28,627
Contributions:						
Memorials and bequests	68,313	-	68,313	97,985	135,241	233,226
Other	276,976	-	276,976	230,134	-	230,134
Return on beneficial interest	23,796	-	23,796	6,094	-	6,094
Investment return	94,290	-	94,290	(2,029)	-	(2,029)
Loss on disposal of property and equipment	-	-	-	(10,797)	-	(10,797)
Rental income	6,000	-	6,000	4,175	-	4,175
Miscellaneous	164	-	164	566	-	566
<b>Total Support and Revenues</b>	<b>698,780</b>	<b>-</b>	<b>698,780</b>	<b>584,890</b>	<b>135,241</b>	<b>720,131</b>
<b>Expenses:</b>						
Program	427,453	-	427,453	488,803	-	488,803
Management and general	99,289	-	99,289	112,466	-	112,466
Fundraising	34,488	-	34,488	30,331	-	30,331
<b>Total Expenses</b>	<b>561,230</b>	<b>-</b>	<b>561,230</b>	<b>631,600</b>	<b>-</b>	<b>631,600</b>
<b>Change in Net Assets</b>	<b>137,550</b>	<b>-</b>	<b>137,550</b>	<b>(46,710)</b>	<b>135,241</b>	<b>88,531</b>
<b>Net Assets:</b>						
Beginning of year	1,098,962	262,486	1,361,448	1,145,672	127,245	1,272,917
End of year	<u>\$ 1,236,512</u>	<u>\$ 262,486</u>	<u>\$ 1,498,998</u>	<u>\$ 1,098,962</u>	<u>\$ 262,486</u>	<u>\$ 1,361,448</u>

See independent accountant's review report and notes to financial statements.

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
**YEARS ENDED DECEMBER 31, 2012 AND 2011**

	2012				2011			
	Program	Management and General	Fund Raising	Total	Program Services	Management and General	Fund Raising	Total
Wages and payroll taxes	\$ 267,255	\$ 64,929	\$ 12,608	\$ 344,792	\$ 293,718	\$ 69,608	\$ 11,175	\$ 374,501
Drugs	32,874	-	-	32,874	41,756	-	-	41,756
Micro chipping	11,239	-	-	11,239	12,663	-	-	12,663
Food and supplies	15,270	-	-	15,270	20,371	-	-	20,371
Spay and neuter expense	17,364	-	-	17,364	14,632	-	-	14,632
Vehicle expenses	1,476	632	-	2,108	2,445	1,048	-	3,493
Utilities	21,917	7,306	-	29,223	26,398	8,799	-	35,197
Depreciation	26,739	2,971	-	29,710	30,411	3,379	-	33,790
Repairs and maintenance	5,823	3,882	-	9,705	9,557	6,372	-	15,929
Insurance	10,798	2,699	-	13,497	12,569	3,142	-	15,711
Dues and licenses	7,098	1,056	-	8,154	7,154	1,214	-	8,368
Education	882	98	-	980	2,404	267	-	2,671
Bad debt expense	1,174	-	-	1,174	1,022	-	-	1,022
Office expense	3,210	1,223	20,667	25,100	7,428	2,574	17,090	27,092
Professional	1,704	8,660	1,104	11,468	3,960	8,984	1,957	14,901
Telephone, cable and internet	2,179	1,517	109	3,805	2,315	1,569	109	3,993
Miscellaneous	451	23	-	474	-	740	-	740
Interest expense	-	628	-	628	-	792	-	792
Bank and credit card fees	-	3,665	-	3,665	-	3,978	-	3,978
	<u>\$ 427,453</u>	<u>\$ 99,289</u>	<u>\$ 34,488</u>	<u>\$ 561,230</u>	<u>\$ 488,803</u>	<u>\$ 112,466</u>	<u>\$ 30,331</u>	<u>\$ 631,600</u>

See independent accountant's review report and notes to financial statements.

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
STATEMENTS OF CASH FLOWS  
YEARS ENDED DECEMBER 31, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<b>Cash Flows From Operating Activities:</b>		
Change in net assets	\$ 137,550	\$ 88,531
Adjustments to reconcile net earnings to net cash provided (used) by operating activities:		
Depreciation	29,710	33,790
Realized (gain) loss on investments	(33,104)	47,399
Unrealized gain on investments	(46,605)	(35,268)
Loss on disposal of property and equipment	-	10,797
Donated beneficial interest	-	(135,241)
Return on beneficial interest	(23,796)	(6,094)
Effects of changes in operating assets and liabilities:		
Accounts receivable	(68)	-
Prepaid expenses	(8,142)	645
Bequest receivable	27,471	(81,389)
Accounts payable	2,866	(12,657)
Accrued expenses	1,794	1,810
Net Cash Provided (Used) by Operating Activities	<u>87,676</u>	<u>(87,677)</u>
<b>Cash Flows From Investing Activities:</b>		
Proceeds from sale of investments	679,638	253,979
Purchase of investments	(758,505)	(150,880)
Disbursements from beneficial interest	12,833	7,700
Purchase of property and equipment	(11,876)	(20,636)
Net Cash Provided (Used) by Investing Activities	<u>(77,910)</u>	<u>90,163</u>
<b>Cash Flows From Financing Activities:</b>		
Net increase (decrease) in notes payable	<u>(8,625)</u>	<u>3,500</u>
<b>Net Increase in Cash</b>	<b>1,141</b>	<b>5,986</b>
<b>Cash:</b>		
Beginning of year	39,677	33,691
End of year	<u>\$ 40,818</u>	<u>\$ 39,677</u>
<b>Supplemental Disclosures:</b>		
Interest paid	<u>\$ 628</u>	<u>\$ 792</u>

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2012 AND 2011**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Activities**

The Sheboygan County Humane Society, Inc. is a not-for-profit organization whose purpose is to provide care for lost and abandoned animals in Sheboygan County. The Organization's primary sources of support and revenue are from contributions and fees.

A summary of the Organization's significant accounting policies applied in the preparation of the accompanying financial statements follows.

**Basis of Accounting**

The financial statements of the Organization have been prepared on the accrual basis of accounting.

**Fair Value Measurements**

In accordance with professional standards, the Organization defines fair value as the exchange price (an exit price) that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Professional standards establish a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Observable inputs other than quoted market prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

**Cash and Cash Equivalents**

Cash and cash equivalents includes all highly liquid investments with an initial maturity of three months or less.

**Promises to Give**

Unconditional promises to give are recognized as contribution revenue in the period promised and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met.

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2012 AND 2011**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

**Property and Equipment**

Property and equipment are stated at cost. Donated property and equipment are carried at the approximate fair value at the date of donation. Expenditures for additions and improvements are capitalized. Maintenance and repairs, which do not improve or extend the useful lives of the assets, are expensed as incurred. Property and equipment sold, or otherwise disposed of, is removed from the property accounts, with gains or losses reflected on the Statement of Activities.

Depreciation is provided using the straight-line method over estimated useful lives of the assets as follows:

Land improvements	12 - 39 years
Buildings	15 - 39 years
Equipment and furniture	5 - 15 years

**Investments**

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

**Net Assets**

Net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization had no temporarily restricted net assets as of December 31, 2012 and 2011.

Permanently restricted net assets – Net assets resulting from contributions whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled and removed by actions of the Organization. The Organization had \$262,486 of permanently restricted net assets as of December 31, 2012 and 2011.

**Contributions**

Contributions are recognized as revenue when they are received or unconditionally promised. All contributions are available for unrestricted use unless specifically restricted by the donor. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
 NOTES TO FINANCIAL STATEMENTS  
 DECEMBER 31, 2012 AND 2011**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

**Contributed Materials and Services**

Contributed materials and services are recognized as contributions if the services (a) create or enhance non-financial assets or (b) require special skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the Statements of Activities and in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**Advertising**

The Organization uses advertising to promote its programs among the audiences it serves. Advertising costs are charged to operations when incurred. During 2012 and 2011, there were no advertising costs.

**Income Taxes**

The Organization is exempt from Federal and State income taxes under Internal Revenue Code 501(c)(3). In addition, the Organization qualifies for the charitable contribution deduction under Internal Revenue Code 170(b)(1)(A) and has been classified as an organization other than a private foundation under Internal Revenue Code 509(a)(2).

The Organization has evaluated tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2012 and 2011. All years not closed by statute of limitations in jurisdictions remain open for examinations.

**Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE B – INVESTMENTS**

Investments consist of the following at December 31:

	<u>2012</u>	<u>2011</u>
Cash equivalents	\$ 60,343	\$ 17,040
Fixed income funds	259,398	201,612
Equity funds	<u>455,128</u>	<u>397,641</u>
	<u>\$ 774,869</u>	<u>\$ 616,293</u>

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2012 AND 2011**

**NOTE B – INVESTMENTS - Continued**

Investment return consists of the following for the year ended December 31:

	<u>2012</u>	<u>2011</u>
Interest and dividend income	\$ 19,603	\$ 13,565
Gain (loss) on sale of investments	33,104	(47,399)
Unrealized gain on investments	46,605	35,268
Investment fees	(5,022)	(3,463)
	<u>\$ 94,290</u>	<u>\$ (2,029)</u>

**NOTE C – FAIR VALUE MEASUREMENT**

Following is a description of the valuation methodologies used for assets measured at fair value.

Money market, fixed income, equity funds and beneficial interests in trust estates are valued using quotes from pricing vendors based on recent trading activity and other observable market data.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair value. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at December 31, 2012:

	<u>Total</u>	<u>Fair Value Measurements Using</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Money market funds	\$ 60,343	\$ 56,693	\$ -	\$ 3,650
Fixed income funds	259,398	259,398	-	-
Equity funds	455,128	455,128	-	-
Beneficial interests in trust estates	299,508	299,508	-	-
	<u>\$ 1,074,377</u>	<u>\$ 1,070,727</u>	<u>\$ -</u>	<u>\$ 3,650</u>

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at December 31, 2011:

	<u>Total</u>	<u>Fair Value Measurements Using</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Money market funds	\$ 17,040	\$ 13,390	\$ -	\$ 3,650
Fixed income funds	201,612	201,612	-	-
Equity funds	397,641	397,641	-	-
Beneficial interests in trust estates	288,545	288,545	-	-
	<u>\$ 904,838</u>	<u>\$ 901,188</u>	<u>\$ -</u>	<u>\$ 3,650</u>

There were no assets or liabilities measured at fair value on a nonrecurring basis as of December 31, 2012 and 2011.

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2012 AND 2011**

**NOTE C – FAIR VALUE MEASUREMENT – Continued**

Information regarding the changes in the fair value of the Organization's Level 3 investments for the years ended December 31 follows:

	<u>2012</u>	<u>2011</u>
<b>Level 3 Investments:</b>		
Beginning of year	\$ 3,650	\$ 3,915
Unrealized gains (losses)	-	(265)
Purchases, sales, issuance and settlements, net	-	-
End of year	<u>\$ 3,650</u>	<u>\$ 3,650</u>

**NOTE D – BENEFICIAL INTERESTS IN TRUST ESTATES**

The Organization is a beneficiary under two trust estates. Under the terms of one of the split-interest agreements, the Organization shall receive a one-sixth distribution of the net income, paid annually. All assets contributed to the trust estate are permanently restricted with income available for unrestricted use. Under the terms of the other split-interest agreement, the Organization shall receive a one-tenth distribution of the net income, paid annually. All assets contributed to the trust estate are permanently restricted with income available for unrestricted use.

	<u>2012</u>	<u>2011</u>
Total beneficial interests in trust estates	<u>\$ 299,508</u>	<u>\$ 288,545</u>

Return on beneficial interest consisted of the following at December 31:

	<u>2012</u>	<u>2011</u>
Investment income	\$ 12,833	\$ 7,700
Unrealized gain (loss) on beneficial interests	<u>10,963</u>	<u>(1,606)</u>
	<u>\$ 23,796</u>	<u>\$ 6,094</u>

**NOTE E – NOTES PAYABLE**

The Organization maintains a \$25,000 line of credit which is secured by cash, investments and equipment. The balance at December 31, 2012 and 2011 was \$15,875 and \$19,500, respectively. The line of credit bears interest at the prime rate (3.25% at December 31, 2012 and 2011), expires June 2013.

The Organization also owed an interest-free note payable due to a related party for \$5,000 as of December 31, 2011.

**NOTE F – BOARD DESIGNATED ENDOWMENT NET ASSETS**

As of December 31, 2012 and 2011, the Board of Directors has designated \$881,737 and \$726,353, respectively of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

**SHEBOYGAN COUNTY HUMANE SOCIETY, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2012 AND 2011**

**NOTE F – BOARD DESIGNATED ENDOWMENT NET ASSETS – Continued**

The Organization has a spending policy of appropriating for distribution each year a portion of its investments' fair value as of October 31 of the previous year. The amount is based on short-term interest rates. In establishing this policy, the Organization considered the long-term expected investment return on its endowment. The Organization has adopted an investment policy that attempts to maximize total return consistent with an acceptable level of risk. Endowment assets are invested in a well diversified asset mix, which includes equity and debt securities.

Composition of and changes in endowment net assets were as follows:

	<u>2012</u>	<u>2011</u>
Beginning of year	\$ 726,353	\$ 749,112
Investment income	14,580	10,102
Net appreciation (realized and unrealized)	79,709	(12,131)
Amounts appropriated for expenditures:		
Based on spending policy	(14,050)	(56,200)
Net assets reclassified as designated	75,145	35,470
End of year	<u>\$ 881,737</u>	<u>\$ 726,353</u>

**NOTE G – LEASE AS LESSOR**

The Organization is party to a vehicle use agreement with the Wisconsin Federated Humane Societies, Inc. The agreement is for one year with an automatic renewal option of one additional term ending in May, 2013. The agreement states the lessee will pay \$500 per month and will reimburse the Organization for the annual insurance premium. Total rental income is \$6,000 and \$4,175 as of December 31, 2012 and 2011.

**NOTE H – SIGNIFICANT CONCENTRATIONS**

Contributions from two donors accounted for approximately 26% for the year ended December 31, 2012. Contributions from three donors accounted for approximately 59% for the year ended December 31, 2011. Effective April 1, 2013, one of these donors, accounting for 16% and 12% of contributions for the years ended December 31, 2012 and 2011, respectively, discontinued their regular gifting.

**NOTE I – SUBSEQUENT EVENTS**

In January, 2013, the Organization purchased a vehicle from a related party in the amount of \$17,500.

The Organization has evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through July 2, 2013, the date on which the financial statements were available to be issued.

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a communication from John Webster and Jeff Stroub who are submitting a copy of a letter by the Wisconsin Department of Natural Resources dated November 14, 2013 indicating that a study has been performed and the properties assessment numbers 014431, 014356 and 014353 are deemed to be Wetlands by the Wisconsin Department of Natural Resources therefore payment of Special Assessment fees is not applicable.



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City Clerk

March 3, 2014

City Finance Department  
828 Center Avenue  
Sheboygan, WI. 53081

Re: **Billing for Real Estate Special Assessment Charges**  
**Assessment Numbers 014431, 014356 & 014353**

Ladies / Gentlemen;

Enclosed please find a copy of a letter authored by the Wisconsin Department of Natural Resources dated November 14, 2013.

This letter indicates a study has been performed and the properties represented by the Assessment Numbers indicated above are deemed to be Wetland by the Wisconsin Department of Natural Resources.

Thus these properties do not benefit from the referenced improvements completed for the Eisner Avenue Project. Therefore payment of the Special Assessment fees is not applicable.

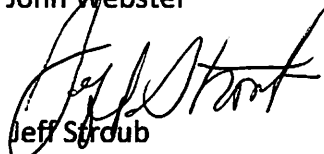
We trust this information may be of assistance in removal of the Assessment associated with the properties.

If we may be of further assistance, please contact us at your convenience.

Sincerely,



John Webster



Jeff Stroub

November 14, 2017

City Planning Department  
1000 Center Avenue  
Sheboygan, WI 53081

Re: Billing for Real Estate Services - 11/14/17  
Assessment Number 01441114486 W 014023

Dear Sir/Madam:

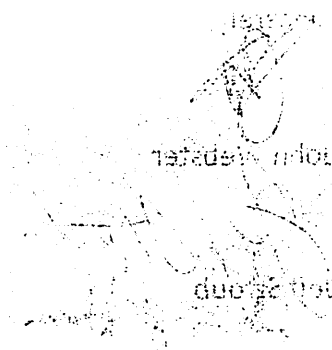
Enclosed please find a copy of a letter written by the Wisconsin Department of Natural Resources dated November 14, 2017.

The letter indicates a study has been performed and the results are as follows: Assessment Numbers indicated above are deemed to be Valued by the Wisconsin Department of Natural Resources.

If a these properties do not benefit from the referenced improvements, contact the Sheboygan Public Utility Board for the Special Assessment Fee. It is not a fee.

If you have any questions in regard to the assessment or the fee, please contact the public utility.

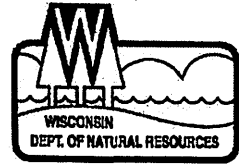
If we may be of further assistance, please contact us at your convenience.

  
John Webster  
City Planning Department

City Planning Department  
1000 Center Avenue  
Sheboygan, WI 53081

**State of Wisconsin**  
**DEPARTMENT OF NATURAL RESOURCES**  
Plymouth Service Center  
1155 Pilgrim Road  
Plymouth, WI 53073

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



11/14/2013

WIC-SE-2013-60-02487

Miller Engineers & Scientists  
Whitney Ruppel  
5308 S. 12th St.  
Sheboygan, WI 53081

RE: Wetland Delineation Report for 1 acre located in the SW1/4 of the NE1/4 of Section 11, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County

Dear Ms. Ruppel:

We have received and reviewed the wetland delineation report prepared for the above mentioned site by Miller Engineers & Scientists. This letter will serve as confirmation that the revised wetland boundaries as shown on the October 24, 2013 wetland delineation map are acceptable. Any filling or grading within these areas will require DNR approvals. Our wetland confirmation is valid for five years unless altered site conditions warrant a new wetland delineation be conducted.

In order to comply with Chapter 23.321, State Statutes, please supply the department with an electronic file, in CAD or GIS format, of all wetland boundaries delineated within the project area. The electronic file should utilize a State Plane Projection, and be overlain onto recent aerial photography. If a different projection system is used, please indicate what system the data are projected to. Please send these data to Calvin Lawrence (608-266-0756, or [calvin.lawrence@wisconsin.gov](mailto:calvin.lawrence@wisconsin.gov)).

If you are planning development on the property, you are required to avoid take of endangered and threatened species, or obtain an incidental take authorization or permit, to comply with the state's Endangered Species Law. To insure compliance with the law, you should submit an endangered resources review form (Form 1700-047), available at <http://dnr.wi.gov/topic/ERReview/Review.html>. The Endangered Resources Program will provide a review response letter identifying any endangered and threatened species and any conditions that must be followed to address potential incidental take.

In addition to contacting WDNR, be sure to contact your local zoning office and U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project. If you have any questions, please contact me at (920)892-8551 or email [Stacy.Hron@Wisconsin.gov](mailto:Stacy.Hron@Wisconsin.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Stacy Hron'.

Stacy Hron  
Wetland Identification Specialist

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CITY FINANCE DEPARTMENT  
828 CENTER AVE  
SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 014431

BILLING DATE: 2/18/14

WEBSTER, JOHN R.  
& CATHREEN L.  
3425 N. 8TH ST.

SHEBOYGAN WI 53083

3425 N. 8TH ST.  
SEC 11 T15N R23E  
PRT NE 1/4 SW 1/4 LOT 1 CSM  
REC IN VOL 7 P 199 AS DOC  
#1121505 R.O.D.

The assessment covering the cost of PAVING on EISNER AVENUE from NORTH 21ST STREET to NORTH 8TH STREET in the amount of \$8,604.02 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.
2. By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2014, without interest. If mailed, call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing APRIL 01, 2014.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 10 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 10 successive tax rolls.

These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2015	8,604.02	860.40	198.09	1,058.49
2016	7,743.62	860.40	237.73	1,098.13
2017	6,883.22	860.40	211.31	1,071.71
2018	6,022.82	860.40	184.90	1,045.30
2019	5,162.42	860.40	158.49	1,018.89
2020	4,302.02	860.40	132.07	992.47
2021	3,441.62	860.40	105.66	966.06
2022	2,581.22	860.40	79.24	939.64
2023	1,720.82	860.40	52.83	913.23
2024	860.42	860.42	26.41	886.83
TOTALS		8,604.02	1,386.73	9,990.75

Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:  
91.27 FT PAVING @ \$ 94.27/FT = \$8,604.02

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NOTICE OF POSTPONEMENT: ASSESSMENT NO. 014431  
AMOUNT \$8,604.02

TO CITY CLERK'S OFFICE:

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CITY FINANCE DEPARTMENT  
 828 CENTER AVE  
 SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 014356

BILLING DATE: 2/18/14

WEBSTER, JOHN & CATHREEN  
 & STROUB, JEFFREY B.  
 3425 N. 8TH ST.

SEC 11 T15N R23E  
 PRT GOV LOT 3 NE1/4 SW1/4  
 LOT 2 CSM REC IN VOL 8 P 362  
 AS DOC #1186026 ROD

SHEBOYGAN WI 53083

The assessment covering the cost of PAVING on EISNER AVENUE from NORTH 21ST STREET to NORTH 8TH STREET in the amount of \$25,041.88 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.
2. By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2014, without interest. If mailed, call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing APRIL 01, 2014.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 10 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 10 successive tax rolls.

These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2015	25,041.88	2,504.18	576.63	3,080.81
2016	22,537.70	2,504.18	691.91	3,196.09
2017	20,033.52	2,504.18	615.03	3,119.21
2018	17,529.34	2,504.18	538.15	3,042.33
2019	15,025.16	2,504.18	461.27	2,965.45
2020	12,520.98	2,504.18	384.39	2,888.57
2021	10,016.80	2,504.18	307.52	2,811.70
2022	7,512.62	2,504.18	230.64	2,734.82
2023	5,008.44	2,504.18	153.76	2,657.94
2024	2,504.26	2,504.26	76.88	2,581.14
TOTALS		25,041.88	4,036.18	29,078.06

Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:  
 265.64 FT PAVING @ \$ 94.27/FT = \$25,041.88

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NOTICE OF POSTPONEMENT: ASSESSMENT NO. 014356  
 AMOUNT \$25,041.88

TO CITY CLERK'S OFFICE:

CITY FINANCE DEPARTMENT  
828 CENTER AVE  
SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 014353

BILLING DATE: 2/18/14

STROUB, JEFFREY

707 EISNER AVE

SHEBOYGAN WI 53083

SEC 11 T15N R23E  
THE N 10' OF LOT 2 OF CSM  
REC IN VOL 8 PG 362, ALSO  
PRT OF TRACT 1 & TRACT 3 OF

The assessment covering the cost of PAVING on EISNER AVENUE from NORTH 21ST STREET to NORTH 8TH STREET in the amount of \$1,002.09 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.
- ② By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2014, without interest. If mailed, call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing APRIL 01, 2014.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 5 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 5 successive tax rolls.

These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2015	1,002.09	200.41	23.04	223.45
2016	801.68	200.41	24.61	225.02
2017	601.27	200.41	18.46	218.87
2018	400.86	200.41	12.31	212.72
2019	200.45	200.45	6.15	206.60
TOTALS		1,002.09	84.57	1,086.66

Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:  
10.63 FT PAVING @ \$ 94.27/FT = \$1,002.09

NOTICE OF POSTPONEMENT: ASSESSMENT NO. 014353  
AMOUNT \$1,002.09

TO CITY CLERK'S OFFICE:

I, the undersigned, being the present true owner of this property, do hereby agree to make payment in full for this special assessment on or before November 1st according to Section 66.54 (7) (e), Wisconsin Statutes.

Name \_\_\_\_\_

Date: \_\_\_\_\_

**II**

R. O. No.     - 13 - 14. By PURCHASING AGENT. March 17, 2014.

Submitting an evaluation of Request for Proposal #1838-14 received on March 10, 2014 for providing Financial Advisory services through March 31, 2016.

The services to be provided were formerly referred to as Bond Counsel Services. Essentially, the services to be provided under the agreement are the same with the exception of the provision of representation in legal matters related to bonding.

The City received two proposals:

**WI Public Finance**

**Professionals, LLC Milwaukee**

**Cost per issue**

General Obligation **Bond Issuance**

\$1 Million to \$4 million

\$ 11,750.00

To \$ 15,500.00

Hourly Rates (if required)

Financial Advisor...\$ 75.00

Sr. Analyst.....\$ 50.00

Jr. Analyst..... \$ 40.00

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**Ehlers, Brookfield**

General Obligation **Bond Issuance**

\$1 Million to \$4 million

\$ 16,000.00

Hourly Rates (if required)

Sr. Financial Advisor...\$ 200.00

Sr. Disclosure Coord. \$ 110.00

The cost of services is based on three anticipated issues.

The evaluation team feels that the proposal of WI Public Finance Professionals, LLC will provide the best value for the services provided.

Therefore it is recommended that the Purchasing Agent be authorized to enter into contract with WI Public Finance Professionals LLC for providing financial advisory /bond counsel services.

Respectfully submitted,

Bernard Rammer  
Purchasing Agent

III

R. O. No.            - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a communication from Kevin Hartl requesting a waiver from the Sex Offender Residency restrictions in order to live at 1312 Pennsylvania Ave.

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

Date 3-6-14

My name is Kevin Hartl

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1312

Pennsylvania Ave.

Signature Kevin Hartl

Phone No 920-331-1960

II

R. O. No.            - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a communication from Alderperson Lewandoske regarding parking problems in the 1500 block of N. 33<sup>rd</sup> Pl. and suggests that no parking signs be place on the side of the street that KinderCare is located.

*Lucas Richards*

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City Clerk

## **Richards, Susan**

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**From:** Scott Lewandoske <sheboygan@bytehead.com>  
**Sent:** Saturday, March 08, 2014 12:50 PM  
**To:** Richards, Susan  
**Subject:** Please add to agenda for next common council meeting

Sue,

Could you add the following communication to the Common Council agenda to be referred to Public Protection and Safety?

On Monday, March 3, Alan Mueller of 1605 North 33rd Place spoke with Ald. Thiel and myself about parking problems in the 1500 block of North 33rd Place and requests that something be done about the parking problems. His suggestion to put up no parking signs on the side of the street by Kinder Kare.

Mr. Mueller stated that cars from employees at Kinder Kare are parking on the narrow street, creating traffic hazards. Among the hazards are , cars parked on the side of the street, make the street a one lane street. Cars coming from the north or south have to wait for cars from the opposite direction to go around the cars parked by Kinder Kare. With cars parked there, snow plows cannot plow the driving lanes for traffic.

Bigger trucks, such as Sheboygan Fire Trucks, scrap branches of the trees located on the west side of the street, causing damage to trucks.

In addition, Mr. Mueller stated that kids like to run out from between these parked cars.

On Thursday, March 6, I went to check the area by Linder Kare. I was in the area for about 5 minutes and in that time, I saw four cars that had to stop and wait for another car from the opposite direction drive past the cars parked on the side of the road, before they could proceed. I also observed that there were four cars parked on the side of the street by Kinder Kare, but Kinder Kare's parking lot had room for at least eight more cars to park in the lot. In addition, there is another parking lot across the street from Kinder Kare that was less than half full. I am sure arrangements could be made for some cars from Kinder Kare to park in that lot.

I also believe that Kinder Kare should fall into the same category as schools and not have parking allowed on the side of the street where the school is located.

Scott Lewandoske  
5th District Alderman

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CHIEF OF POLICE. March 17, 2014.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my annual report showing the activities of my department for the period commencing January 1, 2013 and ending December 31, 2013.

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Chief of Police



# SPD

## ANNUAL REPORT 2013

Serving the community for over 100 years

Christopher Domagalski  
CHIEF OF POLICE

1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081  
(920)459-3333



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**OUR VISION:** To be the safest community in America.

**OUR MISSION** is to be the model of excellence in policing by working in partnership with the community and others to:

**FIGHT** crime, the fear of crime and disorder;

**ENFORCE** laws while safeguarding the constitutional rights of all people;

**PROVIDE** quality service to all our residents and visitors; and

**CREATE** a work environment in which we recruit, train and develop an exceptional team of employees.

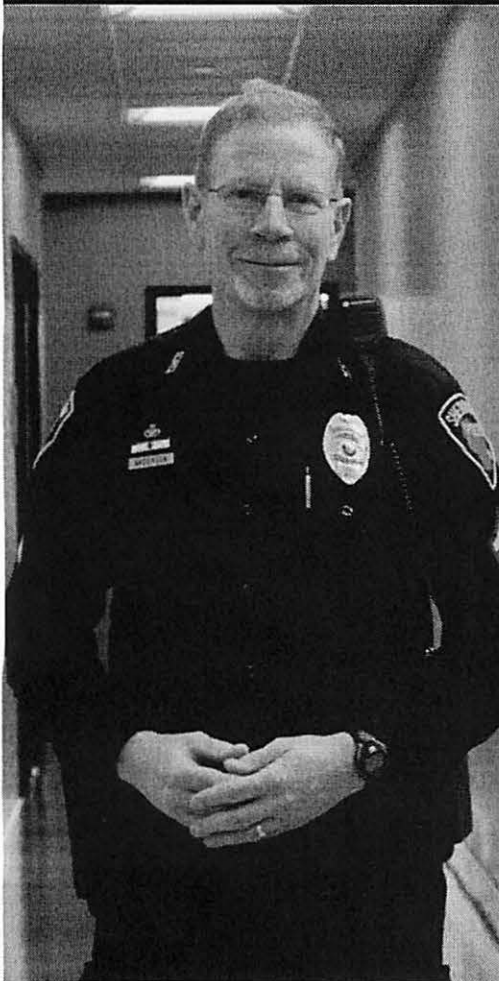


**Sheboygan**  
Police Department

# VALUES



We, the men and women of the Sheboygan Police Department, value:



**PROFESSIONALISM**  
**ACCOUNTABILITY**  
**LEADERSHIP**  
**COMPETENCE**  
**TEAMWORK**  
**INTEGRITY**





The Sheboygan Common Council and Mayor Michael Vandersteen

## ***A Message from the Mayor***

The Mayor's Office and the Sheboygan Common Council have endorsed the efforts of the Sheboygan Police Department to keep our community safe and secure. The protection of our residents is a top priority for the sworn officers that serve under the leadership of Chief Christopher Domagalski.

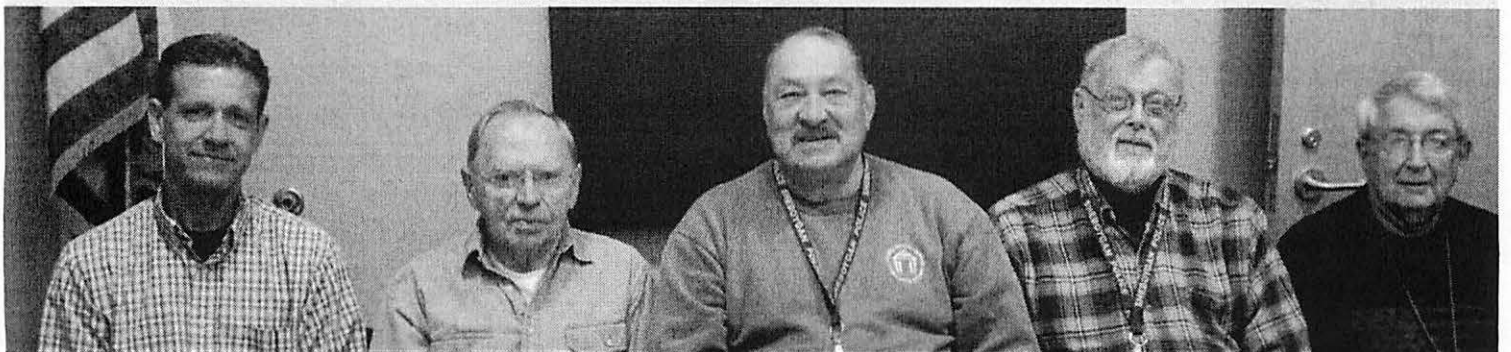
As Mayor, I am committed to working closely with the Sheboygan Police Department to keep Sheboygan a safe city and a great place to live, work and play. I support the neighborhood policing program of the department and look forward to establishing a Mayor's Leadership Cabinet this year to work directly with the established neighborhood associations to reinforce these efforts.

There are always new challenges to deal with. This last year, we saw the department respond in cooperation with Sheboygan County School Districts, Social Services, non-profit agencies, area health care organizations, and local law enforcement, and they have initiated a project aimed at reducing the social harm caused by heroin addiction and prescription drug abuse. This collaborative, community-based initiative is aimed at understanding the extent of the problem within our community, identifying service gaps, and increasing community education to reduce harm.

These proactive policing strategies of the Sheboygan Police Department will keep Sheboygan one of the safest cities of its size in the United States.

Mike Vandersteen, Mayor

## ***Police & Fire Commission 2013-2014***



From left to right: Secretary Andrew Hopp, Commissioner Val Schultz, Commissioner Robert Lettre, Sr., President James Pragatz, Commissioner Henry Jung

# 2013-2014 Alderpersons

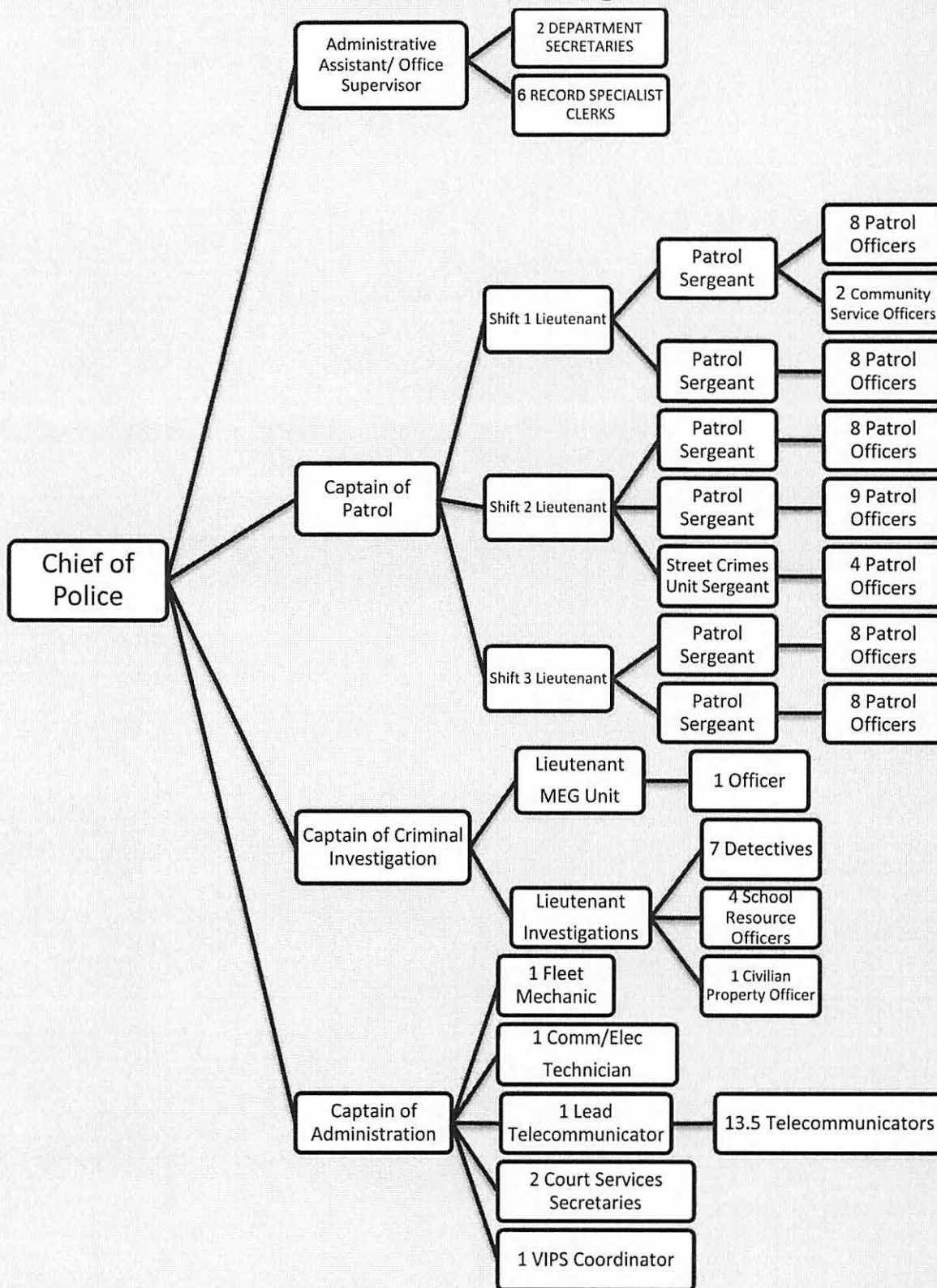


City of  
**Sheboygan**  
spirit on the lake.

District	Wards	Alderperson	Address	Phone
1	1-3	Ty Dassler	2425 N. 9th Street	918-5588
		John Belanger	2622 N. 3rd Street	946-2738
2	4-9	David Van Akkeren		783-6011
		Jodi Vander Weele	2110 Martin Avenue	980-5400
3	10-12	Darryl Carlson	917 Bluff Avenue	452-3196
		Scott Versey	119 Lincoln Avenue	803-1880
4	13-15	Kevin Matichek	1114 N. 9th Street	254-1410
		Mary Lynne Donohue	418 St. Clair Avenue	458-1027
5	16-18	Billy Thiel	1703 N. 37th Street	918-0033
		Scott Lewandoske	2201 Erie Avenue	452-5709
6	19-21	Mark Hermann	1441 Parkview Terrace	452-3297
		Joel Pentico	1521 S. 12th Street	208-9819
7	22 & 23	Don Hammond	4819 Ferndale Court	451-8992
		Susan Lessard	5016 Moenning Road	458-5662
8	24-26	Joseph Heidemann	4819 S. 12th Street	254-4203
		Jim Bohren	1526 Knoll Crest Drive	395-2230

Chief Administrative Officer James Amodeo

# SPD Table of Organization



# Chief Domagalski's Message



I am pleased to share with you the 2013 Annual Report for the Sheboygan Police Department. In the following pages, you will read of how we work each day to accomplish our mission to reduce crime, fear and disorder in Sheboygan. I am proud of the work that the men and women of the Sheboygan Police Department have done.

This past year we have continued to focus our efforts around the city's neighborhoods. I am pleased to report an overall decrease in Part 1 crime of 18% from 2012 and a 30% decrease from 2009. The number of burglaries and thefts reported are the lowest in more than 30 years. We understand proactive policing, problem-solving, and the development of police community relationships, as well as social bonds among residents, have contributed to this decrease while strengthening our neighborhoods and developing their capacity to sustain civic life.

We also understand the importance of engaging the community, building relationships and utilizing intelligence and information to prevent the next crime. Evidence of these activities can be seen in the increase in neighborhood meetings, the introduction of podcasting and the work of the Tavern Safety Coalition. Sharing the responsibility for safety in our entertainment areas with tavern owners and working together to hold offenders accountable has increased safety in these areas and opened important lines of communication between these business owners and the Police Department. I am grateful for their willingness to partner with us. We have encouraged our officers to have a sense of ownership for their beats and to employ directed tactics rather than depending on random patrol to solve neighborhood problems.

This past year we partnered with the State of Wisconsin, the United States Attorney's Office, the Milwaukee Police Department, the Center for Problem Oriented Policing, Acuity, and many others to provide critical training to our officers and officers throughout the state on topics such as problem oriented policing, human trafficking, interrogation, forensic interviewing, critical incident response and Fair and Impartial policing.

Our vision is for a Sheboygan that is the safest city of its size in the United States. We realize that we cannot address crime problems in this city alone. We have a duty to involve members of the community in matters that impact upon the quality of their lives. We are renewing and developing new community bonds every day to ensure that the people most impacted by crime have a voice in identifying and resolving problems in their neighborhoods. We understand that our efforts must be tailored to the unique needs of each neighborhood and we recognize our success would not be possible without citizens that are willing to work with us and take steps to prevent crime. We are grateful for all of your help and your willingness to work with us!

Finally, while we have accomplished much, we know we're not done. We will continue to make improvements within our organization and we will never stop trying to do better. We are the police and this city depends on us! We are in this together and we look forward to working with each of you on the problems that present themselves in 2014.

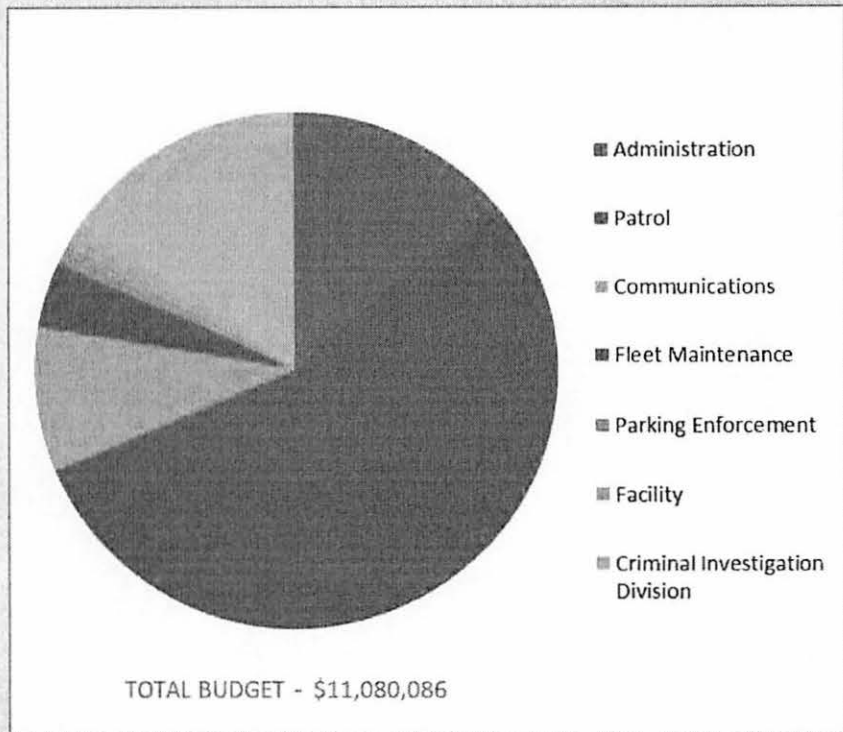
Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Domagalski', written over a white rectangular background.

Christopher Domagalski  
Chief of Police  
Sheboygan Police Department



2013 Budget	
Administration	1,544,401
Patrol	6,064,921
Communications	991,901
Fleet Maintenance	467,008
Parking Enforcement	121,725
Facility	150,471
Criminal Investigation Division	1,739,659
<b>Total Budget</b>	<b>11,080,086</b>



## Internal Investigations

Thirty-eight (38) internal investigations were conducted in 2013. Of those investigations, twenty-two (22) were initiated by the Department, and sixteen (16) were citizen complaints.

### 2013 INTERNAL COMPLAINTS

INVESTIGATIVE FINDINGS	#
<b>SUSTAINED</b>	15
<b>NOT SUSTAINED</b>	3
<b>UNFOUNDED</b>	3
<b>EXONERATED</b>	
<b>NO FORMAL COMPLAINT</b>	
<b>PENDING</b>	1

### 2013 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
<b>SUSTAINED</b>	3
<b>NOT SUSTAINED</b>	1
<b>UNFOUNDED</b>	11
<b>EXONERATED</b>	
<b>NO FORMAL COMPLAINT</b>	
<b>WITHDRAWN</b>	1

- \*\*\*
- Sustained = The allegation is supported by sufficient proof.
  - Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
  - Unfounded = The allegation is false or otherwise not based on valid facts.
  - Exonerated = The incident that occurred or was complained against was lawful and proper.

# 2013 SPD Accomplishments

- Reduced overall Part 1 crime by 18%.
- Participated in over 100 community outreach activities, including 24 neighborhood meetings with members of 19 neighborhoods.
- Received recognition for our partnership and work with the Gateway Neighborhood Association.
- Partnered with UW- extension, the Sheboygan County Family Resource Center and Sheboygan County nonprofits to develop and start-up the "Strengthening Families Program" in Sheboygan County.
- Partnered with Sheboygan nonprofits and businesses to hold Four (4) prescription drug drop-off events.
- Partnered with the Wisconsin DOJ to provide training on Biased Policing to entire supervisory staff of the Sheboygan Police Department and other area law enforcement supervisors.
- Partnered with WI DOJ to deliver Interview and Interrogation training to 149 Law Enforcement Officers.
- Hosted specialized training for area departments on cell phone data extraction and child interviewing.
- Partnered with other Law Enforcement and Crime Prevention Organizations to organize 2nd Annual Wisconsin Problem Oriented Policing Conference.
- Partnered with WI DOJ and other Law Enforcement Agencies to provide Statewide Training on Crisis Management.
- Performed two quality assurance surveys to ensure citizen satisfaction with program activities in the areas of deferred response and Data Driven Approaches to Crime and Traffic Safety.
- Developed and delivered first Asian Citizen's Academy.
- Developed and implemented podcast program to increase availability of local information on department operations and crime prevention.
- Worked with partners to develop and implement a Truancy Abatement Plan and Truancy Court at South High School.
- Joined Human Trafficking Task Force to increase education, awareness and investigation of Human Trafficking across the State of Wisconsin. Successfully investigated and presented two Human Trafficking cases to the US Attorney's office for federal prosecution.
- Successfully implemented technology upgrades including, Munis payroll and an Automated License Plate Recognition System.
- Partnered with Departments of Development and Building Inspection to provide Landlord Training Program.
- Provided active shooter presentations and conducted security surveys for local schools and area businesses.
- Held two bike rodeos to increase traffic safety and build trust with our community's youth.
- Graduated Junior Police Academy Class.
- Graduated four members from "Leadership in Police Organizations" (LPO) training, one member from LPO instructor training and one member from the Southern Police Institute's Administrative Officers Course.

# 2014 Sheboygan Police Department Goals

## Goal # 1 – Reduce Crime, Fear and Disorder

**Activities:** Identify Prolific Offenders and work with Probation and Parole, Prosecutors and the Courts to connect them with support services and/or develop criminal cases for prosecution.  
Effectively apply Compstat principles.  
Attack Crime in Hotspots through Pattern and Trend Analysis.  
Take problem solving approach to identified problems.  
Focus on prevention not just enforcement.  
Continue partnership with building inspection and other partners to address blight.

**Expected Outcomes:** Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1340.  
Individual crime targets as follows: Robbery < or = 15, Aggravated Assaults <= 90,  
Burglary < or = 175 and Theft < or = 1000.  
Total Accidents < or = 1550

## Goal # 2 – Build Community Trust

**Activities:** Coordinate release of information by the Department for greater community saturation.  
Build Neighborhood capacity by continuing to promote Neighborhood Associations and Watch Groups.  
Increase direct contact with Citizens through meetings, park and walk and bicycle patrols.  
Identify community issues and address through collaborative approach at the neighborhood level.  
Work with our schools to enhance safety and security for students.

**Expected Outcomes:** Increase department messaging through coordinated release of information.  
Coordinate and hold more than 25 neighborhood meetings.  
Maintain or increase number of traffic stops and Field Interviews.  
Increase documented collaborative problem solving initiatives.  
Measureable deployments of foot and bicycle patrols.

## Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

**Activities:** Create Public Value.  
Implement Munis parking ticket solution.  
Implement LEXIPOL policy and training module.  
Establish Civilian Crime Analyst Position.  
Update in-squad video system and interview room video system.  
Review records workflow and continue to plan for consolidated dispatch.

**Expected Outcomes:** Operate within authorized budget.  
Identify areas of potential cost savings and/or process improvement.  
Ensure that the use of police authority is fair and impartial through tracking of complaints, thorough investigation, identification of trends and responsive training.  
Continue to move forward with training and planning for consolidated dispatch.

## Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

**Activities:** Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals.  
Celebrate successes of organization.  
Deliver key training across divisions.  
Complete creation and implementation of peer support group.  
Continue Leadership in Police Organization training for all levels of the department.  
Build and maintain effective working relationship with Patrol Association.

**Expected Outcomes:** Greater Camaraderie, Trust and Pride among all Police Department employees.  
Use Biz Library as a training tool for civilian employees and develop training plan for each employee.  
Identify and deliver specialized training in most efficient manner.  
Graduate at least four additional members from LPO training.  
Deliver Fair and Impartial Policing training.  
Develop means to deliver training on Crisis Intervention.  
Hold monthly meetings with Patrol Association to identify and resolve issues and identify opportunities for collaboration.

# 2013 New Hires



Telecommunicator  
Jennifer Klinzing



Records Specialist Clerk  
Christin Schwartz



Records Specialist Clerk  
Deb Landgraf

Jennifer Klinzing began employment in the SPD Communications Center in May of 2013. Christin Schwartz joined the SPD Records Department in September of 2013 and Deb Landgraf begin in the same department in October of 2013.

# 2013 Retirees



Lori Kanitz



Roberta Rotsted

After nearly 17 years of service, Lori Kanitz retired from the Sheboygan Police Department in August of 2013. Roberta Rotsted retired in August, 2013 as well, after 14 years of service to the Department.

# New Technology

## **MUNIS ESS (Employee Self Service)**

Munis Self Service Solutions provides employees with fast and easy access to important information anytime and from anywhere. Employees can easily monitor and maintain personal and employment information, including paid time off accruals and requests, pay and contract history, and benefits selections. This new technology allows employees to view their data in real time from any computer with a secure internet connection. This capability eliminates paper time sheets and also allows the City to discontinue providing employees with a paper copy of their paystub every pay period.

## **POINT & PAY**

In 2013, the Sheboygan Police Department, in conjunction with the City of Sheboygan Finance Department, implemented a new credit card payment software called Point & Pay. All credit card transactions include a convenience fee to the customer. The change is the first step in moving towards on-line payment in the future.

## **ALPRS (Automated License Plate Recognition System)**

In November of 2012, the Sheboygan Police Department implemented an Automated License Plate Recognition System (ALPRS) into our operations. The ALPR allows us to read thousands of license plates each day. These reads are compared against various hot lists, which will immediately notify the officer if there is a match. A "hit" on a hotlist would indicate that the vehicle is stolen, the plates are suspended or revoked, associated with an AMBER alert, or being sought in a particular investigation.

The technology consists of a four-camera system mounted around the light bar, providing four different possible angles to capture license plates. It stores each read with an image of the license plate and vehicle, GPS coordinates, date and time. That data can then be plotted on a map and used for investigative purposes.

The ALPRS has been successfully deployed to help resolve several cases. During a road racing incident, the officer was only able to pull over one of the vehicles, but had a description of the second vehicle involved. Searching the ALPRS database, the officer found the image of the other vehicle along with the plate and was able to make an arrest.

On another occasion, the Racine Police Department called to provide us with the plate of a vehicle associated with a homicide suspect. Investigators found the plate in our ALPRS database, parked in front of a house that we were able to associate with the suspect. We made contact there and took the suspect into custody. The ALPRS has also been instrumental in solving a stolen auto complaint, a strong armed robbery, and retail theft.

In February of 2013, the Sheboygan Police Department became one of the original members of the Wisconsin ALPRS Association. The Association created a policy which governs its own ALPRS database. Reads are only kept for a limited period of time, and can only be accessed for the purposes of legitimate, law enforcement investigations.



The Administrative Services Division is under the supervision of Cpt. Bob Wallace.

"2013 has proven to be a challenging, yet productive year. Much of the activity and work in the division has been centered on our continued commitment to the education and training of our personnel. We have made many significant accomplishments to this end."

*Captain Bob Wallace*

## Administrative Services Division

Early this year our Department hosted a nationally-recognized two-day training program entitled, "Fair and Impartial Policing". The training was provided by Dr. Lorie Fridell, a former Director of Research at the Police Executive Research Forum (PERF). The training provided a scientific and research-based examination of bias and discrimination in policing. Most SPD Command Staff attended this training, which we made available to other departments.

With the support of a grant from the Wisconsin Department of Justice - Training and Standards Bureau, and the use of the Acuity Insurance training facility, we were able to provide our Department personnel with high quality training in "Strategies for the Recorded Interview". Instruction was provided by Neil Nelson, a retired Commander of the Robbery/Homicide Division of the St. Paul Minnesota Police Department. This training was also made available to other local and state police agencies and a total of 149 officers attended.

We also secured grant funding from the WI Dept. of Justice and Children's Hospital of Wisconsin to provide several police personnel and local social workers from the Sheboygan County Dept. of Human Services training in "Forensic Child Interviewing." This training is invaluable when investigating cases of child sexual abuse and in debriefing children who are victims or witnesses of other crimes.

SPD also hosted a three-day Cellebrite training session on the use of cell phone technology and data retrieval during criminal investigations.

Our department also hosted regional training for dispatchers who need to recertify their skills in the use and management of the State of Wisconsin TIME System. This is the records and data system

used statewide by law enforcement and other criminal justice personnel to share information.

This year we were very proud to see Lieutenant Kurt Brasser graduate from the 129<sup>th</sup> Session of the "Administrative Officers Course" at the Southern Police Institute at the University of Louisville, Kentucky. This intensive, graduate level course covers law enforcement leadership, administrative and management functions, and understanding organizational performance.

In 2013, we continued to provide "Leadership in Police Organization" training to four of our sworn personnel. Under the guidance of the International Association of Chiefs of Police, this course was adapted for law enforcement as derived from materials used in a required course in the Department of Behavioral Sciences and Leadership at the U.S. Military Academy in West Point, NY. The course helps leaders understand and apply modern behavioral science and leadership theories that enhance human motivation, satisfaction, performance, and development to achieve organizational goals. It is also intended to help develop and achieve personal leadership. We were proud to see Lieutenant Scott Mittelstadt accepted to and graduate from training as an "LPO Instructor."

Police personnel attended a wide variety of ongoing specialized training necessary to maintain state of the art skills and our ability to provide competent service. These training sessions include Technical Traffic Accident Investigation and Reconstruction, Evidence Technician Certification, Basic Crisis Negotiation Training, Emergency Tactical Response, Crime Prevention through Environmental Design, and many other areas of expertise.

# Legislative Efforts

The Administrative Division was quite active throughout the year on a long term legislative project initiated to enhance public safety. Several members of the Sheboygan Police Department have worked diligently with State Senator Joseph Leibham and State Representative Michael Endsley to create a new Wisconsin law to enable law enforcement officers in our state to work more closely with probation and parole agents to monitor individuals who have been released to community supervision.

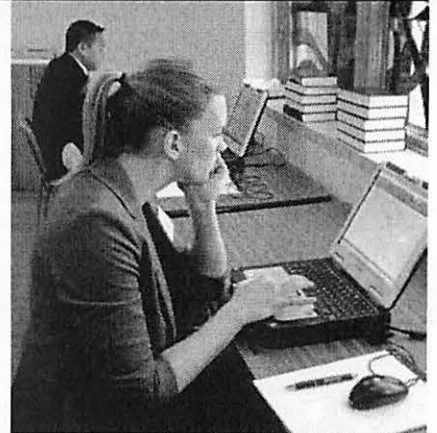
On December 12, 2013, Chief Christopher Domagalski, Senator Joseph Leibham and State Representative Michael Endsley were present at the

State Capitol to witness the Governor Scott Walker sign SB40 into law (Act 79). Senator Joseph Leibham complemented the, "grassroots efforts of the Sheboygan Police Department to advance this legislation." We will now continue our work with the Wisconsin Department of Justice and the Wisconsin Department of Corrections to develop model policies and procedures to ensure that the new law is executed in an effective appropriate manner. The Sheboygan Police Department is very thankful and proud of the efforts of Senator Joseph Leibham and Representative Michael Endsley in making these legislative changes become a reality.

## Lexipol

In 2013, we completed the first draft of the new Sheboygan Police Department policy manual. We will soon begin using the new manual to guide police operations and the delivery of police services. This policy manual is the product of a collaborative effort with Lexipol, a policy development company that specializes in police agencies. The policy content can roughly be divided into four areas of origin and importance: Federal Statute and Case Law, State Statute and Case Law, Regional Best Practices, and Discretionary Policy. Through the utilization of the law enforcement

subject matter experts and legal professionals at Lexipol, our department will have a policy manual that is legally defensible and consistent with the best practices in contemporary law enforcement. It should be noted that the Lexipol knowledge management system is a web-based product that will enable our department to continually update and improve our department policy manual with the guidance and research provided by Lexipol's legal staff and subject matter experts. This will enable continuous improvement that will keep our agency and our police officers safe.



Early this year the Administrative Division, in conjunction with the City of Sheboygan Police and Fire Commission, completed an eligibility list of police officer recruits/candidates. Several very well-qualified candidates were identified and this list will be utilized to fill vacancies within the Department's ranks should there be retirements or other opportunities in the near future.

The Administrative Division has continued to act as the liaison with the Dept. of Planning and Development, to collaborate on matters of code enforcement, neighborhood revitalization, and a landlord training program. We also partnered with the City Attorney's Office to create a city ordinance to prohibit overnight parking of many RV and utility trailers on city streets.

Although the police facility is still relatively young, it is beginning to require increasing attention to the

maintenance and repair of mechanical and other systems.

With the assistance of our City DPW personnel, Fleet Mechanic Dave Daniels, and Electronics Technician Russ Schreiner, we are able to maintain many systems in the most cost effective manner. Larger projects require that we contract out for services.



The Criminal Investigation Division is under the supervision of Cpt. James Veese.

"In 2013, the Criminal Investigation Division (CID) continued to handle complex investigations with an emphasis on improving and utilizing technological crime solving tools. These efforts led to the clearance of several high profile investigations."

*Captain James Veese*

# Criminal Investigation Division

The Criminal Investigation Division investigated one homicide in 2013 and this resulted in the arrest of a male subject from Oshkosh. The man was sentenced to prison in January, 2014. In addition, CID has aggressively been investigating any drug-related overdose deaths that have a nexus to the supplier. In July of 2013, detectives handled the heroin-related overdose death of a 30-year-old woman which led to the arrest of her supplier for Reckless Homicide.

In 2013, CID continued to work successfully with federal law enforcement agencies. In March of 2013, detectives along with the US Secret Service arrested a 28-year-old man who was professionally producing and dispensing numerous counterfeit currency. In June of 2013, detectives along with the FBI and Milwaukee Police Department arrested two suspects in the robbery of the United One Credit Union. In November of 2013, detectives along with the assistance of FBI agents arrested two suspects for bomb threats that occurred within an area industrial business. The continued partnership with federal agencies has resulted in clearance of cases that have statewide impact.

In June of 2013, each detective was assigned one of seven city districts in which they were required to monitor property crimes and prolific offenders. The ability to utilize Spillman-generated data, along with crime bulletin reports provided by the Records Division, has assisted with this effort. The Division has also

incorporated the use of Dragon software in order to complete reports without the utilization of a transcriptionist. In addition, the use has immensely assisted police personnel in recovering digital evidence while also verifying recollection of events by witnesses, victims and suspects. As new technologies are incorporated into daily procedures performed within CID, this in turn is transferred to use by other officers through training by experienced personnel.

In September, 2013, the fully funded STEPWISE training attended by officers within CID and the Patrol Division resulted in the increased ability of department personnel to handle child abuse and sexual assault investigations in a more efficient manner. The utilization of recorded STEPWISE interview techniques is preferred when interviewing children in order to avoid having the child testify during court proceedings. The newly trained officers now can continue their investigations without specifically needing a trained detective or School Resource Officer.

The Criminal Investigation Division handles all seizures related to criminal investigations. In 2013, this resulted in the confiscation of two vehicles and approximately \$10,000. In addition, the utilization of Wisconsin Surplus Auction continues to be an efficient alternative for the sale of confiscated and abandoned vehicles.

# The Heroin Initiative

In June of 2013, the Sheboygan Police Department applied and was approved for an \$18,000.00 grant from the Wisconsin Department of Justice to address heroin issues within our community. This stemmed from the noticeable increase in heroin-related arrests, heroin-related overdoses, and seizure of heroin. The ACUIITY foundation led by CEO Benjamin Salzman generously assisted the community effort and donated \$100,000.00. On September 26, 2013, Attorney General J. B. VanHollen announced the Sheboygan Police Department as a grant recipient at King Park.

The heroin initiative has resulted in the formation of a consortium of area professionals under the



**You don't take heroin.  
It takes you.**



TheFlyEffect.com

Wisconsin Department of Justice | Sheboygan County Service Providers

umbrella of "Sheboygan County Service Providers". These members have developed educational talks for the community and schools, incorporated billboards along the roadways, produced educational pamphlets, and addressed the issue on local television and in the newspaper. The members also are examining how to provide services while addressing service gaps within their own organizations.

Future endeavors by members involve providing speakers within schools to talk with students, developing a professional video discussing the dangers of heroin and prescription pill use that can be dispersed to students/parents, and discussing a rehabilitation facility amongst area health care professionals. This county-wide effort has created talk amongst citizens and inspired further action to address the prescription drug and heroin issue affecting the entire country.

# Woman Officer of the Year



Sabena of the Wauwatosa Police Department.

On October 11, 2013, Detective Tamara Remington was selected as a co-recipient of the "Woman Officer of the Year" award presented by the Wisconsin Association of Women Police. Remington shared this honor with Officer Jennifer

Remington was promoted to detective in March of 2012 and was involved in several high profile investigations that involved human trafficking, homicide and bank robbery. Her cases have resulted in several being adopted by the U.S. Attorney's Office in Milwaukee and leading to federal prosecution. Remington's involvement in the Jason Guidry arrest in August 2012 led to the first ever acceptance of a human trafficking case by the federal government by an officer within Sheboygan County.



The Patrol Division is under the supervision of Cpt. Steve Cobb.

"Patrol officers are the most visible representatives of city government, and most often are the first point of contact for any police services. Patrol Officers are responsible for responding to and investigating reports of crime, identifying and suppressing criminal activity, investigating traffic crashes, responding and coordinating responses to emergencies, and providing police service to our citizenry."

*Captain Steve Cobb*

## Patrol Division

The Patrol Division is the largest division within the Police Department and is administered by a Patrol Captain, 3 Lieutenants and 7 Sergeants. The division of 63 sworn officers is divided into three work shifts, with each shift being commanded by a Lieutenant and two Sergeants. Also included in the Patrol Division is the Street Crimes Unit, supervised by a Sergeant.

The Patrol Division is at the forefront of a neighborhood-based, community-orientated policing strategy. The overall goal of this initiative is to reduce crime in the City of Sheboygan and the fear of crime by citizens in the City of Sheboygan.

Objectives of this crime strategy include identifying neighborhoods throughout the city and forming specific plans to deal with the unique activities in those areas. The Police Department has identified 75 individual neighborhoods within the City and has assigned an officer to each of those areas. Each officer completes an annual neighborhood plan that identifies the characteristics of an area, the crimes associated with that area, the primary stakeholders within that area and a specific policing strategy. Officers set specific policing objectives that, in conjunction with the stakeholders of a neighborhood, provide direction and engagement from everyone.

The goal of the neighborhood officer is to form an intimate bond with the neighborhood they patrol, so that residents and businesses can be quickly mobilized to address trends before they impact the quality of life, and to work with the residents of a community to identify and suppress criminal activity. A key to success is communication between patrol officers and community members who live and work in those same areas. In 2013, officers conducted over 86 different types of community outreach

events. These activities encourage interaction between police officers and citizens so that they can better recognize each other as partners in the problem solving process.

Many public disorder complaints from citizens are referred to neighborhood officers through a deferred response model. In 2013, there were over 730 calls for service that were deferred to neighborhood officers. The theory behind deferred response is that if public nuisance complaints from a small geographical area are assigned to the individual neighborhood officer, that officer develops a greater understanding of the neighborhood, the residents and the problems associated with them. An individual officer responding to a neighborhood has a much greater chance of identifying repeat calls at a single address and can more quickly develop an appropriate solution. The ultimate goal is to provide a problem-orientated policing approach to community disorder, and to work with the residents to resolve small problems before they become crime problems.

A key component of patrol operations is to ensure that our daily deployments and assignments are data driven. The patrol division uses several tools to concentrate deployments into areas and at times where they will be most effective. Hot Spot Policing is a crime reduction strategy where, through analysis of offenses, particular areas are identified that have an unnecessarily high concentration of criminal events. Once these areas are identified, patrol commanders deploy officers into these areas to engage in activities that disrupt the emerging crime trend. These activities range from targeting specific individuals and properties for investigation and enforcement to organizing residents to engage in crime reduction tactics.

# Neighborhood Meetings

Meeting with residents of a neighborhood is an important vehicle used by patrol officers to develop relationships with neighborhood residents, discuss the crime and safety problems of an area, and to develop policing strategies and commitments from neighborhood residents.



These meetings serve to facilitate collaboration between neighborhood residents and their police officer in the effort to deliver more effective and efficient police services.

In 2013, patrol officers participated in 22 separate meetings that brought together residents from over 19 neighborhoods. These meetings served as a platform to begin to form a constructive, collaborative relationship to address crime and disorder in our community. Through 2014, officers will continue to meet with their neighborhoods with a goal of establishing specific policing objectives that emphasize the partnerships with the community, and setting specific target goals for a neighborhood.

## Partnerships

Another goal of our policing initiative was to develop partnerships within city government and the community to address persistent neighborhood problems and to improve the overall quality of some of Sheboygan's most blighted neighborhoods. Several strategies, such as nuisance abatement and chronic nuisance identification, were identified to focus on neighborhood improvement as a means of reducing crime.

In 2013, the police department continued working with the Department of Public Works and the Department of Building Inspection to conduct formal inspections of nuisance properties. Hundreds of such inspections occurred in 2013. Neighborhood improvement and revitalization remains a cornerstone of our policing strategy. In 2013, this partnership resulted in a combined total of 1127 parcels that were inspected. The focus of these inspections is to raise the vitality of an area by addressing the most visible signs of age, deterioration and

neglect that negatively impact a neighborhood. These inspections were primarily targeted in the Sheridan Park and River Bend neighborhoods to the south, and the North Calumet, North Railway and Kuehne Court neighborhoods to the north. Since this partnership began, this is the most aggressive inspection year, surpassing the total of 2012's inspections by 27%.

Identification and remediation of chronic nuisances is another tactic that patrol officers use to address ongoing problems and to involve property owners as stakeholders in the abatement process. In 2013, officers identified 25 separate properties that qualified and were addressed through the Chronic Nuisance Abatement process. Officers worked with property owners to create abatement plans that are focused on resolving underlying problems at these addresses, and further educating them how the actions of a responsible landlord can positively impact the health of a neighborhood.

# K-9 Unit

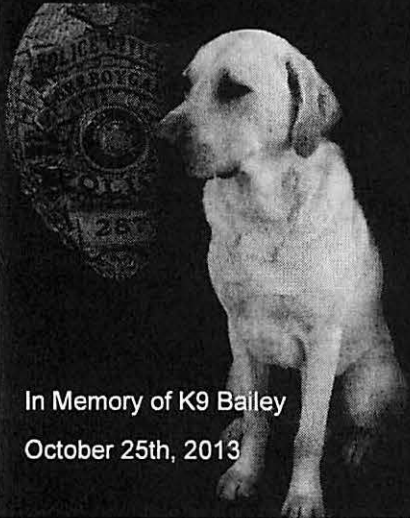


In 2013, Sheboygan K9 teams were used to identify drug money, and assisted in the seizure of over \$15,000.00. Sheboygan K9 teams provided 13 demonstrations for the public. K9 Officers Saeger and Danen provided demonstrations to schools, citizen police academies, and many other specialty groups.

The Sheboygan Police Department not only recognizes the importance of drug interdiction, but also the need for drug prevention and drug education.

The K-9 Unit is a proactive component that joins specific efforts to fight drugs in the community.

Other components include the Sheboygan County MEG Unit and the Sheboygan Police Department Street Crimes Unit.



In Memory of K9 Bailey

October 25th, 2013

Bailey started patrol in 2006 and served the City of Sheboygan for over three years. Bailey retired in 2009, when his health condition ended his career.



# Sheboygan County Dive Team

The Sheboygan County Dive Team consists of divers from the Sheboygan Police Department and the Sheboygan County Sheriff's Department. In 2012, it was expanded to include a dive support unit made up of the following agencies: Kohler Fire Department, Sheboygan Falls Fire Department, Cedar Grove Fire Department, Town of Sheboygan Fire Department, and Plymouth Ambulance Service.

In 2013 leadership of the Dive Team was transitioned to the Sheboygan County Emergency Management Director, Steve Steinhardt and Lt. Scott Mittelstadt stepped down after serving as the team supervisor. Officer Jeffrey Mares also retired from the Dive Team after 20 years of service.

The first deployment occurred on July 15<sup>th</sup>. A body had been located floating about one mile off shore.

The team responded to assist with the recovery of the body, later identified as that of a 39-year-old Sheboygan man who had been missing since late June.

The Dive Team was called in November when a vehicle was located in one of the retaining ponds off of Behrens Parkway. Fortunately, the driver of the vehicle was located in a nearby residence prior to divers entering the water.

Currently four members are from the Sheboygan Police Department and five are from the Sheboygan County Sheriff's Department.

2013 SPD Members

Officer John Rupnick

Officer Patrick Leichtnam

Officer Jason Pacey

Officer Spencer Wilson





## Honor Guard



The Sheboygan Police Department Honor Guard is a ceremonial unit within our department that represents the police department at formal, government and festive events. Most importantly, the Sheboygan Police Department Honor Guard represents the police department, and its members at funerals of police officers, both active and retired, in support for the family. This is performed in a respectful and dignified manner.

This year our Honor Guard participated in 3 parades, 2 funerals and 3 color presentations.

The following officers are members of the Sheboygan Police Department Honor Guard Unit:

From left to right: Lt. Michael Williams, Sgt. David Anderson, Sgt. Bradford Riddiough, Sgt. Terry Meyer, Lt. Scott Mittelstadt, Lt. Kurt Brassler, Officer Matthew Heimerl, Officer Michael Wynveen, Officer Joel Kuszynski  
Not pictured: Sgt. Zempel, Officer Ryan Schmitt

## Emergency Response Team

The Sheboygan Police Department Emergency Response Team (ERT) is made up of 17 officers and two patrol sergeants. There are 13 operators who serve perimeter, breaching and entry functions during high-risk calls. The team also has four trained crisis negotiators.

2013 saw the resignation of two of the team's crisis negotiators, Officers Melanie McCarthy and Charlet Endsley, and the addition of three new crisis negotiators, Officers Sarah Blodgett, Bob Erickson, and Kevin Dietz. Officers Endsley and McCarthy's effective service as negotiators is appreciated.

In addition to regular team practices, in 2013 the ERT conducted advanced tactics training at the Wisconsin Air National Guard's High-Risk Entry Facility (HREF) at Volk Field and at the new iCombat tactical laser tag facility in Waukesha, WI. Team members also participated in the annual National Night Out event in August.

### ERT Team Members

**Supervisors:** Sgt. Michael Stelter, Sgt. Kurt Zempel

### Operators:

Team Leader Shannon McKay, Asst. Team Leader Kent Huibregtse, Matthew Braesch, Matthew Friedl, Joel Hendrikse, Andrew Kunding, Joel Kuszynski, Brandon Kehoe, Stephen Schnabel, Michael Wynveen, Jonathan Smith, Ryan Schmitt, Brent Vreeke

### Negotiators:

Sarah Blodgett, Kevin Dietz, Robert Erickson, Patrick Leichtnam



2013 Statistics: Deployments: 0 Call Outs: 0 Demonstrations: 4



# Sheboygan County MEG Unit

The Sheboygan County MEG Unit is a full-time unit which conducts undercover operations while investigating major drug dealing activities. The Sheboygan Police Department is the lead agency for the MEG Unit and provides a supervisor and an investigator. The Unit consists of officers from the Sheboygan Police Department, Sheboygan County Sheriff's Department, Plymouth Police Department and a part-time K-9 handler from the Sheboygan Falls Police Department.

The MEG Unit provided 26 community talks to schools and professional groups concerning drug awareness and its impact on the community.

The MEG Unit conducts joint investigations with other agencies and task forces at the local, state and federal level including Wisconsin Department of

Justice, DEA and the US Postal Service.

In 2013, there has been an increase in heroin use in Sheboygan County which has resulted in increased criminal activity in our communities. The MEG Unit focused efforts towards heroin distributors and subsequently arrested 31 people for 194 heroin related criminal violations and seized 80 grams of heroin. In addition, the 72 drug investigations initiated lead to the dismantling of 4 drug distribution organizations and the arrest of 34 other people for 166 assorted criminal violations. In 2013, the MEG Unit served 30 search warrants and conducted undercover operations resulting in the seizure of over \$75,000 along with 1 vehicle, 17 guns, 32.5 grams of cocaine, 8 pounds of marijuana, 6 grams of methamphetamine and various prescription pills.



# Street Crimes Unit

The Sheboygan Police Department Street Crimes Unit (SCU) consists of four City of Sheboygan Police Officers and one Sergeant.

In 2013, SCU focused its efforts on the people, places, and activities that were repeatedly having a negative impact in neighborhoods and the community. These efforts involved traffic stops, field interviews, intelligence gathering, search warrants and arrests.

SCU worked together with patrol officers, detectives, and outside agencies to gather and share as much information as possible to deter crime, the fear of crime and disorder in Sheboygan.

In 2013, the Street Crimes Unit was involved in many areas of law enforcement, including:

- Investigating criminal law violations
- Monitoring gang activity
- Gathering and developing street level criminal intelligence
- Investigating narcotics violations
- Serving search warrants, arrest warrants and subpoenas
- Assisting other agencies with investigations and arrests
- Assisting other members of the SPD with investigations
- Fugitive apprehension

# School Resource Officers

The School Resource Officer program continues to be a successful collaborative effort between the Sheboygan Police Department and the Sheboygan Area School District. Officer Andrew Kunding (South High School), Officer Rebecca Rupnick (North High School), Officer Hang Lor (Farnsworth-Horace Mann Middle School) and Officer Patrick Leichtnam (Urban Middle School – Tower Academy) work alongside school faculty to ensure the safety of the students while building positive relationships with members of our community.

School Resource Officers continued to provide internet safety presentations along with other age appropriate topics for both students and adults. The utilization of School Resource Officers greatly assists the effectiveness of handling juvenile matters within the school setting.



Officer Andrew Kunding , Officer Rebecca Rupnick,  
Officer Dana Fischer , Officer Hang Lor

Sheboygan Area School District administrative personnel discuss solutions to issues incorporating suggestions presented by School Resource Officers.

As 2013 neared conclusion, Officer Patrick Leichtnam completed his five year commitment at Urban Middle School – Tower Academy. The opening of the position resulted in the selection of Officer Dana Fischer as a new School Resource Officer starting January, 2014.

In January of 2013, School Resource Officers teamed with both public and private school administrations to reassess security measures within city schools. The Sandy Hook School incident fueled the need to ensure area schools had appropriate protocols in place. School Resource Officers performed a walk-through of 26 city schools providing input on increased security measures, policy development, and encouraging connection with assigned neighborhood officers. This led to improved level of response and safety drills by school officials. In addition, Officer Andy Kunding provided a number of Active Shooter presentations to school personnel that have expanded into the private and public business sector.

## **Addressing Truancy**

In January of 2013, Officer Andrew Kunding organized a stakeholder meeting at South High School in order to discuss their truancy rate. Kunding and staff recognized their school had an unacceptable truancy rate and were aware truancy has been clearly identified as one of the early warning signs of student delinquent activity, social isolation and potential life time underachievement. Kunding's presentation outlined a truancy plan that required active involvement of both school officials and municipal court. The collaboration of stakeholders resulted in proper tracking and enforcement of violations along with subsequent court proceedings being held on campus. Focus was placed on students and their families being accountable for truancy issues. During the 2013/2014 school year, unexcused absences have decreased by 51% and students listed as tardy has decreased by 40%. The effort not only assists the school in an overall performance rating but provides once tardy students a significant chance of leading a successful life.

## Number of Calls for Service (Incident Complaints) for the City of Sheboygan Police Department in 2013:

**24,577**

This is a 4% reduction in comparison to 2012.

Note: In 2012 there were a reported 25,519 calls for service.

## Information Services Division

The Information Services Division of the Sheboygan Police Department was re-structured in 2013 to encompass the many duties that need to be accomplished by these employees, creating further efficiency and flexibility.



The Table of Organization now consists of 2 Department Secretaries and 6 Records Specialist Clerks, all being supervised by the Administrative Assistant to the Chief of Police/Office Supervisor. We continue to streamline our processes, working through cross-training for all positions.

The main responsibilities of the division are processing thousands of law incident reports, traffic citations, ordinance citations, criminal complaints, traffic warnings, entering property data, fingerprint submission, managing in-squad video recordings, accident reports, parking tickets, incoming mail, and open records requests.

In addition to processing open records requests for the public, law incident reports are also provided to

many outside agencies, such as the DA's Office, City Attorney's Office, Department of Social Services, and Probation and Parole.

The Uniform Crime Report, a statistical analysis report, is completed on a monthly basis, and then submitted to the State of Wisconsin's Department of Justice. The Federal Bureau of Investigation also gets this reported information submitted to them by the State.

The Records staff performs all of the above functions in support of the patrol officer on the street, and to provide excellent customer service to the community. They take great pride in their contribution, and strive to support the mission of the Sheboygan Police Department.

The next pages contain statistics gathered by the Information Services Division.



Part I Crimes	2013 Total	2012 Total
Homicide	1	3
Rape	19	20
Robbery	14	21
Aggravated Assault	97	127
Burglary	187	260
Theft	1023	1204
Vehicle Theft	31	42
Arson	6	5
<b>Total Part I Crimes</b>	<b>1378</b>	<b>1682</b>

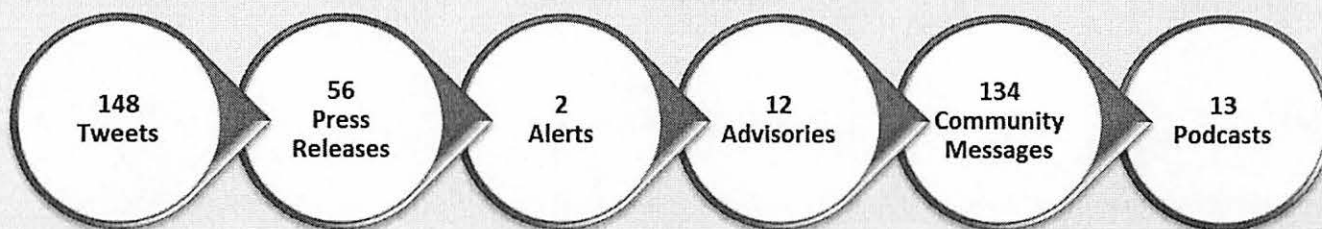
In comparison to 2012, there has been an 18% decrease in Part I Crimes.

Traffic Arrests	
2013	2,777
2012	2,991

Other Arrests	
2013	7,529
2012	4,686

Total Arrests	
2013	10,306
2012	7,677

## 2013 Social Media: By the Numbers



The Sheboygan Police Department uses Nixle, a community information system that is built on a secure, reliable and high-speed distribution platform that ensures one receives trusted, immediate and relevant information. The information is available over your cell phone by text message, e-mail, twitter and over the web. It is a private mobile text (SMS) broadcasting solution that enables our agency to communicate in a private way.

There is no advertising that will appear on this platform. The Sheboygan Police Department sends out three types of messages via the Nixle platform:

**Alert** = must know notifications (emergency alert)    **Advisory** = "need to know" such as neighborhood public safety

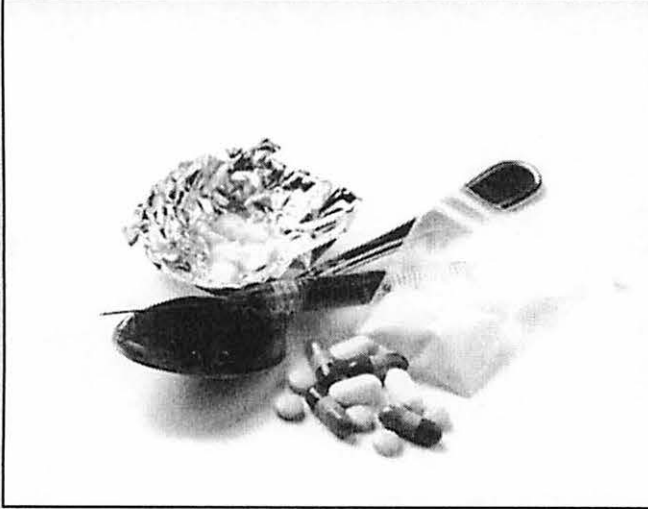
**Community** = less time-sensitive, yet relevant community news and information



## Operating While Under the Influence 2013 Arrests

Alcohol	258
Controlled Substance	23
Absolute Sobriety	7
<b>Total Arrests</b>	<b>288</b>

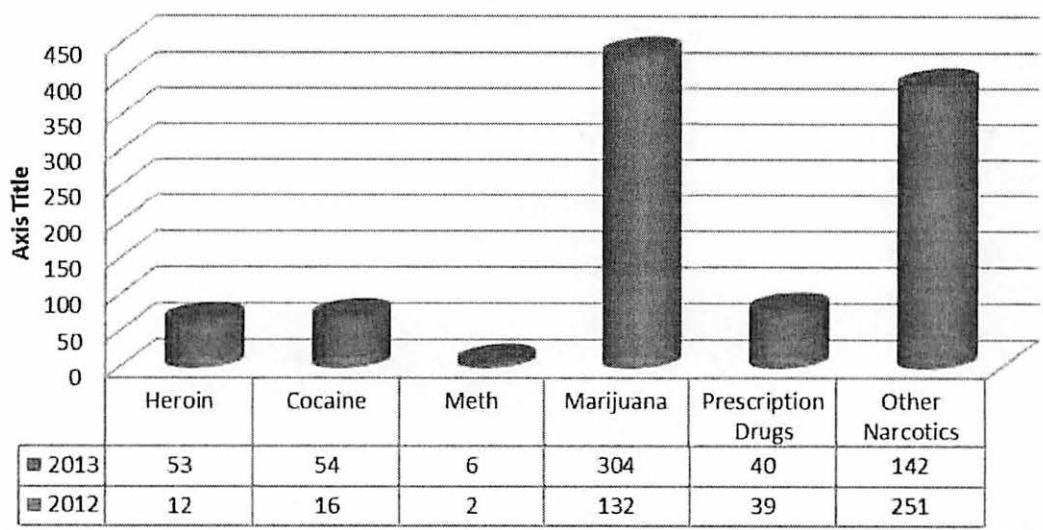
## 2013 Drug Arrests



Prescription Drugs	40
Paraphernalia	310
Other Narcotics	142
Methamphetamine	6
Marijuana	304
Drug Trafficking	68
Heroin	53
Cocaine	54
Amphetamine/LSD	20
Other Drugs	19
<b>Total Drugs</b>	<b>1016</b>

The 2013 drug arrests include the Sheboygan Police Department and the Sheboygan County MEG Unit.

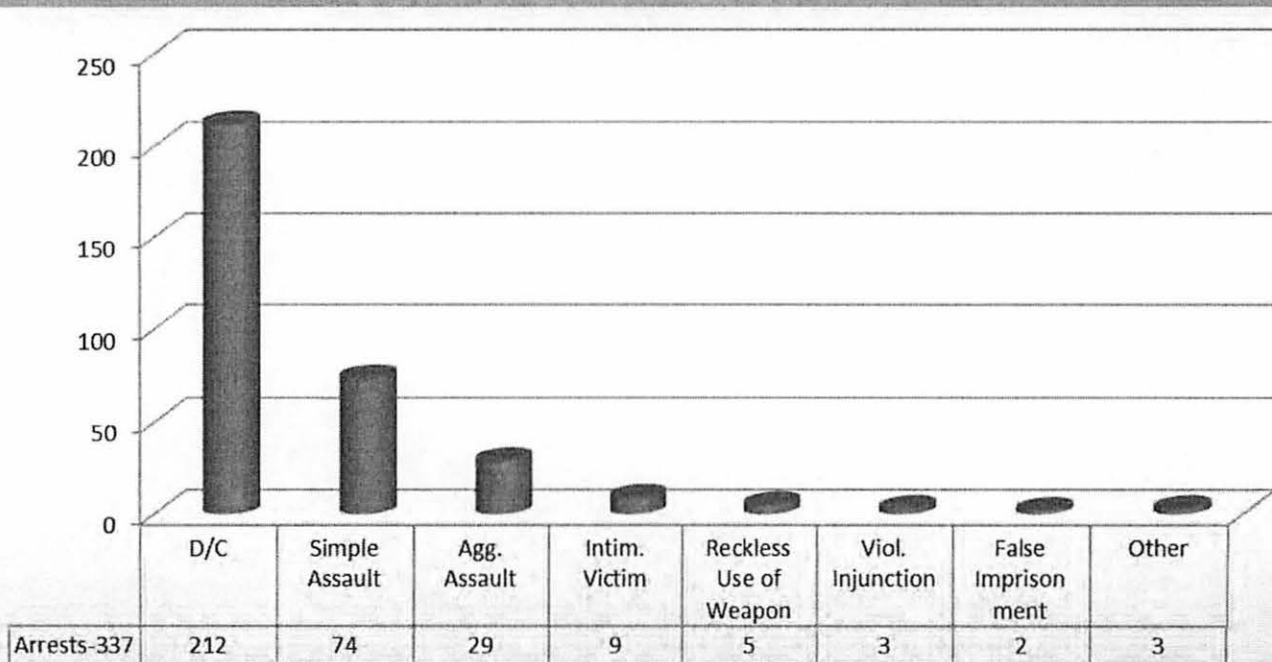
## 2012/2013 Drug Arrest Comparison



### 2013 Reported Domestic Disturbance Incidents

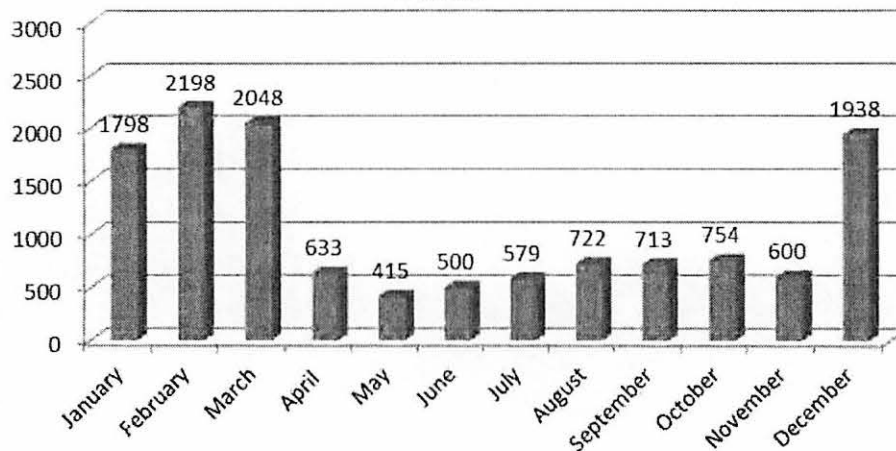
26
28
38
39
40
43
46
47
43
54
37
38
<b>479</b>

### Domestic Violence Arrests



Note: In 2012, we had a reported 489 domestic disturbance incidents. Of these incidents, 281 arrests were made. In 2013, we had a reported 479 domestic disturbance incidents. Of these incidents, 337 arrests were made. That is a 2% decrease in incidents and a 20% increase in domestic violence arrests.

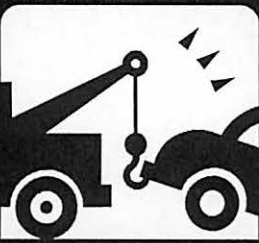
### Monthly Issuance of Parking Ticket Violations 2013



2013 Total Tickets Issued - 12,898

Property Data	2013	2012
Property Stolen	\$622,369	\$773,682
Property Recovered	\$182,407	\$169,178
% Recovered	29%	22%

Accidents Investigated	
2013	1838
2012	1560

	Accident Type	Total
	Fatal	2
	Personal Injury	178
	Hit & Run Personal Injury	14
	Hit & Run Property Damage	391
	Property Damage	1247
	Other	6
	<b>Grand Total</b>	<b>1838</b>

# Communications Center

The Sheboygan Police Department's Public Safety Communication Center is the initial point of contact for citizens in need of assistance within the City limits of Sheboygan.

The SPD Communication Center is one of the most modern dispatch centers within the area and provides 24/7 coverage. The telecommunicators are responsible for dispatching police, fire and EMS services within the City of Sheboygan. A telecommunicator is also assigned to staff the police desk on Shift 1 and Shift 2.

Telecommunicators must remain in constant radio contact with the police officer, as well as fire and EMS units when needed, all the while continuing to answer 911 and non-emergency phone lines, sending and receiving teletypes on the statewide TIME (Transaction Information for the Management of Enforcement) system, processing criminal and municipal warrants, entering missing persons, stolen vehicles and the list goes on.

Telecommunicators also send calls entered on the CAD (Computer Aided Dispatch) system to the officer's "in car" laptop. These calls can be disturbances, vehicular accidents, missing persons, thefts and so on. Officers also have the ability on their laptops to access local, state and national databases. However, the telecommunicator is always there to assist with any information that the officer needs.

The Sheboygan Fire Department also utilizes laptops in their vehicles and receives dispatches on the radio and on their laptops from the Communication Center when there is a need for EMS or fire related assistance.

Telecommunicators are certified to give CPR instructions over the telephone if necessary.

They must also manually activate the civil defense sirens within the City of Sheboygan in the event a tornado warning has been issued for the area.

Each telecommunicator must be certified on the statewide TIME System (Transaction Information for the Management of Enforcement) and are required to pass a recertification test bi-annually which is required by Wisconsin CIB (Crime Information Bureau). Additionally, CIB forwards monthly reports to our department requiring validation of records entered into the TIME system. Several telecommunicators in the past have attended Validation Officer Training and are responsible to ensure all of our TIME entries such as warrants and writs of commitments are still active, accurate and complete.

On June 27, 2013, TIME system personnel completed an audit of our TIME record entries and determined that our department had a consistently high accuracy rate which they contributed to the concerted efforts of our record entry personnel as well as our validation officers' commitment to detail during the process.

During 2013, telecommunicators received training at the Sheboygan County Sheriff's Department on MABAS (Mutual Aid Box Alarm System).



## Property & Evidence

In 2013, Evidence/Property Officer Julie Lamb continued to monitor the Property and Evidence section of the Criminal Investigation Division. This section of the police department continued to be a hub of activity taking in an average of 313.75 pieces of property/evidence per month for a total of 3,765 for 2013. Lamb, a 16 year veteran in evidence/property service, also monitors the disposition of items held within her area. This resulted in the disposal and/or return of approximately 1300 pieces of evidence and/or property logged in Spillman last year.

The utilization of the Spillman Evidence Management Menu was upgraded in 2013 by incorporating the use of the electronic scanning device, DataLogic. The scanning device

expedites the logging process of evidence and property by entering the chain of custody digitally.

As technological advances were incorporated, Lamb continued to monitor transportation of evidence to the State Crime Laboratory, ordering departmental office supplies, facilitating printing needs, providing customer service to identified owners and overseeing the evidence processing area.

In addition, the Rebike program continues with 84 bikes donated to the effort. In 2013, 186 bikes were recovered throughout the City of Sheboygan with 20 owners happily reclaiming their property.

## Court Services

The Court Services division in the Sheboygan Police Department acts as a Liaison between the courts and the Police Department, as well as the prosecuting agencies and the Police Department. Manned by two full-time civilian employees, court services is responsible for reviewing citations prior to filing them with the appropriate court.

The Court Services Division is responsible for maintaining a court calendar for all personnel within the department. This is a paper-free system of utilizing a computer calendar and sending officer court notices via e-mail. They also organize the service of subpoenas to members of the department, as well as working with the Police Volunteers and department personnel to coordinate the service of subpoenas to non-department witnesses

throughout the community.

Any request for evidence or discovery requests that the prosecuting agencies need are filtered through Court Services. Many times this is responded to directly by the Court Services personnel, however is distributed to the appropriate parties for items that are outside their area of expertise.



Cassandra Wohlgemuth, AAG David Perlman, Tina Thurs

# Communications/Electronics & Fleet Services



In 2013 our Communications and Fleet Technicians, Russ Schreiner and Dave Daniels, began the year with the large task of transitioning from five retired Ford Crown Victoria squads to the five new Ford SUV squads. This task required that they do extensive work to install new radio system hardware and troubleshoot the installation of wiring and cables that support the many electronic systems that are integral to the modern police patrol vehicle. Transferring this complex radio and computer equipment to a newly designed squad was a huge undertaking, but the result was a very user friendly design that is appreciated by our officers.

Citizens may have also noticed that the new Ford SUV's graphics were given a fresh new look that includes a reflective Sheboygan Police Badge on the doors and other bold markings that give our squads both high visibility and a professional appearance.

The squad graphics were created and installed by the skilled staff of The Sign Shoppe in downtown Sheboygan. We were

also very appreciative of the work of Jack Charles and his students at the Lakeshore Technical College's Auto Body and Paint Shop for their work in painting the SUV door panels white to achieve the professional yet classic black and white appearance.

Throughout the year, work has continued in planning for the future radio system upgrade and the combined countywide dispatch center. Russ has consulted Sheboygan community leaders on both projects. Dave has continued to provide fast, quality maintenance service to our fleet of police vehicles.

Russ and Dave have both been critical throughout the year in our efforts to sustain the operation and maintenance of the many electronic and mechanical systems of the police facility.

In 2013, the fleet division performed 176 full fleet inspections with oil and filter change, 83 tire rotations, 25 brake replacements and countless routine trouble shooting inspections.

# Community Service Officers

The Patrol Division of the Sheboygan Police Department includes two full time Community Service Officers. They are civilian employees who are non-sworn. Though they are non-sworn, they do have limited enforcement powers. They are supervised by Sgt. Anderson and work a staggered shift of 7:00 AM to 5:00 PM Monday thru Friday.

The Community Service Officers support the Patrol Division in performing a number of duties that otherwise would have to be performed by sworn police officers. These duties include the enforcement of metered violations, time zoned parking violations, prohibited parking violations, 24 hour parking violations and snow emergency violations. They are also tasked with a special emphasis on the enforcement of parking restrictions around our community's schools to ensure the safety of children and their parents traveling to their schools. They support the School Crossing Guards that are employed by the Sheboygan Police Department and staff of the schools who are performing crossing guard duties.

The Community Service Officers are involved in seeking out abandoned

vehicles and taking enforcement actions. They work together with patrol officers in addressing nuisance properties. These tasks involve some investigative functions, following State Statutes and Municipal Ordinances.

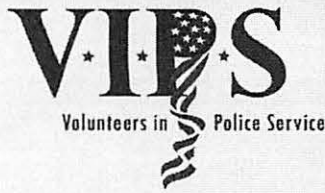
Additional tasks are recovering stolen and abandoned bicycles, assisting disabled motorists, assisting in traffic control, traffic studies with the speed trailer, assisting in special events and parades with posting of parade routes, traffic and spectator control. They support our Property and Evidence Section with processing and disposing of property including processing and transporting abandoned bicycles to be donated back to the community.



# School Crossing Guards

In 2013, the Sheboygan Police Department enjoyed the service of our School Crossing Guards that we employ. They perform a vital service to the community by ensuring the safety of children and their parents that cross some of the city's busiest streets on their way to their elementary schools. The School Crossing Guards are placed strategically at six of the community's elementary schools. They work in partnership with their respective schools and their Principals. Their duties require of them to work independently and they are responsible for knowing their school's individual schedule and office staff. Each School Crossing Guard has to know the children and parents at their school crossing post.

The School Crossing Guards also help educate the children on safely crossing streets, listening to instructions, watching for suspicious individuals, vehicles, and behavior near their intersections and schools. They also watch for "right behavior" of the children walking to the schools. The School Crossing Guards can report violations of motorists in their school zones to our department for enforcement action. They watch for motorist behavior from speeding and distracted driving to outright failure to obey the School Crossing Guards as they stop traffic. The School Crossing Guards balance the safety of the children, their parents and traffic flow especially in the morning as people go to school and to work.



2013 VIPS Staff:  
 Back row, Left to right:  
 Connie Mehan  
 Marilyn Bohren  
 Jason Lawrence  
 Ethel Pillman  
 Tom Riemann

Front row, Left to right:  
 Kristi Lawrence  
 Jeanne Pethan  
 VIPS Coordinator  
 Penny Weber  
 Mary Ann Dickfoss



The goal of the Volunteers in Police Service (VIPS) is to enhance the capacity of law enforcement to utilize volunteers .

The Department has nine volunteers, led by VIPS Coordinator Penny Weber, who provide a variety of support services. VIPS volunteers do not receive any compensation for their service.

Our VIPS staff provides assistance in the police records and court services area, as well as giving tours of the facility to community groups. They assisted the patrol division by serving 467 city subpoenas and collecting traffic data.

VIPS collects and sorts all drugs from the prescription drug drop off box.

During 2013 they collected and disposed of 1,344 pounds of prescription drugs and related items.

VIPS supports the detective division by doing civilian fingerprinting two afternoons each week and collecting data about retail theft. In 2013 they fingerprinted 177 individuals.

Our VIPS staff also acts as role players for the Citizens Police Academy and assists in Municipal Court by doing clerical work acting as a court monitor twice a month during evening court.

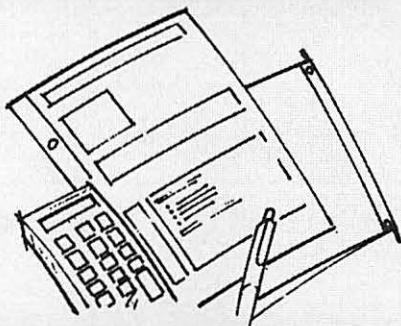
If you would like more information about the volunteers or would like to volunteer, please contact Penny Weber, Coordinator at 459-3338 or penny.weber@ci.sheboygan.wi.us.



### 2013 Service Hours

Subpoena Service	421.75	Financial institution information update	11.75
Court Services - Clerical	317.50	Duplicate internal forms	9.50
Municipal Court -Clerical, Court Monitor	224.25	Training	9.00
Prescription Drugs Sort	221.75	Citizens Academy role play	8.75
Records-Clerical	71.50	Tours	7.75
Neighborhoods, community groups	70.25	Traffic data collection	7.00
Fingerprinting	52.00	Assist at officer training—check in	6.00
OWI data collection	52.00	Landlord training manuals assembled	4.25
Community policing tasks	47.25	Assist supervisors/clerical projects	4.25
Assessment Center assistance	20.25	Update information in department software	1.75
Retail theft data collection	16.00	Other	19.75
Replenish forms	15.25	Coordinator	206.75
Special event parking signs, parade monitor	12.75	<b>Total Volunteer Hours in 2013</b>	

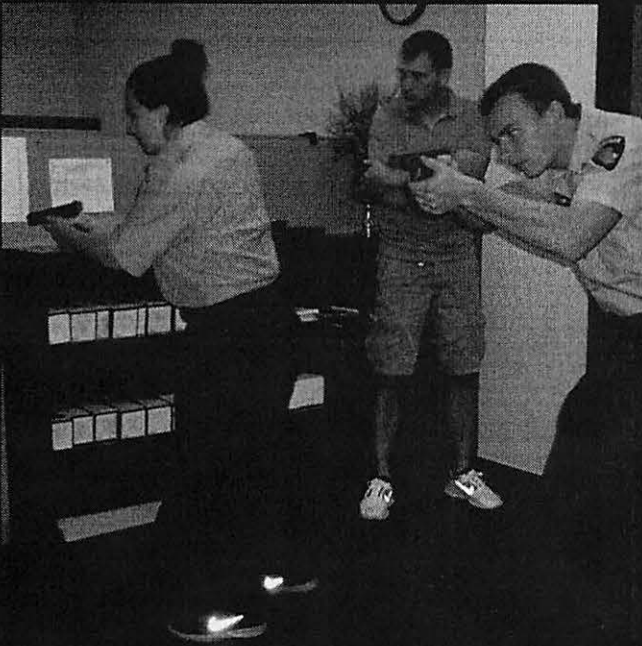
1,839.00



# Explorer Post 2881

The Sheboygan Law Enforcement Explorer Post continued to see great success with its program during 2013. The post continues to average 23-25 active members who range from 15 to 21 years old

This year, the post organized a very successful pizza sales fundraiser, partnering with Faye's Pizza, located right here in Sheboygan. Explorer Advisor Officer Chris Stephen led this project and did an amazing job coordinating the effort. The funds earned will be used to purchase exploring equipment, pay for educational field trips, and to pay for competitions against other law enforcement posts in eastern Wisconsin.



Our post members now play an active/vital role in post operations with 1 Explorer Captain, 1 Explorer Lieutenant, 2 Explorer Sergeants, and 1 Explorer Corporal being promoted this year. Each of these new leaders will oversee a group of explorers and were promoted based on their attendance, leadership, and time with the post.

The explorers could often be seen in our community, assisting officers with neighborhood projects and flyer distribution. They also have an active role prior to, during, and after community events like parades and other holiday festivities. They were also very involved in the National Night Out and Alzheimer's Walk and continue to be dedicated to helping these events run smoothly.



After several years of service to the post, Officer Spencer Wilson resigned from his position as Associate Advisor this year. The explorer post continues to be overseen by Sergeant Kurt Zempel and Officer Alex Jaeger holds the position of Lead Advisor. Associate Advisors include Officer Dustin Fickett, Officer Ryan Walloch, Officer Chris Stephen, Officer Bryan Knez, and former explorer Brittany Zemba who is a correctional officer at Kettle Moraine Prison in western Sheboygan County.



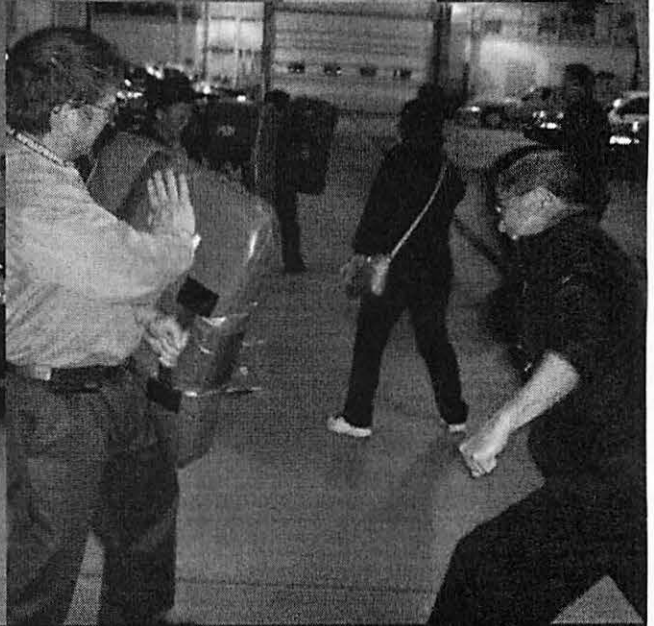


# 2013 Citizen Academy

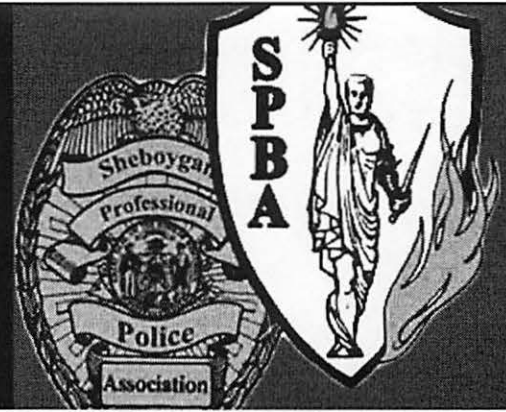
Under the direction of Lt. Michael Williams, the 19th annual Citizen Academy began on March 14th, 2013.

The academy encompasses many different facets of law enforcement and provides participants numerous hands-on opportunities in which to gain a better understanding of how and why law enforcement serves the community.

For the first time, the Department also hosted an Asian Citizen Academy in the fall of 2013, which reached out to members of the Asian community with limited English language abilities. This concept was developed by Officer Bruce Yang and it the Department's hope that this opportunity will help to strengthen community between the Police Department and the Asian community



# 2013 Sheboygan Police Benevolent Association Service Awards



The Sheboygan Police Benevolent Association Awards Ceremony was held on Friday, March 15th, 2013 at Breaking Bread Banquet and Meeting Center. The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.



## Police Officer of the Year Award:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.

Officer Ryan Schmitt

## Meritorious Service Awards:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.



Officer Brandon Kehoe



Officer Andrew Kunding

## Life Saving Awards:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.



Officer Thomas Aker



Officer Matthew Friedl



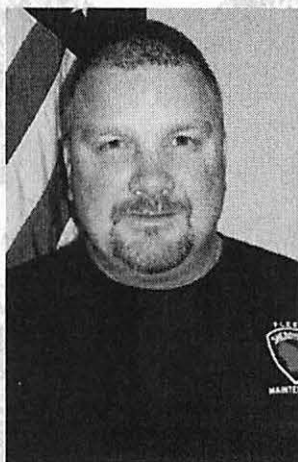
Officer Brent Vreeke

## Civilian Employee of the Year Awards:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



Linda Repphun



Dave Daniels

## Citizen's Distinguished

## Service Awards:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

Marsha Mamerow

**LAMAR**  
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## Tavern Safety Coalition

Working together  
for a safer community



# SPD

## ANNUAL REPORT 2013



The Sheboygan Police Department's 2013 Annual Report was produced by Paula Haelfrisch, Mary Danen and Cassandra Wohlgemuth.

Special thanks to all those who submitted information to make this report possible. We also recognize Detective Paul Olsen for his beautiful photographs, featured on the front cover and many other pages.



**Sheboygan**  
Police Department

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Suite 101

Sheboygan, WI 53081

(920)459-3333

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)



II

R. O. No. \_\_\_\_\_ - 13 - 14. By FIRE CHIEF. March 17, 2014.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2013, and ending December 31, 2013.

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Fire Chief

# Sheboygan Fire Department



Quarterly Report of Departmental Activity for the period 10/1/2013 – 12/31/2013

## SHEBOYGAN FIRE DEPARTMENT

### 4<sup>TH</sup> QUARTER INCIDENT SUMMARY

#### October:

- 10/1/2013
  - 14 Total Calls
  - 10 EMS
  - 2 Assist Invalids - 3014 N 13 & 910 N 10
  - Alarms activated - 1716 S 17 St
  - Smoke Visible in the home - 1809 Saemann Ave
  
- 10/2/2013
  - 16 Total Calls
  - 11 EMS Calls
  - Fire alarms activated - 3212 Saemann Ave
  - Oil spill in traffic - Pennsylvania and 14 St
  - Vehicle leaking gasoline - 1300 N 11 St
  - Auto accident with fluids leaking - 708 Niagara Ave
  - Residential fire alarm - 2307 Broadway Ave
  
- 10/3/2013
  - 13 Total Calls
  - 8 EMS
  - Assist invalid - 3014 N 13 St
  - Alarms activated - 930 N 6
  - 2 Motor vehicle accidents - 1031 Saemann Ave & 3439 S 18 St
  
- 10/4/2013
  - 17 Total Calls
  - 14 EMS
  - 1 Unauthorized Burning complaint - 1422 Illinois Ave
  - 1 Natural Gas leak - 1103 Alabama Ave
  - 1 Fire in Oven - 11 Applewood Dr
  
- 10/5/2013
  - 12 Total Calls
  - 6 EMS
  - Overheated washing machine motor - 2210 Meadowland Dr
  - Alarms sounding - 2905 N 15 St
  - Alarms sounding - 605 S 8 St
  - 2 assist invalid
  - CO call - 1813 S 11<sup>th</sup> St
  
- 10/6/2013
  - 16 Total Calls
  - 12 EMS Calls
  - IV start - 1902 Mead Ave
  - Assist Invalid
  - Patient transfer from Golden Living to Memorial and back to GL
  - Food fire in oven - 834 Whitcomb Ave

- 10/7/2013

  - 19 Total Calls
  - 13 EMS Calls
  - Fluid spill cleanup from auto accident - S 8 St and Wilson Ave
  - Fire alarms activated twice - 1011 N 8 St
  - Carbon Monoxide present - 329 Bluff Ave
  - Assist Invalid - 424 Vollrath Blvd
  
- 10/8/2013

  - 16 Total Calls
  - 13 EMS
  - 2 Unauthorized Burning complaints - Spring Ave & S 7 St, 1817 Arizona Ave
  - 1 Alarm activated - North High School
  
- 10/9/2013

  - 13 Total Calls
  - 12 EMS Calls
  - Assist Invalid - 1108 North Ave
  
- 10/10/2013

  - 10 Total Calls
  - 5 EMS
  - Supra Lock Up
  - Unauthorized Burn – 1634 N 11 St
  - Natural Gas Leak – Gas stove had pilot light out filled apartment with gas
  - Cat in storm water drain by 523 Whitcomb Ave, cat didn't get out, ran down pipe
  - Burnt food - 2339 Skyline Dr
  
- 10/11/2013

  - 17 Total Calls
  - 14 EMS
  - 1 Assist Invalid
  - 2 Medical Transfers
  
- 10/12/2013

  - 11 Total Calls
  - 11 EMS
  
- 10/13/2013

  - 19 Total Calls
  - 12 EMS calls. One patient transported to Ozaukee Saint Mary's
  - 3 Non-Emergency transports: One from Golden Living, one from ASMMC, one from Meadow View Manor
  - 1 Malfunctioning CO detector - 1917 Camelot
  - 2 calls for the report of the odor of natural gas - 3542 Washington Ave and 1402 N 26
  - 1 report of an unusual odor in the 600 block of N 4 St

- 10/14/2013

  - 13 Total Calls including a transport to Ozaukee St Mary's
  - 10 EMS
  - 1 motor vehicle accident with injuries and fluid spill - 1623 North Ave
  - Assist Invalid - 1905 N 11 St
  - Alarms activated - 1251 Geele Ave
  
- 10/15/2013

  - 15 Total Calls
  - 12 EMS
  - 1 Carbon Monoxide report w/illness - 329 Bluff Ave
  - 1 Fire alarm activated - 1815 Eisner Ave
  - 1 Fluid spill from auto accident - N 10 and Michigan Ave
  
- 10/16/2013

  - 6 calls total
  - 4 EMS
  - 2 assist invalid
  
- 10/17/2013

  - 15 Total Calls
  - 13 EMS
  - 2 Fire alarms activated - 818 National Ave, 1927 Erie Ave
  
- 10/18/2013

  - 20 Total Calls
  - 16 EMS
  - 1 remove victim from elevator
  - 1 Fluids spill
  - 1 Assist invalid
  - 1 Assist Police
  
- 10/19/2013

  - 15 Total Calls
  - 10 EMS Calls
  - 1 Lock-out - 1202 S 17 St
  - 1 CO call - 2332 Carmen Ave, #1G
  - 1 Motor vehicle accident, no injuries - 2019 N 7 St
  - 1 Porch fire - 829 S 14 St
  - 1 Shed fire - 2801 S 10 St
  
- 10/20/2013

  - 9 Total Calls
  - 7 EMS
  - 1 co alarm sounding
  - 1 inter-facility transport
  
- 10/21/2013

  - 11 Total Calls
  - 10 EMS
  - 1 Garage fire - 2417 Wedemeyer St
  
- 10/22/2013

  - 11 Total Calls
  - 7 EMS
  - 2 CO related calls
  - 2 Alarms activated calls - 2305 N 30 St and 1042 School Ave

- 10/23/2013
  - 7 Total Calls
  - 6 EMS
  - 1 Assist Invalid - 909 Ontario Ave
  
- 10/24/2013
  - 13 Total Calls
  - 9 EMS
  - 1 Structure fire - 3618 N 19 St
  - 1 Leaves on fire - 1819 Bell Ave
  - 1 Unauthorized Burning complaint - 1500 N 8 St
  - 1 Fire Alarm activated - 1815 Eisner Ave
  
- 10/25/2013
  - 16 Total Calls
  - 13 EMS Calls
  - Citizen locked out of apartment - 2420 S 18 St
  - Fluids spilled at auto accident - S Taylor Dr and Indiana Ave
  - Investigate report of open flames visible near the structure at 820 Indiana Ave
  
- 10/26/2013
  - 12 Total Calls
  - 10 EMS
  - 1 Personal Injury Accident at the intersection of 9 and Union
  - 1 Vehicular Extrication – 9 and Union
  
- 10/27/2013
  - 10 Total Calls
  - 8 EMS
  - 1 Medical Transfer
  - 1 False Alarm
  
- 10/28/2013
  - 17 Total Calls
  - 16 EMS including an auto accident at 2309 Carmen Ave where a vehicle drove across the street up a driveway and through a closed garage door into a garage.
  - Auto fluid spill cleanup - 2700 Wedemeyer
  
- 10/29/2013
  - 13 Total Calls
  - 10 EMS Calls
  - Fire alarms activated - 3100 Superior Ave
  - Person trapped in elevator - 3100 Superior Ave
  - Assist invalid at 3014 N 13<sup>th</sup> Street
  - Mutual aid for OCA - 4104 Driftwood Ct, Town of Sheboygan
  
- 10/30/2013
  - 17 Total Calls
  - 13 EMS including a 2vehicle accident. 3 people transported.
  - 2 motor vehicle accidents with fluids to be cleaned up.
  - 2 year old locked in a bathroom.
  - Alarms activated at 710 Pennsylvania Ave

- 11 Total Calls
- 7 EMS
- 1 Natural Gas odor – S 9 and Indiana Ave
- 1 Fire Alarm activated - 618 N 7 St
- 1 Supra Key Lockup

10/31/2013

**November:**

- 16 Total Calls
- 14 EMS
- 1 Hot Wires in a wall - 2405 Cleveland Ave
- 1 Auto Accident - 1823 N 12 St

11/1/2013

- 11 Total Calls
- 8 EMS
- 1 Assist Invalid - 3212 Saemann Ave
- 1 Alarms activated - El Camino, 823 Michigan (false alarm)
- 1 Smoke Detector Activation - 217 Superior (false alarm)

11/2/2013

- 12 Total Calls
- 6 EMS Calls
- 1 Cooking Fire - 3430 S 12 St
- 1 Non-emergency lock-in - 2016 N 5 St
- 1 Assist Invalid - 909 Ontario Ave
- 3 CO Detector activations - 1921 Mead Ave, 2105 N 9 St and 1425 St Clair Ave

11/3/2013

- 13 Total Calls
- 8 EMS
- 1 Auto accident w/injuries – N 13 and Michigan Ave
- 1 Fire Alarms activated - YMCA
- 1 Fluid spill from auto accident - N Taylor and Wilgus Ave
- 1 Unauthorized burning complaint - 1800 N 8 St
- 1 Assist invalid - 909 Ontario Ave

11/4/2013

- 9 Total Calls
- 8 EMS Calls
- Fire alarms activated - 3320 Weeden Creek Rd

11/5/2013

- 11 Total Calls
- 8 EMS
- 2 Alarms activated - 3320 Weeden Creek Rd and 3431 N 13 St
- Auto accident with injuries - N 15 & Geele

11/6/2013

- 10 Total Calls
- 7 EMS Calls
- Natural gas leak - 926 Indiana Ave
- Assist fallen person - 2232 Plymouth Lane
- Fluid spill from auto accident - 2300 Indiana Ave

11/7/2013

- 11/8/2013

  - 9 Total Calls
  - 6 EMS
  - Bad Light Ballast - 3431 N 13 St & 1315 N 23 St
  - Assist Fallen Person - 1238 Oakland Ave
  
- 11/9/2013

  - 6 Total Calls
  - 5 EMS
  - 1 Natural Gas Odor - 1441 N Taylor Dr
  
- 11/10/2013

  - 4 Total Calls
  - 2 EMS
  - 1 Non-emergency transport
  - Alarms sounding - 930 N 6 St (false alarm)
  
- 11/11/2013

  - 12 Total Calls
  - 8 EMS
  - 1 Vehicle Fire - 3823 Germaine Ave
  - 1 Assist invalid - 909 Ontario Ave
  - 1 Auto Accident w/injuries – Erie and N 17 St
  - 1 Fluid Spill from Auto Accident - Erie and N 17 St
  
- 11/12/2013

  - 13 Total Calls
  - 10 EMS calls
  - Fire Alarms activated - 933 Indiana Ave
  - Water leaking from the rear of the home - 2826 Wedemeyer
  - Assist invalid - 1811 N 11 St
  
- 11/13/2013

  - 17 Total Calls
  - 14 EMS
  - 1 Carbon Monoxide with Illness - 1228 Georgia Ave
  - 2 Assist invalids - 2409 W Mark and 3640 Greenwing Dr
  
- 11/14/2013

  - 13 Total Calls
  - 10 EMS
  - 1 Alarms sounding
  - 2 Motor vehicle accidents
  
- 11/15/2013

  - 13 Total Calls
  - 11 EMS including 1 motor vehicle accident with a fluid spill
  - Pull station activated - 2660 Georgia Ave
  - Smoke and heat alarms activated - 708 Niagara Ave (Grand Stay)
  
- 11/16/2013

  - 10 Total Calls
  - 9 EMS
  - 1 Dumpster Fire - 916 Huron Ave

- 11/17/2013

  - 14 Total Calls
  - 9 EMS
  - 1 Wires down - 3400 S Business Dr
  - 1 Water problem - N 3 St and North Ave
  - 1 CO Alarm - 2721 Saemann Ave
  - 1 Assist Invalid - 826 Taylor Pkwy
  
- 11/18/2013

  - 14 Total Calls
  - 11 EMS
  - 1 Auto Accident with Injuries - N 25 and Kohler Memorial Dr
  - 1 Report of a smoking vehicle - N 9 and Niagara Ave
  - 1 Assist Invalid - 2232 Plymouth Ln
  
- 11/19/2013

  - 12 Total Calls
  - 8 EMS
  - 18 month old locked in a car at a gas station - 1230 N Taylor Dr
  - Alarms activated - 4415 LaValle Dr
  - Rubbish fire burning under the N 18 St bridge
  - Natural gas leak in a home - 1537 N 20 St
  
- 11/20/2013

  - 12 Total Calls
  - 11 EMS
  - Car fire - S 16 and Weeden Creek
  
- 11/21/2013

  - 15 Total Calls
  - 14 EMS Calls
  - Fluid spill from auto accident - S 12 and Union Ave
  
- 11/22/2013

  - 15 Total Calls
  - 11 EMS
  - 1 Structure Fire - 1505 Union Ave (Damage limited to room and contents)
  - 2 Fire Alarms activated - 611 N Water St and 2012 S 22 St
  - 1 Assist invalid - 832 N 6 St
  
- 11/23/2013

  - 5 Total Calls
  - 4 EMS
  - 1 Alarms sounding - 1422 Indiana Ave
  
- 11/24/2013

  - 6 Total Calls
  - 6 EMS
  
- 11/25/2013

  - 13 Total calls
  - 12 EMS calls
  - Resident locked out of home - 1622 Michigan Ave
  
- 11/26/2013

  - 13 Total Calls
  - 12 EMS
  - Alarms activated - 812 Broughton Dr – YMCA

- 14 Total Calls
- 10 EMS
- 1 Auto Extrication/MABAS w/vehicle in water - 2932 Behrens Pkwy
- 1 Fire Alarm Activated - 1317 N 25 St
- 1 Assist Invalid - 3404 S 10 St
- 1 Unauthorized Burning complaint - 915 New York Ave

- 14 Total calls
- 10 EMS
- Natural Gas leak - 918 Michigan Ave
- 2 Transfers

- 6 Total Calls
- 3 EMS
- 1 Unauthorized burning complaint
- 1 Assist invalid
- Car fire - 1915 N 19 St

- 9 Totals Calls
- 9 EMS

**December:**

- 19 Total Calls
- 15 EMS
- Unauthorized burning - 1113 N 10 St
- Alarms activated - 1251 Geele Ave
- Unusual odor - 1125 N 14 St
- Natural gas odor - 1712 S 17 St

- 10 Total Calls
- 6 EMS
- 2 Assist invalid
- 1 Unauthorized burning - 1222 Huron Ave
- 1 Elevator fire

- 11 Total Calls
- 8 EMS
- Fuel tank fell off of a vehicle spilling approximately 19 gals of gasoline on the ground at 2201 Erie
- Alarms activated at Memorial Hospital. Caused by an equipment cord short creating smoke and activating the alarm system.
- Smoke/fire in the area investigation at Wildwood Cemetery.

- 18 Total calls
- 17 EMS calls
- Assist Invalid - 2215 S 12 St

- 12/5/2013
  - 11 Total Calls
  - 8 EMS
  - CO investigation - 1617 Huron Ave
  - Cut off a ring at St 3
  - Auto Accident - 2108 North Ave
  
- 12/6/2013
  - 20 Total Calls
  - 17 EMS
  - 1 Auto Accident with injuries - 700 Penn Ave
  - 1 Smoke visible - Ashland Ave and Henry St
  - 1 Fire Alarm activated - 4028 S 15 St
  
- 12/7/2013
  - 12 Total Calls
  - 8 EMS
  - 1 Transport to Grafton (Critical Care)
  - Smoke alarm problem - 1601 N 12 St
  - Fire alarm panel problem - 916 Huron Ave
  - Structure fire - 514 N 6 St
  
- 12/8/13
  - 12 Total Calls
  - 9 EMS
  - CO detector activated - 1406 S 19 St
  - Smoke detector activated - 2727 Riverdale
  - Brush fire (DPW drop off site) 2026 New Jersey Ave
  
- 12/9/2013
  - 12 Total Calls
  - 10 EMS Calls
  - Smoke odor - 3322 Washington Ave
  - Broken water pipe - 1333 School Ave
  
- 12/10/2013
  - 17 Total Calls
  - 12 EMS
  - 3 Fire Alarms activated - 2905 Paine Ave, 1503 Eisner Ave and 1419 Illinois Ave
  - 2 Non-emergency lock-outs - 1 Vehicle at 2420 S 18 St and 1 Building at 1806 S 21 St
  
- 12/11/2013
  - 7 Total Calls
  - 5 EMS
  - 1 CO call - 623 S 14 St
  - 1 water leaking - 714 Superior Ave
  
- 12/12/2013
  - 15 Total Calls
  - 9 EMS Calls
  - Carbon monoxide problem at 3706 Geele Ave. (responded twice to this address)
  - 1 Assist invalid at 3212 Saemann Ave
  - 1 Smoke odor at 920 Indiana Ave
  - 1 Assist PD at Washington Ave and S Business Dr
  - 1 Structure fire at 1019 N 12<sup>th</sup> St

- 15 Total Calls
  - 6 EMS
  - 4 Alarms activated - 704 S 15 St, 1902 Mead Ave, 820 Indiana Ave, 1042 School Ave
  - 1 Water problem - 2309 Hillshire Dr
  - 1 Fluid spill - N.19 St and KMD
  - 1 Assist outside agency
  - 1 Medical transfer
  - 1 Medical lift assist
- 12/13/2013
- 
- 15 Total Calls
  - 9 EMS
  - 1 Structure fire - 1019 N 12 St Wall furnace started wall on fire.
  - 1 Smoke odor - 920 Indiana Ave
  - 2 CO calls - same address 3706 Geele Ave
  - 1 Assist PD. Pick up auto accident debris S Business and Washington Ave
- 12/14/2013
- 
- 14 Total Calls
  - 10 EMS
  - 1 Smoke odor - 322 Vollrath Blvd
  - 1 Alarms off - Georgia Pacific, 1927 Erie Ave
  - 1 Alarms off - Thomas Industries, 1419 Illinois Ave
  - 1 Alarms off - Surgery Center, 3141 Saemann Ave
- 12/15/2013
- 
- 21 Total Calls
  - 15 EMS including 1 assist Town of Sheboygan Falls First Responders
  - 2 Emergency lock-ins, both with small unattended children locked in a home – 3809 Rosewood Ct and 1621 Mead Ave
  - Assist Police - 825 Logan Ave
  - Auto Accident with injuries and fluids at 3320 S Business Dr
  - Alarms activated - 1615 Alabama Ave
  - Assist homeowner with smoke detector/CO detector concerns at 2109 Brookfield Ct
- 12/16/2013
- 
- 14 Total Calls
  - 12 EMS
  - 1 Auto Extrication - S Business Dr & Washington Ave
  - 1 Fire alarm activated - 3210 S 10 St
- 12/17/2013
- 
- 18 Total calls
  - 6 EMS calls
  - 2 Assist Invalids calls
  - 3 automatic alarms sounding - 1042 School Ave, 820 Indiana, 3212 Saemann Ave
  - Automobile on fire - 1900 Superior Ave
  - Natural Gas leak - 2507 N 23 St
  - Smoke scare - 1917 S 13 St
- 12/18/2013

- 21 Total Calls
  - 16 EMS
- 12/19/2013
- 3 Fire Alarms activated - 1828 Oakland Ave, 1313 N Taylor Dr and 704 N 15 St
  - 1 Auto Accident Fluid Spill - S Taylor Dr and Indiana Ave
  - 1 Non-Emergency lockout - 1734 Marvery Rd

- 16 Total Calls
  - 14 EMS
- 12/20/2013
- 2 Alarms off - 1419 Illinois Ave and 1031 Maryland Ave

- 10 Total Calls
  - 8 EMS
- 12/21/2013
- 1 Residential home lock-out - 1635 Alabama Ave
  - 1 Vehicle lock-out - 1230 N Taylor Dr

- 14 Total Calls
  - 14 EMS
- 12/22/2013

- 9 Total Calls
  - 8 EMS
- 12/23/2013
- 1 PI Accident at N 15 St and Geele Ave

- 13 Total Calls
  - 10 EMS Calls
- 12/24/2013
- CO alarm sounding with no illness - 1106 Dillingham Ave
  - Fire alarms sounding - 4313 Liberty Ct
  - Critical Care transfer to Green Bay for Orange Cross

- 9 Total Calls
  - 8 EMS
- 12/25/2013
- 1 Overheated space heater - 1512 S 10 St

- 12 Total Calls
  - 11 EMS Calls
- 12/26/2013
- Mutual Aid Town of Sheboygan - 1704 Manor Parkway

- 15 Total Calls
  - 9 EMS
- 12/27/2013
- 5 Transfers
  - 1 Alarms off - 1236 Parkwood Blvd

- 13 Total Calls
  - 13 EMS
- 12/28/2013

12/29/2013

- 9 Total Calls
- 8 EMS
- 1 Lockout

12/30/2013

- 11 Total Incidents
- 11 EMS
- 2 Transfers – Golden Living to Clinic & back
- 1 Transfer to Private House

12/31/2013

- 19 Total Calls
- 14 EMS
- 2 Transports
- 3 Assist Invalids
- 1 Canceled before going en-route

**Detailed Breakdown by Incident Type**

<b>INCIDENT TYPE</b>	<b># INCIDENTS</b>	<b>% of TOTAL</b>
111 - Building fire	9	0.75%
113 - Cooking fire, confined to container	13	1.09%
131 - Passenger vehicle fire	4	0.33%
142 - Brush or brush-and-grass mixture fire	2	0.17%
151 - Outside rubbish, trash or waste fire	1	0.08%
154 - Dumpster or other outside trash receptacle fire	1	0.08%
300 - Rescue, EMS incident, other	3	0.25%
311 - Medical assist, assist EMS crew	73	6.11%
320 - Emergency medical service, other	5	0.42%
321 - EMS call, excluding vehicle accident with injury	825	69.04%
322 - Motor vehicle accident with injuries	33	2.76%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.17%
324 - Motor vehicle accident with no injuries.	3	0.25%
331 - Lock-in (if lock out , use 511 )	5	0.42%
352 - Extrication of victim(s) from vehicle	2	0.17%
353 - Removal of victim(s) from stalled elevator	2	0.17%
381 - Rescue or EMS standby	1	0.08%
411 - Gasoline or other flammable liquid spill	3	0.25%
412 - Gas leak (natural gas or LPG)	6	0.50%
413 - Oil or other combustible liquid spill	7	0.59%
422 - Chemical spill or leak	10	0.84%
424 - Carbon monoxide incident	11	0.92%
440 - Electrical wiring/equipment problem, other	1	0.08%
441 - Heat from short circuit (wiring), defective/worn	2	0.17%
442 - Overheated motor	1	0.08%
443 - Breakdown of light ballast	1	0.08%
444 - Power line down	1	0.08%
500 - Service Call, other	1	0.08%
511 - Lock-out	8	0.67%
512 - Ring or jewelry removal	2	0.17%
520 - Water problem, other	1	0.08%
522 - Water or steam leak	3	0.25%
542 - Animal rescue	1	0.08%
551 - Assist police or other governmental agency	2	0.17%
553 - Public service	7	0.59%
554 - Assist invalid	41	3.43%
561 - Unauthorized burning	7	0.59%
611 - Dispatched & cancelled en route	8	0.67%
621 - Wrong location	1	0.08%
622 - No incident found on arrival at dispatch address	2	0.17%
631 - Authorized controlled burning	4	0.33%
651 - Smoke scare, odor of smoke	5	0.42%
652 - Steam, vapor, fog or dust thought to be smoke	3	0.25%
661 - EMS call, party transported by non-fire agency	1	0.08%
671 - HazMat release investigation w/no HazMat	8	0.67%
713 - Telephone, malicious false alarm	1	0.08%
714 - Central station, malicious false alarm	1	0.08%
715 - Local alarm system, malicious false alarm	1	0.08%
730 - System malfunction, other	1	0.08%
731 - Sprinkler activation due to malfunction	3	0.25%
733 - Smoke detector activation due to malfunction	11	0.92%
734 - Heat detector activation due to malfunction	2	0.17%
735 - Alarm system sounded due to malfunction	13	1.09%
736 - CO detector activation due to malfunction	8	0.67%
741 - Sprinkler activation, no fire - unintentional	3	0.25%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
743 - Smoke detector activation, no fire - unintentional	9	0.75%
745 - Alarm system activation, no fire - unintentional	8	0.67%
746 - Carbon monoxide detector activation, no CO	1	0.08%
812 - Flood assessment	1	0.08%
<b>TOTAL INCIDENTS:</b>	<b>1195</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

## Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	15	1.26%
112 - Fires in structure other than in a building	1	0.08%
113 - Cooking fire, confined to container	13	1.10%
118 - Trash or rubbish fire, contained	1	0.08%
130 - Mobile property (vehicle) fire, other	1	0.08%
131 - Passenger vehicle fire	5	0.42%
138 - Off-road vehicle or heavy equipment fire	1	0.08%
141 - Forest, woods or wildland fire	1	0.08%
142 - Brush or brush-and-grass mixture fire	3	0.25%
151 - Outside rubbish, trash or waste fire	1	0.08%
154 - Dumpster or other outside trash receptacle fire	1	0.08%
160 - Special outside fire, other	2	0.17%
300 - Rescue, EMS incident, other	3	0.25%
311 - Medical assist, assist EMS crew	35	2.95%
321 - EMS call, excluding vehicle accident with injury	829	69.90%
322 - Motor vehicle accident with injuries	29	2.45%
323 - Motor vehicle/pedestrian accident (MV Ped)	5	0.42%
324 - Motor vehicle accident with no injuries.	2	0.17%
341 - Search for person on land	1	0.08%
352 - Extrication of victim(s) from vehicle	2	0.17%
353 - Removal of victim(s) from stalled elevator	2	0.17%
411 - Gasoline or other flammable liquid spill	2	0.17%
412 - Gas leak (natural gas or LPG)	8	0.67%
413 - Oil or other combustible liquid spill	3	0.25%
422 - Chemical spill or leak	6	0.51%
424 - Carbon monoxide incident	3	0.25%
442 - Overheated motor	3	0.25%
443 - Breakdown of light ballast	1	0.08%
444 - Power line down	3	0.25%
445 - Arcing, shorted electrical equipment	7	0.59%
500 - Service Call, other	2	0.17%
510 - Person in distress, other	1	0.08%
511 - Lock-out	7	0.59%
520 - Water problem, other	1	0.08%
522 - Water or steam leak	1	0.08%
531 - Smoke or odor removal	1	0.08%
551 - Assist police or other governmental agency	3	0.25%
553 - Public service	5	0.42%
554 - Assist invalid	59	4.97%
561 - Unauthorized burning	16	1.35%
600 - Good intent call, other	2	0.17%
611 - Dispatched & cancelled en route	4	0.34%
622 - No incident found on arrival at dispatch address	5	0.42%
631 - Authorized controlled burning	2	0.17%
641 - Vicinity alarm (incident in other location)	1	0.08%
651 - Smoke scare, odor of smoke	9	0.76%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.17%
671 - HazMat release investigation w/no HazMat	8	0.67%
714 - Central station, malicious false alarm	1	0.08%
715 - Local alarm system, malicious false alarm	2	0.17%
731 - Sprinkler activation due to malfunction	1	0.08%
733 - Smoke detector activation due to malfunction	13	1.10%
735 - Alarm system sounded due to malfunction	15	1.26%
736 - CO detector activation due to malfunction	8	0.67%
740 - Unintentional transmission of alarm, other	1	0.08%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

## Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
741 - Sprinkler activation, no fire - unintentional	4	0.34%
743 - Smoke detector activation, no fire - unintentional	10	0.84%
744 - Detector activation, no fire - unintentional	2	0.17%
745 - Alarm system activation, no fire - unintentional	11	0.93%
<b>TOTAL INCIDENTS:</b>	<b>1186</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

# Sheboygan Fire Department

Sheboygan, WI

This report was generated on 3/7/2014 2:19:04 PM



## Property Values versus Losses per Incident for Date Range

Start Date: 10/01/2013 | End Date: 12/31/2013

INCIDENT #	PRE-INCIDENT VALUE	LOSSES
2013-03879	\$500.00	\$500.00
2013-04096	\$107,600.00	\$5,000.00
2013-04105	\$25,000.00	\$20,000.00
2013-04117	\$35,000.00	\$200.00
2013-04148	\$167,400.00	\$1,000.00
2013-04216	\$100.00	\$100.00
2013-04357	\$3,000.00	\$3,000.00
2013-04420	\$4,029,400.00	\$0.00
2013-04502	\$126,500.00	\$25,000.00
2013-04586	\$3,500.00	\$2,000.00
2013-04690	\$65,000.00	\$5,000.00
2013-04748	\$50,000.00	\$8,000.00
2013-04980	\$30,000.00	\$3,000.00
<b>Totals:</b>	<b>\$4,643,000.00</b>	<b>\$72,800.00</b>

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.



**EMERGENCY  
REPORTING**

emergencyreporting.com

Doc Id: 968

Page # 1

II

R. O. No. \_\_\_\_\_ - 13 - 14. By BUILDING INSPECTION DEPARTMENT.  
March 17, 2014.

Attached hereto we are submitting the report for Building inspection  
Department: JANUARY 2014 and FEBRUARY 2014

  
\_\_\_\_\_  
Building/Heating Inspector

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	\$4,455.00	\$1,545.00
Building Permits	\$7,160.00	\$7,903.70
Projecting Sign Fees		
Electrical Permit Fees	\$2,230.00	\$7,970.00
Heating Permit Fees	\$2,695.00	\$2,300.00
Sales Tax	\$7.73	\$10.08
Plumbing Permit Fees	\$1,060.00	\$2,890.00
Sewer Permit Fees		
Occupancy Permit Fees	\$300.00	\$750.00
Board of Appeals	\$500.00	
Misc. General Revenue	\$166.20	\$202.37
Plan Examining Fees	\$1,100.00	\$500.00
Code Books		
State Stamps		
Rooming House Permits		
Erosion Control Fees		
Penalty Fees	\$56.00	\$720.00
Cash Over, Short or Refund	(\$690.00)	
Contractors Escrow	(\$2,371.05)	(\$1,455.00)
Weights & Measure License	\$1,952.00	\$343.00
Clearwater Inspection Fees	\$2,960.00	\$2,240.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$21,580.88</b>	<b>\$25,919.15</b>

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	\$4,400.00	\$3,850.00
Building Permits	\$6,035.80	\$4,520.00
Projecting Sign Fees		
Electrical Permit Fees	\$8,355.00	\$2,375.00
Heating Permit Fees	\$2,480.00	\$1,985.00
Sales Tax	\$1.09	\$5.77
Plumbing Permit Fees	\$1,288.00	\$5,750.00
Sewer Permit Fees		
Occupancy Permit Fees	\$750.00	\$1,100.00
Board of Appeals		
Misc. General Revenue	\$24.41	\$167.07
Plan Examining Fees	\$700.00	
Code Books		
State Stamps		
Rooming House Permits	\$260.00	\$110.00
Erosion Control Fees		
Penalty Fees	\$930.00	\$370.00
Cash Over, Short or Refund	(\$7.00)	
Contractors Escrow	(\$1,316.00)	(\$323.95)
Weights & Measure License	\$6,925.00	\$4,496.00
Clearwater Inspection Fees	\$4,720.00	\$2,400.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$35,546.30</b>	<b>\$26,804.89</b>

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial						
New Misc - Non Residential						
Storage Bldgs - Residential						
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	56	47	\$ 379,701.35	\$ 302,866.00	\$ 4,930.00	\$ 3,560.00
Alterations & Add'ns - Commercial	7	3	\$ 138,600.00	\$ 31,000.00	\$ 1,480.00	\$ 310.00
Wrecking						
Moving						
Signs	6	7	\$ 26,988.00	\$ 51,460.00	\$ 700.00	\$ 650.00
Fences/Pools/Decks/Driveways						
Tanks						
Miscellaneous	1				\$ 50.00	
<b>TOTALS</b>	<b>70</b>	<b>57</b>	<b>\$ 545,289.35</b>	<b>\$ 385,326.00</b>	<b>\$ 7,160.00</b>	<b>\$ 4,520.00</b>
<b>PERMIT TYPES</b>						
Electrical	19	13	\$ 54,175.00	\$ 80,400.00	\$ 2,230.00	\$ 2,375.00
Heating	50	45	\$ 170,414.00	\$ 122,979.00	\$ 2,695.00	\$ 1,985.00
Plumbing	20	27			\$ 1,060.00	\$ 5,750.00
Sewer						
<b>TOTALS</b>	<b>89</b>	<b>85</b>	<b>\$ 224,589.00</b>	<b>\$ 203,379.00</b>	<b>\$ 5,985.00</b>	<b>\$ 10,110.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>159</b>	<b>142</b>	<b>\$769,878.35</b>	<b>\$588,705.00</b>	<b>\$13,145.00</b>	<b>\$14,630.00</b>

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial						
New Misc - Non Residential						
Storage Bldgs - Residential						
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	42	47	\$ 305,430.00	\$ 302,866.00	\$ 3,685.80	\$ 3,560.00
Alterations & Add'ns - Commercial	9	3	\$ 93,469.00	\$ 31,000.00	\$ 1,070.00	\$ 310.00
Wrecking	1		\$ 1,000.00		\$ 50.00	
Moving						
Signs	11	7	\$ 54,774.00	\$ 51,460.00	\$ 980.00	\$ 650.00
Fences/Pools/Decks/Driveways						
Tanks						
Miscellaneous	4					
<b>TOTALS</b>	<b>67</b>	<b>57</b>	<b>\$ 454,673.00</b>	<b>\$ 385,326.00</b>	<b>\$ 5,785.80</b>	<b>\$ 4,520.00</b>
<b>PERMIT TYPES</b>						
Electrical	57	13	\$ 243,951.40	\$ 80,400.00	\$ 8,355.00	\$ 2,375.00
Heating	46	45	\$ 150,103.00	\$ 122,979.00	\$ 2,480.00	\$ 1,985.00
Plumbing	25	27			\$ 1,288.00	\$ 5,750.00
Sewer						
<b>TOTALS</b>	<b>128</b>	<b>85</b>	<b>\$ 394,054.40</b>	<b>\$ 203,379.00</b>	<b>\$ 12,123.00</b>	<b>\$ 10,110.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>195</b>	<b>142</b>	<b>\$ 848,727.40</b>	<b>\$ 588,705.00</b>	<b>\$ 18,158.80</b>	<b>\$ 14,630.00</b>

**II**

R. O. No. \_\_\_\_\_ - 13 - 14. By PURCHASING AGENT. March 17, 2014.

Submitting a report relative to the purchase of a current model Rescue/Pumper apparatus to be manufactured to specifications by the Pierce Manufacturing Co. of Appleton WI at a cost of \$489,500.00.

The principal and interest of \$ 528,479.98 will be leased through a Municipal Capital Lease provided by Oshkosh Capital Corporation of Columbus, OH for a period of seven (7) years beginning one year following lease commencement, having an interest rate of 2.99% and to be repaid in seven equal annual payments of: \$75,497.14 per year

The Pierce Manufacturing Company produces a number of "stock" units of its **Impel PUC Rescue Pumper** each year. Because these are used for trade show and display purposes, the trucks naturally feature all of the options, equipment and accessories offered by the manufacturer.

The City of Sheboygan Fire Department has the opportunity to purchase one of these "state of the art" apparatus including all standard municipal discounts at a cost of \$590,000.00

It bears mention that the Sheboygan Fire Department has exhibited excellent due diligence during the specification process and has thoughtfully and dutifully scrutinized the specifications and as a result has achieved a purchase price of over \$100,000.00 **below** the cost of the fully equipped "stock" unit.

Further, to the credit of the Sheboygan Fire Department command staff, input from many front line firefighters was sought and was given due consideration in the determination of the final specifications and the configuration of the vehicle to be purchased.

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

III

Res. No. \_\_\_\_\_ - 13 - 14. By Alderperson Heidemann. March 17, 2014.

A RESOLUTION authorizing advertising for bids for the sanitary sewer relay of N. 6<sup>th</sup> St. from Euclid Ave. to approximately 160' to the south.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the sanitary sewer relay of N. 6<sup>th</sup> St. from Euclid Ave. to approximately 160' to the south, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

\_\_\_\_\_

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

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

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

III

Res. No.       - 13 - 14       By Alderperson Hammond.     March 13, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for obtaining Financial Advisory services formerly referred to as Bond Counsel Services.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Wisconsin Public Finance Professionals, LLC for Financial Advisory services beginning April 1, 2014 through March 31, 2016 in accordance with City of Sheboygan RFP #1838-14 and the current Capital Improvements Program.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Debt Issuance expense Account Number 30115100-540117 in payment of same.

\_\_\_\_\_

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

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

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

# III

Res. No.       - 13 - 14. By Alderperson Carlson. March 17, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into a Purchase agreement and an associated seven year capital lease for the purchase of (1) new Rescue Pumper apparatus for the City of Sheboygan Fire Dept.

WHEREAS; The Sheboygan Fire Department created an equipment replacement schedule many years ago to insure that its fleet of fire and rescue apparatus remains dependable and compliant to national standards (NFPA), and;

WHEREAS; In concert with the replacement schedule, a key piece of equipment in the Sheboygan Fire Department Fleet has been identified as to being both ready and eligible for replacement in 2014, and City of Sheboygan and Fire Department staff have spent a great deal of effort in identifying and specifying a suitable and budget mindful replacement, and;

WHEREAS; The Sheboygan Fire Department has found that the combination of a water and foam pumper and a rescue squad vehicle, commonly known as a "rescue/pumper" offers the Department the greatest amount of flexibility when responding to emergency calls where both types of hazards present themselves and it is further prudent to note that these types of calls traditionally required the response by two separate vehicles and associated fire department personnel, and;

WHEREAS; The Sheboygan Fire Department, including both management and front line personnel working in conjunction with City Staff have diligently worked to specify a vehicle and equipment package that meets all of its needs yet is respectful of budgetary constraints. This diligence has resulted in a cost reduction of nearly \$100,000 from the cost of a similar apparatus containing all available options, accessories and equipment and;

WHEREAS; Over the past many years The Sheboygan Fire Department has found that Fire Fighting apparatus manufactured by Pierce Inc. of Appleton WI to be some of the best in the industry and has made a conscious effort to standardize its fleet with Pierce equipment and;

WHEREAS; The responsibility for the regular maintenance and repair of the entire Sheboygan Fire Department fleet has recently been assumed by the Department of Public Works and the close proximity and willingness of Pierce Manufacturing has resulted in the City taking advantage of nearby support, replacement parts and on-going training offered to Pierce Manufacturing customers, and;

WHEREAS; it is believed that the efforts toward fleet standardization, on-going training, close proximity of repair parts and components and the lease/purchase of this apparatus directly from the Manufacturer, and attractive municipal leasing rates from Oshkosh Capital Inc. together work in concert to preclude the City of Sheboygan from having to competitively bid the apparatus as determined in city ordinances.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a purchase agreement with Pierce Manufacturing Inc. of Appleton WI in the amount of \$489,500.00 and a Municipal Lease Agreement with Oshkosh Capital Inc. having seven annual lease payments of \$75,497.14 per year, and that the need for competitive bidding is hereby waived, and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw annual lease payments on the appropriate accounts as identified by the Finance Director in the amount of \$75,497.14 per year for a total of seven (7) years at an interest rate of 2.99%, with the first payment to be due one year from commencement of the lease.

---

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. \_\_\_\_\_ - 13 - 14. By Alderperson Heidemann. March 17, 2014.

A RESOLUTION authorizing advertising entering into a contract for the Pennsylvania access structure.

RESOLVED: That the proper City Officials are hereby authorized and directed to enter into contract with Janke General Contractors, Athens, Wisconsin for the Pennsylvania Avenue siphon modifications access structure, for the proposed sum of \$226,112 per their proposal dated March 5, 2014.

BE IT FURTHER RESOLVED: That the proper City Officials are hereby authorized and directed to draw orders on the following account number in payment of same:

A/C 301-304110-521900 Siphon Access Structure \$226,112

\_\_\_\_\_

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. \_\_\_\_\_ - 13 - 14. By Alderperson Heidemann. March 17, 2014.

A RESOLUTION authorizing the appropriate City officials to execute the Management Services Agreement regarding Quarryview Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Management Services Agreement for 2014 in form substantially similar to the attached.

\_\_\_\_\_

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

## **MANAGEMENT SERVICES AGREEMENT**

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2014, by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin ("City"), and Empire Recreation Management, LLC, a Wisconsin limited liability company ("Manager"), collectively, the "Parties."

### RECITALS

WHEREAS, City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager is experienced in the operation of seasonal, water-based family entertainment centers and desires to manage and operate the quarry beachfront, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to obtain the benefits of Manager's expertise in the operation and management of seasonal, water-based family entertainment centers by turning over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I  
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations.

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach shall be 10 a.m. to 7 p.m., seven days per week from Memorial Day through Labor Day 2014, with the exception that the beach and Quarryview Community Center will not be available to the Manager for operations on Tuesday, August 12, 2014, as the Center and parking lot will be utilized all that day by the City

as a polling place for elections. The Parties may mutually agree to adjust the hours of operation based upon the weather and demand;

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time.

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) All users will need to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Lifejackets and wristbands will be required for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation, retirement and welfare plans, conduct policies, workers

compensation insurance and compensation. Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

## ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

### 2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from City with respect to such records and shall confer with City at all reasonable times, upon request, concerning the operations of the Quarry and the Quarryview Community Center. In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III  
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV  
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

4.3 Other Interests. City acknowledges and agrees that Manager may provide services that are the same or substantially similar to the Services provided herein to, and that Manager or its shareholders, directors, officers or employees (collectively, the "Manager Parties") may own, manage, operate or invest in, businesses related to or in the same type of activities as the Quarry, provided, however, that none of such activities or facilities are located within a twenty (20) mile radius of the Quarry. The ownership of such an interest in, or the provision of such services to, such a business by a Manager Party shall not constitute a breach of or default under this Agreement by Manager. Nothing in this Agreement shall prohibit any Manager Party from providing such services to or having such interests in, either directly or indirectly, any other real property, business or investment of any nature or description, independently or with others, provided such services or facilities are not provided or located within a twenty (20) mile radius of the Quarry.

ARTICLE V  
HOLD HARMLESS

5.1 Scope of Liability. Manager shall not be liable to City for any negligent acts or omissions in the performance of this Agreement. Rather, Manager shall be liable to City only if the act, or failure to act, of Manager constitutes any of the following:

(a) Manager's bad faith, recklessness, gross negligence, gross misconduct or willful misconduct in its management and operation of the Quarry, or arising out of any breach or claimed breach of any representation or any of its obligations pursuant to this Agreement; or

(b) A violation of criminal law, unless Manager had reasonable cause to believe that its conduct was lawful or no reasonable cause to believe that its conduct was unlawful.

5.2 Indemnification Obligations. City and Manager agree to hold each other harmless for liabilities arising out of the performance of this Agreement as follows:

(a) Manager agrees to defend, indemnify and hold harmless City and its officers, officials, managers, employees and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of Manager's bad faith, recklessness, gross negligence, gross misconduct or willful misconduct in its management and operation of the Quarry, or arising out of any breach or claimed breach of any representations or any of its obligations pursuant to this Agreement.

(b) City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith, recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of any breach of representations or any of its obligations pursuant to this Agreement.

(c) The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

ARTICLE VI  
TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the date hereof and continue in full force and effect during the 2014 summer swimming season at the Quarry ending on or about the end of the Labor Day weekend, but in no event later than September 7, 2014. This Agreement may be renewed for one successive year summer swimming season upon written agreement of the Parties, subject to such modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

(a) Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date.

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of

Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

#### ARTICLE VII MISCELLANEOUS

7.1 Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. If Notice is sent by mail as provided above, it also shall be sent on the date of mailing by facsimile transmission to the facsimile number, if any, designated by the other party in writing for receipt of such notice. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

7.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**MANAGER:**

EMPIRE RECREATION  
MANAGEMENT, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

CITY OF SHEBOYGAN

By: \_\_\_\_\_

Michael J. Vandersteen  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

**EXHIBIT "A"**

*[DPW to provide photo or drawings identifying  
areas covered by Management Services Agreement]*

**VII**

R. C. No. \_\_\_\_\_ - 13 - 14. By LAW AND LICENSING. March 17, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 271-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends denying Taxicab Driver's License #0298 based upon his failure to accurately reveal all convictions on his application and his record of violations related to the licensed activity.

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

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



Gen. Ord. No. \_\_\_\_\_ - 13 - 14. By Alderpersons Donohue, Bohren,  
VanderWeele and Dassler. March 17, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete and add various positions to the Fire Department Table of Organization for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section C. 1. Fire Department as follows:

C. FIRE DEPARTMENT

1. Fire Department - Sworn Officers

	Job Code	Class Grade	NO. of Employees
<b><u>DELETE:</u></b>			
Shift Commander	A09100D	11	3.0
<b><u>ADD:</u></b>			
Battalion Chief	A09100D	11	3.0

Section 2. The new job description for the Battalion Chief in the Fire Department is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Department and Human Resources Department.

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

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

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

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



## CITY OF SHEBOYGAN

### Job Description

#### BATTALION CHIEF

Salary Grade 11

**Reports to:** Assistant and Deputy Chief

**Department:** Fire Department

**Classification:** Exempt

**Division:** Non-Represented

**Date:** 03-10-2014

**Approved:** S & G: 03-10-2014  
Council:

**Revision:** A

#### **POSITION SUMMARY:**

Under general direction of the Fire Chief or his/her designee, the Battalion Chief assists in commanding a complete battalion and is responsible for firefighting and rescue entailing the command of personnel, equipment and apparatus of an entire battalion, in the combating, extinguishing and the preventing of fires and the saving of life and property. The Battalion Chief is responsible for the discipline of his/her personnel and for the proper maintenance of apparatus and equipment, in all fire stations, in accordance with all standing orders and other regulations. At a fire, unless working under a superior officer, the Battalion Chief is responsible for effectively suppressing the fire. The Battalion Chief carries out administrative and clerical duties relating to fire suppression and fire prevention activities, referring all policy matters to his/her immediate and appropriate superior. The work is evaluated in terms of the example set for the personnel of the department, their respect for him/her, the general level of discipline on his/her shift, the level of his/her knowledge and effectiveness and accuracy of the departmental records, and the ability to establish amiable and cooperative relationships with the public while performing routine fire inspections.

#### **Typical Duties: (These examples do not list all the duties, which may be assigned.)**

1. \*Assists in commanding a complete battalion and effectively supervises personnel under his/her command.
2. \*Is accountable for enforcing discipline and order throughout the department and effectively initiating and/or recommending disciplinary actions.
3. \*Organize the daily shift of firefighters, assign and supervise the maintenance of the Shift schedule.
4. \*Confers with his/her Assistant and Deputy Chiefs relative to the proficiency of his/her shift and assists in planning and implementation of organizational or operational changes and policy changes.
5. \*Responsible for compiling and preparing all operational reports.
6. \*Serves as a member of the administrative staff of the Fire Chief.
7. \*Carries out planning and survey work; evaluates the effectiveness of his/her battalion for conformance with departmental methods, procedures and policies and takes corrective action when necessary to provide for the effective and efficient operation of his/her shift.

8. \*Provides written evaluations of all officers on his/her respective shift and effectively participates in appointments, promotions, etc.
9. \*Receives and transmits orders and information to his/her shift whether written or oral.
10. \*Responds to fire alarms, and in the absence of a Chief Officer, directs the laying of hose lines, direction of fire streams, required pressures of streams, placement of apparatus, administering of first aid and the placing of salvage covers.
11. \*Directs the salvage and overhaul process on the premises after extinguishment of a fire.
12. \*Compiles and submits varied records and reports as required.
13. \*Conducts routine fire inspections of all commercial and industrial properties located within the inner construction limits as required by state statute.
14. Responsible for supervising fire department paramedic units, monitoring all responses and responding as appropriately.
15. Responsible to maintain proper city wide response coverage at all times utilizing on-duty crews, call-back or mutual-aid response.
16. Responds to other emergency incidents as required and directs mitigation activities through safe and efficient use of available resources.
17. Conducts media interviews and generates written press releases related to fire department incident activities.
18. Monitors training records of all personnel on his/her respective shift denoting progress and the need for additional training.
19. Maintains proper confidentiality of fire department activities and responses.
20. Performs related work as required.

**\*Essential Functions**

**Minimum Qualifications:**

1. Thorough knowledge of the operation and maintenance of all apparatus and equipment used in firefighting, rescue and hazardous materials handling and recovery.
2. Thorough knowledge of the strategy and tactics of firefighting, rescue and hazardous materials handling and recovery.
3. Thorough knowledge of the causes of fire and extinguishing methods.
4. Thorough knowledge of streets, buildings, building construction and private fire protection systems.
5. Thorough knowledge of Fire Department rules, regulations, standard operating procedures and standing orders of the department.

6. Thorough knowledge of all federal and state laws, state and municipal codes relative to Fire Department operations and fire prevention practices, all city policies and the current labor contract.
7. Thorough knowledge of rescue work including all aspects of pre-hospital medical response and medical transport.
8. Mechanical aptitude.
9. Agility and strength to do prolonged and arduous work under adverse conditions.
10. Ability to react quickly, make sound judgments while retaining composure under the duress and stress of emergency situations.
11. Thorough knowledge of leadership styles and techniques under both normal and emergency conditions.
12. Ability to establish cooperative relationships with other officials and with the public.
13. Ability to communicate clearly and concisely both orally and in writing.
14. Thorough knowledge of the operation, size and location of water mains as applied to the firefighting activities of the Fire Department.
15. Ability to effectively supervise, plan, and coordinate the work of employees.
16. A high sense of responsibility and initiative to work independently without supervision and to work from oral and written instructions.

#### Licensure and Certifications

1. Diploma from a standard senior high school or technical school recognized and issued by a state education agency. A GED certificate recognized by the Wisconsin Department of Public Instruction showing an equivalent level of educational development will be accepted. The diploma or certificate must be earned prior to the date of appointment.
2. Possession of a valid Wisconsin Motor Vehicle Operator's license.
3. Emergency medical licensure by the State of Wisconsin to the level deemed appropriate and necessary by the Chief of the Department.
4. Current BLS Certification through approved agency.
5. Any additional requirements as established by the Board of Police and Fire Commissioners pursuant to their authority contained in Chapter 62.13(3) of the Wisconsin Statutes.

#### Function of Position Description

This job description has been prepared to define the general duties of the position, to provide examples of work, and to detail the required knowledge, skills, and abilities as well as the level of training and experience for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The City of Sheboygan retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description by its own discretion.



Gen. Ord. No.       - 13 - 14      . By Alderpersons Hammond and Lessard.  
March 17, 2014.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. Territory Annexed. In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying contiguous to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

Parcel Two of attached Plat of Survey:

Part of the SE 1/4 of the SE 1/4 of Section 5, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin described as follows:

Commencing at the SE corner of said Section 5, thence N 88°01'50" W along the south line of the SE 1/4 of said Section 5, 867.72', thence N 01°55'47" W, 33.70' to the north right of way line of Weeden Creek Road, said point being the point of beginning, thence continuing N 01°55'47" W, 144.30', thence Northeasterly, 1236.81' along an arc of a curve to the right with a radius of 5553.35', a chord bearing of N 34°06'36" E, and a chord length of 1234.26' to the west right of way line of I-"43", thence S 01°58'01" E along said west line, 1114.51' to the north right of way line of Weeden Creek Road, thence S 86°38'58" W along said north line, 629.66', thence S 80°55'25" W along said north line, 98.19' to the point of beginning, being a tract of land containing 11.081 acres.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned SI-Suburban Industrial.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the secretary of state of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 29th Ward, 7th Aldermanic District, 20th Supervisory District, 26th Assembly District and the 9th Senatorial District.

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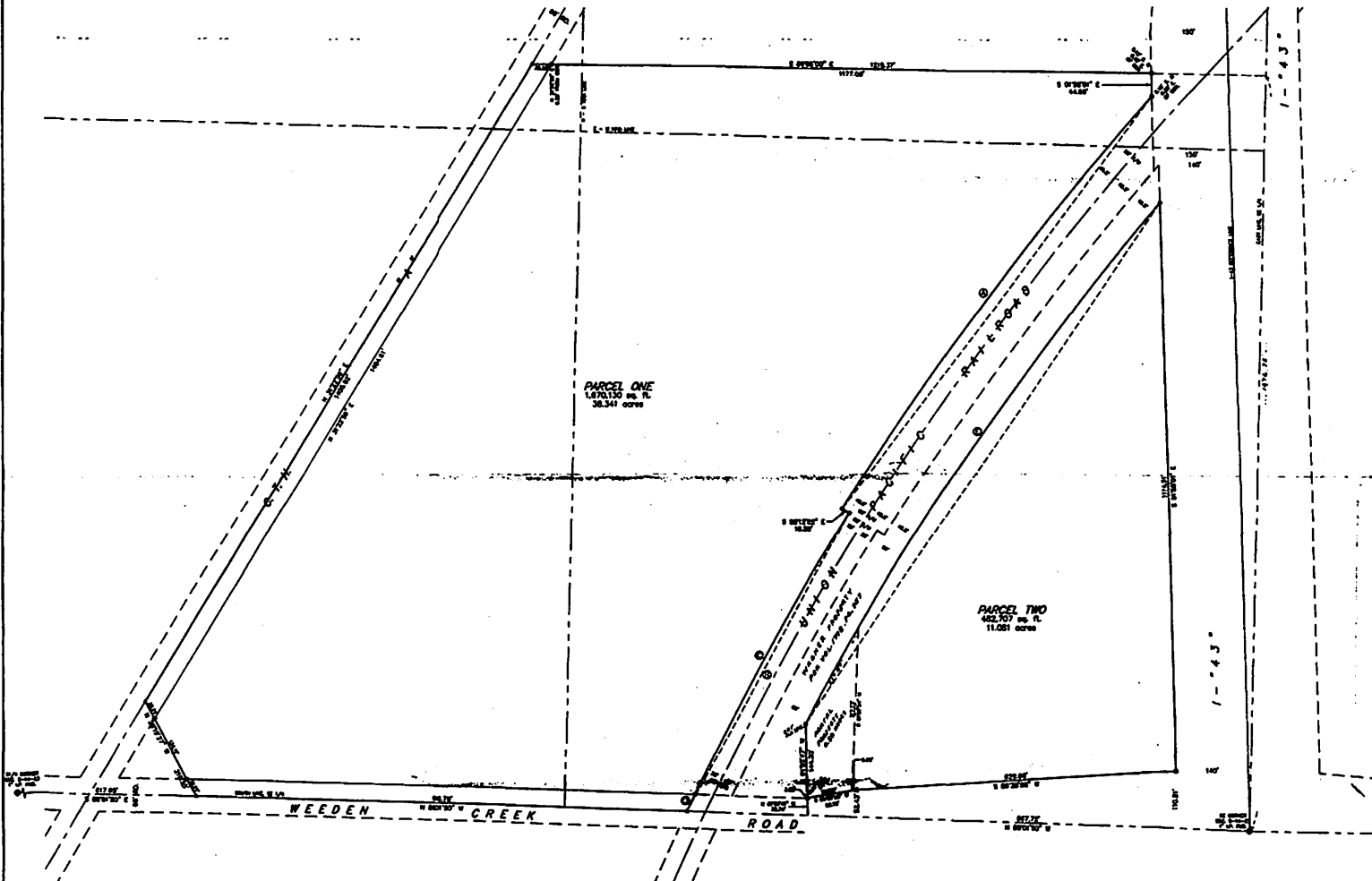
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I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

PLAT OF SURVEY FOR  
 A. L. HEIMER  
 PART OF THE NE 1/4 OF THE SE 1/4, PART OF THE NW 1/4 OF THE SE 1/4, PART OF THE  
 SE 1/4 OF THE SE 1/4, AND PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 5, TOWN 14 NORTH, RANGE 23 EAST  
 WISCONSIN COUNTY, WISCONSIN



**LEGAL DESCRIPTION**

**Parcel One**  
 Part of the NE 1/4 of the SE 1/4, part of the NW 1/4 of the SE 1/4, part of the SE 1/4 of the SE 1/4, and part of the SW 1/4 of the SE 1/4 of Section 5, Town 14 North, Range 23 East, Town of Wilson, Shelbourn County, Wisconsin, described as follows:

Commencing at the SW corner of said Section 5, thence S 89°01'30" E along the south line of the SE 1/4 of said Section 5, 417.63' to the point of beginning, thence N 29°19'27" W, 210.33' to the centerline of U. S. R. 74, thence N 31°22'34" E along said centerline, 1455.55', thence S 89°02'02" E, 1215.23' to the west right of way line of I-43, thence S 01°58'01" E along said west line, 44.68' to the northerly right of way line of the Union Pacific Railroad, thence Southeasterly along said northerly line, 1210.37' along an arc of a curve to the left with a radius of 3701.83', a chord bearing of S 26°32'33" W, and a chord length of 1226.03', thence S 28°18'08" E along said northerly line, 14.50', thence Southeasterly along said northerly line, 461.96' along an arc of a curve to the left with a radius of 3463.37', a chord bearing of S 28°27'32" W, and a chord length of 5463.37', a chord bearing of S 28°27'32" W, and a chord length of 5463.37', thence S 01°58'01" E along said south line, 968.28' to the point of beginning, being a tract of land containing 35.341 acres.

**Parcel Two**  
 Part of the SE 1/4 of the SE 1/4 of Section 5, Town 14 North, Range 23 East, Town of Wilson, Shelbourn County, Wisconsin, described as follows:

Commencing at the SE corner of said Section 5, thence N 89°01'30" W along the south line of the SE 1/4 of said Section 5, 467.72', thence N 01°32'47" W, 33.30' to the north right of way line of Weeden Creek Road, said point being the point of beginning, thence continuing N 01°32'47" W, 144.30', thence Northeasterly, 1226.81' along an arc of a curve to the right with a radius of 3533.23', a chord bearing of N 34°09'35" E, and a chord length of 1254.28' to the east right of way line of I-43, thence S 01°32'01" E along said west line, 1114.51' to the north right of way line of Weeden Creek Road, thence S 89°28'38" W along said north line, 429.64', thence S 82°32'02" W along said north line, 98.19' to the point of beginning, being a tract of land containing 11.081 acres.

**CURVE DATA**

CURVE	RADIUS LENGTH	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT BEARING IN	ARC LENGTH	TANGENT BEARING OUT
A	5701.83'	10°09'10"	1009.09'	S 36°34'33" W	S 41°07'08" W	1010.37'	S 31°47'38" W
B	3463.37'	04°40'16"	641.96'	S 28°27'32" W	S 21°13'38" W	641.96'	S 27°07'48" W
C	3533.23'	04°18'28"	629.72'	S 28°27'32" W	S 21°13'38" W	629.72'	S 27°07'48" W
D	3533.23'	18°43'38"	1226.81'	N 34°09'35" E	N 27°12'41" E	1226.81'	N 40°29'29" E

- LEGEND**
- = 1" IRON PIPE FOUND
  - = 3/4" IRON PIPE SET
  - = 8" BUILT UP POST FOUND
  - = 8" BUILT UP POST FOUND

I, Craig L. Heimer, Registered Land Surveyor, certify that I have caused the survey to be made of the above described property and that the drawing shown is a true representation of that survey.

Dated this 20th day of January, 2023.



SCALE: 1" = 400'



Gen. Ord. No.     - 13 - 14.     By Alderperson Carlson. March 17, 2014.

AN ORDINANCE amending Article III of Chapter 26 of the City of Sheboygan Municipal Code so as to update the city electrical code to conform with changes to the state statutes and administrative code.

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

Section 1. Article III of Chapter 26 of the City of Sheboygan Municipal Code, entitled "Electrical" is hereby repealed and re-created to read as follows:

**"ARTICLE III. ELECTRICAL**

DIVISION 1. GENERALLY

Sec. 26-196. Penalties for violation of article.

Any violation of, or noncompliance with, any of the provisions of this article shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution; and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 90 days. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-197. Code adopted.

(a) Chapters SPS 305 and SPS 316 of the Wisconsin Administrative Code, as well as § 101.862, Wisconsin Statutes, are adopted by reference and made a part of this article; any future amendments, revisions or modifications of such laws or codes incorporated in this section are intended to be made part of this article in order to secure uniform statewide regulation and enforcement of law relating to electricity.

(b) Repairs and/or installations existing on the effective date of the ordinance from which this article is derived may be required to be brought into compliance with this article (current state electrical code) by the city, and within the time period determined by the city.

Sec. 26-198. Liability of other crafts.

Persons associated with crafts other than electrical and functioning in their native pursuits shall in no way alter the approved character of an electrical installation by the replacement of materials or equipment in too close proximity, by concealment, by making inaccessible or in any way affecting said approved electrical installation so as to render it in

violation of this chapter. Exception to the provision of this section shall be permitted where special written approval is obtained from the electrical inspector and the person owning or occupying the affected premises. Violation of this section shall also subject the offender to liability for construction costs incurred in remedying the electrical installation.

Sec. 26-199. Required.

No person shall alter, install or repair electrical wires and apparatus for the utilization of electrical current for light, heat or power in the city except in the usual operations of the public utility company, without first having obtained a license therefor as required pursuant to SPS 305, Wisconsin Administrative Code."

Sec. 26-200. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Electrical work* means the installation, supervision or inspection of electrical wiring and equipment for the production, modification, regulation, control, distribution, utilization or safeguarding of electrical energy for mechanical, chemical, heating, lighting or similar purposes.

*Estimated cost* is electrical contractor bid price plus actual costs of any materials that are required for the electrical installation that is not provided for by the electrical contractor. Time and material jobs shall be based on estimated total cost. Upon completion of bid projects and/or time and material jobs, an additional permit shall be taken out to cover any extras that were in excess of the original permit.

*Owner occupied* is where the owner of a residential property has resided therein for no less than the previous three consecutive months.

## DIVISION 2. ADMINISTRATION AND ENFORCEMENT

### Subdivision I. In General

Sec. 26-221. Right of access.

The electrical inspector and/or his assistants shall have the right during reasonable hours to enter any public or private buildings, or premises in

the discharge of their official duties or for the purpose of making any inspections or tests of electrical wires or appliances. They shall be given prompt access to any premises upon notification to the owner, occupant or other person in charge.

Sec. 26-222. Enforcement of article.

The electrical inspector shall enforce the provisions of this article.

Sec. 26-223. Inspectors not to engage in business.

The electrical inspector shall have no financial interest in any concern engaged in the installation of electrical wiring in the city at any time while holding the office of electrical inspector. Any violation of the provisions of this section shall be sufficient cause for his dismissal.

Sec. 26-224. Disconnections.

The electrical inspector shall have the authority to cause the disconnection of any wiring or equipment where such wiring or equipment in his judgment is dangerous to life or property or may interfere with the work of the fire department. No person shall reconnect any equipment thus disconnected without written permission from the electrical inspector.

Sec. 26-225. Arbitration.

Whenever the electrical inspector condemns all or part of an electrical installation in any building, the owner, within five days after receiving notice from the electrical inspector, may file a petition in writing with the chairman of the electrical examining board for review of the actions of the inspector. Upon receipt of such petition, the board shall at once proceed to determine whether the electrical construction complies with the requirements of this article; and shall, within three days, make a decision in accordance with its findings.

Sec. 26-226. Records.

The electrical inspector shall keep and maintain complete records of all permits issued, inspections made and other official work performed under the provisions of this article so as to afford full and prompt information concerning electrical installations.

Sec. 26-227. Re-inspection and/or no show fees.

Re-inspection fee shall be \$40.00.

No Show fee shall be \$40.00.

Maximum of one fee per inspection.

Sec. 26-228. Temporary installations.

The electrical inspector may grant special permission, for a limited period of time, for the installation or use of temporary electrical wiring or equipment which does not conform with the regulations of this article. The person installing such wiring or equipment shall be directly and legally responsible and accountable for the safe condition of the installation at all times and its complete removal at the end of the fixed temporary period as set by the inspector, or any time sooner when ordered by the inspector. Carnivals, circuses, theatrical acts, and exhibitions and all places of temporary outdoor assembly are included in the provisions of this section, and all electric wiring and equipment associated therewith shall be installed, maintained and operated in a safe and workmanlike manner.

Sec. 26-229. Emergency work.

In emergency work, the person doing or causing work to be done shall immediately, following commencement of the work, report the work to the electrical inspector on forms furnished by the inspector. Such work shall be performed in accordance with the provisions of this article.

Sec. 26-230. Electrical inspection for work requiring a permit under §26-257.

Upon completion of the wiring of any building or before any wiring is hidden from view, the person performing the work shall notify the electrical inspector, who shall inspect the installation within 48 hours of the time such notice is received. If it is found that such installation is fully in compliance with this article and does not constitute a hazard to life or property, the inspector shall approve the work and authorize concealment of the wiring or connection for electrical service. If the installation is incomplete or not strictly in accordance with the provisions of this article, the inspector shall issue orders to the person making such installation to remove all hazards and make the necessary changes or additions within ten days of such notice. Concealment of electrical work before inspection or failure to comply with the orders of the inspector shall constitute a violation punishable in accordance with

the provisions of this article. A contractor or employee or owner doing his own work as permitted by section 26-261 shall be present for the final and all required inspections.

Sec. 26-231. Responsibility for installation.

Any person who shall install electric wires or appliances shall be responsible for such installation until approved by the electrical inspector. Any person who shall make any additions, corrections, alterations or connections to the installation, after approval, shall be responsible for the correct functioning of the installation.

Subdivision II. Permits

Sec. 26-256. Unlawful use.

It shall be unlawful for any person licensed under the provisions of this article to obtain a permit for work to be done by any person not connected with such licensee or in the employ of such licensee; or to allow his name to be used by any other person for the purpose of doing any work coming under the provisions of this article.

Sec. 26-257. Required.

- (a) The electrical inspector shall issue permits for the execution of electrical installations for light, heat or power upon the filing of proper applications, which shall be made on forms furnished by the inspector and shall describe the nature of the work, as well as such other information as may be required for inspection. In no case shall any electrical work be done unless a permit therefor has been obtained, except as provided in sections 26-258 and 26-259. It shall be the responsibility of the property owner, as well as the electrician, to determine that a proper permit has been issued.
- (b) When any electrical work for which a permit has been issued is not started within six months from the date of the issuance of the permit, or if, after starting, there is a cessation of such work of more than six months, the permit shall lapse and be void, and no electrical work shall begin or resume until a new permit is obtained and fees paid.
- (c) Before any electrical permit for an interactive energy installation may be issued pursuant to this article, the person applying for the permit shall provide written approval for such installation from the respective electrical utility company. An interactive energy

installation is defined as an electrical system that operates in parallel with and may deliver power to an electrical production and distribution network.

Sec. 26-258. Annual plant permits.

- (a) In lieu of an individual permit for each installation or alteration, an annual permit may be issued to any person regularly employing one or more electricians for the installation, alteration and maintenance of electrical equipment in or on buildings or premises owned or occupied by the permit applicant. Application for an annual permit shall be made in writing to the electrical inspector and shall contain a description of the premises on which work is to be done under the permit. The annual permit shall be applicable only to work done by the plant electricians.
- (b) The person issued an annual permit shall keep a record of all electrical equipment installed under the permit, and the electrical inspector shall have access to such records. Each annual permit shall expire on June 30 next after the date of issuance, unless sooner revoked.

Sec. 26-259. Exemptions.

- (a) No permit shall be required by the provisions of this article for:
  - (1) The usual operations of the local electric utility company.
  - (2) The manufacturing, assembling, repairing, installation or testing of electrical equipment, for which no license is required under section 26-199.
  - (3) Minor repair work such as repairing cords, switches, replacing fuses or changing lamp sockets.
  - (4) Repairs made necessary for the proper maintenance of an existing installation.
  - (5) All electrical work, not requiring a service inspection, where the cost of materials is less than \$500.00. For purposes of this section, the term "materials" shall include all items necessary for complete installation, with used materials priced as new. Upon request of the building inspection department, the person performing such electrical work shall provide a complete list of materials being installed and the costs of said materials.

(b) All work performed under the exceptions provided in subsections (a)(2), (a)(3), (a)(4) and (a)(5) of this section shall be performed in full compliance with this article.

Sec. 26-260. Plans and specifications.

At the time of the issuance of a permit required by the provisions of this article, the electrical inspector may require the manufacturer, owner, installer or user of electrical equipment to submit plans (drawings), data, specifications, schedules, literature, information, materials, samples or tests as may be necessary to determine the fitness of equipment for safe installations and use.

Sec. 26-261. Issuance restricted.

Permits required by the provisions of this article shall be issued only to a licensed electrical contractor or to a property owner to personally install an electrical system in an owner-occupied residential property comprised of not more than one dwelling unit. All new electrical services, service upgrades or service repairs shall be performed by a licensed electrical contractor.

Sec. 26-262. Fees.

The fees for permits and inspections required by the provisions of this article shall be as follows:

(a) Standard fee.

- (1) Up to \$1,000.00 estimated cost of job .....\$ 75.00
- (2) Each additional \$1,000.00 or fraction thereof .....20.00

(b) Exceptions.

- (1) New one and two family residences, per unit .....\$200.00
- (2) Renewable energy installations:
  - a. For one and two family residences, per unit.....\$300.00
  - b. For all other installations:
    - 1. Up to \$1,000.00 estimated cost of job .....\$75.00
    - 2. Each additional \$1,000.00 or fraction thereof .....10.00

(c) Additional fee for inspections requested outside of normally scheduled hours .....\$100.00

Sec. 26-263. Failure to obtain permit and/or falsification of information on permit application.

For work started without a permit, except as provided in section 26-229, the fees shall be calculated as follows, per calendar year:

- (1) First incident, double regular fee, plus \$100.00.
- (2) Second and subsequent incidence, double regular fee, plus \$250.00.
- (3) Third and subsequent incidence, double regular fee, plus \$500.00.
- (4) Falsification of information on a permit application, \$250.00.

Sec. 26-264. Payment of fees.

All permit fees shall be paid to the building inspection department and credited to the general fund, and no permit shall be issued or held valid unless approved by the electrical inspector and fee paid to the building inspection department in the amount required for such permit.

Sec. 26-265. Arrearages.

No further permits shall be issued and/or inspections made to any licensee until all arrears in fees have been paid; and/or all lawful orders of the electrical inspector have been complied with.

### DIVISION 3. BOARD OF ELECTRICAL AND HEAT EXAMINERS

Sec. 26-291. Composition.

The board of electrical and heating examiners shall consist of the following five members: One alderperson who shall be the chairperson of the board. The other four members appointed by the mayor shall be: One electrical contractor who shall be actively established in the electrical contracting business in the city; one licensed journeyman electrician; one licensed master or regular plant electrician; and one licensed heating contractor.

Sec. 26-292. Qualifications.

All members of the board of electrical and heating examiners shall have qualified in accordance with the requirements governing their classifications before confirmation by the council.

Sec. 26-293. Terms.

The alderperson member shall be appointed by the mayor, subject to confirmation by the council, at the first regular meeting of the council year, for a one-year term. The other four members shall be appointed on the third Tuesday in April for two-year terms, subject to confirmation by the council; provided, however, that the initial appointment of the electrical contractor member and the heating contractor member shall be for one-year terms.

Sec. 26-294. Vacancies.

Vacancies on the board of electrical and heating examiners shall be filled by appointment by the mayor, subject to confirmation by the council, except that the person appointed to fill a vacancy shall, if qualified, hold office for the unexpired term only.

Sec. 26-295. Secretary.

The electrical inspector shall act as secretary of the board of electrical and heating examiners.

Sec. 26-296. Meetings.

The board of electrical and heating examiners shall meet as required for the consideration of applications for license and such other business as may be before it.

Sec. 26-297. Quorum; required votes.

Three members of the board of electrical and heating examiners shall constitute a quorum for the transaction of business, but no recommendations for the issuance, suspension or revocation of a license shall be adopted except by an affirmative vote of four members of the board."

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

---

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

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

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



Gen. Ord. No.       - 13 - 14      . By Alderperson Lessard. March 17, 2014.

AN ORDINANCE repealing and recreating Section 26-149 of the Municipal Code relating to qualifications for contractors licenses, so as to provide that the required years of experience be within the most recent 10-year period.

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

Section 1. Section 26-149 of the Sheboygan Municipal Code entitled "Qualifications" is hereby repealed and recreated to read as follows:

"Sec. 26-149. *Qualifications.*

- (a) The following qualifications must be met for each class of contractor:
- (1) *General contractor:* Four years of apprenticeship plus four years as a journeyman in the commercial trade, or eight years' experience within the most recent 10-year period working for a general contractor in the construction industry, or four years' education in the architectural or engineering field and one year of on-the-job training, and passage of the appropriate examination administered by the building inspection division.
  - (2) *Carpenter contractors:* Four years of apprenticeship plus two years working as a journeyman in the residential trade, or six years' experience within the most recent 10-year period working for a general contractor or carpenter contractor in the construction industry.
  - (3) *Registered contractors:* Two years' experience within the most recent 10-year period in the respective trade.
  - (4) *Registered business owner contractor:* Shall be owner of the construction-related business.
- (b) The following qualifications must also be met for licensed contractors: Any person taking a required examination on behalf of, and procuring a license for, a firm, co-partnership, corporation, association or other organization or any combination thereof shall be an active member or officer thereof; and he cannot qualify to take a required examination for himself, another firm, co-partnership, corporation, association or other organization or combination thereof while any license previously procured by him

remains unexpired or uncancelled; provided, however, that if the person passing the examination shall, at any time, sever his connection with the contractor to whom the license was issued on his examination, it shall be his duty, and the contractor to whom the license was issued to give written notice immediately to the board of examiners and, at the same time, surrender the license for cancellation."

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

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

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

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

**COMMON COUNCIL**

Official Proceedings of the 2013-2014 Common Council of the City of Sheboygan.

**TWENTY-FOURTH REGULAR MEETING**

The Council met: Monday, March 17, 2014.

Mayor Mike Vandersteen in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Absent and Excused: Donohue, VanderWeele - 2.

Unexcused - Matichek - 1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Twenty-Third Regular Meeting held March 3, 2014, was approved as entered on the record, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

**MAYOR'S ANNOUNCEMENTS**

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (\*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

**HEARINGS**

**Hearing No. 13 - 13 - 14. March 17, 2014.**

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in Parking District I for the assessment of the cost of operation and maintenance thereof.

All interested persons will be heard.

**Hearing No. 14 - 13 - 14. March 17, 2014.**

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in Parking District II for the assessment of the cost of operation and maintenance thereof.

All interested persons will be heard.

**Hearing No. 15 - 13 - 14. March 17, 2014.**

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in Parking District IV for the assessment of the cost of operation and maintenance thereof.

All interested persons will be heard.

**Hearing No. 16 - 13 - 14. March 17, 2014.**

Pursuant to a notice published by the Chief Administrative Officer, there is a hearing this evening regarding the City of Sheboygan declaring its intent to exercise its police power and levy special assessments for the calendar year 2013 against all benefited property in Parking District V for the assessment of the cost of operation and maintenance thereof.

All interested persons will be heard. No persons appeared regarding the four (4) foregoing hearings and on motion by Alderperson Hammond and second by Alderperson Carlson, the four (4) foregoing hearings were closed, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

**REPORTS OF OFFICERS**

**\*R. O. No. 300 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting various license applications.

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3012	Northstar Mens Softball	4002 N. 8 <sup>th</sup> St. – one-day event to be held 3/22/14 to include current premise and parking lot South of building.
1372	St. Clements Church	522 New York Ave. – one-day event to be Held 6/29/14 at the Vollrath Park.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2897	Type 4 Landscaping	505 Reeds St., Plymouth

COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3047	Advanced Disposal	1205 Illinois Ave.

**R. O. No. 301 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a Notice of Claim and Claim from Atty. Te Winkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City Bus.

Was referred to the Committee on Finance and Sheboygan Transit Commission.

**R. O. No. 302 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus. (Reference R. O. No. 257-13-14).

Was referred to the Committee on Finance and Sheboygan Transit Commission.

**R. O. No. 303 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a claim from Jessie Yang for alleged damages to his vehicle when a snow plow hit his parked car.

Was referred to the Committee on Finance.

**R. O. No. 304 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a Memo from Atty. McLean as requested by Alderpersons Bohren, Belanger and Heidemann regarding the garbage fee/levy limit issue.

Was referred to the Committee on Finance.

**R. O. No. 305 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a claim from Humberto Enriquez for alleged damages to his roof when a tree blew down his roof during a wind storm.

Was referred to the Committee on Finance.

**R. O. No. 306 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a claim from Joseph Koerner for alleged damages to his vehicle when a snow plow hit his parked car.

Was referred to the Committee on Finance.

**R. O. No. 307 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a claim from The Claims Center LLC as a third party administrator for AT&T which has assigned their firm to investigate and resolve claim for alleged damages to AT&T facilities at the N. 10<sup>th</sup> St. location.

Was referred to the Committee on Finance.

**R. O. No. 308 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting an Independent Accountant's Review Report with accompanying statements of financial position of the Sheboygan County Humane Society, Inc., as of December 31, 2012 and 2011 and the related statements of activities, functional expenses and cash flows for the years then ended.

Was referred to the Committee on Finance.

**R. O. No. 309 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a communication from John Webster and Jeff Stroub who are submitting a copy of a letter by the Wisconsin Department of Natural Resources dated November 14, 2013 indicating that a study has been performed and

**March 17, 2014**

the properties assessment numbers 014431, 014356 and 014353 are deemed to be Wetlands by the Wisconsin Department of Natural Resources therefore payment of Special Assessment fees is not applicable.

Was referred to the Committee on Finance.

**R. O. No. 310 - 13 - 14. By PURCHASING AGENT. March 17, 2014.**

Submitting an evaluation of Request for Proposal #1838-14 received on March 10, 2014 for providing Financial Advisory services through May March 31, 2016.

Was referred to the Committee on Finance.

**R. O. No. 311 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting the Harbor Centre Business Improvement District Financial Statements dated December 13, 2013 together with the Independent Auditor's Report.

Was referred to the Committee on Finance.

**R. O. No. 312 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a Summons and Complaint in the matter of BMO Harris Bank vs. LTD Rentals & Restoration, LLC, et al.

Was referred to the Committee on Finance.

**R. O. No. 313 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

**R. O. No. 314 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a communication from Kevin Hartl requesting a waiver from the Sex Offender Residency restrictions in order to live at 1312 Pennsylvania Ave.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 315 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a communication from Alderperson Lewandoske regarding parking problems in the 1500 block of N. 33<sup>rd</sup> Pl. and suggests that no parking signs be place on the side of the street that KinderCare is located.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 316 - 13 - 14. By CHIEF OF POLICE. March 17, 2014.**

Pursuant to section 54-65 of the Municipal Code, I herewith submit my annual report showing the activities of my department for the period commencing January 1, 2013 and ending December 31, 2013.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 317 - 13 - 14. By FIRE CHIEF. March 17, 2014.**

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2013, and ending December 31, 2013.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 318 - 13 - 14. By BUILDING INSPECTION DEPARTMENT. March 17, 2014.**

Attached hereto we are submitting the report for Building inspection Department: JANUARY 2014 and FEBRUARY 2014.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 319 - 13 - 14. By PURCHASING AGENT. March 17, 2014.**

Submitting a report relative to the purchase of a current model Rescue/Pumper apparatus to be manufactured to specifications by the Pierce Manufacturing Co. of Appleton WI at a cost of \$489,500.00.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 320 - 13 - 14. By CITY CLERK. March 17, 2014.**

Submitting a communication from Atty. Hahn regarding the City Council's decision to terminate the lease agreement with the Sheboygan Softball Association relating to the Wildwood Softball Complex.

Was referred to the Committee on Public Works.

**RESOLUTIONS INTRODUCED**

**\*Res. No. 150 - 13 - 14. By Alderperson Hammond. March 17, 2014.**

**A RESOLUTION** confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District I.

**RESOLVED:** That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

**\*Res. No. 151 - 13 - 14. By Alderperson Hammond. March 17, 2014.**

**A RESOLUTION** confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District II.

**RESOLVED:** That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

**\*Res. No. 152 - 13 - 14. By Alderperson Hammond. March 17, 2014.**

**A RESOLUTION** confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District IV.

**RESOLVED:** That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

**\*Res. No. 153 - 13 - 14. By Alderperson Hammond. March 17, 2014.**

**A RESOLUTION** confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District V.

**RESOLVED:** That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District I, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

**Res. No. 154 - 13 - 14. By Alderperson Heidemann. March 17, 2014.**

**A RESOLUTION** authorizing advertising for bids for the sanitary sewer relay of N. 6<sup>th</sup> St. from Euclid Ave. to approximately 160' to the south.

**RESOLVED:** That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the sanitary sewer relay of N. 6<sup>th</sup> St. from Euclid Ave. to approximately 160' to the south, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

A motion by Alderperson Heidemann and second by Alderperson Carlson to suspend the rules of the Common Council was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

On motion by Alderperson Heidemann and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

**Res. No. 155 - 13 - 14. By Alderperson Versey. March 17, 2014.**

**A RESOLUTION** authorizing the purchase of 1022 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities.

Was referred to the City Plan Commission.

**Res. No. 156 - 13 - 14. By Alderperson Hammond. March 13, 2014.**

**A RESOLUTION** authorizing the Purchasing Agent to enter into contract for obtaining Financial Advisory services formerly referred to as Bond Counsel Services.

Was referred to the Committee on Finance.

**Res. No. 157 - 13 - 14. By Alderperson Carlson. March 17, 2014.**

**A RESOLUTION** authorizing the Purchasing Agent to enter into a Purchase agreement and an associated seven year capital lease for the purchase of (1) new Rescue Pumper apparatus for the City of Sheboygan Fire Dept.  
Was referred to the Committee on Public Protection and Safety.

**Res. No. 158 - 13 - 14. By Alderperson Heidemann. March 17, 2014.**

**A RESOLUTION** authorizing advertising entering into a contract for the Pennsylvania access structure.  
Was referred to the Committee on Public Works.

**Res. No. 159 - 13 - 14. By Alderperson Heidemann. March 17, 2014.**

**A RESOLUTION** authorizing the appropriate City officials to execute the Management Services Agreement regarding Quarryview Park.  
Was referred to the Committee on Public Works.

**REPORTS OF COMMITTEES**

**\*R. C. No. 323 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. March 17, 2014.**

Your Committee to whom was referred R. O. No. 242-13-14 by the Building Inspection Department submitting their report for the months of October, November, December and year end for 2013; recommends that the document be accepted and placed on file.

**\*R. C. No. 324 - 13 - 14. By LAW AND LICENSING. March 17, 2014.**

Your Committee to whom was referred R. O. No. 258-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the Council accept the withdrawal of Taxicab Driver's License application #2406 by the applicant.

**R. C. No. 325 - 13 - 14. By LAW AND LICENSING. March 17, 2014.**

Your Committee to whom was referred, pursuant to R. O. No. 271-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends denying Taxicab Driver's License #0298 based upon his failure to accurately reveal all convictions on his application and his record of violations related to the licensed activity.

On motion by Alderperson Lessard and second by Alderperson Heidemann, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

**\*R. C. No. 326 - 13 - 14. By LAW AND LICENSING. March 17, 2014.**

Your Committee to whom was referred, pursuant to R. O. No. 271-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends granting various licenses.

**CHANGE OF AGENT**

Bill Skirvin is replacing Robert Phippen as agent for Shipwrecked located at 902 Indiana Ave. effective immediately.

**"CLASS B" LIQUOR LICENSE** (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3044	Blondies Bar & Grill	1034 Michigan Ave.

**\*as amended**

**BEVERAGE OPERATOR'S LICENSE** (June 30, 2015)

<u>No.</u>	<u>Name</u>
*0295	Crook, Joshua J.

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

*8062	Hildebrand, Justin D.
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**\*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

**\*R. C. No. 327 - 13 - 14. By PUBLIC WORKS. March 17, 2014.**

Your Committee to whom was referred R. O. No. 280-13-14 by the Board of Marina, Parks and Forestry Commission who met and discussed R. O. No. 212-13-14 regarding naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Ave. to

March 17, 2014

Martin Ave.; recommends that the Report of Officer be accepted and placed on file and recommends that the name of the trail be "Shoreland 400 Rail Trail".

**\*R. C. No. 328 - 13 - 14. By LAW AND LICENSING. March 17, 2014.**

Your Committee to whom was referred, pursuant to R. O. No. 294-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015;

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1833	Champs Sports Bar	1501 Indiana Ave. – one-day events to be held 3/29/14 and 4/5/14 to include current premise, Southside of building and the entire parking lot.
1890	Suscha's Super Bar	1054 Pennsylvania Ave. – one-day events to be held 4/26/14 and 5/3/14 to include current premise and the parking lot north and east of the building.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3045	Hacienda Vieja I	1423 Union Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
0303	Ditter, Duane K.
0308	Donohue, Roberta L.
*5273	Garcia, Daniel

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

0315	Greffly, Michael R.
0307	Hass, Erikka
4193	Lorenz, Brenda K.
7385	Norum, Lori J.
0313	Ritt, Sylvia L.
7215	Seeboth, Gwen L.
0304	Wierman, Sydney K.
0314	Ziebell, Alina E.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
0310	Glancey, Michael S.
0312	McKernan, Caleb P.
8599	Stangel, Geraldine E.

**\*R. C. No. 329 - 13 - 14. By PUBLIC WORKS. March 17, 2014.**

Your Committee to whom was referred the following:

1. R. O. No. 297-13-14 by the Purchasing Agent submitting bids for the 2014 Sidewalk Replacement program; and
2. Res. No. 147-13-14 by Alderperson Heidemann authorizing entering into contract for the replacement of concrete sidewalks throughout the City of Sheboygan as identified by the Engineering Department;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

**R. C. No. 330 - 13 - 14. By PUBLIC WORKS. March 17, 2014.**

Your Committee to whom was referred Res. No. 148-13-14 by Alderperson Heidemann authorizing entering into contract with Clear Energy Brokerage & Consulting, LLC, for brokerage services with respect to Renewable Energy Credits from the Wastewater Treatment Plant; recommends that the Resolution be placed on file.

**RESOLUTIONS ON SECOND READING**

**\*Res. No. 147 - 13 - 14. By Alderperson Heidemann. March 3, 2014.**

**A RESOLUTION** authorizing the Purchasing Agent to enter into contract for the replacement of concrete sidewalks throughout the City of Sheboygan as identified by the Engineering Department.

**March 17, 2014**

**WHEREAS:** The Engineering Department issues bids on an annual basis for the replacement of concrete sidewalks throughout the city and;

**WHEREAS:** The Engineering Department has solicited and received bids for approximately 15,000 square feet of sidewalks throughout the City under Request for Bids # 2370-14 and;

**WHEREAS:** Said improvements will allow the city to maintain its sidewalks in a condition that is both safe and acceptable condition to the taxpayers and:

**RESOLVED:** That the Purchasing Agent is hereby authorized to enter into contract with Klunck Masonry, Inc., of Sheboygan in the amount of \$71,763.00

**BE IT FURTHER RESOLVED:** That the appropriate City Officials are hereby authorized to draw orders on the Capital Fund-Sidewalks Account #40033190-631300 in payment of same.

#### **ORDINANCES INTRODUCED**

**Gen. Ord. No. 56 – 13 – 14. By Alderpersons Donohue, Bohren, VanderWeele and Dassler. March 17, 2014.**

**AN ORDINANCE** amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete and add various positions to the Fire Department Table of Organization for the City of Sheboygan.

Lies over under the rules.

**Gen. Ord. No. 57 – 13 - 14. By Alderpersons Hammond and Lessard. March 17, 2014.**

**AN ORDINANCE** annexing territory owned by the City to the City of Sheboygan, Wisconsin.

Was referred to the City Plan Commission.

**Gen. Ord. No. 58 - 13 – 14. By Alderperson Carlson. March 17, 2014.**

**AN ORDINANCE** amending Article III of Chapter 26 of the City of Sheboygan Municipal Code so as to update the city electrical code to conform with changes to the state statutes and administrative code.

Was referred to the Committee on Public Protection and Safety.

**Gen. Ord. No. 59 - 13 - 14. By Alderperson Lessard. March 17, 2014.**

**AN ORDINANCE** repealing and recreating Section 26-149 of the Municipal Code relating to qualifications for contractors licenses, so as to provide that the required years of experience be within the most recent 10-year period.

Was referred to the Committee on Public Protection and Safety.

#### **CONVENE INTO CLOSED SESSION**

**A MOTION TO CONVENE INTO CLOSED SESSION** was made by Alderperson Hammond and second by Alderperson Carlson, under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating a proposed development project and Erie Ave. development, where competitive or bargaining reasons require a closed session, passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

#### **RECONVENE INTO OPEN SESSION**

**A MOTION TO RECONVENE INTO OPEN SESSION** was made by Alderperson Hammond and second by Alderperson Carlson, passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

**A MOTION BY ALDERPERSON HAMMOND AND SECOND BY ALDERPERSON CARLSON** to approve the accepted offer to purchase the S & B Detrick Limited Partnership property subject to various contingencies was passed, all Alderpersons present voting "Aye."

**March 17, 2014**

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Van Akkeren, Versey - 13.

Nays: None.

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Mayor

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City Clerk