

*****ATTACHMENTS*****

II

R. O. No. - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting various license applications.


City Clerk

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1497	D'Werdenfelser Schuhplatter	1822 Trivoli Ln for a one-day event to be held 4-20-13.
2947	Sheboygan Leadership Academy	1305 St. Clair Ave-one-day event to be held 02-09-13.

SECONDHAND JEWELRY/ARTICLE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2958	ecoATM, INC	3347 Kohler Memorial Dr.

II

R. O. No. _____ - 12 - 13. By FIRE CHIEF. January 21, 2013.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2012, and ending December 31, 2012.

Chief Hermann

Sheboygan Fire Department



Quarterly Report of Departmental Activity for the period 10/01/2012 – 12/31/2012

SHEBOYGAN FIRE DEPARTMENT

4TH QUARTER INCIDENT REVIEW

October:

On 10/1/2012, the Sheboygan Fire Department responded to 18 calls. The first at 0905, the remaining calls were all after 3:15 pm. This includes a single car rollover at N. 10th and Erie Ave., a garage fire at 1139 Dillingham Ave. and two transports to out of City hospitals.

On 10/3/2012 at 9:30 am the Sheboygan Fire Department responded to 1618 Huron Avenue for an attic fire. Units were able to extinguish the fire from an interior attic stairwell and remained on scene to search out and extinguish hot spots and assist the department fire investigators. Fire investigators are working to discover the cause and origin of the fire. Damage estimated at \$30,000. There were no injuries to report.

On 10/9/2012 at 3:52 am, the Sheboygan Fire Department responded to the Nemschoff Chair Company for the report of smoke visible. Shortly after arrival a fire was discovered in a production area. The fire was quickly extinguished. A piece of production equipment was extensively damaged, with minor damage extending to other equipment and property around the fire. Damage estimated at \$20,000.

On 10/11/2012 at approximately 2:03 am, the Sheboygan Fire Department responded to 3622 S. 18th St for an extrication. A single victim was removed from a car that had struck two cars parked in the driveway at the above address. Flight for Life was requested from the scene. A landing zone was established in the parking lot of South High. The patient was flown by Flight for Life to Theda Clark.

On 10/14/2012 at approximately 6:18 pm, the Sheboygan Fire Department responded to a report of a basement fire. Smoke was visible upon arrival. The fire was quickly extinguished. The fire was confined to a dryer and some clothing around the dryer. Damage was limited to approximately \$1000.

On 10/14/2012 at approximately 7:50 pm, the Sheboygan Fire Department responded to a report of smoke in a bathroom. Upon arrival we found a ceiling mounted heater/fan unit that had malfunctioned and started the cellulose insulation on fire. Damage was limited to approximately \$200.

On 10/24/2012 at approximately 5:11 pm, the Sheboygan Fire Department responded to 1125 Geele Ave. for the report of a car on fire in the driveway. The fire was contained to the passenger compartment. No damage to the buildings. The vehicle was a total loss. Estimated value \$1500. While on scene, fire personnel determined the vehicle owner seemed disoriented. This condition was not related to the fire. He was treated and transported to the hospital.

November:

11/5/2012 - a multi unit response was sent to 1108 North 14th Street for a report of a structure fire at the corner car wash building. Units responded and extinguished a fire that occurred in the rear control area of the Tower Car Wash. Firefighters discovered a fire caused by spilled solvents that were ignited by a broken trouble light bulb. The fire was contained to surrounding stored items. There were no injuries and the damage is estimated at \$20,000.

On 11/9/2012 at approximately 9:31 am, the Sheboygan Fire Department was dispatched to a report of a smoke inside the residence located at 2629 Erie Avenue. Units arrived on scene to observe moderate black smoke on the second floor of the building. A fire was found on the second floor outside a bedroom. The fire was extinguished quickly. The fire damaged a wall and produced smoke that damaged items throughout the second floor. There was no damage to the first floor of the dwelling.

11/11/2012 - structure fire at 618 Erie Ave. with fire showing on three floors, in the attic and through the roof. All on duty personnel were at the scene. The Cedar Grove Fire Department was called to assist with air management.

On 11/20/2012 at approximately 5:07 pm, the Sheboygan Fire Department responded to a call of a light fixture that had been on fire but was now out at 3736 Bonnie Court, the home of a 90 year old woman. Lt. Nicolaus was able to determine that it was the fixture itself that was smoking and shut off power to it using a light switch. The fixture was removed from the ceiling and brought outside. A check of smoke detectors in the home found that the one on the first floor was very old and the battery was dead and there was no detector in the basement. A new detector was installed in each location. The home is now in code compliance.

On 11/26/2012, the Sheboygan Fire Department responded to 1616 John Court for a power line down along the railroad tracks and 1023 Indiana Avenue for a fluid spill caused by a vehicle accident.

11/27/2012 – a Sheboygan Fire Department med unit was asked to assist a large, physically challenged patient by lifting him onto an examination table at a doctor's office.

11/28/2012 – Sheboygan Fire Department units responded to 929 Niagara Avenue for a burning electrical odor in the building.

11/30/2012 – an extrication call at 1426 St. Clair Ave. for fingers wedged between two window panes and alarms sounding at 552 S. Evans St. (VFW).

December:

- 12/1/2012
- 1251 Geele Avenue – an outlet shorted when children were playing with a night light.
 - 2133 Wedemeyer Street – alarms off due to burned food.
- 12/2/2012
- 2504 Calumet Drive – Smoldering behind stainless steel panel on wall. Removed stainless steel panel, opened drywall, wet down area, and removed debris.
- 12/4/2012
- At approximately 11:58 am, the Sheboygan Fire Department was dispatched to 1406A Lincoln Avenue for the report of a second floor kitchen fire. Details were unknown due to a language barrier. Upon arrival, a smoke filled kitchen was found. This was caused by food left on the stove. Property was ventilated. Several smoke detectors were found non-functional. This was corrected and all units were cleared at 12:27 pm.
 - At approximately 6:53 pm, the Sheboygan Fire Department Dispatch Center received a call from the neighbor of 1611 N. 6th Street, an abandoned house, indicating smoke detectors were sounding. Upon arrival Engine 1 was able to make entry through unlocked doors. No fire was found in this property. A smoke detector with a bad battery was the cause. The property was found with walls and floor coverings removed, filled with trash, and furniture and food items strewn about indicating that someone may be living here. A referral was made to the Building Inspection Department due to the conditions.

- 12/7/2012
 - Gas leak at 806 Lincoln Ave. The home and the neighbors' homes were evacuated while the property was ventilated.
 - Grass /rubbish fires (2) at Wildwood cemetery. Cause unknown.
 - Oil spill in front of 921 N. 17th St.
- 12/9/2012
 - Power pole transformer blew main fuse, causing electrical arcing and a power outage at 2005 S. 22nd St.
 - Water leaking into a smoke detector triggered alarms at the Stefanie H. Weill Center, 826 N. 8th St.
- 12/10/2012
 - Single car rollover, extrication on Kohler Memorial Drive just west of Taylor Dr. The driver's side door was removed to gain access to the patient. The patient was treated and transported to the hospital.
- 12/11/2012
 - Responded to a report of smoke in an apartment. Immediately upon arrival the smoke was determined to be burned food. Apartment was vented.
 - Fire Station 3 (Med 3) responded to ten med calls.
- 12/12/2012
 - Gas leak reported at 3209 S. 32nd Street. Property was evacuated. Sheboygan Fire Department along with Wisconsin Public Service identified a malfunctioning heater as the cause.
 - 2832 S 11th Pl. - a person driving a car had a seizure and struck a home. The patient was treated and transported to the hospital.
- 12/13/2012
 - Traffic accident at S. Business Dr. and Union Avenue. Med 2 was out on a call and Med 3 and Med 4 were at the accident scene. Mutual aid was requested for a third ambulance. We were advised it would be a 20 minute response time, so Med 6 was activated to handle the third injury complaint for this call.
- 12/17/2012
 - Assisted an elderly man who was locked out of his home by gaining entry at 2619 S.17th St. We were able to gain entry with no damage.
 - Responded to an automatic sprinkler alarm at 826 N. 8th St. (Stefanie Weill Center).
 - Verified that the smoke detectors in the home of an elderly woman were functioning properly.
- 12/18/2012
 - Person stuck in an elevator at 2920 Superior Avenue. Person safely removed.
 - Report of smoke detector sounding at 1320 N. 14th St. Assisted occupant with changing the smoke detector battery.
- 12/19/2012
 - 1411 N. Taylor Dr. – assisted a physically disabled woman onto and off of an exam table at her doctor's office.
 - At 1:35 am, responded to 2817 Windepoint Ct. for the report of a woman who was locked out of her home and in need of her medications. We were able to gain entry with no damage.
- 12/21/2012
 - At 12:21 p.m. Engine 2 responded to 2313 Hillshire Dr. for the report of CO present in an apartment. Readings of 38 parts per million were detected. The problem was identified as an incorrectly operating furnace. Management was notified and the apartment was ventilated.

- 12/22/2012
 - 3512 Eisner Court, Apt. B – oven fire.
 - 1315 S. 21st Street – garbage can started on fire due to careless use of smoking materials. \$1,000 property loss.
- 12/23/2012
 - Rescue 3, Ladder 4 and Engine 2 responded to 728 Superior Avenue for a report of natural gas.
 - Rescue 3 responded to 2026 New Jersey Avenue for a report of mulch that was smoking.
 - Ladder 4 and Med 4 responded to 68 Lincoln Avenue for a report of a CO detector sounding.
- 12/24/2012
 - 3613 S. 13th Street – smoke alarms activated due to cooking.
 - 723 N. 26th Street – oven fire.
- 12/26/2012
 - Car accident – N. 15th St. & Geele Ave.
 - Sprinkler activation at 3524 Washington Ave due to workers striking sprinkler head with construction equipment.
 - CO alarm – 1514 N. 9th St.
- 12/27/2012
 - Alarms sounding at 909 Ontario Ave.
 - Assisted an invalid at 1536 S. 26th St.
 - Alarms sounding at 2117 Woodbine Dr.
 - Smoke in Apartment 203 at 916 Huron Ave.
- 12/28/2012
 - Car accident – Calumet Dr. & Main Ave.
 - Alarms pulled by a child – 1251 Geele Ave.
 - Car fire – 1839 N. 20th St.
 - CO detector activated – 5128 Moenning Rd.
- 12/29/2012
 - Cooking fire at 1409 Lincoln Ave.
 - Unauthorized burning at 91 Lighthouse Ct. – burned Christmas tree outside.

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%
TOTAL INCIDENTS:	1186	100.00%

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 1/16/2013 4:21:09 PM



Property Values versus Losses per Incident for Date Range

Start Date: 10/01/2012 | End Date: 12/31/2012

INCIDENT #	PRE-INCIDENT VALUE	LOSSES
2012-03344	\$12,500.00	\$5,000.00
2012-03370	\$102,900.00	\$34,000.00
2012-03414	\$100,000.00	\$15,000.00
2012-03475	\$1,600.00	\$1,000.00
2012-03499	\$3,050.00	\$3,020.00
2012-03534	\$50,500.00	\$600.00
2012-03535	\$150.00	\$150.00
2012-03629	\$5,000.00	\$750.00
2012-03656	\$170,000.00	\$10,000.00
2012-03661	\$1,500.00	\$1,500.00
2012-03716	\$5,000.00	\$5,000.00
2012-03809	\$565,600.00	\$420,000.00
2012-03817	\$3,500.00	\$3,500.00
2012-03856	\$100.00	\$100.00
2012-03857	\$117,150.00	\$6,000.00
2012-03879	\$325,000.00	\$185,000.00
2012-03920	\$474,000,000.00	\$10,000.00
2012-04011	\$219,750.00	\$100.00
2012-04012	\$155,250.00	\$300.00
2012-04168	\$284,200.00	\$1,000.00
2012-04411	\$161,800.00	\$1,000.00
2012-04436	\$10,000.00	\$150.00
2012-04483	\$3,000.00	\$3,000.00
Totals:	\$476,297,550.00	\$706,170.00

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.

Sheboygan Fire Department

Sheboygan, WI

This report was generated on 2/15/2012 9:50:42 AM

4th Quarter 2011 for Comparison



Detailed Breakdown by Incident Type for Date Range

StartDate: 10/01/2011 | EndDate: 12/31/2011

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.10%
111 - Building fire	7	0.70%
113 - Cooking fire, confined to container	9	0.91%
114 - Chimney or flue fire, confined to chimney or flue	1	0.10%
118 - Trash or rubbish fire, contained	1	0.10%
131 - Passenger vehicle fire	3	0.30%
141 - Forest, woods or wildland fire	1	0.10%
142 - Brush or brush-and-grass mixture fire	1	0.10%
151 - Outside rubbish, trash or waste fire	3	0.30%
164 - Outside mailbox fire	1	0.10%
251 - Excessive heat, scorch burns with no ignition	1	0.10%
300 - Rescue, EMS incident, other	1	0.10%
311 - Medical assist, assist EMS crew	22	2.21%
321 - EMS call, excluding vehicle accident with injury	702	70.62%
322 - Motor vehicle accident with injuries	26	2.62%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.30%
324 - Motor vehicle accident with no injuries.	5	0.50%
331 - Lock-in (if lock out , use 511)	1	0.10%
351 - Extrication of victim(s) from building/structure	1	0.10%
352 - Extrication of victim(s) from vehicle	2	0.20%
353 - Removal of victim(s) from stalled elevator	6	0.60%
361 - Swimming/recreational water areas rescue	1	0.10%
381 - Rescue or EMS standby	1	0.10%
411 - Gasoline or other flammable liquid spill	5	0.50%
412 - Gas leak (natural gas or LPG)	15	1.51%
413 - Oil or other combustible liquid spill	3	0.30%
422 - Chemical spill or leak	4	0.40%
424 - Carbon monoxide incident	13	1.31%
440 - Electrical wiring/equipment problem, other	2	0.20%
442 - Overheated motor	2	0.20%
443 - Breakdown of light ballast	2	0.20%
444 - Power line down	1	0.10%
445 - Arcing, shorted electrical equipment	5	0.50%
451 - Biological hazard, confirmed or suspected	1	0.10%
463 - Vehicle accident, general cleanup	1	0.10%
510 - Person in distress, other	1	0.10%
511 - Lock-out	7	0.70%
522 - Water or steam leak	3	0.30%
531 - Smoke or odor removal	2	0.20%

Only REVIEWED incidents included

INCIDENT TYPE	# INCIDENTS	% of TOTAL
551 - Assist police or other governmental agency	6	0.60%
553 - Public service	2	0.20%
554 - Assist invalid	40	4.02%
561 - Unauthorized burning	18	1.81%
611 - Dispatched & cancelled en route	4	0.40%
622 - No incident found on arrival at dispatch address	2	0.20%
631 - Authorized controlled burning	1	0.10%
651 - Smoke scare, odor of smoke	4	0.40%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.20%
661 - EMS call, party transported by non-fire agency	1	0.10%
671 - HazMat release investigation w/no HazMat	3	0.30%
721 - Bomb scare - no bomb	1	0.10%
731 - Sprinkler activation due to malfunction	1	0.10%
733 - Smoke detector activation due to malfunction	5	0.50%
734 - Heat detector activation due to malfunction	2	0.20%
735 - Alarm system sounded due to malfunction	12	1.21%
736 - CO detector activation due to malfunction	5	0.50%
743 - Smoke detector activation, no fire - unintentional	4	0.40%
744 - Detector activation, no fire - unintentional	2	0.20%
745 - Alarm system activation, no fire - unintentional	11	1.11%
746 - Carbon monoxide detector activation, no CO	1	0.10%
TOTAL INCIDENTS:	994	

Only REVIEWED incidents included

III

Res. No. - 12 - 13. By Alderperson Heidemann. January 21, 2013.

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.

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

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

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

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

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

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

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

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

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

III

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

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 186-11-12 by the City Clerk submitting a Summons and Complaint in the matter of American Family Mutual Insurance Co. vs. City of Sheboygan et al.; recommends that the document 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

II

11-27

R. O. No 186 - 11 - 12. By CITY CLERK. September 6, 2011.

Submitting a Summons and Complaint in the matter of American Family Mutual Insurance Co. vs. City of Sheboygan et al.

~~Quote~~
~~refer to~~
~~new CO.~~
~~1/21/13 - file~~

Susan Richards

City Clerk

75-11



Handwritten text, possibly a signature or name, written in red ink.

STATE OF WISCONSIN	CIRCUIT COURT CIVIL DIVISION	SHEBOYGAN COUNTY
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AMERICAN FAMILY MUTUAL INSURANCE COMPANY,
302 North Walbridge Avenue
Madison, Wisconsin 53783-0001

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

v.

Case Number: **11CV0873**
Case Code: 30101

CITY OF SHEBOYGAN,
c/o City Clerk
828 Center Ave.
Sheboygan, WI 53081

and

PAUL C. OLSEN
N6176 Shady Brook Lane
Sheboygan, Wisconsin 53083

Defendants.

PROCESS SERVER *[Signature]*
TIME *1:20* A.M./P.M. DATE *8/17/11*
SERVED UPON & ADDRESS *City Richards*
828 Center Ave, Sheboygan
 PERSONAL SUBSTITUTE
 POSTED CORPORATE

SHEBOYGAN COUNTY
WISCONSIN

11 AUG 11 P 1:09

CLERK CIRCUIT COURT
FILED

SUMMONS

THE STATE OF WISCONSIN TO:

Each person named above as a defendant:

YOU ARE HEREBY NOTIFIED that the above named plaintiff has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer which does not follow the requirements of the Statutes. Your answer must be sent or delivered to the Court whose address is: Sheboygan County Courthouse, Clerk of Courts, First Floor - South, 615 N. 6th

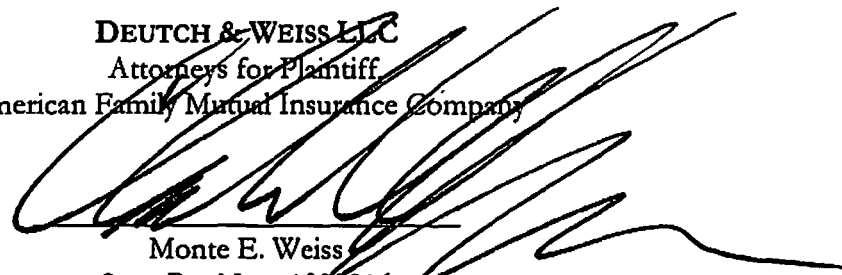
COPY: atty'S OFFICE, JIM AMODEO, LAURIE SUHRKE, CHIEF DOMOGALSKI

St., Sheboygan, Wisconsin 53081, and to Deutch & Weiss, LLC, attorneys for plaintiff, whose address is 7670 North Port Washington Road, Suite 200 in Fox Point, Wisconsin 53217. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you now own or may own in the future, and may also be enforced by garnishment or seizure of property.

Dated this 3rd day of August, 2011.

DEUTCH & WEISS LLC
Attorneys for Plaintiff
American Family Mutual Insurance Company



Monte E. Weiss
State Bar No.: 1003816
Charles W. Kramer
State Bar No.: 1021504

P.O. ADDRESS

7670 North Port Washington Road
Suite 200
Fox Point, Wisconsin 53217
(414) 247-9958 - Telephone
(414) 247-9959 - Facsimile

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY
--------------------	---------------	------------------

AMERICAN FAMILY MUTUAL INSURANCE COMPANY,

Plaintiff

v.

CITY OF SHEBOYGAN and
PAUL C. OLSEN

Defendants.

Case No.:
Case Code: 30201

11CV0873

CLERK CIRCUIT COURT
 FILED
 11 AUG 11 P 1:09
 SHEBOYGAN COUNTY
 WISCONSIN

COMPLAINT

Plaintiff, American Family Mutual Insurance Company, by its attorneys, Deutch & Weiss LLC for its cause of action against the Defendants, alleges to the Court, as follows:

1. Plaintiff, American Family Mutual Insurance Company, is a domestic insurance corporation with a principal place of business located at 302 North Walbridge Ave., Madison WI 53783.
2. Defendant, City of Sheboygan, is a municipal entity with, as its agent for service of process, City Clerk, 828 Center Ave., Sheboygan, WI 53081.
3. Defendant, Paul C. Olsen, resides at N6176 Shady Brook Lane, Sheboygan, Wisconsin 53083.
4. At all times material hereto, the Defendant, David P. Miller, was acting in the scope and course of his employment with the Defendant, City of Sheboygan.
5. At all times material hereto, Plaintiff had in full force and effect a policy of motor vehicle insurance which provided for, among other types of insurance coverage, medical payments coverage to its insureds.
6. On or about November 19, 2009 the Plaintiffs insureds were stopped in a vehicle on Superior Avenue near its intersection with Taylor Avenue in Sheboygan.

7. At the same time and place, Defendant, Paul C. Olsen, negligently operated a motor vehicle so as to cause it to collide with Plaintiff's insured's vehicle.

8. As a direct and proximate result of the negligence of Defendant, Paul C. Olsen, Plaintiff's insureds sustained injuries and damages.

9. Pursuant to its policy of motor vehicle insurance, Plaintiff reasonably and necessarily paid to or on behalf of its insured the sum of \$6,920.00 for medical payments resulting from the accident described above.

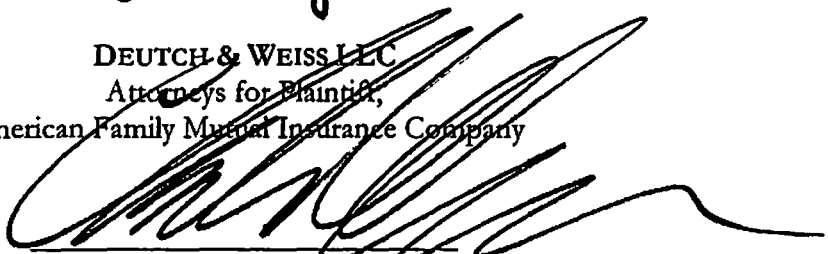
10. Pursuant to its policy of insurance and laws of the State of Wisconsin, the American Family Mutual Insurance Company is subrogated to the rights of its insured against the Defendants, City of Sheboygan and Paul C. Olsen.

11. On or about April 12, 2011 the Defendant, City of Sheboygan, denied the Plaintiff's Claim on its behalf and on behalf of its employee, Defendant, Paul C. Olsen which had been duly served on them.

WHEREFORE, Plaintiff, American Family Mutual Insurance Company, by its attorneys, Deutch & Weiss, LLC hereby prays for judgment against the Defendants, jointly and severally, for the negligent operation of a motor vehicle in an amount to be determined by the trier of fact, plus costs.

Dated this 3rd of August 2011.

DEUTCH & WEISS LLC
Attorneys for Plaintiff,
American Family Mutual Insurance Company



Monte E. Weiss
State Bar No.: 1003816
Charles W. Kramer
State Bar No.: 1021504

P.O. ADDRESS

DEUTCH & WEISS LLC

7670 North Port Washington Road

Suite 200

Milwaukee, Wisconsin 53217

(414) 247-9958 (Telephone)

(414) 247-9959 (Facsimile)

VI

R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 198-12-13 by the City Clerk submitting a claim from Sarah Ehlert for alleged damages to her home when there was a water main break in front of her residence and sewage backed up into her basement; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IV

II

4.5

R. O. No. 198 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a claim from Sarah Ehlert for alleged damages to her home when there was a water main break in front of her residence and sewage backed up into her basement.

*Insurance
deny*

Susan Richards

City Clerk

III

10

Christ's work

DATE RECEIVED 11-8-12

RECEIVED BY L Schroeder

CLAIM NO. 20-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 08 2012

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: Sarah L. Ehlert
2. Home address of Claimant: 2925 S. 15th Street
3. Home phone number: 920-254-3613, 920-254-0378
4. Business address and phone number of Claimant: _____
2925 S. 15th Street
5. When did damage or injury occur? (date, time of day) 10/23/12 9 am aprox.
6. Where did damage or injury occur? (give full description) _____
in my Basement
7. How did damage or injury occur? (give full description) Water main break
in front of my residence, led to sewage and
back up in my basement
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: X
 - (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: X
 - (b) Claimant's statement of basis for such liability: _____

Handwritten notes at top left, possibly including a name and date.

RECORDED BY
DATE

11-11-11

11-11-11

TO THE DIRECTOR OF THE BUREAU OF LAND MANAGEMENT

FROM: [Illegible]

[Illegible body text]

11-11-11

11-11-11

11-11-11

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11-11-11

11-11-11

11-11-11

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").

Carpeting in my basement, Cost of cleaning and Removal of Carpeting, loss of pay to both Husband & I.

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

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

Auto:

Property:

Personal injury: loss of days pay

Q
\$ 935.36 - Carpeting, \$ 548.63 cleaning
Husband \$ 85.00, Wife \$ 100.00

Other: (Specify below)

Total \$ 1,668.99

Damaged vehicle (if applicable)

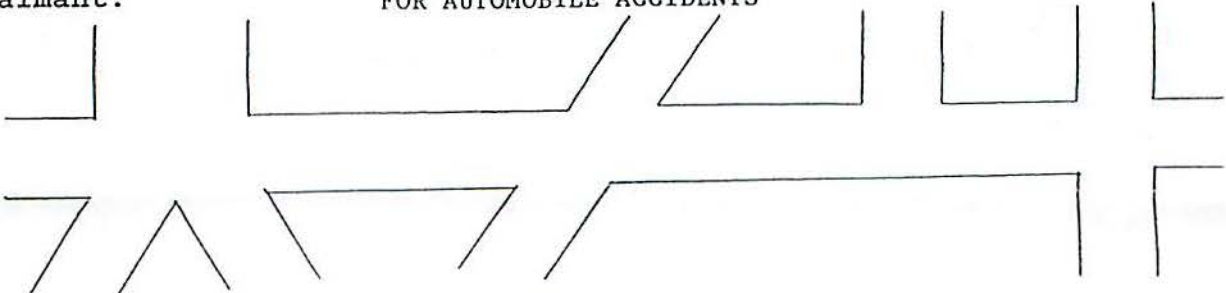
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

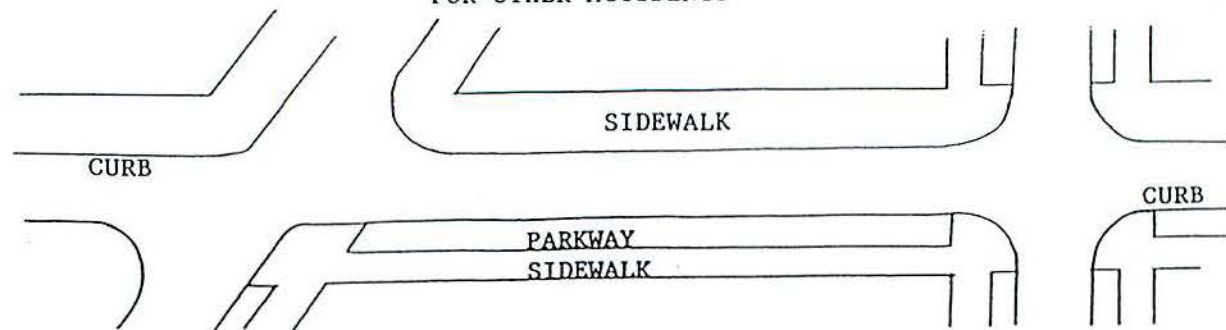
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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:

Sarah Lehert

Date:

11/07/12

Cost of cleaning and repair of carpeting in my apartment
I have included a copy of the invoice for the work done.

Cost of cleaning and repair of carpeting
I have included a copy of the invoice for the work done.

Invoice for work done

Invoice for work done

DATE RECEIVED 11-8-12

RECEIVED BY RSchneider

CLAIM NO. 20-12

CLAIM

Claimant's Name: Sarah L Ehlert

Auto

NOV 20 2012

Claimant's Address: 2925 S. 15th St

Property

\$ 1,568.00

Sheboygan WI 53081

Personal Injury

\$ 185.00

Claimant's Phone No. 920-254-3613

Other (Specify below), \$

Total \$ 1,753.00

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 \$ 1,753.00
Total

SIGNED: Sarah Ehlert
ADDRESS: 2925 S. 15th Street
Sheboygan WI 53081

DATE: 10/31/12

Received by

78 GENVEISSA

11-8-11

RECEIVED

11-8-11

OF HEAD

DATE

2011/11/08

2011/11/08

2011/11/08

2011/11/08

11/08/11

11/08/11

11/08/11

RECEIVED

RECEIVED

RECEIVED

11/08/11

RECEIVED

From: NATIONAL RESTORATION INC (notifications@paytrace.com)
To: chlert_trevor@att.net;
Date: Tue, October 23, 2012 3:16:05 PM
Cc:
Subject: NATIONAL RESTORATION INC transaction receipt. 10/23/2012 3:15:45 PM Central - Invoice: 1

NATIONAL RESTORATION INC
2780 N RIVER RD
WATERFORD, WI 53185
(262)514-2020
10/23/2012 3:15:34 PM

Reference Number: 29159162
Total: \$548.63
Transaction Type: Sale
Transaction Status: Pending Settlement
Card Type: MasterCard
Card Number: xxxxxxxxxxxxxx3855
Entry Method: Keyed
Approval Code: 06556Z
Approval Message: ZIP MATCH
AVS Result: Zip Match Only
CSC Result: Match
Customer Name: Susan C Steinhardt
Invoice: 1

X

Please sign here to agree to payment.



DALTON CARPET OUTLET, INC
 3619 WASHINGTON AVENUE
 FRONTAGE ROAD
 SHEBOYGAN, WI 53081
 Telephone: 920-451-4600 Fax: 920-451-9980

ES2S0034

QUOTE

Sold To	Ship To
EHLERT, SARAH 2925 S 15TH ST SHEBOYGAN, WI 53081	EHLERT, SARAH 2925 S 15TH ST SHEBOYGAN, WI 53081

Quote Date	Tele #1	PO Number	Quote Number
11/02/12	9202543613		ES2S0034

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
PAD #4	SP226 SAGE 3/8"	03 6LB REBOND	378.00 SF 378.00 SF	1.39 0.30	525.42 113.40

I have read and agree to all conditions and terms of this contract.

Signature _____

Date _____

Plus 264.60 install

11/02/12

5:01PM

Sales Representative(s):

DARREN LAACK *Gene Woodwine*

Material:	638.82
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	31.94
Misc. Tax:	0.00

QUOTE TOTAL: \$670.76

Total 935.36

TERMS OF SALE. 50% down payment, balance on pick-up or delivery, or 48 hours before installation. Installation costs are not included, and are due upon completion to sub-contractor. Subject to final measurement and mathematical audit.

90 DAY LAYAWAY POLICY. All goods and materials must be paid in full and picked up within 90 days, or down payment will be forfeited and goods returned to inventory. Any change to this policy must be in writing on the invoice, signed and dated by customer and salesperson.

RETURNS AND CANCELLATIONS. Absolutely no returns on Special Orders!

25% restocking charge on all goods cut and/or transferred in. Changes or cancellations will be for in-store credit and must be used within 120 days of original invoice, or down payment will be forfeited. Any returns must be within 10 days of pick-up or delivery or no credit will be issued. Cash refund will be mailed within 21 days.

WARRANTIES of all products will be handled through DCO, subject to manufacturer rules and conditions. **LABOR WARRANTY WILL BE FROM THE SUBCONTRACTOR.** Subcontractors are independently insured. I understand that DCO has no responsibility or liability for sub-contractors in my home or on my property.

No warranties on carpet installed without pad from DCO. No warranties on vinyl installed without underlayment from DCO.

THIRD PARTY PAYERS (new construction, financed sales)

I understand that I am ultimately responsible for this contract and all terms and conditions therein, and agree to pay this contract in full within 20 days of delivery of product, or 1 1/2 % interest will be charged per month.

Appleton West (920) 380-0123
 Appleton East (920) 991-1740
 Manitowoc (920) 683-8800
 Sheboygan (920) 451-4600
 Green Bay (920) 499-1199

DALTON CARPET OUTLET INSTALLATION ESTIMATE

Name Sarah Ehlert

Date 11/2/12

CARPETING	PRICE	SQ. FT.	AMOUNT
Over Wood		X	
Over Concrete	<u>1.70</u>	X	<u>378</u>
Glue Down Jute/Rubber		X	<u>264.60</u>
Steps: Waterfall		X	
Pie-shaped		X	
Wrapped		X	
Spindles		X	
Carpet Coved (per ft.)		X	
Minimum Installation		X	
VINYL			
Installation		X	
Underlayment		X	
Steps		X	
Floor Prep.		X	
Minimum Installation		X	
HARD SURFACE			
Installation		X	
Molding Installation		X	
Steps		X	
MISCELLANEOUS			
Covebase		X	
Metals Over Wood		X	
Metals Over Concrete		X	
Specialty Metals		X	
Floor Prep.		X	
Trip Charge		X	

OPTIONAL SERVICES

CARPET REMOVAL	PRICE	QUANTITY	AMOUNT
Stretch		X	
Glue Down		X	
Disposal		X	
ITEMS TO BE MOVED			
Appliances		X	
Gas Appl., Ice-maker		X	
Furniture—small items, end table, chair, etc.		X	
Large items—recliner, sofa, dresser, etc.		X	
Sleeper, hutches, bed, clock		X	
Toilet		X	
Water Radiator		X	
Removal Base: _____ Wood _____ Vinyl		X	
Other		X	

Please make sure that all pictures and/or knick-knacks are taken off the walls and/or moved out of the way. If we are moving items for you, please make sure that they are cleaned out, unplugged, and unhooked. Waterbeds, pool tables, entertainment centers, big screen TV's, stereos and mirrors on dressers must be moved by the customer. If an item that was to be moved by the customer is not moved, the cost of moving the article(s) will be left to the discretion of the installer; plus a waiting time charge of \$25.00 per hour, payable immediately.

I hereby understand and will comply with the above specifications.

Signature _____

ESTIMATED CHARGES DUE 264.60

VI

R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 200-12-13 by the City Clerk submitting a claim from Harold and Patricia Strickland for alleged damages to their property when the street at the corner of S. 15th St. and Wilson Ave. caved in and backed up the sewer into the house; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

4.7

R. O. No. 200 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a claim from Harold and Patricia Strickland for alleged damages to their property when the street at the corner of S. 15th St. and Wilson Ave. caved in and backed up the sewer into the house with water and waste material.

*Invoice
denys.*

Susan Richards

City Clerk

II

205

77

Handwritten signature or text, possibly "John W. ..."

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

NOV 12 '12 AM 11:33

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

1. Name of Claimant: Harold & Patricia Strickland
2. Home address of Claimant: 2911 S. 15th St. Sheboygan Wi. 53081
3. Home phone number: 920 - 457-5995
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 10-23-12 Morning

6. Where did damage or injury occur? (give full description) 2911 S. 15th St + corner of Wilson Ave.

7. How did damage or injury occur? (give full description) The street at the corner of 15th St & Wilson caved in and backed up the sewer into the house with water + waste material.

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").

Property Damage - Cleanup & Decontamination of Basement.
Some \$ contamination to a few items in Basement that could not
be salvaged. I will include a list.

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

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

Auto: \$ _____

Property: \$ ~~30000~~ 66.37

Personal injury: \$ _____

Other: (Specify below) \$ 2240.42 Cleanup & Decontamination

Total ~~2540.42 + 66.37 = 2606.79~~

Damaged vehicle (if applicable) 2240.42 + 66.37 = 2306.81

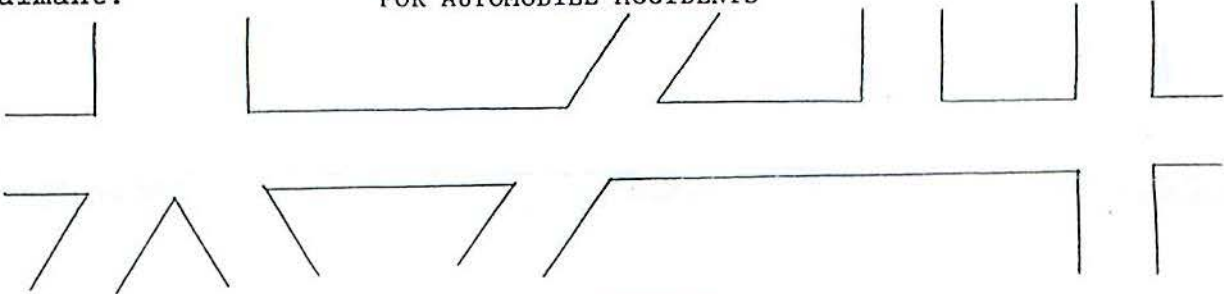
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

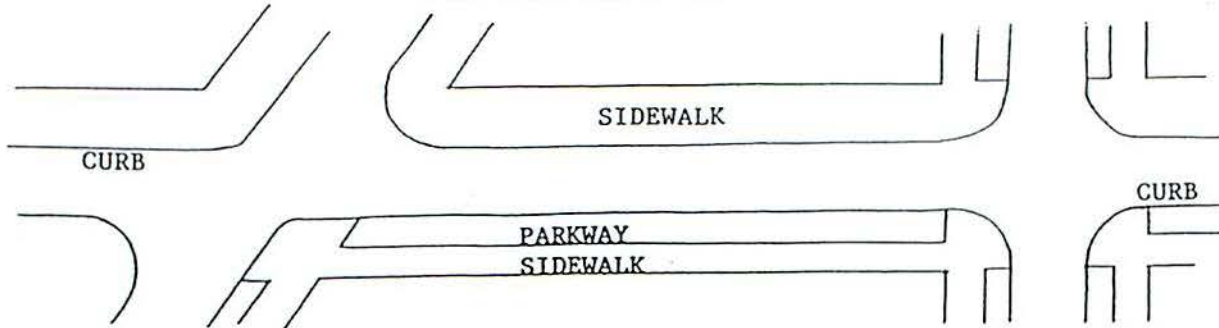
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Harold Stubbins

Date: Nov. 12 2012

... ..

Property Group - Group of Administrators of Board
Some information to be used in Board of Directors
to be used. It will be used as a list.

~~1988~~

Administrative Group of Board

~~1988~~

1988 - 1989

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

DATE RECEIVED 11-12-12

RECEIVED BY ZS Schneider

CLAIM NO. 2112

NOV 12 '12 AM 11:33

CLAIM

Claimant's Name: Harold Strickland
Claimant's Address: 2911 5.15th St.
Sheboygan Wis.
Claimant's Phone No (920) 452-5995

Auto \$ _____
Property \$ 66.37
Personal Injury \$ _____
Other (Specify below) \$ 2240.42 ^{cleanup} _{+ Determination}
Total 2306.81

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 \$ 2306.81.

SIGNED: Harold Strickland

DATE: Nov. 12 - 2012

ADDRESS: 2911 5th 15th St.

11-08-11

31-17

Handelsstrickland

11-11-11

Handelsstrickland

(150) 11-11-11

11-11-11

Handelsstrickland

11-11-11

Handelsstrickland

Handelsstrickland

11-11-11

11-11-11

Handelsstrickland

11-11-11



SERVPRO OF APPLETON & WINNEBAGO

SERVPRO OF APPLETON & WINNEBAGO COUNTY 26-3911703
2235 NORTHERN RD
APPLETON, WI 54914
920-832-1110
920-233-1110 vicki@servproofappleton.com

Client: STRICKLAND PATRICIA
Property:
Home: 2911 S 15TH ST
SHEBOYGAN, WI 53081

Home: (920) 457-5995

Operator Info:
Operator: DEBBIES

Type of Estimate: Backup of Sewer or Drain
Date Entered: 10/29/2012

Date Assigned: 10/23/2012

Price List: WIAP7X_OCT12_2
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2012-10-29-0821

SERVPRO OF THE FOX CITIES, INC. IS A FULL SERVICE FIRE & WATER RESTORATION COMPANY. OUR OBJECTIVE IS TO GET YOU BACK TO NORMAL AS SOON AS POSSIBLE, WHILE BEING FAIR TO ALL THE PARTIES INVOLVED.

Customer Name: Patricia Strickland Date of Loss: 10/23/12
 Loss Address: 2911 S. 15th St
 City: Sheboygan State: WI Zip: 53081
 Insurance / Client: The Hartford Claim Number (if available): _____

_____ Conventional Dehumidifiers 2 LGR Dehumidifiers _____ Desiccant Dehumidifiers
9 Air Movers _____ Specialty Drying Equipment (list): _____
 _____ Power Distribution Centers 1 Odor Control Devices (list): Small Air scrubber
 _____ Additional Equipment On-Site (list): _____

Customer has been informed of the following requirements regarding equipment placed on the job site.

1. The equipment should be left operating at all times. Do not move equipment unless you contact the SERVPRO® Franchise identified below regarding handling procedures. Turning equipment off will increase time required to dry structure and contents and may cause damage.
2. A water-damaged dwelling should maintain a temperature setting that promotes ideal drying conditions. Leaving windows or doors open during dehumidification or setting air conditioning too low may increase drying time and damage structure and/or contents.
3. Should customer have any problems with the equipment, shut it off immediately and call our office at 832-1110 as soon as possible.
4. Customer is responsible for damage to, and/or loss of, this equipment while it is in customer's care and custody, including but not limited to loss caused by theft, vandalism or disappearance.
5. It is the customer's responsibility to allow personnel access to customer's location to check on and pick up the equipment.
6. The above equipment may be picked up between the hours of _____ a.m. and _____ p.m. Monday through Friday excluding holidays.
7. The equipment will be connected to the electrical system in customer's dwelling/structure. Customer warrants the integrity and safety of the electrical system in the dwelling/structure. It shall be the customer's responsibility to have the electrical system inspected and serviced by a qualified electrician if necessary.
8. The customer agrees to hold the SERVPRO® Franchise below, its Franchisor and their respective officers, directors, employees, agents and affiliates harmless and indemnify it from any and all claims, including costs, expenses and attorney's fees, resulting from the improper use of the equipment by the customer and/or any defects in the electrical system or plumbing system in customer's dwelling/structure.

Customer, Patricia Strickland, and Provider (SERVPRO of ServPro of the Fox Cities, Inc. Winnebago Appleton) acknowledge receipt of the above documented equipment in good working order.

Customer's Signature: [Signature] Date: 10-23-12
 Provider's Signature: T.S. Date: 10/23/12

Customer Name: Patricia Strickland Date of Loss: 10/23/12
 Loss Address: 2911 S. 15th
 City: Sheboygan State: WI Zip: 53081
 Insurance / Client: The Hartford Claim Number (if available): _____

The undersigned client, being the building owner, owner's representative, resident and/or owner of possessions in the attached list, hereby gives the Provider identified below permission to dispose of any and all of possessions (see attached list) from the loss site or from storage at the Provider's warehouse (identified below) in any manner that Provider sees fit.

I/We have had the opportunity to inspect the aforementioned items and agree that there is nothing of any worth or value among these items. I/We also hereby agree to hold Provider harmless and release Provider from any and all claims and responsibility in the event that there was something of value among these items, but which has, as a result of my/our instructions to Provider, been disposed of.

Provider's Warehouse Location:

Address: _____
 City: _____ State: _____ Zip: _____

R-30 Owens Corning insulation
75' x 15" \$26.22
Guitar Case
6.5' Fiber Optic Christmas
Manufacturers Bradford Asia Tree
Item # 7260.1 - \$39.99
Wicker Hamper

Client's Release

X Client's Signature: [Signature]
 X Printed Name: Harold Strickland
 X Date: 10-23-12

Claims Professional Release

Claims Professional
 Signature: _____
 Date: _____

Provider's Signature: T.S.
 Franchise Legal Name: ServPro of the Fox Cities, Inc.
Winnebago Appleton
 d/b/a SERVPRO® of: _____
 Date: 10/23/12



SERVPRO OF APPLETON & WINNEBAGO

SERVPRO OF APPLETON & WINNEBAGO COUNTY 26-3911703
 2235 NORTHERN RD
 APPLETON, WI 54914
 920-832-1110
 920-233-1110 vicki@servproofappleton.com

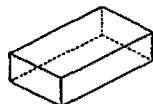
2012-10-29-0821

Miscellaneous

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	191.24	191.24
2. Equip. setup, take down & monitoring - after hrs	1.00 HR	0.00	67.70	67.70
3. Air mover (per 24 hour period) - No monitoring 9 UNITS	9.00 EA	0.00	25.36	228.24
4. Air mover (per 24 hour period) - No monitoring	4.00 EA	0.00	25.36	101.44
5. Dehumidifier (per 24 hour period) - XLarge - No monitoring	2.00 EA	0.00	114.72	229.44
6. Dehumidifier (per 24 hour period) - XLarge - No monitoring	1.00 EA	0.00	114.72	114.72
14. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA	0.00	106.70	106.70
7. Power distribution box	1.00 DA	0.00	33.81	33.81
8. Equipment setup, take down, and monitoring (hourly charge) 10/24	2.50 HR	0.00	45.09	112.73
9. Equipment setup, take down, and monitoring (hourly charge) 10/26	2.50 HR	0.00	45.09	112.73
REMOVED THE DRYING EQUIPMENT				
10. Add for personal protective equipment (hazardous cleanup)	3.00 EA	0.00	8.03	24.09
20. Equipment decontamination charge - per piece of equipment	4.00 EA	0.00	12.14	48.56
Totals: Miscellaneous				1,371.40

Basement

LxWxH 41' 3" x 22' 6" x 8'



1,020.00 SF Walls	928.13 SF Ceiling
1,948.13 SF Walls & Ceiling	928.13 SF Floor
103.13 SY Flooring	127.50 LF Floor Perimeter
330.00 SF Long Wall	180.00 SF Short Wall
127.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
2012-10-29-0821			10/29/2012	Page: 2



SERVPRO OF APPLETON & WINNEBAGO

SERVPRO OF APPLETON & WINNEBAGO COUNTY 26-3911703
 2235 NORTHERN RD
 APPLETON, WI 54914
 920-832-1110
 920-233-1110 vicki@servproofappleton.com

CONTINUED - Basement

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. Clean floor-after hours	928.13 SF	0.00	0.44	408.38
15. Water Extraction & Remediation Technician - after hours-scrap floor	0.25 HR	0.00	67.70	16.93
16. Apply anti-microbial agent - after hours	928.13 SF	0.00	0.31	287.72
17. Apply anti-microbial to base of wall- after hours	127.50 LF	0.00	0.31	39.53
18. Washing machine - Remove & reset	1.00 EA	0.00	26.44	26.44
19. Dryer - Remove & reset	1.00 EA	0.00	23.81	23.81
13. Block and pad furniture in room - after hours	1.00 EA	0.00	60.66	60.66
Totals: Basement				863.47
Line Item Totals: 2012-10-29-0821				2,234.87

Grand Total Areas:

1,020.00 SF Walls	928.13 SF Ceiling	1,948.13 SF Walls and Ceiling
928.13 SF Floor	103.13 SY Flooring	127.50 LF Floor Perimeter
330.00 SF Long Wall	180.00 SF Short Wall	127.50 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



SERVPRO OF APPLETON & WINNEBAGO

SERVPRO OF APPLETON & WINNEBAGO COUNTY 26-3911703
2235 NORTHERN RD
APPLETON, WI 54914
920-832-1110
920-233-1110 vicki@servproofappleton.com

Summary

Line Item Total				2,234.87
Service Tax	@	5.000% x	110.91	5.55
Replacement Cost Value				\$2,240.42
Net Claim				\$2,240.42

Use Your  2%
BIG CARD REBATE
MENARDS

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below, allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 02/07/13



Sale Transaction

6' LTD BOULDER PINE TREE*	HI
2870879	36.99
R30 10X15X22' UNFACED *	
1617940 3 @8.74	26.22
TOTAL	63.21
WI TAX 5.00%	3.16
TOTAL SALE	66.37
DEBIT CARD 5515	66.37

EFT Debit	11/09/12 10:22:29
NETWORK ID:0016	APP CODE 028778
Ref# 110920216001	PRIMARY ACCT

TOTAL SAVINGS 6.81

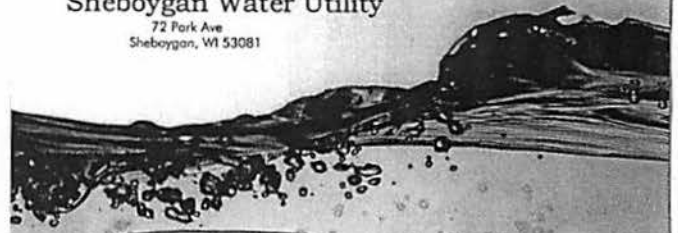
TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
2711

(HI) Holiday items may be exchanged for
the same item or a similar item of equal
value. If an exchange is not desired or

Sheboygan Water Utility

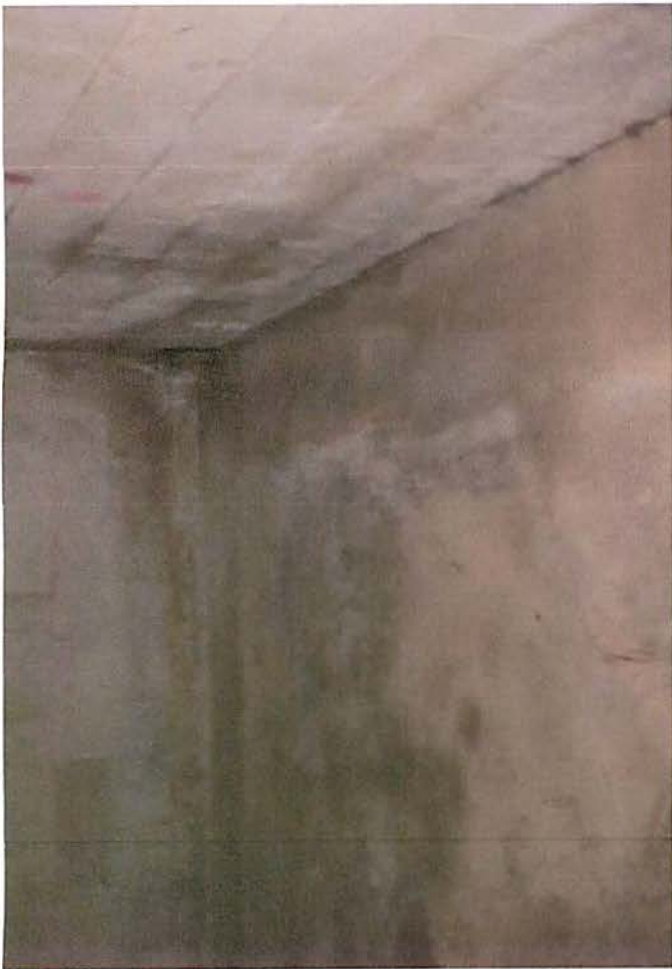
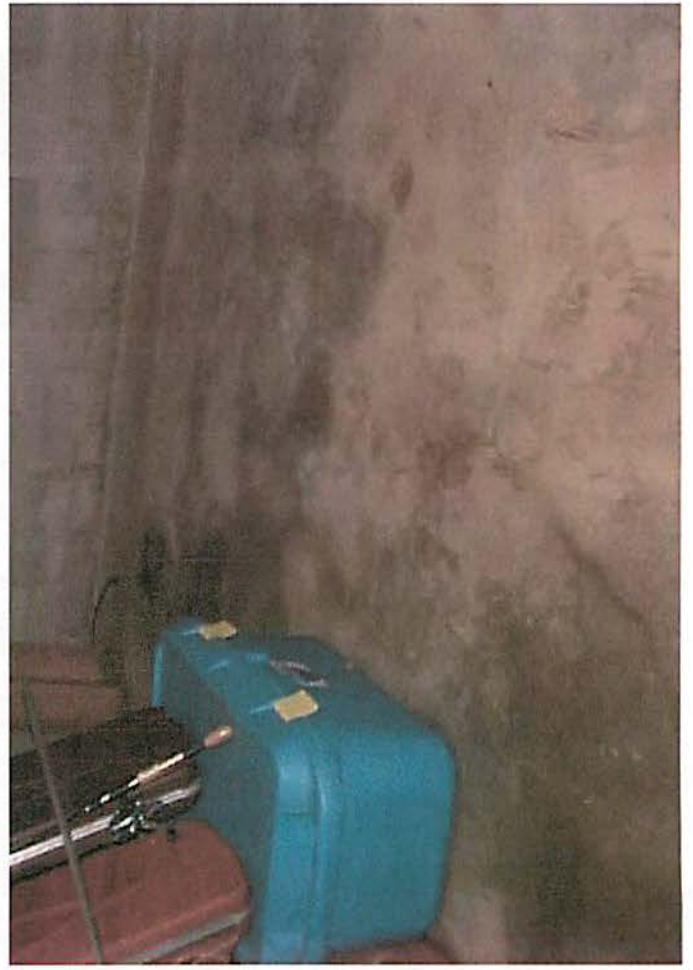
72 Park Ave
Sheboygan, WI 53081

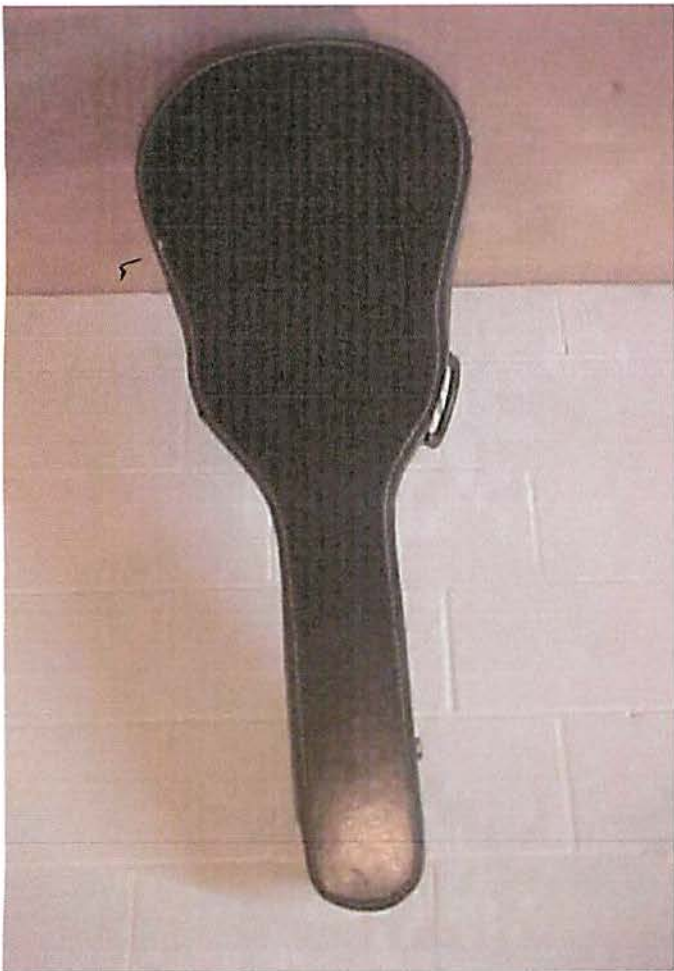
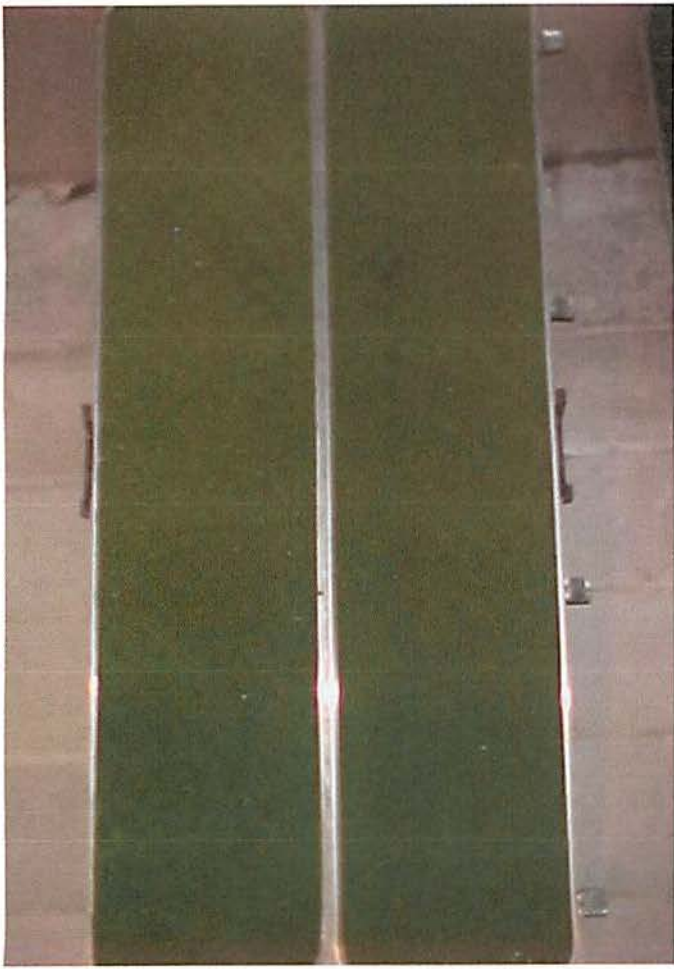


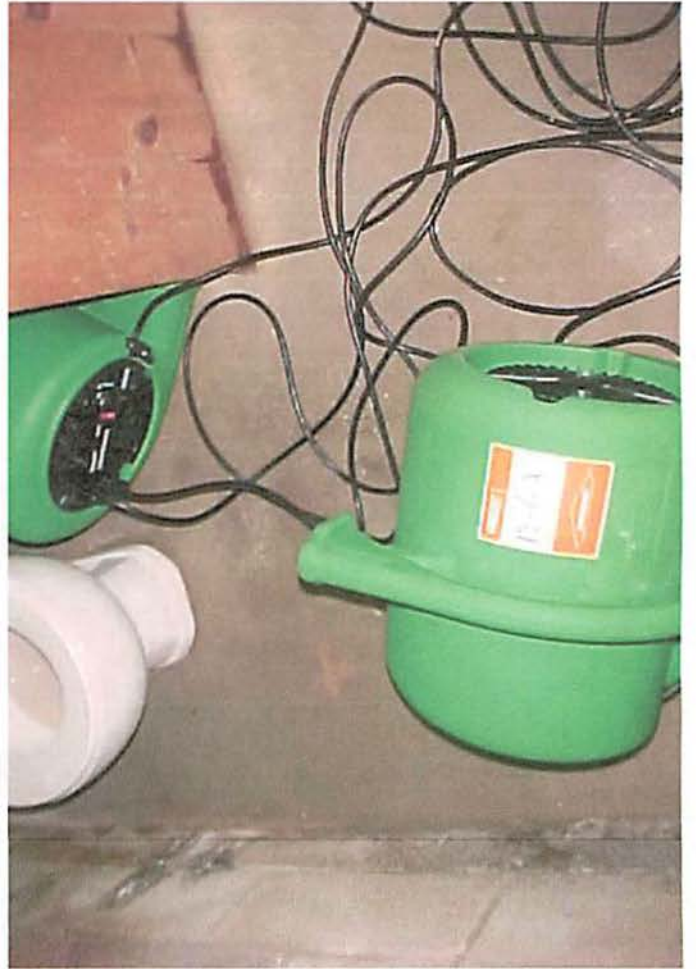
Richard W. Dale, P.E., R.L.S.
Distribution Supervisor

920-459-3839 phone
920-459-4325 fax
richdale@sheboyganwater.org

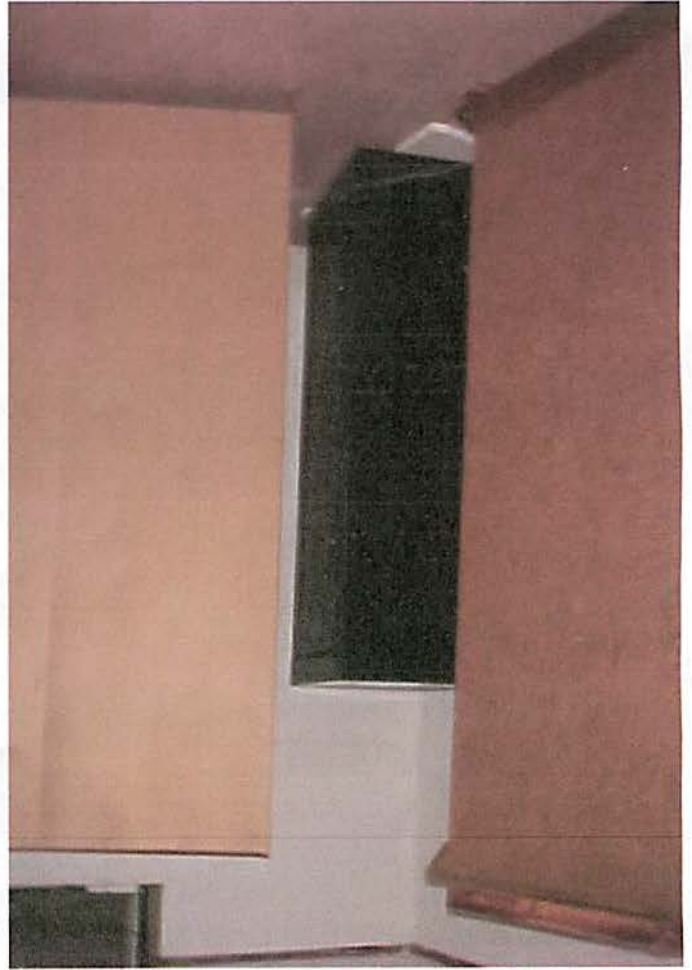
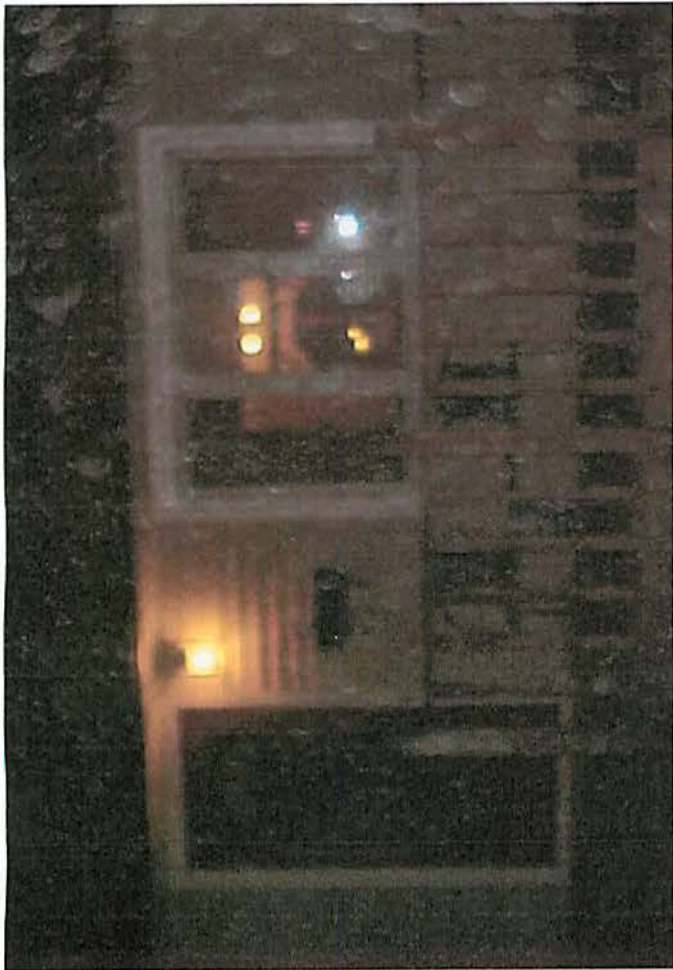
*Took picture before
clean-up started*

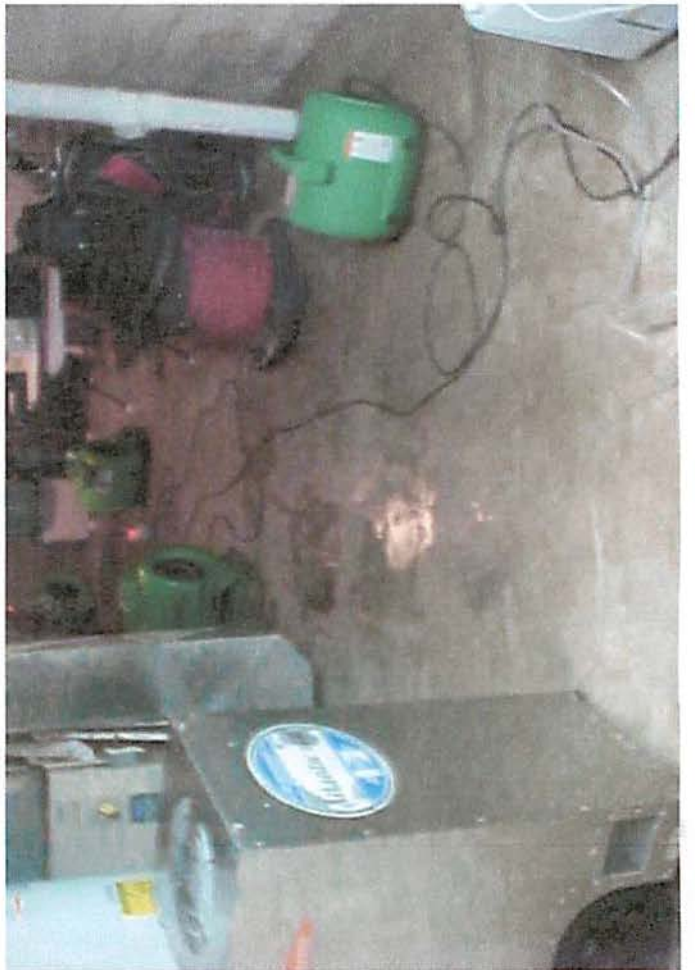


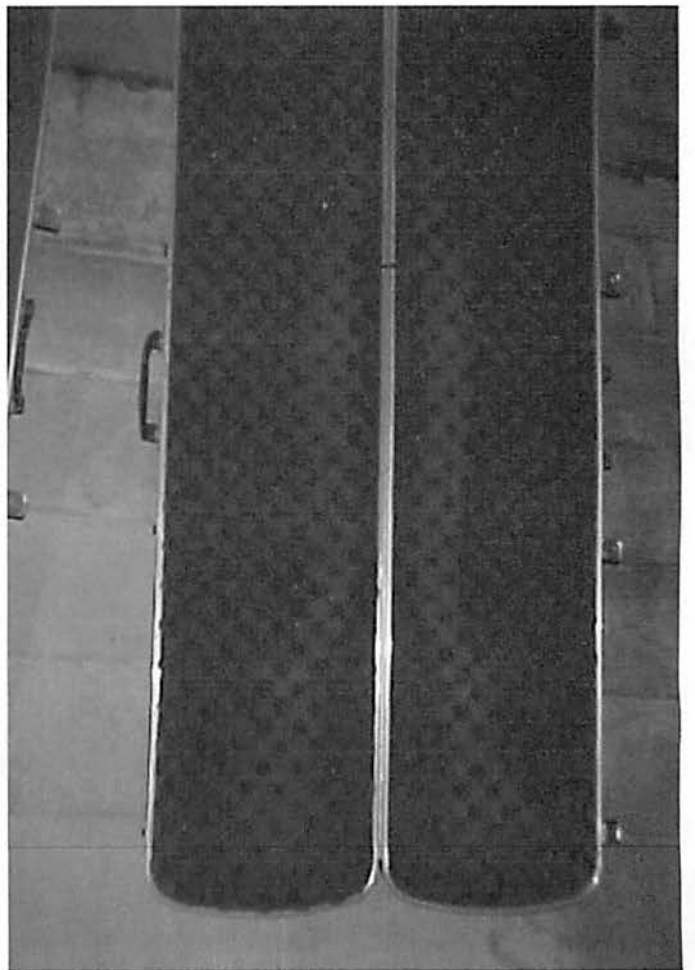












VI

R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 202-12-13 by the City Clerk submitting a claim from Joel and Tanya Wood for alleged damages to their property when a water main broke which sand the fire hydrant into the ground which broke the sewer line and sewage, sand and water leaked into their basement; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

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

4.9

R. O. No. 202- 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a claim from Joel and Tanya Wood for alleged damages to their property when a water main broke which sank the fire hydrant into the ground which broke the sewer line and sewage, sand and water leaked into their basement.

*Invoice
depos.*

Susan Richards

City Clerk

1.1

II

10th

10th

DATE RECEIVED 11-5-12

RECEIVED BY L. Schrader

CLAIM NO. 16-12

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

1. Name of Claimant: Joel and Tanya Wood
2. Home address of Claimant: 2914 S. 15th St.
3. Home phone number: (920) 627-0231
4. Business address and phone number of Claimant: Piggly Wiggly Midwest
2215 Union Ave Sheboygan, WI 53081 (920) 457-4433
5. When did damage or injury occur? (date, time of day) 10/23/12 9:00 AM
6. Where did damage or injury occur? (give full description) Sewage, sand, and
water leaked into my basement to a depth of 2"-3"
7. How did damage or injury occur? (give full description) A water main broke
which sank the fire hydrant into the ground which broke the
sewer line.
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. Sewage and water damage to everything touching the floor in the basement

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

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

Auto: \$ _____

Property: \$ 4400.55

Personal injury: \$ _____

Other: (Specify below) \$ _____

Total see page 4 for Itemization

Damaged vehicle (if applicable)

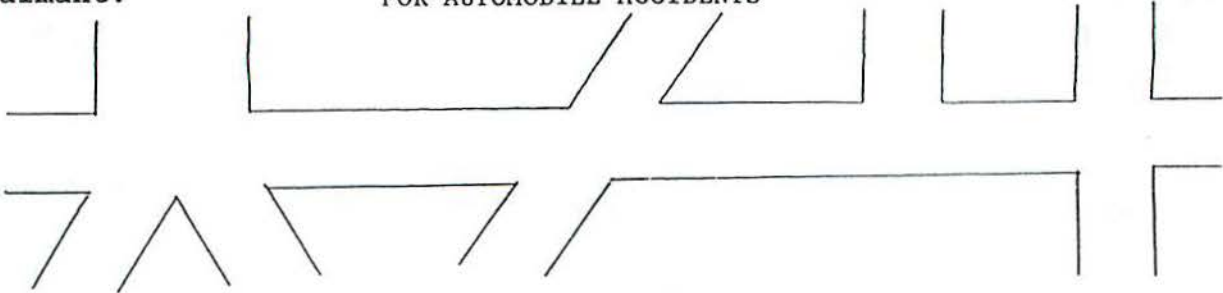
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

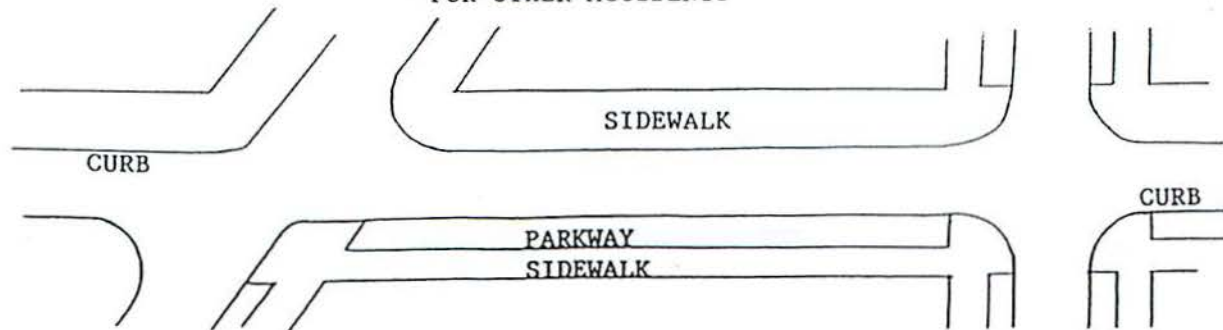
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Jill Wood

Date: 10/30/12

DATE RECEIVED 11-5-12

RECEIVED BY L. Schrader

CLAIM NO. 16-12

CLAIM

Claimant's Name: Joel Wood

Auto \$ _____

Claimant's Address: 2914 S. 15th St.

Property \$ 4406.55

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. (920) 627-0231

Other (Specify below) \$ _____

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

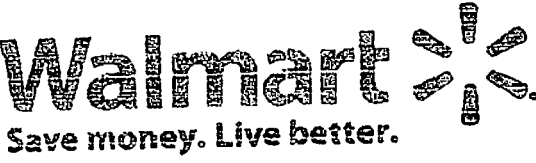
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

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 \$ 4406.55.

SIGNED: Joel Wood

DATE: 10/30/12

ADDRESS: 2914 S. 15th St. Sheboygan, WI 53081



Self Checkout

Fast. Fun. Easy.

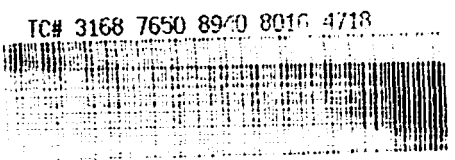
(920) 459 - 9300
 MANAGER RACHEL BURKE
 3711 S TAYLOR DR
 SHEBOYGAN WI 53081

ST# 1276	OP# 00009046	TE# 44	TR# 00638
GV WATER	007874211433	F	2.48 N
EXTRA LARGE	007830066332		2.18 X
EXTRA LARGE	007830066332		2.18 X
RUBBER BOOT	085804900307		14.00 X
SOLEEGEE	004130100129		14.86 X
	SUBTOTAL		35.70
TAX 1	5.000 %		1.66
	TOTAL		37.36
DEBIT TEND			37.36
CHANGE DUE			0.00

EFT DLB11 PAY FROM PRIMARY
 37.36 TOTAL PURCHASE
 ACCOUNT # **** * **** * 3811 S
 REF # 229700311762
 NETWORK ID. 0071 APPR CODE 020401
 TERMINAL # 33001904

10/23/12 10:23:38

7 ITEMS SOLD 5



TC# 3168 7650 8940 8016 4718

Layaway is back!
 Sept 16 - Dec 14
 10/23/12 10:23:40



MENARDS - SHEBOYGAN
 4825 Vanguard Drive
 Sheboygan, WI 53083

KEEP YOUR RECEIPT
 RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 01/27/13



Sale Transaction

PLEATED FILTER 16X25X5	
6331560	24.95
TOTAL	24.95
WI TAX 5.00%	1.25
TOTAL SALE	26.20
DEBIT CARD 3811	26.20

EFT Debit 10/29/12 16:40:05
 NETWORK 10:0003 APP CODE 064024
 Ref# 102904009001 PRIMARY ACCI

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE RECEIPTS WERE
 PRINTED FOR THIS TRANSACTION.
 3202

THANK YOU, YOUR CASHIER, BRITTANY

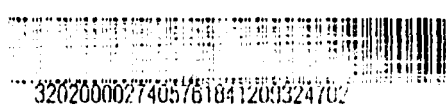
59900 05 7618 10/29/12 04:40PM 3247



MENARDS - SHEBOYGAN
 4825 Vanguard Drive
 Sheboygan, WI 53083

Sale Transaction

Rebate #3202 Receipt



Offer valid 10-21-12 Thru 11-03-12

Claim for Loss of Property

Supplies for cleanup	\$37.36
New air filter for furnace	\$26.20
Lost wages \$21.39/hour for 5.75 hrs	\$122.99
1 mini fridge	\$120.00
1 wooden island	\$120.00
1 6 ft wooden hutch	\$500.00
1 small entertainment stand	\$160.00
1 large entertainment stand	\$500.00
1 dining room set (4 chairs)	\$300.00
3 bars stools	\$130.00
3 wood end tables	\$150.00
1 wood coffee table	\$100.00
Misc. children's toys	\$300.00
2 children's recliners	\$150.00
1 children's wooden play table	\$100.00
Misc. Christmas decorations	\$200.00
3 throw rugs	\$100.00
2 lounge chairs	\$300.00
1 mattress and boxspring	\$350.00
1 couch	\$300.00
1 loveseat	\$200.00
twin bedset	\$140.00
TOTAL	\$4406.55

VI

R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 210-12-13 by the City Clerk submitting a claim from Cynthia Masterson for alleged damages to her property at 2914 S. 15th St. when the sewer backed up into her basement; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

3.3

R. O. No. 210 - 12 - 13. By CITY CLERK. December 3, 2012.

Submitting a claim from Cynthia Masterson for alleged damages to her property at 2914 S. 15th St. when the sewer backed up into the basement.

*Finance
Dept.*

Susan Richards

City Clerk

22

III

100

Analysis of Smith

DATE RECEIVED 11-21-12

RECEIVED BY LS Schroeder

CLAIM NO. 22-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 16 '12 PM 3:11
NOV 21 '12 PM 1:14

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: Cynthia Masterson
2. Home address of Claimant: 3430 South 12th St Apt 301
3. Home phone number: 920 917-9097 or 920 395-2037
4. Business address and phone number of Claimant: 3430 S. 12th Apt 301
Sheboygan Property Manager Cindy Masterson 920-395-2037
5. When did damage or injury occur? (date, time of day) 10/25/2012 9:30AM?
6. Where did damage or injury occur? (give full description) sewer back up
2914 South 15th St. Sheboygan WI 53081
7. How did damage or injury occur? (give full description) City of Sheboygan
On 10/23/12 2914 S. 12th St Sheboygan WI 53081
Sewer back up caused by main water line from a fire hydrant
This is what I was told Cindy Masterson
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: _____

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, LAURIE SUHRKE, CHIEF HERMANN

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 but a health Issue to occupants Living at

2914 S. 15th St Sheboygan WI 53081. Sewer damage to contents in

11. Name and address of any other person injured: Sub Pump Subjected to Sand from Sewer back up.

Tonia Woods Joel Woods and their 2 children Live at residents concerned for health due to Sewage back up in basement.

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

Auto: \$ 0

Property: \$ 5955.92

Personal injury: NO injury/Health Issues —

Other: (Specify below Health Issue \$ —

Total 5955.92

Damaged vehicle (if applicable)

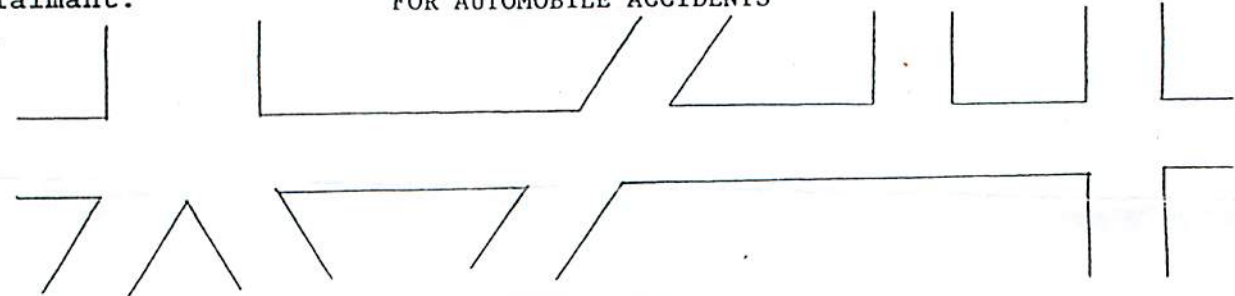
Make: 0 Model: 0 Year: 0 Mileage: 0

Names and addresses of witnesses, doctors and hospitals: Joel i. Tanna Woods 2914 S. 15th St Sheboygan and Cynthia Masterson 3430 S. 12th St Apt 301 Sheboygan Wi 53081

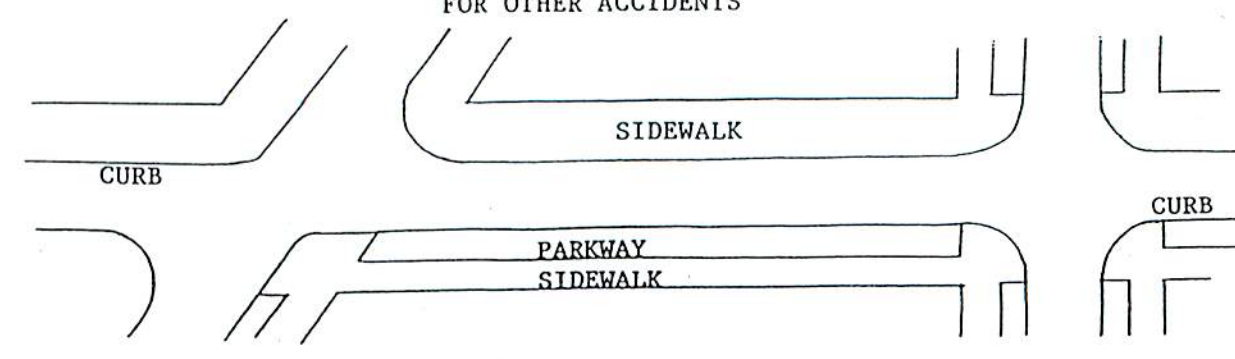
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Cynthia Masterson

Date: 11/20/2

DATE RECEIVED 11-21-12

RECEIVED BY LS Schroeder

CLAIM NO. 27-12

NOV 21 '12 PM 1:14

CLAIM

Claimant's Name:	<u>Cynthia Masterson</u>	Auto	\$ <u>0</u>
Claimant's Address:	<u>3430 South 12th St Apt 301</u> <u>Sheboygan WI 53081</u>	Property	\$ <u>5,890⁰⁰ net price</u>
Claimant's Phone No.	<u>920 917-9097 or</u> <u>920 395-2037</u>	Personal Injury	\$ _____
		Other ^{Cleaning Supplies} (Specify Below)	\$ <u>65.92</u>
		<u>Total</u>	\$ <u>5,955.92</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 5,955.92

$$\begin{array}{r}
 5,890 \\
 + 65.92 \\
 \hline
 5,955.92
 \end{array}$$

Have 2 estimates took lower estimate
 Have Receipt for Cleaning Supply
 Receipt from Menards 65.92

S: H Net Sum 5,890.
Robert Bender 10.85 10,852.00

SIGNED: Cynthia Masterson
 ADDRESS: 3430 South 12th St Apt 301
Sheboygan WI 53081

DATE: 11/20/12

11/14/12

NOV 16 '12 PM 3:11

This, ^{claim is} ~~is~~ for Sewer/Water Backup
caused by City on 10/23/12

If you have questions or need
something else call me at

Cindy Masterson 920 917-9097

address 3430 S. 12th Apt 301
Sheboygan WI 53081

11/11/12

Classroom
The ... for ...
Covers ... on 10/23/12

The ... place ...
... cases ...

POP - ...

...
...
...



October 25, 2012

22-SEY002
CYNTHIA R MASTERSON
3430 S 12TH ST APT 301
SHEBOYGAN WI 53081-8602

RE: Our Claim Number: 00-225-009974-6325
Our Policy Number: 48XR4441-02
Our Insured: Cynthia Masterson
Date of Loss: October 23, 2012
Our Company Name: American Family Mutual Insurance Company

Dear Cynthia R Masterson:

American Family Insurance has completed our review of the claim involving the property located at 2914 S 15th Street. As discussed, your Businessowners Coverage Form contains the following exclusion:

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

g. Water

(3) Water that backs up or overflows from a sewer, drain or sump

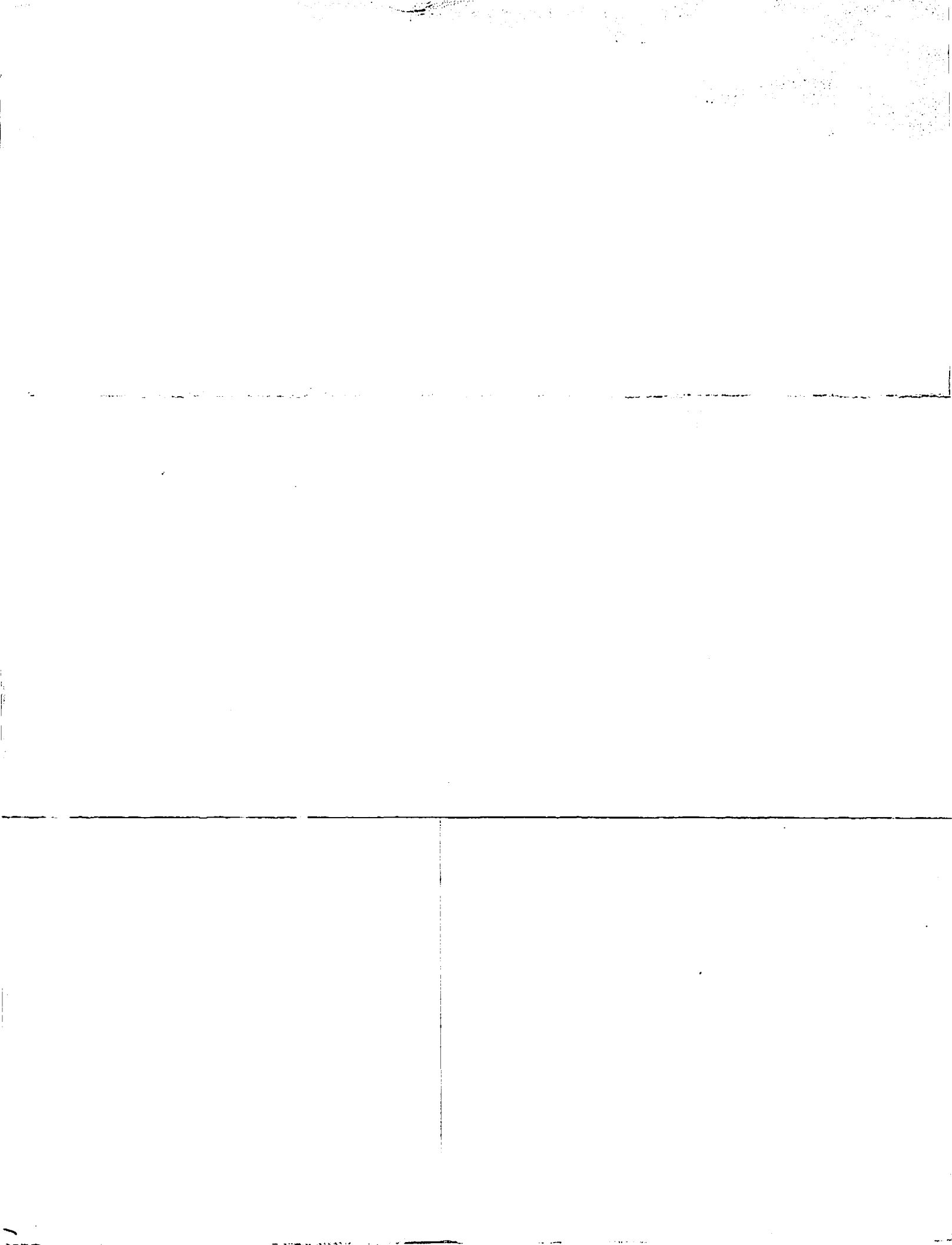
Because your loss involves the above exclusion, we will be unable to issue payment under your Businessowners Coverage Form.

Please feel free to contact me should you have any questions or concerns.

Sincerely,

Susan E Yokosh
Commercial F/R Claim Field Senior Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 21701
syokosh@amfam.com
Fax: (866) 537-4223
www.amfam.com/claims

Enc:





1536 S. 14th Street
Sheboygan, WI 530 81



Tel: (920) 803-9973
Fax: (920) 783-0879
www.shremodeling.net



S&H Remodeling, Inc.

"COMMERCIAL & RESIDENTIAL"

November 5, 2012

Cynthia Masterson
S 12th Street Apt. 301
Sheboygan, WI 53081

RE: Water damage @ 2914 S 15th Street, Sheboygan

We propose to supply material, labor and equipment as specified below to complete the phase of construction as proposed.

Rec room & walk in closet

- Remove existing ceiling tile and wall angle (part of existing ceiling) along the walls with damaged wall paneling.
- Remove and dispose all existing wall paneling.
- Remove existing wall insulation (2' from the floor)
- Spray antimicrobial over all affected areas.
- Run (1) air scrubbers and (3) fan deployment for 48 hrs.
- Install new wall insulation where needed.
- Install new wall paneling (new wall paneling to match existing wall paneling)
- Re-install existing ceiling tile.

Storage area

- Remove existing wall and base cabinets including existing counter top.
- Replace damaged wall paneling.
- Replace existing wall insulation (2' from the floor)
- Re-install existing wall and base cabinets including counter top.
- Clean-up at completion.

Net sum \$5,890.00

*Respectfully Submitted,
S&H Remodeling, Inc.*

Sam Herdic
President

Workmanship and materials are guaranteed by contractor to be as specified. Any alteration of or deviation from agreed specification involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Contractor to carry all appropriate insurance necessary to complete the above work as required by law.

Robert Johnson Construction

14500 State Rd. 13

Chesapeake, VA 23030

Phone: 757-552-7399 Fax: 757-552-7399

Work to be performed as proposed submitted to
14500 State Rd. 13, Chesapeake, VA 23030
14500 State Rd. 13, Chesapeake, VA 23030
14500 State Rd. 13, Chesapeake, VA 23030

We hereby agree to perform the labor necessary and supply the necessary materials for the
completion of the repair of the amount listed on the bill in closed, this is
to be completed as follows:

The removal of the wall portion of the wall insulation.

The installation of fiberglass insulation to the area of the wall not having fiberglass
insulation.
The installation of drywall to the area of the wall not having paneling, the joints are to be taped
and filled with a light gray joint compound, the drywall is to be a 1/2" thick and a
1/2" thick. The joints are to be taped and filled with a light gray joint compound.
The ceiling to have a suspended ceiling installed using a 2 ft. x 2 ft. grid pattern and ceiling
tiles to be the exposed type in the color of white based on a cost of \$2.00 each.
The damaged held door to the wall in closed, to be replaced. Replaced ceiling is to be
applied to the doors and used as follows:

The amount items are to be completed for the amount of \$10,352.00 (Ten thousand three hundred fifty two dollars and no cents).
A payment of \$2,000.00 (Two thousand dollars) is due at the start of the
work.
A payment of \$2,000.00 (Two thousand dollars) is due in the installation of the drywall.
The balance of \$6,352.00 (Six thousand three hundred fifty two dollars) is due in full at completion
of the above items.

Acceptance of proposal
The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to the work specified. Payment will be made as indicated.

The owner to take out the necessary building permit.
Accepted by: _____
This proposal may be withdrawn if not accepted within 30 days.

Robert Johnson

Robert Johnson

Use Your  2%
BIG CARD REBATE

MENARDS®

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 01/21/13



Sale Transaction

10PK EVERCARE LATEX GLOV 6603900	1.67
IRON HOLD CONTRACTR BAGS 6465247	5.76
24" FLOOR SQUEEGEE W/HND 6481827	11.98
LYSOL DISINFECT CITRUS 6471956	4.88
WILEX Germ BLEACH 6471603	2.97
PERMA-WASH DISINFECTANT 5612605	20.99
Guest Service (22.98 - 1.99)	
5 GAL MENARD PAIL 6482910	2.78
SCRUBSTER MOP 6489703	9.97
ANGLE BROOM 6481775	1.78
TOTAL	62.78
WI TAX 5.00%	3.14
TOTAL SALE	65.92
DEBIT CARD 0592	65.92

EFT Debit	10/23/12 11:49:13
NETWORK ID:0003	APP CODE 015543
Ref# 102393268001	PRIMARY ACCT

TOTAL SAVINGS 1.99

TOTAL NUMBER OF ITEMS = 9

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3202

THANK YOU, YOUR CASHIER, JOHANNA

55320 10 4991 10/23/12 11:49AM 3247

VI

R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 225-12-13 by the City Clerk submitting a claim from Michael J. Werner for alleged damages to the water service stop box when a Coke van swerved onto Mr. Werner's property after hitting a manhole that was missing its cover; recommends that the claim be paid in the amount of \$300.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

4.10

R. O. No. 225 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a claim from Michael J. Werner for alleged damages to the water service stop box when a Coke van swerved onto Mr. Werner's property after hitting a manhole that was missing its cover.

*Finance
pay \$300⁰⁰.*

Rusan Richards

City Clerk

1916

III

1916

1916

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

1. Name of Claimant: MICHAEL J. WERNER
2. Home address of Claimant: 2808 LAKESHORE DR. SHEBOYGAN, WI. 53081
3. Home phone number: 920-946-0355
4. Business address and phone number of Claimant: 2500 KOHLER MEMORIAL DR. SHEBOYGAN, WI. 53081. 920-783-2145
5. When did damage or injury occur? (date, time of day) 10/09/12 2:00 pm
6. Where did damage or injury occur? (give full description) ABOVE ADDRESS. FRONT YARD
7. How did damage or injury occur? (give full description) MOTOR VEHICLE ACCIDENT
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: JAMES HERSCHLEY
 - (b) Claimant's statement of the basis of such liability: SEE POLICE REPORT
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: SEE POLICE REPORT
 - (b) Claimant's statement of basis for such liability: SEE POLICE REPORT

Michael J. Warner
 5808 Lakeside Drive
 23061 Norfolk, VA
 757-446-0822
 757-446-0822
 757-446-0822
 757-446-0822
 757-446-0822

Accident
 Motor Vehicle

James Harrison
 See Police Report

See Police Report

See Police Report

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").

STOP BOX EXTENSION BROKEN/BENT
"NO INJURIES"

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

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

Auto: \$ _____

Property: \$ 300.00

Personal injury: \$ _____

Other: (Specify below) \$ _____

Damaged vehicle (if applicable)

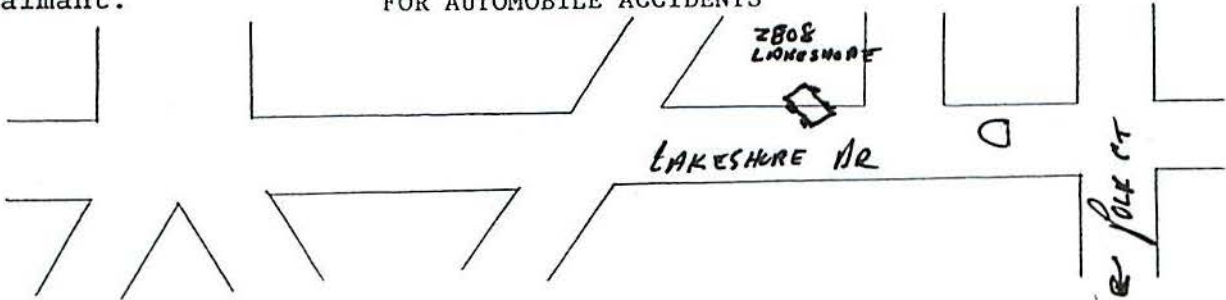
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

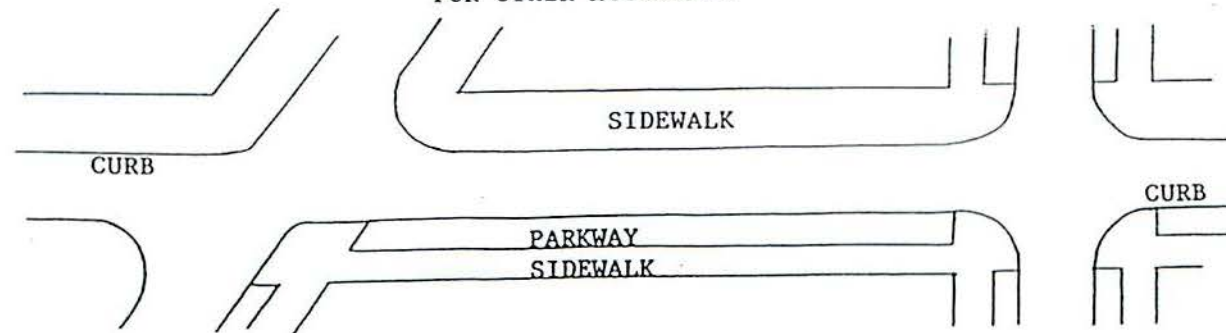
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: _____

Michael J. [Signature]

Date: 12-10-12

DATE RECEIVED _____

RECEIVED BY SLS

CLAIM NO. 24-12

DEC 10 '12 PM 12:32

CLAIM

Claimant's Name: MICHAEL J WERNER Auto \$ _____

Claimant's Address: 2808 LAKESHORE DR Property \$ 300.00
SHEBOYGAN, WI. 53081 Personal Injury \$ _____

Claimant's Phone No. 920-946-0355 Other (Specify below) \$ _____

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 \$ 300.00.

SIGNED: *Michael J Werner*

ADDRESS: 2808 LAKESHORE DR.
SHEBOYGAN WI 53081

DATE: 12-10-12

SIXEL & SCHWINN, INC.

N7677 RANGELINE ROAD

SHEBOYGAN, WI 53083

PHONE: (920) 565-2131 FAX: (920)565-4413

November 14, 2012

Michael J. Werner
2808 Lakeshore Drive
Sheboygan, WI 53081

RE: 2808 Lakeshore Drive, Sheboygan

Dear Mike:

Estimate to repair bend curb stop at 2808 Lakeshore Drive, Sheboygan. The scope of work to include:

1. Digging up existing bend stop box. (hand dig approximately 24")
2. Replace top of curb stop with McDonald repair kit
3. Close up hole to rough grade. No lawn restoration.

TOTAL ESTIMATED COST: \$350.00

If you have any questions, please call me at 565-2131. Thank you.

Sincerely,

SIXEL & SCHWINN, INC.



Jeffrey R. Sixel
MP9743

2808
 Lakeshore
 Drive

Damage
 curb
 in
 front
 Home

check
 MH.

POLICE # C12-20161
 ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0QXXTM		Document Override Number	
Agency Accident Number					Police Number C12-20161				
4 - Accident Date 10/09/2012		5 - Time of Accident (Military Time) 1400		6 - Total Units 01		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location INTERSECTION			
14 - On Hwy No.	14 - On Street Name LAKESHORE DR			14 - Bus/Frnt/Rmp		15 - Est. Dist	Ft/Mi	15 - Hwy. Dir	
16 - Fr/At Hwy No.		16 - From/At Street Name POLK CT			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude			13 - Longitude		
80 - First Harmful Event OTHER OBJECT-- NOT FIXED				93 - Manner of Collision NO COLLISION WITH MOTOR VEHICLE IN TRANSPORT					
112 - Access Control FULL CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLEAR			
<input type="checkbox"/> Hit and Run	<input checked="" type="checkbox"/> Government Property		<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed			
<input type="checkbox"/> Truck, Bus, or Hazardous Materials		<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged			
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With OTHER FIXED OBJECT		23 - Dir Of Travel SOUTH		24 - Speed Limit 25	
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number F4322816237904		30 - State WI	31 - Expiration Year 2014	34 - On Duty Accident			
25 - Operator/Pedestrian Last Name FIELDS		25 - First Name GARY		25 - Middle Initial A	25 - Suffix		
32 - Date Of Birth 10/19/1962		33 - Sex MALE					
26 - Address Street & Number 716 SPRING AVE					26 - PO Box		
27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 530815838		28 - Telephone Number (920) 458-7713 EXT.		
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing GOING-STRAIGHT			120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0		
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors NOT-APPLICABLE							
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN			

OPERATOR/PEDESTRIAN 01

PK2011

91 - Drugs Reported
124 - Highway Factors NOT-APPLICABLE

Vehicle

VEHICLE 01	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
	56 - License Plate Number DG78367		57 - Plate Type HTK	58 - State WI	59 - Exp Year 2012	55 - Vehicle Identification Number 1GC2GTBG1A1145902
	50 - Year 2010	51 - Make CHEV	52 - Model	53 - Body Style VN	54 - Color RED	100 - Skidmarks to Impact (FI)
	94 - Vehicle Damage REAR DRIVER SIDE					
	95 - Extent Of Damage MODERATE		96 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By DEPOT TOWING	
	123 - Vehicle Factors OTHER-DISABLED					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name COCA COLA ENTERPRISES INC					
	47 - Address Street & Number 9000 MARSHALL DR			47 - PO Box		
	48 - City LENEXA		48 - State KS	48 - Zip Code 66215	49 - Telephone Number (920) 457-2231 EXT.	

Insurance

INS 01	63 - Liability Insurance Company BEACON-MUTUAL-INDEMNITY-CO-(C/O-BEACON-INS-CO-OF-A		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company COCA COLA ENTERPRISES INC		

School Bus

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

Property

Organization Type GOVERNMENT	84 - Property Owner Last Name	84 - First Name	84 - Middle Initial	84 - Suffix
--	-------------------------------	-----------------	---------------------	-------------

PROPERTY OWNER 01	84 - Company Name CITY OF SHEBOYGAN		Government Property Type COUNTY/MUNICIPAL	
	85 - Address Street & Number 828 CENTER AVE		85 - PO Box	
	86 - City SHEBOYGAN	86 - State WI	86 - Zip Code 53081	87 - Telephone Number
	83 - Government Damage Tag Number N/A			
	Fixed Objects Struck			
	82 - Striking Unit 1	82 - Object Struck OTHER-FIXED-OBJECT	82 - Striking Unit	82 - Object Struck
	82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck
82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck	

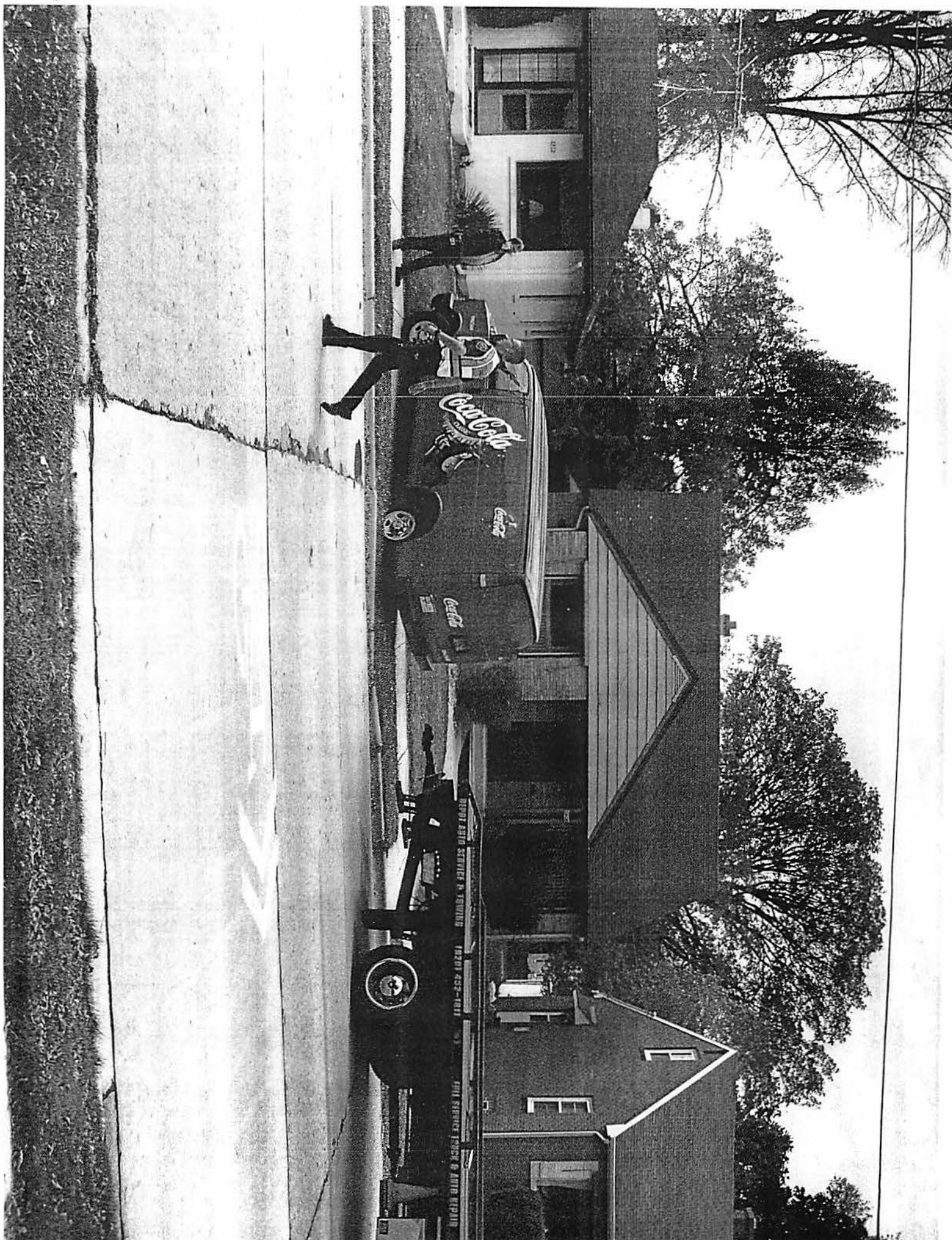
Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY FICKETT 434
	<p>OBJECT STRUCK = ACCESS WATER PIPE - DAMAGE REPORT CARD COMPLETED. DUE TO PD-INTRANET ACCESS NOT WORKING. DRIVER IDENTIFIED BY WI DRIVERS LICENSE. DRIVER STATED WHILE TRAVELING SOUTH BOUND ON LAKESHORE DR HE STRUCK SOMETHING, CAUSING HIM TO LOSE CONTROL OF HIS VEHICLE. IT APPEARS A MANHOLE COVER COMPLETELY DISLODGED ITSELF AFTER THE VEHICLE FRONT DRIVER SIDE TIRE WENT OVER THE COVER, CAUSING THE MANHOLE COVER TO COME OFF, THUS THE VEHICLE REAR RIM/TIRE WENT INTO THE MANHOLE, CAUSING THE TIRE TO DEFLATE, AND THEN THE VEHICLE TO LOSE CONTROL. VEHICLE STOPPED ON A FRONT LAWN OF 2808 LAKESHORE DR. BEFORE DOING SO, THE VEHICLE DROVE OVER AND DAMAGED A WATER UTILITY ACCESS WATER PIPE. SHEBOYGAN DPW WORKER JAMES WHERSCHLEB ARRIVE ON SCENE TO MAKE SURE COVER WAS PROPERLY RE-SECURED AFTER THE ACCIDENT. JAMES STATED HE WAS WORKING IN THE MANHOLE EARLY TODAY AND IS CERTAIN IT WAS PLACED BACK PROPERLY BEFORE HE LEFT. VEHICLE TOWED DUE TO DAMAGE, NO-ONE INJURED. I, OFFICER FICKETT, DROVE PAST THIS LOCATION 5 MINUTES PRIOR TO THE ACCIDENT, AND DID OBSERVE THE MANHOLE COVER IN PLACE AT THAT TIME. EOR-434</p>

Officer Information

PK2011

OFFICER INFORMATION	125 - Officer Last Name FICKETT		125 - First Name DUSTIN	125 - Middle Initial	131 - Officer ID 434	
	129 - Law Enforcement Agency No. 5961		130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST					
	127 - City SHEBOYGAN		127 - State WI	127 - Zip Code 53081	128 - Telephone Number (920) 459-3333 EXT.	
	132 - Date Notified 10/09/2012		133 - Time Notified (Military Time) 1400	134 - Time Arrived (Military Time) 1400	135 - Date Of Report 10/09/2012	
	Agency Accident Number		Police Number C12-20161	19 - Special Study		
	18 - Agency Space MAN-HOLE COVER DISLODGED					



REPAIR AUTO SERVICE & TOWING
19201 433-1011

TIRE SERVICE TUCK & AUTO REPAIR

Coca-Cola

Coca-Cola

Coca-Cola

VI

R. C. No. - 12 - 13 . By LAW AND LICENSING. January 21, 2013.

Your Committee to whom was referred R. O. No. 203-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9755	Bell, Sarah A.	1723 S. 13 th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____	_____
_____	_____
_____	_____

Committee.

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

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

IV

II

Other Matters

9.2

R. O. No. 203 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

Laws & Lic
 12/3/12 - grant all lic except Chold Campbell, Dodge, Bell, Esteves, Molitor
 12/17/12 - deny Esteves; grant Dodge, Bell, grant Campbell, hold Molitor
 1/2/13 - deny Dodge, grant Bell

Susan Richards

 City Clerk

CHANGE OF AGENT

Keith Fischer will be replaced by Kristen Fischer effectively immediately as agent for the establishment, The Kaddyshack.

"CLASS B" LIQUOR LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill LLC	2607 Superior Ave.
2945	The Upper Crust Pizza Pub	723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5809	Bray, Jennifer A.	828 Whitcomb Ave.
9795	Baumann-Golden, Sara M.	1931 N. 12 th St.
1172	Campbell, Christopher R.	2332 Lakeshore Dr.
9792	Dodge, Barbara J.	4311 Redwing Dr.
6744	Dodge, Deaven	3924 Country Pl. #A
9794	East, Jacob A.	832 N. 27 th St.
9806	Eigenberger, Heidi	1509A N. 8 th St.
9797	Fredricks, Amanda M.	1813 Camelot Blvd.
1400	Gosser, Thomas J.	2614 Black Fox Ct.
3806	Houwers, Debra L.	2321 Ontario Ave.
9805	Katsma, Mara C.	1408 Eisner Ave.
9800	McDonnell, Catherine E.	2109A N. 15 th St.
9803	McFarland, Angela M.	1414 N. 17 th St.
9799	Minglana, Fernando	1530 N. 9 th St.
9804	Myers, Amy M.	1026 Swift Ave.
9793	Perl, Meridith A.	2225 Cleveland Ave.
8409	Peterson, Carl F.	2605 N. 19 th St.
9798	Querio, Jarred T.	2207 Cleveland Ave.
8525	Shrestha, Sagar	1529 Maryland Ave.
9796	Warwick, Emily-Rose L.	3515 N. 10 th St.
9801	Wilsing, Cindy L.	2605 N. 12th St.
7978	Wychesit, Nicholas H.	439 Michigan Ave., Oostburg

III

Handwritten text, possibly a signature or name, located in the upper left quadrant.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9755	Bell, Sarah A.	1723 S. 13 th St.
9791	Esteves, Angel L.	1429 N. 10 th St.
9807	Molitor, Juistin J.	1722 N. 3 rd St.
4461	Segalle, Jason	2015 Folger Ct.

VI

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 21, 2013.

Your Committee to whom was referred R. O. No. 241-12-13 by the City Clerk submitting a communication from Jim Baumgart regarding safety issues in the area of 606 St. Clair Ave. making it difficult for people in the complex to be picked up especially when snow and ice are present; recommends that the document be accepted and placed on file and to approve the request.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

3.8

R. O. No. 241 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting a communication from Jim Baumgart, Sheboygan County Supervisor - 5th District, regarding safety issues in the area of 606 St. Clair Ave. making it difficult for people in the complex to be picked up especially when snow and ice are present.

PP+S
Act File &
approve requests

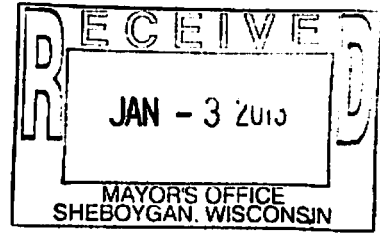
Susan Richards
City Clerk

11

11

January 1, 2013

Mayor Terry Van Akkeren
Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081



Dear Mayor Van Akkeren:

In late October I wrote to you about a call I received from Marianne Merklein, 606 St. Clair Avenue in Sheboygan (920 452-3063). She explained that she and a number of people living in her apartment complex have difficulty walking (she uses a walker) thus has a problem being picked up because of the blockage of parked vehicles at that location. She indicated that once the snow and ice collects, the situation becomes an issue of safety.

You were good enough to send a city employee to check the situation out. He called and indicated the location was difficult for people to be picked up and would be even more difficult when snow and ice was present. If I recall correctly, I thought he said there was a traffic or safety committee that could review the issue and look at possible options. Merklein called recently to say the snow and ice has returned to her location and she has not heard if any solution might be at hand?

I did remind Marianne Merklein that this is a city issue and she should be working with you, the correct city department and her Alderpersons. Mary Lynne Donohue and Kevin Matichek, her Alderpersons, were sent copies of my October letter.

If the parking and safety issue has been or is presently being reviewed, Marianne Merklein said she would like to know what is happening? I let her know that I would forward her request and concerns to you and her Alderpersons so a contact can be made.

Sincerely,

Jim Baumgart, Sheboygan County
Supervisor - 5th District

CC Marianne Merklein
606 St. Clair Avenue
Sheboygan, WI 53081
(920) 452-3063

Kevin Matichek
1114 North 9th Street
Sheboygan, WI 53081
(920) 254-1410

Mary Lynne Donohue
418 St. Clair Avenue
Sheboygan, WI 53081
(920) 458-1027

Lastly, I would like to wish you, all city employees and elected officials a wonderful and peaceful new year.

R. C. No. - 12 - 13 . By STRATEGIC FISCAL PLANNING. January 21, 2013.

The Committee established the 2014 Budget Schedule as follows:

2014 Budget Schedule

March 18, 2013	Strategic Fiscal Planning Committee submits to the Common Council established budget goals and objectives for 2014 budget process and beyond
March, 2013	Chief Administrative Officer communicates to department heads goals and objectives for 2014 budget submittals and beyond
May, 2013	Departmental budget submittals and reviews
July 8, 2013	2014 General Fund Budget summary to Finance Committee
July 15, 2013	2014 Preliminary Budget submitted to Council
August, 2013	Standing Committees review department budgets and report Committee recommendations to the Common Council on August 19, 2013
August 26, 2013	Finance Committee review reports of Standing Committees on departmental Budgets
September 3, 2013	Proposed budget submitted to Common Council
September 16, 2013	Chief Administrative Officer's Report presenting Budget, Fund Balance, and G O Bonded Debt to the Common Council for Final Approval
October 1, 2013	Publication of Notice of Public Hearing on 2014 Proposed Budget
October 21, 2013	Public Hearing on 2014 Proposed Budget
November 4, 2013	Council Meeting to adopt the 2014 Budget

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. _____ - 12 - 13. By LAW AND LICENSING. January 21, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 211-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9810	Wright, Brittany K.	4701C Amanda Ln.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

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. - 12 - 13. By LAW AND LICENSING. January 21, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 226-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9827	Anderson, Fylicia M.	904 Clara Ave.
9824	Beninghaus, Robert J.	1522 N. 9 th St.
9830	Butcher, Brandi A.	818 Pennsylvania Ave., #301
9823	Gerbers, Stefani A.	4106 Oakdale Ct.
4043	Greger, Amy L.	2125 S. 14 th St.
9836	Nytes, Valerie J.	W3378 Cty Hwy. N, Sheboygan Falls
9831	Robert, Michelle L.	228 S. Sauk Trl. Rd., Oostburg
9828	Rosenthal, Sarah N.	924 Wisconsin St., Adell
9832	Sohr, Christopher T.	3120 S. 9 th St.
9004	Stapel, Nikki D.	1202 Stahl Rd.
9834	Suemnicht, Joy L.	W8092 Cty. Rd. C
7784	Udovich, Ronda L.	1226 Main Ave.
9826	VanEngen, Tashia L.	1332 N. 16 th St.
9835	Veith, Lynn M.	163 Foxglove Ln., Sheboygan Falls
9822	Wahlstrom, Joshua M.	926 Alabama Ave.

IV

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5170	Gilbertson, Stephen J.	1216 N. 29 th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

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. _____ - 12 - 13. By LAW AND LICENSING. January 21, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

"CLASS B" LIQUOR LICENSE (June 30, 2013)

2951 Bar Unique	1034 Michigan Ave
2949 Prohibition Bistro	668 South Pier Dr

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9838	Barbar, David W.	2502 Mandy Cir.
9848	Conley, Amy M.s, Robert J.	704 Broughton Dr.
4677	Forey, Jamie L.	3430A Eisner Ct.
9846	Herren, Celia M.	1328 MacArthur Ave.
9845	Patel, Akshay K.	908 Washington St., Manitowoc
9842	Quintero, Anna L.	103 Evans Ct., Sheboygan Falls
9837	Shimek, Laura M.	1106 Florida Ave.
8706	Shufflebotham, Jonathan P.	1322 S. 20 th St.
9841	Smith, Kyle, C.	705 Wilson Ave., Cleveland
9843	Turbyfill, Austin P.	2601 Main Ave.
2468	Wenninger, Jared A.	W5742 Badger Rd., Elkhart Lake

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

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. _____ - 12 - 13. By PUBLIC WORKS. January 21, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 232-12-13 by the Purchasing Agent submitting bids for the purchase of industrial chemicals for the Wastewater Treatment Plant from January 1, 2013 through December 31, 2013; and
2. Res. No. 116-12-13 by Alderperson Heidemann authorizing entering into contract for the purchase of Wastewater Treatment Plan Chemicals Sodium Hypochlorite & Sodium Bi-Sulfite for calendar 2013;

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

5.3

Res. No. 116 - 12 - 13. By Alderperson Heidemann. December 17, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Wastewater Treatment Plant Chemicals Sodium Hypochlorite & Sodium Bi-Sulfite for Calendar 2013.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with KA Steel Chemicals for the purchase of approximately 60,000 gallons of Sodium Hypochlorite in 2013, and with PVS Chemicals for the purchase of approximately 30,000 Gallons of Sodium Bi-sulfite in 2013 all in accordance with City of Sheboygan Bid No. 1687-12

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Wastewater System Fund Account Number 60138300-530410 in payment of same.

*P.H.
Approve*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

33

III

Handwritten text, likely bleed-through from the reverse side of the page. The text is mostly illegible due to fading and bleed-through.

II

4.11

R. O. No. 232 - 12 - 13. By PURCHASING AGENT. December 17, 2012.

Submitting a tabulation of Bids #1687-12 received on December 11, 2012 for the purchase of industrial chemicals for the Wastewater Treatment Plant from January 1, 2013 through December 31, 2013.

Bid 1 Bulk Sodium Hypochlorite Solution 15%

Bidder	Per Lb	Per Gallon	60,000 Gallons	Minimum solution	Minimum Order Qty	Lead time in days
Hydrite	.095	\$0.95	\$57,000	15%	4800	1 to 2
Vertex	0.088	\$0.89	\$53,400	15%	4500	2
PVS Chemical	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
KA Steel Chemical	.075	\$ 0.75	\$45,000	15%	4400	1 to 2

Bid 2 Bulk Sodium Bisulfite Solution 38%

Bidder	Per Lb	Per Gallon	30,000 Gallons	Minimum solution	Minimum Order Qty	Lead time in days
Hydrite	0.16	\$1.77	\$53,184.00	38%	4500 gallons	2
Vertex	No bid	No bid	No Bid	No Bid	No Bid	No Bid
PVS Chemical	0.1272	1.40	\$42,000.00	38%	2500 Gallons	2-3

The bid documents were structured to allow the City to award separate contracts for the purchase sodium hypochlorite and sodium bisulfite. In addition, successful bidders are required to provide onsite training, emergency response service, and adequate proof of insurance.

The low bids of K. A Steel Chemicals and PVS Chemicals meet the requirements of the bid specifications.

Therefore, it is recommended that the Purchasing Agent be authorized to enter into contract with K. A. Steel Chemicals for the purchase of sodium hypochlorite and PVS Chemicals for the purchase of sodium bisulfite for the Sheboygan Wastewater Treatment Plant in 2013.

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

B.R. Rammer
Dec 17, 2012

1.6

III

535



R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred Res. No. 122-12-13 by Alderpersons Hammond and Heidemann authorizing the appropriate City Officials to execute the Multipurpose Trail Intergovernmental Cooperative Agreement; recommends that 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

III

4.5

Res. No. 122 - 12 - 13. By Alderpersons Hammond and Heidemann.
January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Multipurpose Trail Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Multipurpose Trail Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, in form substantially similar to the attached.

Finance & PW
Approve

[Signature]
[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MULTIPURPOSE TRAIL
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to the Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** City and County have collaborated on applying for and receiving grant money for the purchase of the former Chicago & Northwestern (now Union Pacific) railroad corridor between Pennsylvania Avenue and Martin Avenue in the City to be converted into a multipurpose bicycle and pedestrian trail ("the Trail"). Upon County taking title to the corridor, this Agreement is intended to establish a division of responsibilities between the City and County in the operation and maintenance of the Trail.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Initial Term; Renewals.** The initial term of this Agreement shall extend through December 31, 2025. This Agreement shall automatically renew for additional ten- (10-) year terms unless either party provides the other with written notice of intent to non-renew at least twelve (12) months prior to the end of the initial term and at least twelve (12) months prior to the end of each renewal term thereafter.

C. **Termination – Cause Not Necessary.** During the initial term, this Agreement may not be terminated by either party except for cause. After the initial term, the Agreement may be terminated by either party for any reason by written notice of termination provided to the other party not later than two (2) years before the termination becomes effective.

D. **Termination for Cause.** Either party may terminate this Agreement at any time during the initial term or a renewal thereof in the event of a material default by the other party which default is not cured within two hundred forty (240) days after defaulting party's receipt of written notice of such default. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within two hundred forty (240) days, the cure period shall be extended as reasonably necessary.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall be responsible for designing the Trail and arranging for its initial construction, including paving, drainage, signage, and lighting.

B. County shall be responsible for long-term maintenance and repair of the Trail.

C. County shall give to City a permanent easement notwithstanding non-renewal of the Agreement under Paragraph 3 to use the Trail for such waterlines, storm sewer, and other utilities as City may need, provided such use does not interfere with Trail use.

D. County shall maintain liability and property insurance as it deems necessary and appropriate.

E. County shall be responsible for replacing old signs.

F. County shall be responsible for the cost of any replacement lighting.

6. RESPONSIBILITIES OF CITY.

A. Provided such use does not interfere with public street right-of-way usage by City, City shall give to County easement rights or right-of-way rights for trail purposes in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 at the following locations as shown generally on the Plat of Rights-of-Way required for Bikes/Pedestrian Facilities – Pennsylvania Avenue – Martin Avenue approved by Sheboygan County dates November 1, 2011 (the specific location paths to be as mutually agreed by the parties):

1. merging onto the intersection of Center Avenue and North Commerce Street;

2. traversing along North Commerce Street to Wisconsin Avenue;

3. traversing the Sheboygan River north of Erie Avenue;

4. traversing the right-of-way adjacent to North 13th Street from Erie Avenue to St. Clair Avenue;

5. traversing St. Clair Avenue;

6. traversing Michigan Avenue;

7. traversing Michigan Avenue;

8. traversing Huron Avenue;

9. traversing Superior Avenue and Calumet Drive;
10. traversing Saemann Avenue;
11. traversing Calumet Drive at Sibley Court; and
12. traversing Geele Avenue.

B. City shall transfer to County easement rights or rights-of-way as mutually agreed by the parties in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 over City-owned lands adjacent to County's acquisition as necessary to allow the paved portions of the Trail, together with its sides, to be at least eighteen (18) feet wide.

C. City shall provide such patrol of the Trail as the parties may agree to be necessary to identify hazards, impediments, damaged or removed signs, etc.

D. City shall provide such day-to-day maintenance and grooming, including snow removal and grass cutting, as may be necessary and appropriate.

E. City shall integrate the Trail into City's other park and trail facilities.

F. City shall adopt such ordinances as are necessary to regulate the Trail consistent with its ordinance regulating its other trails within the City.

G. City shall provide the labor for replacing any lights as provided by County.

H. City shall quit claim any right, title, or reversionary interest it may have in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 in the Trail property being purchased by County from Union Pacific.

I. City shall amend its zoning code as may be necessary to allow the use of the Trail.

7. ALLOCATION OF COSTS.

A. Initial Purchase and Conversion. The costs for the initial purchase, construction, conversion, and signage of the Trail will be borne by County through the use of County property, tax revenues, and grant money, except that City shall contribute the sum of Two Hundred Thirty-one Thousand Nine Hundred Fifty Dollars (\$231,950.00) to support local match grant requirements. City portion of the funding shall be from the Community Development Block Grant Program (CDGB). Of the above amount, One Hundred Fourteen Thousand Five Hundred Seventeen Dollars (\$114,517.00) will help purchase the real property for the Trail. The remaining One Hundred

Seventeen Thousand Four Hundred Thirty-three Dollars (\$117,433.00) will be allocated toward reconstructing the Trail's bridge across the Sheboygan River.

County shall act as a sub-grantee to City's CDBG program and both City and County agree to follow all CDBG federal requirements on this subject including environmental reviews and the Davis Bacon Act. City shall provide County with two payments—the first payment after the closing of the real estate in the amount of One Hundred Fourteen Thousand Five Hundred Seventeen Dollars (\$114,517.00) and the second payment of One Hundred Seventeen Thousand Four Hundred Thirty-three (\$117,433.00) after construction commences.

B. Annual Ongoing Maintenance Costs. County shall be financially responsible for the costs of all long-term maintenance and repair of the Trail.

C. Day-to-day Maintenance and Repairs. City shall be financially responsible for the patrol and maintenance as provided under Paragraph 6, above.

D. Utility Bills. City shall be financially responsible for any electric bills arising from the Trail lights.

E. Additional Service Costs. Both parties may enter into additional agreements for other services which are not a part of this Agreement. Each party shall individually be responsible for the costs associated with such additional agreements.

8. ADMINISTRATION. County shall be deemed the "lead agency" for purposes of administering this Agreement. County shall confer and consult with City on the protocols that it will be utilizing in administering the Trail.

9. TITLE TO PROPERTY. In the event that this Agreement expires or is otherwise terminated without cause after the initial term, any property rights related to tangible or intangible assets acquired by either party pursuant to this Agreement shall be retained by said party, and any ongoing maintenance shall accrue to County.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. City and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any

failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

12. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

13. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: _____
Authorized Representative Date Signed _____

By: _____
Authorized Representative Date Signed _____

SHEBOYGAN COUNTY

By: _____
Authorized Representative Date Signed _____

By: _____
Authorized Representative Date Signed _____

VIII

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. January 21, 2013.

Your Committee to whom was referred a copy of Res. No. 122-12-13 by Alderpersons Hammond and Heidemann authorizing executing the Multipurpose Trail Intergovernmental Cooperative Agreement; recommends that 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

1114

III

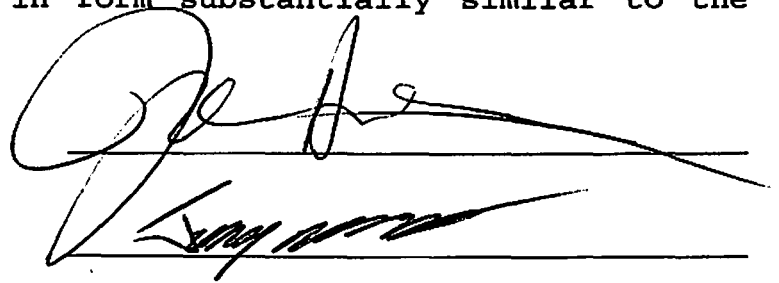
4.5

Res. No. 122 - 12 - 13. By Alderpersons Hammond and Heidemann.
January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Multipurpose Trail Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Multipurpose Trail Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, in form substantially similar to the attached.

*Finance &
Paul
approve*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 235-12-13 by the Purchasing Agent submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge; and
2. Res. No. 123-12-13 by Alderperson Heidemann authorizing entering into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge;

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

1111

III

4.3

Res. No. 123 - 12 - 13. By Alderperson Heidemann. January 7, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge.

WHEREAS: The control systems for the 8th Street bridge were originally installed in 1995 and have become obsolete, unreliable and can no longer be repaired and;

WHEREAS: The proper, dependable operation of the 8th Street Drawbridge is not only crucial to both vehicle and marine traffic but is also required by the Federal Government as it bridges a Federally controlled waterway and sets the stage for future up-river development following the recent dredging and;

WHEREAS: The City solicited proposals for the complete replacement of the controls from two vendors engaged in bridge control system upgrades.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Pieper Electric, Inc. for the provision and replacement of all necessary control hardware and software to assure the City of dependable long term continued operation of the 8th Street Bridge, at a base cost of \$284,803.00.

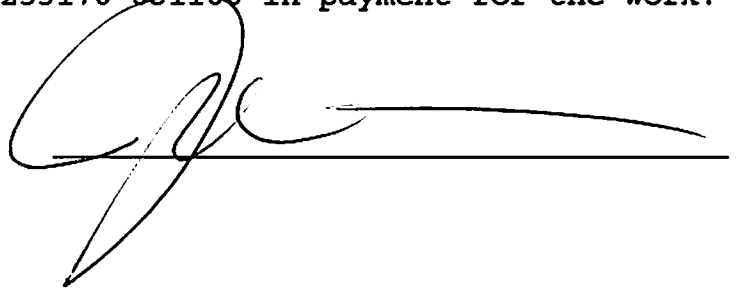
BE IT FURTHER RESOLVED: The Department of Public Works is recommending that the City authorize two voluntary options included in the Pieper proposal, the replacement and rebuilding of a rusted cabinet control cabinet (\$23,782.00), and a replacement of the resolver interface (\$3645.00). The total cost with desired alternates is then \$312,230.00

*Finance &
PW*

Approved.

III

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds on account 47233170-631100 in payment for the work.

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a horizontal line extending to the right.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.2

R. O. No. 235- 12 -13. By PURCHASING AGENT. January 7, 2013.

Submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge.

Item	Oilgear, Inc. Milwaukee WI	Pieper Electric Inc. Milwaukee WI
Complete Replacement of controls as specified	\$ 324,250.00	\$284,803.00
Estimated time to complete the work after receipt of Purchase Order	16-20 weeks	15 weeks

In addition, Pieper Electric included two voluntary alternates in their proposal that upon further review by the Department of Public Works make sense to consider in conjunction with the project:

Replacement of the North pier control cabinet including the transfer of the contents from the current rusted steel cabinet to a new aluminum cabinet, as well as providing the City with as built drawings of the contents at a total additional cost of \$ 23,782.00

Replacement of the bridge position resolver interfaces (2) with new units at a total additional cost of \$ 3,645.00

The recommendation is to award the contract to Pieper Electric Inc, including the two alternates at a total cost of \$312,230.00.

According to the City Treasurer, there is currently \$320,000.00 available in the 2013 budget for this expenditure.

*Approved &
PW
Acc File*

Respectfully submitted,

Bernard R. Rammer

2. P.

III

288

VIII

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. January 21, 2013.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 235-12-13 by the Purchasing Agent submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge; and
2. A copy of Res. No. 123-12-13 by Alderperson Heidemann authorizing entering into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge;

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

IIIIV

II

3.2

R. O. No. 235 - 12 -13. By PURCHASING AGENT. January 7, 2013.

Submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge.

Item	Oilgear, Inc. Milwaukee WI	Pieper Electric Inc. Milwaukee WI
Complete Replacement of controls as specified	\$ 324,250.00	\$284,803.00
Estimated time to complete the work after receipt of Purchase Order	16-20 weeks	15 weeks

In addition, Pieper Electric included two voluntary alternates in their proposal that upon further review by the Department of Public Works make sense to consider in conjunction with the project:

Replacement of the North pier control cabinet including the transfer of the contents from the current rusted steel cabinet to a new aluminum cabinet, as well as providing the City with as built drawings of the contents at a total additional cost of \$ 23,782.00

Replacement of the bridge position resolver interfaces (2) with new units at a total additional cost of \$ 3,645.00

The recommendation is to award the contract to Pieper Electric Inc, including the two alternates at a total cost of \$312,230.00.

According to the City Treasurer, there is currently \$320,000.00 available in the 2013 budget for this expenditure.

Finance
Pat
Ac + Jule

Respectfully submitted,

Bernard R. Rammer

III

43

Res. No. 123 - 12 - 13. By Alderperson Heidemann. January 7, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge.

WHEREAS: The control systems for the 8th Street bridge were originally installed in 1995 and have become obsolete, unreliable and can no longer be repaired and;

WHEREAS: The proper, dependable operation of the 8th Street Drawbridge is not only crucial to both vehicle and marine traffic but is also required by the Federal Government as it bridges a Federally controlled waterway and sets the stage for future up-river development following the recent dredging and;

WHEREAS: The City solicited proposals for the complete replacement of the controls from two vendors engaged in bridge control system upgrades.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Pieper Electric, Inc. for the provision and replacement of all necessary control hardware and software to assure the City of dependable long term continued operation of the 8th Street Bridge, at a base cost of \$284,803.00.

BE IT FURTHER RESOLVED: The Department of Public Works is recommending that the City authorize two voluntary options included in the Pieper proposal, the replacement and rebuilding of a rusted cabinet control cabinet (\$23,782.00), and a replacement of the resolver interface (\$3645.00). The total cost with desired alternates is then \$312,230.00

Finance
But
approve

VIII

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 21, 2013.

Your Committee to whom was referred the following:

- 1. R. O. No. 242-12-13 by the Purchasing Agent submitting the State of WI Contract Pricing for the purchase of 5 police duty vehicles for the Sheboygan Police Department; and
- 2. Res. No. 124-12-13 by Alderperson Carlson authorizing entering into contract for the purchase of 5 patrol duty Police Utility Interceptor All-wheel-drive vehicles;

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

1111

III

42

Res. No. 124 - 12 - 13. By Alderperson Carlson, January 7, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department patrol duty Police Utility Interceptor All-wheel-drive vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford for the purchase of Five (5) 2013 Ford Utility Interceptors at a cost of \$141,782.50 under the State of Wisconsin Contract.

BE IT FURTHER RESOLVED: That the City of Sheboygan is not required to submit these vehicles to public bid under the exemptions provided when accessing a governmental contract, and as such waives the requirement for public bidding.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 201140-641199 and in payment of same.

*PPRS
approve*



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



II

3.1

R. O. No. 242 - 12 - 13. By PURCHASING AGENT. January 7, 2013.

Submitting the State of WI Contract Pricing for the purchase of police duty vehicles for the Sheboygan Police Department.

(5) 2013 Ford **Utility** Interceptor Vehicles including License and Title fees.....\$ 141,782

This Purchase is will begin re-establishment of the former Fleet Management Plan which assures the orderly replacement of all marked Police vehicles over a three year period and is included in the 2013 Budget for this purchase.

The vehicles to be replaced will be sold in the most lucrative manner and all proceeds will be applied to the approved budget for the new vehicle purchase.

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

PPRS
Acc + File

11

11

VIII

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. January 21, 2013.

Your Committee to whom was referred Res. No. 125-12-13 by Alderperson Heidemann authorizing a two-year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Pl. for John Verhage; recommends that 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

IIIIV

III

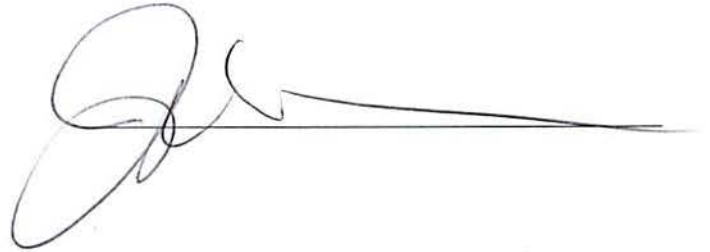
4.4

Res. No. 125 - 12 - 13. By Alderperson Heidemann. January 7, 2013.

A RESOLUTION authorizing a two (2) year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Place for John Verhage.

RESOLVED: That the Common Council authorize a two (2) year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Place for John Verhage.

*PW
approve.*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

December 14, 2012

To: Sheboygan Public Works Committee,

This letter is to request a (2) year extension from hooking up to the mini-storm sewer adjacent to my property at 3814 S. 17th Place. I have no problems with clear water on this property or adjacent properties. I will not hold the City of Sheboygan responsible for any loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.

John Verhage

A handwritten signature in black ink that reads "John Verhage". The signature is written in a cursive style with a large, stylized 'V'.

3814 S. 17th Place
Sheboygan, WI 53081
(920) 452-5773

II

R. O. No. _____ - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.



City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2013)

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9856	Babino, Kayla N.	1709 Hilltop Dr.
9857	Campbell, Jennifer K.	4155 S. 16 th St.
9850	Daugherty, Tanner D.	3133 Main Ave.
6242	Garza, Maricela	2330 S. 9 th St.
9859	Hoppner, Danielle N.	1216 Pershing Ave.
9852	Huenink, Carter G.	W4467 Center St., Waldo
9860	Kelly, Shane P.	1618 N 34 th St.
9855	Krase, Sarah	1025 Covington Dr., Sheb. Falls.
9862	Kunstman, Ashley, M.	1222 Parkwood Blvd #E
4769	Meifert, Lisa M.	1336 North Ave.
7074	Scheff, Jack B.	W1851 Playbird Rd.
6306	Valleja, Virginia	1617 Superior Ave.
9853	Wehmeyer, Jessica M.	2211 N 22 nd St.
9854	Williams, John S.	504 Valley Rd., Kohler
9351	Year, Javier F.	1127 N 8 th St.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9851	Mathis, Al	1614 S 9 th St.
3254	Randall, Shantell M.	2204 N 9 th St.
9861	Scheidel, Matthew P.	1905 Wilson Ave.
9858	Wicker, Verlin C.	2320 N 36 th St.

III

Handwritten text, possibly a signature or name, located in the upper left quadrant.

II

R. O. No. _____ - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from Holly Rick on behalf of Wydell Vaughn requesting a waiver from the Sex Offender Residency restrictions in order to be placed in a TLP at 930A Michigan Ave.



City Clerk

II

Handwritten text, possibly a signature or date, located in the lower-left quadrant of the page.

JAN 18 '13 AM 10:34

Date 01/17/2013

My name is Wydell Vaughn

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

930 A Michigan Avenue (TLP)

Signature Abelley Ridd for Wydell Vaughn

Phone No (920) 459-6545

II

R. O. No. _____ - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from Kevin Ray Hartl requesting a waiver from the Sex Offender Residency restrictions in order to live at 1427 N. 10th St. (Superior Manor).

Susan Richards

City Clerk

Date 1-15-213

My name is Kevin Ray Hart

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

14 N 10th Superior Manor



Signature Kevin Hart

Phone No 920-331-1960

1427
N. 10th St

As per
S. Richards
re phone call fr.
Kevin

II

R. O. No. _____ - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Bee Her requesting a waiver from the Sex Offender Residency restrictions in order to be placed in a Transitional Living Placement (TLP) located at 1123/1125 N. 14th St. or 930A Michigan Ave., based on availability.



City Clerk

II

1914

Scott Walker
Governor

Edward Wall
Secretary



JAN 15 '13 PM 2:59

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

State of Wisconsin
Department of Corrections

January 15, 2013

To whom it may concern:

The Department of Corrections, on behalf of Bee Her (DOC # 350111...DOB: 8/2/1966), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Her is slated to be released from prison on 2/26/13. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th Street or 930A Michigan Avenue, based on availability.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Roehl", with a large, sweeping flourish at the end.

Mike Roehl
Probation & Parole Agent #71214
3422 Wilgus Ave. Sheboygan, WI 53081
920.459.3484

II

R. O. No. _____ - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from Scott L. Steinberg requesting a waiver from the Sex Offender Residency restrictions in order to live at 712 Broughton Dr., Apt. 21.



City Clerk

III

Handwritten text, possibly a signature or date, located in the lower-left quadrant of the page.

JAN 16 '13 AM 8:27

Date 1/14/2013

My name is Scott L Steinberg.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 712 Broughton Dr.

Apt 21

Signature

Scott Steinberg

Phone No

920-331-4354

II

R. O. No. - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

Susan Richards

City Clerk

II

London 1870

DATE RECEIVED 1-14-13

RECEIVED BY LS Schroeder

CLAIM NO. 26-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

P.3

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

1. Name of Claimant: CLIFFORD D. EHRENREICH
2. Home address of Claimant: P.O. Box 731, SHEBOYGAN, WI 53082
3. Home phone number: 920.452.2504
4. Business address and phone number of Claimant: (SEE ABOVE)

5. When did damage or injury occur? (date, time of day) 9.15.12 / 9.16.12 (10P.M. TO 2A.M.)

6. Where did damage or injury occur? (give full description) AT THE ENDZONE, 904 INDIANA AVE., SHEBOYGAN, WI [SIDEWALK AREA]

7. How did damage or injury occur? (give full description) DUE TO EXCESSIVE FORCE RESULTING FROM MISUNDERSTANDING WITH POLICE / ENDZONE PERSONNEL, [PLEASE SEE ATTACHED SHEETS P.1 & P.2]

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

(a) Name of such officer or employee, if known: SHEBOYGAN POLICE OFFICER(S) / OTHERS

(b) Claimant's statement of the basis of such liability: DUE TO PHOTOGRAPHIC MEDICAL EVIDENCE / INJURIES. [PLEASE SEE ATTACHED SHEETS]

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

(a) Public property alleged to be dangerous: THE ENDZONE / SIDEWALK AREA.

(b) Claimant's statement of basis for such liability: PLEASE SEE ATTACHED SHEETS, [P.1, P.2, MORE]

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").

P.4

HEAD, ARMS, LEG, ^(BACK/SHOULDER) INJURIES, CONTUSIONS, HEMATOMA, BROKEN WRIST (SCAPHOID) AND STITCHES. [PLEASE SEE ATTACHED SHEETS, P.1, P.2, MORE.]

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

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

Auto: \$ _____

Property: \$ _____ (AMOUNTS ACCRUING)

Personal injury: \$ _____ x - PENDING

Other: (Specify below) \$ _____

Total x

Damaged vehicle (if applicable)

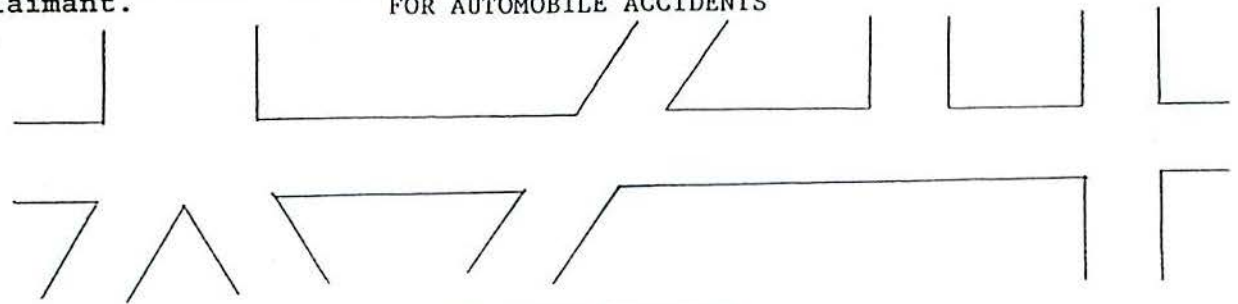
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

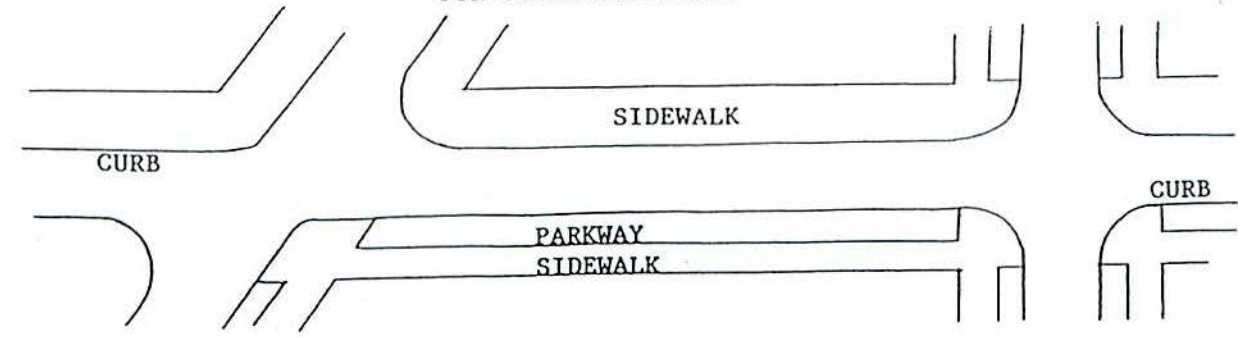
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Capital Insurance

Date: 1/10/13

DATE RECEIVED 1-14-13

RECEIVED BY LS Schroeder

CLAIM NO. 26-12

CLAIM

P.5

Claimant's Name: Cliff D. Ehrenreich Auto \$ _____

Claimant's Address: P.O. Box 731 Property \$ _____
SHEBOYGAN, WI Personal Injury \$ _____
53082 [PENDING] Other (Specify below) \$ _____

Claimant's Phone No. 920-452-2504
<OR> 920-698-1381

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

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

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

*=ALL DAMAGES ASSOCIATED WITH THE INJURIES WHICH ALSO INCLUDE THOSE ASSOCIATED WITH THE GATHERING OF EVIDENCE, COPIES, EXCULPATORY, MEDICAL, LEGAL, OTHER. CLAIM FOR RELIEF IS STILL ACCRUING, PENDING,

SIGNED: Cliff D. Ehrenreich DATE: 1.10.13

ADDRESS: P.O. Box 731, SHEBOYGAN, WI 53082

II

R. O. No. _____ - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
January 21, 2013.

We hereby submit the report of the Building Inspection Department for
the month of: DECEMBER 2012.



Building/Heating Inspector

三

CASH RECEIPTS

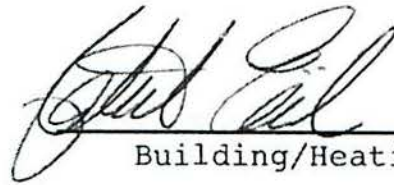
	December 2011	December 2012
Contractors Licenses	27,570.00	11,470.00
Building Permits	8,415.92	9,963.20
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	5,185.00	12,505.00
Heating Permit Fees	10,545.00	13,810.00
Sales Tax	3.56	3.38
Plumbing Permit Fees	1,344.00	1,360.00
Sewer Permit Fees	0.00	1,500.00
Occupancy Permit Fees	200.00	650.00
Board of Appeals	0.00	0.00
Misc. General Revenue	71.85	68.18
Plan Examining Fees	1,575.00	275.00
Code Books	0.00	0.00
State Stamps	40.00	40.00
Rooming House Permit Fees	200.00	270.00
Erosion Control Fees	100.00	100.00
Penalty Fees	1,570.00	100.00
Cash Over, Short or Refund	730.00	1,060.00
Contractors Escrow	329.00	1,521.00-
Weight & Measure license	22,695.00	17,876.00
Clearwater Inspection Fees		<u>1,720.00</u>
TOTAL:	80,574.33	71,249.76

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE	1	1	150,000.00	210,000.00	400.00	400.00
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS						
NEW COMMERCIAL						
NEW MISC -NON RES.						
STORAGE BLDG -RES.						
STORAGE BLDG - NON- RES	1		30,000.00		540.00	
ALT & ADD'NS -RES.	66	42	396,929.00	276,119.00	4,810.00	3,160.00
ALT & ADD'NS - NON- RES	9	11	128,400.47	2,348,425.00	1,390.86	5,490.00
WRECKING	3	1	23,900.00	5,675.00	598.94	143.20
MOVING						
SIGNS	4	5	63,900.00	25,473.50	471.12	700.00
FENCES/POOLS/DECKS/ DRIVEWAYS	4	2	14,100.00	600.00	205.00	70.00
TANKS						
MISCELLANEOUS					50.00	
TOTALS	88	62	807,229.47	2,866,292.50	8,415.92	9,963.20
PERMIT TYPES	#OF					
	PERMITS					
ELECTRICAL	28	16	173,434.00	574,965.00	7,525.00	12,505.00
HEATING	122	47	579,369.00	697,994.20	8,065.00	13,810.00
PLUMBING	24	15			3,552.00	1,360.00
SEWER	0	2			4,000.00	1,500.00
TOTALS	174	80	752,803.00	1,272,959.20	23,142.00	29,175.00
GRAND TOTALS OF THE ABOVE	262	142	1,560,032.47	4,139,251.70	25,489.92	39,138.20

II

R. O. No. _____ - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
January 21, 2013.

We hereby submit the report of the Building Inspection Department for
the month of: YEAR 2012.



Building/Heating Inspector

CASH RECEIPTS

	2012	2011
Contractors Licenses	100,235.00	88,280.00
Building Permits	307,744.31	298,466.41
Projecting Sign Fees	8,225.00	8,025.00
Electrical Permit Fees	131,315.00	116,930.00
Heating Permit Fees	85,015.00	85,722.00
Sales Tax	138.53	54.92
Plumbing Permit Fees	29,086.00	29,712.00
Sewer Permit Fees	8,000.00	19,000.00
Occupancy Permit Fees	6,400.00	5,850.00
Board of Appeals	3,600.00	2,700.00
Misc. General Revenue	2,922.27	1,333.61
Plan Examining Fees	16,425.00	11,150.00
Code Books	0.00	0.00
State Stamps	120.00	240.00
Rooming House Permit Fees	680.00	650.00
Erosion Control Fees	300.00	600.00
Penalty Fees	51,718.10	10,704.00
Cash Over, Short or Refund	279.50-	555.00-
Contractors Escrow	3,419.80	1,071.63-
Weight & Measure license	37,207.00	46,987.00
Clearwater Inspection Fees	20,120.00	
TOTAL:	812,391.51	724,778.31

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION			FEES	
	2012	2011	2012	2011	2012	2011	
ONE-FAMILY RESIDENCE	3	6	595,000.00	879,000.00	1,280.00	2,400.00	
TWO-FAMILY RESIDENCE CONDOMINIUM							
GARAGES, CARPORTS	28	18	338,050.00	193,347.00	4,568.20	2,815.90	
NEW COMMERCIAL	6	10	7,917,000.00	14,006,519.00	46,692.60	62,602.20	
NEW MISC -NON RES.	1	1	440,000.00	2,400.00	132.00	50.00	
STORAGE BLDG -RES.	30	26	73,490.00	82,400.00	1,536.10	2,086.40	
STORAGE BLDG - NON- RES	5	3	64,100.00	124,000.00	257.80	904.40	
ALT & ADD'NS -RES.	1356	1427	9,126,442.84	8,756,467.40	102,455.05	102,879.70	
ALT & ADD'NS - NON- RES	142	147	15,719,980.00	19,427,280.02	118,784.65	96,243.36	
WRECKING	25	19	220,775.00	797,970.00	3,126.34	4,101.32	
MOVING	1		1,500.00		109.24		
SIGNS	100	100	539,127.84	828,961.95	12,892.33	11,368.13	
FENCES/POOLS/DECKS/DRIV EWAYS	313	269	1,036,408.00	618,159.00	14,725.00	11,575.00	
TANKS							
MISCELLANEOUS	15	19	3,000.00	4,275.00	1,185.00	1,520.00	
TOTALS	2025	2045	36,074,873.68	45,720,779.37	307,744.31	298,546.41	
PERMIT TYPES	#OF PERMITS						
ELECTRICAL	406	349	5,333,370.00	4,958,419.00	131,315.00	116,930.00	
HEATING	528	549	4,458,706.02	4,510,703.03	85,015.00	85,722.00	
PLUMBING	322	266			29,086.00	29,712.00	
SEWER	7	26			8,000.00	19,000.00	
TOTALS	1263	1100	9,792,076.02	9,469,122.03	253,416.00	251,364.00	
GRAND TOTALS OF THE ABOVE	3288	3145	45,866,919.70	55,189,901.40	561,160.31	549,910.41	

Report No: BI122B

Building Inspection Department
 Nuisance Complaint Statistics Report
 For: 2012

Run Date: 12/28/2012

Month	Number Of Complaints	Percent Of Change (vs LYR)	Number Of Inspections (Approx.)	Complaints Transferred	No Violation Observed	Violations			Fixed	Abated	Citations Issued	Inspect Pending	DNI
						Sanitation	Zoning Storage	Zoning OffStreet Parking					
January	8	+33.3	17	0	1	0	1	7	7	0	1	0	0
February	10	+25.0	20	0	0	0	6	4	10	0	1	0	0
March	38	+2.7	69	0	1	0	18	16	33	0	4	1	0
April	17	-66.0	37	0	1	0	11	7	18	0	2	0	0
May	9	-82.0	10	4	0	0	2	3	5	0	1	0	0
June	19	-62.0	30	4	0	0	4	11	10	0	5	0	0
July	5	+400.0	10	0	0	0	5	0	5	0	0	0	0
August	1	+0	2	0	0	0	0	1	1	0	0	0	0
September	1	-80.0	2	0	0	0	0	1	1	0	0	0	0
October	2	-84.6	2	0	0	0	1	0	1	0	5	0	0
November	2	-75.0	5	0	1	0	1	1	0	0	1	0	0
December	2	-50.0	4	0	0	0	1	1	0	0	2	0	0
TOTAL	114	+0	208	8	4	0	50	52	91	0	22	1	0

Total Number Of Violations: 102

Total Number Of Complaints "In Process": 10 (Pending Resolution)

Complaints Received Via: Phone: 2 16.6% Internet: 6 50.0% Inspectors: 102 50.0% Other: 4 33.3%

Building Inspection Department
 Nuisance Complaint Statistics Report
 For: 2011

	Number Of Complaints	Percent Of Change (vs LYR)	Number Of Inspections (Approx.)	Complaints Transferred	No Violation Observed	Violations			Fixed	Abated	Citations Issued	Inspect Pending	DNI
						Sanitation	Zoning Storage	Zoning OffStreet Parking					
January	6	-75.0	15	0	5	5	0	0	5	0	0	0	0
February	8	-38.4	10	0	2	4	0	0	4	0	0	0	0
March	37	+23.3	66	0	6	27	1	2	30	0	1	0	0
April	50	+35.1	95	0	7	37	3	4	44	0	0	0	0
May	50	+25.0	79	5	9	30	1	4	34	1	3	0	0
June	50	+13.6	41	31	3	14	2	3	18	1	2	0	0
July	1	-96.2	2	0	0	0	0	1	1	0	2	0	0
August	0	-100.0	0	0	0	0	0	0	0	0	0	0	0
September	5	-83.3	10	0	0	2	1	2	5	0	0	0	0
October	13	-23.5	26	0	0	1	5	7	13	0	0	0	0
November	8	-60.0	8	0	0	0	3	1	4	0	0	0	0
December	4	-63.6	14	0	0	0	1	6	7	0	0	0	0
TOTAL	232	-30.5	366	36	32	120	17	30	165	2	8	0	0

Total Number Of Violations: 167

Complaints Received Via: Phone: 72 46.4% Internet: 66 42.5% Inspectors: 77 49.6% Other: 17 10.9%

Building Inspection Department
 Housing Inspection Activity Report
 For: 2012

As Of: 12/28/2012
 12:48:57

	Number Of Inspection Requests	Number Of Requests Not Yet Inspected	Number Of Inspections With No Violations	Number Of Inspections With Violations	Total Number Of Violations	Average Number Of Violations	Number Of Violations Fixed	Number Of Violations In Process	Number Of Citations Issued
January	20	0	0	18	47	2.61	35	1	16
February	192	0	1	192	237	1.23	60	7	5
March	277	0	10	267	388	1.45	116	2	28
April	108	0	15	88	141	1.60	73	9	21
May	24	0	2	27	53	1.96	124	13	9
June	94	0	1	92	156	1.70	163	43	40
July	52	0	1	53	89	1.68	135	59	28
August	26	0	0	24	44	1.83	132	36	9
September	18	0	1	16	42	2.63	67	33	24
October	18	0	0	19	34	1.79	180	39	55
November	7	0	0	6	11	1.83	35	30	5
December	3	1	0	2	2	1.00	6	37	0
TOTAL	839	1	31	804	1,244	1.55	1,126	309	240

Number of Inspections Open: 190

Number of Inspections Closed: 649

Building Inspection Department
 Housing Inspection Activity Report
 For: 2011

As Of: 12/28/2012
 12:48:57

	Number Of Inspection Requests	Number Of Requests Not Yet Inspected	Number Of Inspections With No Violations	Number Of Inspections With Violations	Total Number Of Violations	Average Number Of Violations	Number Of Violations Fixed	Number Of Violations In Process	Number Of Citations Issued
January	14	0	1	15	22	1.47	1	0	0
February	13	0	0	13	19	1.46	3	0	1
March	25	0	2	23	39	1.70	16	0	2
April	53	0	2	16	24	1.50	2	2	0
May	36	0	1	40	65	1.63	22	0	7
June	30	0	0	32	60	1.88	25	10	10
July	37	1	1	37	62	1.68	13	6	5
August	12	0	1	14	20	1.43	32	9	0
September	18	0	1	19	41	2.16	17	0	12
October	93	0	26	88	147	1.67	7	4	3
November	30	3	1	26	37	1.42	99	12	12
December	13	0	0	14	17	1.21	25	1	2
TOTAL	374	4	36	337	553	1.64	262	44	54

Number of Inspections Open: 51

Number of Inspections Closed: 323



Res. No. - 12 - 13. By Alderperson Hammond, Roeseler, Heidemann and Van Akkeren. January 21, 2013.

A RESOLUTION approving the FY 2013 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$793,000 in entitlement Community Development Block Grant (CDBG) funds is estimated in 2013 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Strategic Fiscal Planning Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Strategic Fiscal Planning Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2013 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Strategic Fiscal Planning Committee recommends the funds be distributed as follows:

Street Improvements	\$ 432,950
NRSA No. 1 Officers	\$ 30,000
Partners for Community Development	\$ 22,500
Rebuilding Together	\$ 30,000
Sheboygan Housing Assistance Center	\$ 32,657
Sheboygan County Interfaith Organ.	\$ 5,000
Family Service Association	\$ 8,000
Hmong Association	\$ 10,000
Safe Harbor	\$ 7,700
Home, Inc.	\$ 5,000
Mental Health America	\$ 2,500
Shoreline Metro	\$ 42,493
Family Connections	\$ 2,000
Tee Box, Inc.	\$ 3,600
Program Administration	\$158,600

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2013 funds for the activities approved by the Strategic Fiscal Planning Committee.

III

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Strategic Fiscal Planning Committee, assurances contained therein and to provide any other information requested by HUD.

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. _____ - 12 - 13. By Alderpersons Hammond, Roeseler, Carlson and Donohue. January 21, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for grant from the Wisconsin Department of Natural Resources for the Urban Wildlife Damage Abatement and Control Program:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Contracted Services	
10121100-434201	10121100-521900	\$5,000

Establishing estimated revenue and appropriation for grant from the Wisconsin Department of Transportation for Transit software purchase:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Transit Fund State Grant 651930000-434201	Transit Fund Software 65193000-642200	\$88,000

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. _____ - 12 - 13. By Alderpersons Versey, Heidemann and Bohren.
January 21, 2013.

A RESOLUTION that the City of Sheboygan shall not be allowed to create any new fees and or increase existing fees unless the council gives a super majority vote.

WHEREAS, by implementing this resolution the City of Sheboygan will not create new fees to fix budget deficits or increase existing fees to fix budget shortfalls,

WHEREAS, it is best for the taxpayers of the City of Sheboygan that there are no new fees or increase to existing fees unless passed by a super majority vote.

RESOLVED: With the budgetary constraints the City of Sheboygan has been facing for the past several years, this resolution will make sure the City of Sheboygan is held to a higher fiscal responsibility with not allowing new fees to burden the City residents without a super majority vote by the council.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. 12 - 13. By Alderperson Heidemann January 21, 2013.

A RESOLUTION authorizing advertising for bids for the 2013 Concrete Sidewalk Program.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the 2013 Concrete Sidewalk Program aforementioned, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

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. - 12 - 13. Alderperson Versey. January 21, 2013.

A RESOLUTION providing concrete, measurable guidelines to city employees, appointed by the Mayor, to reduce energy and fuel use in City Departments in 2013 and beyond.

WHEREAS, by implementing these guidelines, the City will reduce energy and fuel usage and increase its renewable energy sources to 18% per year of total consumption by 2018;

WHEREAS, the City, due to budgetary constraints, needs to use every means possible to reduce government costs and waste; and

WHEREAS, it is best economic practice for the City to work seriously toward sustainable operating costs for its future viability beyond 2013.

RESOLVED: That Mayor Van Akkeren and Chief Administrative Officer Amodeo, in consultation with City Department Heads, appoint an employee from each city department/location to oversee and enforce the following guidelines to reduce energy, fuel. All City employees are subject to the guidelines. (Departments/locations may add to these guidelines for further usage reduction.)

- *Look at alternative sources of energy ie: solar, wind, and bio-fuels*
- *Install energy efficient lighting where ever possible with occupancy and daylight sensors*
- *Turn off computer monitors and copiers each night. Full compliance is necessary.*
- *Information Services will adjust computers so monitors go into "sleep" mode after 20 minutes of inactivity, and with a mouse adjustment "wake-up" right where it left off.*
- *Encourage culture of all staff noticing when something is left on and turning it off.*
- *Reduce energy use in over-lit areas by turning off half (50%) the switches and/or replacing with energy efficient fixtures and bulbs.*
- *Temperatures will be standardized throughout all buildings with the maximum winter temperature at 68 degrees and minimum summer setting at 74 degrees. Dress appropriately.*



- Individual space heaters, coffee makers, refrigerators, etc. are not allowed. Departments utilize shared appliances and turn them off when not in use.
- All changeovers must include at a minimum Energy Star and WaterSense rated efficient fixtures, preferably locally and/or regionally produced. This includes water, electric and natural gas fixtures.
- Promote use of video or telephone conferencing as much as possible.
- No idling of engines. Other than police and emergency vehicles, engines are turned off within two minutes of stopping.

BE IT FURTHER RESOLVED: That energy, fuel and product usage be recorded by the City's Finance Department, and that a quarterly report be given to each City department/location to measure progress toward the year's 10% usage reduction and by implementing these guidelines the cities renewable energy source is 18% per year of total consumption by 2018. Additionally, these quarterly reports would be referred by the Finance Committee to The Sheboygan Sustainable Task Force.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 12 - 13. By SALARIES AND GRIEVANCES. January 21, 2013.

Your Committee to whom was referred Res. No. 117-12-13 by Alderpersons Bohren, Heidemann, Versey and Wangemann extending the staffing level limitation now in place for sworn firefighters in the Sheboygan Fire Department for four (4) additional years; recommends that the documents 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

IV

III

5.4

Res. No. 117 - 12 - 13. By Alderpersons Bohren, Heidemann, Versey and Wangemann. December 17, 2012.

A RESOLUTION extending the staffing level limitation now in place for sworn firefighters in the Sheboygan Fire Department for four (4) additional years.

WHEREAS, by way of Res. No. 13-07-08 adopted May 29, 2007, the Common Council authorized the City of Sheboygan Fire Department to provide ambulance service beginning in 2008; and

WHEREAS, as part of said Resolution, the Common Council provided: "That beginning January 1, 2008 and ending December 31, 2012 that the Sheboygan Fire Department staffing levels be limited not to exceed the current 'Proposed Level.' This limit can only be altered, when and if, the geographic service area of the Sheboygan Fire Department for ambulance service is expanded and then must be approved with a 2/3 affirmative vote of the Common Council;" and

WHEREAS, the "Proposed Level" at the time was for 77 sworn firefighters; and

WHEREAS, the Common Council finds it to be in the best interests of the City to extend this staffing level limitation for an additional four (4) years.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Fire Department staffing limitation set forth in Res. No. 13-07-08 adopted May 29, 2007 is hereby extended an additional four (4) years beginning January 1, 2013 and ending December 31, 2016.

S&G.
file

BE IT FURTHER RESOLVED: That this limitation can only be altered, when and if, the geographic service area of the Sheboygan Fire Department for ambulance service is expanded and then must be approved by a 2/3 affirmative vote of the Common Council.

James A. Bohre

[Signature]

[Signature]

Wm F. Wengema

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

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

VII

R. C. No. _____ - 12 - 13. By STRATEGIC FISCAL PLANNING. January 21, 2013.

Your Committee to whom was referred Res. No. 118-12-13 directing the Chief Administrative Officer, the Manager of Human Resources, and the Fire Chief to develop a plan for incorporating paid on-call firefighters (not firefighter/paramedics) into the Sheboygan Fire Department upon the retirement of firefighters (not firefighter/paramedics) beginning on January 1, 2014, with the first hires by April 1, 2014; 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

IV

III

5.5

Res. No. 118 - 12 - 13. By Alderpersons Bohren, Heidemann, Versey and Wangemann. December 17, 2012.

A RESOLUTION directing the Chief Administrative Officer, the Manager of Human Resources, and the Fire Chief to develop a plan for incorporating paid on-call firefighters (not firefighter/paramedics) into the Sheboygan Fire Department upon the retirement of firefighters (not firefighter/paramedics) beginning on January 1, 2014, with the first hires by April 1, 2014.

WHEREAS, the Fire Chief projects the retirement of three (3) firefighters (not firefighter/paramedics) on January 1, 2014, and quite a few additional firefighters (not firefighter/paramedics) in following years; and

WHEREAS, the potential numerous retirements in the near future creates an opportunity for the City to plan for a transition to a hybrid staffing scenario combining full-time and part-time paid on-call firefighting personnel; and

WHEREAS, a plan needs to be developed now in order to be able to implement such a transition beginning in 2014.

NOW, THEREFORE, BE IT RESOLVED: That the Chief Administrative Officer, the Manager of Human Resources, and the Fire Chief are hereby directed to develop a plan for incorporating part-time paid on-call firefighters (not firefighter/paramedics) into the Sheboygan Fire Department beginning on January 1, 2014.

BE IT FURTHER RESOLVED: That said plan shall be detailed and extensive and include, but not be limited to the following:

- a) A detailed outline and timeline of the steps necessary to be accomplished in order to commence implementation of this hybrid staffing scenario by January 1, 2014;
- b) A listing and detailed explanation of any changes needed to ordinances, resolutions, agreements, policies and procedures, in order to implement such transition;
- c) A detailed cost/benefit analysis detailing the possible costs and costs savings of a partially paid on-call staff of the Sheboygan Fire Department;
- d) Recommendations as to optimum ratio of full-time to part-time paid on-call staffing;
- e) Proposed job descriptions, compensation plans and detailed recruitment plan for part-time paid on-call firefighters; and
- f) Any other information or details deemed important by the drafters of the plan.

*Strategic
Fire*

BE IT FURTHER RESOLVED: That said plan be submitted to the Common Council no later than March 4, 2013, for referral to the Public Protection and Safety Committee and the Committee of the Whole for consideration and recommendation back to the Common Council by April 1, 2013.

James A. Bohren

[Signature]

Wm T. Worgeme

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

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

VIII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. January 21, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 203-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #6744 be denied based upon his failure to accurately reveal all relevant convictions on his Beverage Operator's License application, his record of violations related to the licensed activity, and his failure to cooperate with the committee.

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

VIII

R. C. No. _____ - 12 - 13. By WHOLE. January 21, 2013.

Your Committee to whom was referred a copy of Res. No. 121-12-13 by Alderperson Dekker authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement; recommends that 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

4.4

Res. No. 121 - 12 - 13. By Alderperson Hammond, January 7, 2013.

Dekker

A RESOLUTION authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Combined Dispatch Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, a copy of which is attached hereto and incorporated herein.

[Handwritten signature]

*Financial +
COW*

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

Attachment to 4.4

COMBINED DISPATCH INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** City and County have heretofore maintained and operated independent emergency communications dispatch centers with 911 public service answering points for public safety needs, located at the Sheboygan Police Department and the Sheboygan County Law Enforcement Center, respectively. This Agreement is intended to effectuate the transfer of dispatch services currently operated by the City to the County, such that the County will then maintain and operate dispatch services for the City, as well as for all other local units of government within Sheboygan County. This will enhance dispatch service throughout the County, increase the efficiency and effectiveness of the provision of emergency dispatch service throughout Sheboygan County and better integrate the CAD/RMS software system that City and County are using.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. This Agreement shall remain in full force and effect until such time as City emergency dispatch responsibilities have been fully integrated by the County into the County-wide dispatch center and City has made its financial contribution to County pursuant to Paragraph 7.A herein.

C. Termination. During the term, this Agreement may not be terminated by either party except for cause. Cause shall mean a material default by one party which default is not cured within ninety (90) days after defaulting party's receipt of written notice of such default by the other party. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within ninety (90) days, the cure period shall be extended as reasonably necessary but not more than ninety (90) additional days.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

5. **SERVICES TO BE PROVIDED BY COUNTY.** County shall undertake such steps as are necessary to establish one integrated fire, police, and Emergency Medical Services (EMS) dispatch center to provide services to all units of government in Sheboygan County with a projected completion date by December 31, 2015. County shall engage an architect to design a dispatch center at the Sheboygan County Law Enforcement Center (LEC) suitable to support a fully-integrated system. County shall construct the dispatch center and purchase necessary equipment for the dispatch center. County shall identify and train up to four (4) supervisors. County shall merge City and County policies and protocols into a single comprehensive County-wide policy. County agrees that during the term of this Agreement it will give primary consideration in the hiring of its new employees for dispatch

operations from the pool of currently employed and qualified City dispatch personnel, so long as such personnel are willing to accept such positions.

6. SERVICES TO BE PROVIDED BY CITY. City shall cooperate with County in transitioning its system into the single integrated County system described in Paragraph 5, above.

City shall provide, at its police station or at such other location as the parties may agree, adequate space to house a back-up dispatch system that will be geographically separate from the dispatch center at the LEC. This requirement shall survive the expiration of this Agreement.

7. ALLOCATION OF COSTS.

A. Initial Costs. The estimated costs for the remodeling of the LEC and the purchase of associated equipment is Two Million Five Hundred Thousand Dollars (\$2,500,000.00). City shall pay to County, as the City's sole capital costs contribution under this Agreement, the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the later of March 31, 2015, or three (3) months after the date upon which County certifies to City that County has fully assumed dispatch responsibilities within the City. City shall obtain its contribution by whatever manner it deems appropriate.

B. Annual Ongoing Operational and Maintenance Costs. The annual ongoing operational and maintenance costs for the County's integrated County-wide dispatch center are estimated (in 2012 dollars) to be as follows:

1.	Dispatch salaries (24)	\$1,649,989.00
2.	Center Manager (1)	99,028.00
3.	Center Supervisors (4)	311,612.00
4.	Maintenance costs	+ 90,000.00
5.	Total	\$2,150,629.00

Upon becoming fully operational, all ongoing costs will be borne by County. County shall be fully responsible for the ongoing costs regardless of whether the costs end up being more or less than estimated. Until the services are fully integrated, each party will bear its own independent ongoing operational costs.

C. Additional Service Costs. Both parties may enter into additional agreements for other services which are not part of this Agreement. Each party shall individually be responsible for the costs associated with such additional agreements.

D. Tax Levy Rate and Tax Levy Limit Cooperation. Inasmuch as County is adding responsibilities for providing dispatch services transferred to it from City, City will cooperate as reasonably necessary with County in presenting to the Wisconsin Department of Revenue a formula to adjust County levy rate and tax levy limits as provided in Wis. Stat. §§ 59.605(3)(c) and 66.6602(3).

E. Other Revenue Transfer. To the extent that City is receiving hard-line 911 or other funding exclusively as a consequence of operating an emergency communications dispatch system, City shall cooperate in transferring such funding to County as County assumes the emergency communications dispatch functions from City.

F. Existing Equipment. City shall tender to County any City dispatch equipment that County and City mutually agree should be integrated into the County-wide dispatch system for use in the back-up system referred to in Paragraphs 6 and 7.H.

G. License and Subscription Fees. If the parties incur periodic subscription or license fees attributable to the Intergovernmental Agreement for CAD/CAM Spillman software, such fees shall continue to be borne pursuant to that Agreement.

H. Miscellaneous Expenses Related to Back-up. To the extent that there are heating, electrical, or similar costs associated with housing the back-up system provided in Paragraph 6, above, such costs shall be borne by City. All other costs of equipping, maintaining, manning and operating the back-up dispatch center will be borne by the County. This requirement shall survive the expiration of this Agreement.

8. ADMINISTRATION. County may at its discretion add or reduce the staffing level identified in Paragraph 7.B, above, as long as it believes that the level of services will be maintained. City and County shall establish a Combined Dispatch Communication Center Advisory Committee to be appointed by the Chief Administrative Officer and Chief of Police, as City representatives, and the County Administrator and Sheriff, as County representatives, to oversee the transition to the combined dispatch system and to provide guidance in the ongoing operations of the system. The Sheboygan County Board Law Committee shall serve as the liaison committee to the Advisory Committee, and the Sheboygan County Sheriff shall provide clerical services to the Advisory Committee.

9. SECURITY. County shall be responsible to assure that appropriate security protocols are developed and followed to protect the system from unauthorized access, data backup to protect from catastrophic loss, etc. The parties shall be responsible for strict compliance with these protocols.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. City and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the State Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from any cause beyond such party's reasonable control, including, by way of illustration but no limitation, mechanical, electronic, or communications failure or degradation including line noise interference.

12. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense, including attorneys' fees imposed



R. C. No. _____ - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred Res. No. 121-12-13 by Alderperson Dekker authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement; recommends sending this to Council with no recommendations.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

4.4

Res. No. 121 - 12 - 13. By Alderperson Dekker , January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Combined Dispatch Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, a copy of which is attached hereto and incorporated herein.



*Financial +
COW*

*to Council w/ no
recommendations*

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

Attachment to 4.4

COMBINED DISPATCH INTERGOVERNMENTAL COOPERATIVE AGREEMENT

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3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Term.** This Agreement shall remain in full force and effect until such time as City emergency dispatch responsibilities have been fully integrated by the County into the County-wide dispatch center and City has made its financial contribution to County pursuant to Paragraph 7.A herein.

C. **Termination.** During the term, this Agreement may not be terminated by either party except for cause. Cause shall mean a material default by one party which default is not cured within ninety (90) days after defaulting party's receipt of written notice of such default by the other party. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within ninety (90) days, the cure period shall be extended as reasonably necessary but not more than ninety (90) additional days.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

5. **SERVICES TO BE PROVIDED BY COUNTY.** County shall undertake such steps as are necessary to establish one integrated fire, police, and Emergency Medical Services (EMS) dispatch center to provide services to all units of government in Sheboygan County with a projected completion date by December 31, 2015. County shall engage an architect to design a dispatch center at the Sheboygan County Law Enforcement Center (LEC) suitable to support a fully-integrated system. County shall construct the dispatch center and purchase necessary equipment for the dispatch center. County shall identify and train up to four (4) supervisors. County shall merge City and County policies and protocols into a single comprehensive County-wide policy. County agrees that during the term of this Agreement it will give primary consideration in the hiring of its new employees for dispatch

operations from the pool of currently employed and qualified City dispatch personnel, so long as such personnel are willing to accept such positions.

6. SERVICES TO BE PROVIDED BY CITY. City shall cooperate with County in transitioning its system into the single integrated County system described in Paragraph 5, above.

City shall provide, at its police station or at such other location as the parties may agree, adequate space to house a back-up dispatch system that will be geographically separate from the dispatch center at the LEC. This requirement shall survive the expiration of this Agreement.

7. ALLOCATION OF COSTS.

A. Initial Costs. The estimated costs for the remodeling of the LEC and the purchase of associated equipment is Two Million Five Hundred Thousand Dollars (\$2,500,000.00). City shall pay to County, as the City's sole capital costs contribution under this Agreement, the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the later of March 31, 2015, or three (3) months after the date upon which County certifies to City that County has fully assumed dispatch responsibilities within the City. City shall obtain its contribution by whatever manner it deems appropriate.

B. Annual Ongoing Operational and Maintenance Costs. The annual ongoing operational and maintenance costs for the County's integrated County-wide dispatch center are estimated (in 2012 dollars) to be as follows:

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2.	Center Manager (1)	99,028.00
3.	Center Supervisors (4)	311,612.00
4.	Maintenance costs	+ 90,000.00
5.	Total	\$2,150,629.00

Upon becoming fully operational, all ongoing costs will be borne by County. County shall be fully responsible for the ongoing costs regardless of whether the costs end up being more or less than estimated. Until the services are fully integrated, each party will bear its own independent ongoing operational costs.

C. Additional Service Costs. Both parties may enter into additional agreements for other services which are not part of this Agreement. Each party shall individually be responsible for the costs associated with such additional agreements.

D. Tax Levy Rate and Tax Levy Limit Cooperation. Inasmuch as County is adding responsibilities for providing dispatch services transferred to it from City, City will cooperate as reasonably necessary with County in presenting to the Wisconsin Department of Revenue a formula to adjust County levy rate and tax levy limits as provided in Wis. Stat. §§ 59.605(3)(c) and 66.6602(3).

E. Other Revenue Transfer. To the extent that City is receiving hard-line 911 or other funding exclusively as a consequence of operating an emergency communications dispatch system, City shall cooperate in transferring such funding to County as County assumes the emergency communications dispatch functions from City.

F. Existing Equipment. City shall tender to County any City dispatch equipment that County and City mutually agree should be integrated into the County-wide dispatch system for use in the back-up system referred to in Paragraphs 6 and 7.H.

G. License and Subscription Fees. If the parties incur periodic subscription or license fees attributable to the Intergovernmental Agreement for CAD/CAM Spillman software, such fees shall continue to be borne pursuant to that Agreement.

H. Miscellaneous Expenses Related to Back-up. To the extent that there are heating, electrical, or similar costs associated with housing the back-up system provided in Paragraph 6, above, such costs shall be borne by City. All other costs of equipping, maintaining, manning and operating the back-up dispatch center will be borne by the County. This requirement shall survive the expiration of this Agreement.

8. ADMINISTRATION. County may at its discretion add or reduce the staffing level identified in Paragraph 7.B, above, as long as it believes that the level of services will be maintained. City and County shall establish a Combined Dispatch Communication Center Advisory Committee to be appointed by the Chief Administrative Officer and Chief of Police, as City representatives, and the County Administrator and Sheriff, as County representatives, to oversee the transition to the combined dispatch system and to provide guidance in the ongoing operations of the system. The Sheboygan County Board Law Committee shall serve as the liaison committee to the Advisory Committee, and the Sheboygan County Sheriff shall provide clerical services to the Advisory Committee.

9. SECURITY. County shall be responsible to assure that appropriate security protocols are developed and followed to protect the system from unauthorized access, data backup to protect from catastrophic loss, etc. The parties shall be responsible for strict compliance with these protocols.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. City and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the State Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from any cause beyond such party's reasonable control, including, by way of illustration but no limitation, mechanical, electronic, or communications failure or degradation including line noise interference.

12. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense, including attorneys' fees imposed

upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

13. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

APPROVED by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: _____ Date Signed _____
Authorized Representative

By: _____ Date Signed _____
Authorized Representative

SHEBOYGAN COUNTY

By: _____ Date Signed _____
Authorized Representative

By: _____ Date Signed _____
Authorized Representative

VII

R. C. No. _____ - 12- 13. By SALARIES AND GRIEVANCES. January 21, 2013.

Your Committee met on 1/14/13 and discussed the Amended 2012 Benefits Proposal that was approved by the Common Council on Oct. 3, 2011 and recommends amending the Health Insurance Opt-out provision which currently reads: "Employee who chooses to leave the City Health Insurance Plan would receive a payment of \$1200 per year", to state as follows: "Eff. 1/1/12 and thereafter, a full-time employee who chooses to drop or waive participation in the City Health Insurance Plan shall receive a \$1200.00 per year payment, prorated on a monthly basis; a regular part-time employee who dropped coverage eff. 1/1/12, will receive a one-time payment of \$1200.00; eff. 1/1/13 and thereafter, a regular part-time employee who chooses to drop or waive participation in the City Health Insurance Plan shall receive a payment of \$600.00 per year, prorated on a monthly basis."

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. - 12 - 13 . By Alderperson Hammond, Roeseler, Carlson and Donohue. January 21, 2013.

AN ORDINANCE amending subsection 2-873 (a) of the Sheboygan Municipal Code so as to provide for a petty cash fund for Sheboygan Transit.

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

Section 1. Subsections 2-873 of the Sheboygan Municipal Code, entitled "Petty cash funds" is hereby repealed and recreated in subsection (a) (9) to read as follows:

"Sec. 2-873. Petty cash funds

(9) Sheboygan Transit \$200

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. _____ - 12 - 13. By Alderperson VanderWeele.
January 21, 2013.

AN ORDINANCE repealing and recreating Article III of Chapter 30 of the Municipal Code relating to regulation and licensing of massage technicians and massage establishments.

WHEREAS, the State of Wisconsin has preempted municipal regulation and licensing of the practice of massage therapy and bodywork therapy through the creation of Chapter 460 of the Wisconsin Statutes.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Article III entitled "Massage Parlors" of Chapter 30 of the Sheboygan Municipal Code is hereby repealed in its entirety and recreated to read as follows:

"Chapter 30 - BUSINESSES

. . .

ARTICLE III. MASSAGE ESTABLISHMENTS

DIVISION 1. GENERALLY

Sec. 30-96. Penalties for violation of article.

A violation of any of the provisions of this article shall subject the violator to a forfeiture of not less than \$50.00 and not more than \$200.00 and in default of payment thereof imprisonment for not to exceed 30 days.

Sec. 30-97. Inspection of licensed premises.

The licensed premises shall be open at all times to inspection by the police officers of the city and the building inspection division for the purpose of determining whether the premises and licensee are complying with the provisions of this article.

Sec. 30-98. Regulation of massage establishments.

- (a) *Supervision by therapist.* There shall be on the licensed premises at all times a massage therapist or bodywork therapist licensed under Chapter 460, Wis. Stats. The licensee of the establishment shall personally supervise the conduct of the

X

business thereon and shall not violate or permit any therapist or employee in his employ to violate any provision of this article. A violation of any provision of this article by an officer, employee or therapist shall constitute a violation by the licensee of the establishment.

- (b) *Alcohol beverages.* No alcohol beverages shall be sold or used on the licensed premises.
- (c) *Hours of operation.* No licensed premises shall be open for business except between 8:00 a.m. and 10:00 p.m.
- (d) *Maintenance in sanitary condition.* All licensed premises shall be maintained in a clean and sanitary condition and in compliance with all city ordinances and state laws and regulations.
- (e) *Display of certificate.* The massage establishment license shall be conspicuously displayed in the licensed establishment so that the license can easily be seen and read.

Secs. 3-99 - 3-120. Reserved.

DIVISION 2. LICENSE

Sec. 30-121. Required for operation of establishment.

No person shall operate an establishment within the city where massage therapy or bodywork therapy is provided by one person to another for compensation without a license therefor.

Sec. 30-122. Exemptions.

No massage establishment license shall be required under this article where massage therapy or bodywork therapy is engaged in in the performance of the duties of their respective professions:

- (1) Hospitals, medical clinics, surgical centers, or offices of physicians, surgeons, chiropractors, osteopaths or physical therapists licensed or registered to practice their respective professions under the laws of the state, or nurses or nurse practitioners registered under the laws of the state acting under their discretion or control;

- (2) Barbershops and beauty parlors, provided such massage therapy or bodywork therapy, as practiced, is limited to the head and scalp.

Sec. 30-123. Fees.

The annual license fee for a massage establishment shall be \$100.00. Such license shall run from January 1 to December 31.

Sec. 30-124. Application.

Application for a license under this article shall be made on a form furnished by the city clerk, which shall contain the following information:

- (1) Name and address of the proposed massage establishment and the name and address of each individual who will have or has any financial interest, direct or indirect, in the proposed establishment;
- (2) Previous employment of every such individual for the preceding three years;
- (3) Date of birth of any such person;
- (4) Whether the applicant is a natural person, corporation, limited liability company, or partnership, and:
 - a. If the applicant is a corporation, the state where incorporated and the names and addresses of all officers and directors.
 - b. If the applicant is a partnership, the names and addresses of all partners.
 - c. If the applicant is a limited liability company, the names and addresses of all members.
 - d. The name of the manager or proprietor of the business.
 - e. Any other information that the clerk may reasonably require.
- (5) A statement as to whether the applicant, including an individual, agent, officer, director, member, partner, manager or proprietor has, within the previous ten years, been convicted of any crime, statutory violation punishable by forfeiture, or

county or municipal ordinance violation. If so, the applicant must furnish information as to the time, place, and offense of all such convictions.

- (6) Whether the applicant or any other person listed in subsection (5) above has ever used or been known by a name other than the name set forth on the application, and if so, the name or names used and information concerning dates and places used.
- (7) Whether the applicant or any other person listed in subsection (5) above has previously been denied, or had revoked or suspended, a massage establishment license or similar license from any other governmental unit. If so, the applicant must furnish information as to the date, location and reason for the action.
- (8) The names and addresses of all persons proposed to be employed therein.

Sec. 30-125. Investigation of application.

The city clerk shall refer the application to the police department which shall investigate and determine whether the applicant and the establishment proposed to be licensed conform to the requirements of this article. The police department shall refer the application to the building inspection division who shall investigate the premises proposed to be licensed to determine whether the premises conform to the requirements of this article, the rules and regulations of the department of health and social services, and any other applicable laws and ordinances. The police department and the building inspection division shall report their findings and recommendations to the city clerk for consideration by the common council.

Sec. 30-126. Grant; right of hearing upon denial.

The council shall grant or deny the application no later than 60 days after submittal of a completed application. If the application for a license is denied, the applicant shall be given written notice of the reasons for denial and shall be given an opportunity to be heard thereon.

Sec. 30-127. Suspension and revocation.

The common council may suspend or revoke a massage establishment license after notice and opportunity for hearing, for fraud, misrepresentation, or false statement contained in the application for a license, for a violation of any provision of this article, or subject to Sections 111.321, 111.322 and 111.335, Wis. Stats., upon conviction of an

offense the circumstances of which substantially relate to the operation of a massage establishment.

Secs. 30-128 - 30-160. Reserved."

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

III

4.1

Res. No. 120 - 12 - 13. By Alderperson Heidemann. January 7, 2013.

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

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2013 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

lies over

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

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

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

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

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

2. That the term of this lease shall be for the period from January 1, 2013 through December 31, 2013.

3. That the total rental rate for this parcel of land for 2013 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2013.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this ____ day of _____, 2013.

LESSEE

BY: _____

David L. Gartman

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

Dated this ____ day of _____, 2013.

CITY OF SHEBOYGAN (LESSOR)

BY:

Terry Van Akkeren
Mayor

ATTEST:

Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2013.

Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No.
-12-13.

COMMON COUNCIL

Official Proceedings of the 2012 - 2013 Common Council of the City of Sheboygan.

TWENTIETH REGULAR MEETING

The Council met: Monday, January 21, 2013.

Mayor Terry Van Akkeren in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey-15.

Absent and Excused: Wangemann-1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Nineteenth Regular Meeting held January 7, 2013, was approved as entered on the record, all Alderpersons voting "Aye".

PUBLIC FORUM

Joel Wood, 2914 S. 15th St. spoke.

PROCLAMATION

National Wear Red Day presented to Eileen Dreczka from Women Heart of Sheboygan.

REPORTS OF OFFICERS

***R. O. No. 243 - 12 - 13. By CITY CLERK. January 21, 2013.**

Submitting various license applications.

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1497	D'Werdenfelser Schuhplatter	1822 Trivoli Ln for a one-day event to be held 4-20-13.
2947	Sheboygan Leadership Academy	1305 St. Clair Ave—one-day event to be held 02-09-13.

SECONDHAND JEWELRY/ARTICLE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2958	ecoATM, INC	3347 Kohler Memorial Dr.

***R. O. No. 244 - 12 - 13. By FIRE CHIEF. January 21, 2013.**

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2012, and ending December 31, 2012.

R. O. No. 245 - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

Was referred to Finance.

R. O. No. 246 - 12 - 13. By CITY CLERK. January 7, 2013.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

Was referred to Law and Licensing.

R. O. No. 247 - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from Holly Rick on behalf of Wydell Vaughn requesting a waiver from the Sex Offender Residency restrictions in order to be placed in a TLP at 930A Michigan Ave.

Was referred to Public Protection and Safety.

R. O. No. 248 - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from Kevin Ray Hartl requesting a waiver from the Sex Offender Residency restrictions in order to live at 1427 N. 10th St. (Superior Manor).

Was referred to Public Protection and Safety.

R. O. No. 249 - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Bee Her requesting a waiver from the Sex Offender Residency restrictions in order to be placed in a Transitional Living Placement (TLP) located at 1123/1125 N. 14th St. or 930A Michigan Ave., based on availability.

Was referred to Public Protection and Safety.

R. O. No. 250 - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a communication from Scott L. Steinberg requesting a waiver from the Sex Offender Residency restrictions in order to live at 712 Broughton Dr., Apt. 21.
Was referred to Public Protection and Safety.

R. O. No. 251 - 12 - 13. By BUILDING INSPECTION DEPARTMENT. January 21, 2013.

We hereby submit the report of the Building Inspection Department for the month of: DECEMBER 2012.
Was referred to Public Protection and Safety.

R. O. No. 252 - 12 - 13. By BUILDING INSPECTION DEPARTMENT. January 21, 2013.

We hereby submit the report of the Building Inspection Department for: YEAR 2012.

RESOLUTIONS INTRODUCED

***Res. No. 126 – 12 - 13. By Alderperson Heidemann. January 21, 2013.**

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.

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

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

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

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

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

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

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

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

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

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

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

Res. No. 127 - 12 - 13. By Alderperson Hammond, Roeseler, Heidemann and Van Akkeren. January 21, 2013.

A RESOLUTION approving the FY 2013 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$793,000 in entitlement Community Development Block Grant (CDBG) funds is estimated in 2013 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Strategic Fiscal Planning Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Strategic Fiscal Planning Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2013 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Strategic Fiscal Planning Committee recommends the funds be distributed as follows:

Street Improvements	\$ 432,950
NRSA No. 1 Officers	\$ 30,000
Partners for Community Development	\$ 22,500
Rebuilding Together	\$ 30,000
Sheboygan Housing Assistance Center	\$ 32,657
Sheboygan County Interfaith Organ.	\$ 5,000
Family Service Association	\$ 8,000
Hmong Association	\$ 10,000
Safe Harbor	\$ 7,700
Home, Inc.	\$ 5,000
Mental Health America	\$ 2,500

Shoreline Metro	\$ 42,493
Family Connections	\$ 2,000
Tee Box, Inc.	\$ 3,600
Program Administration	\$158,600

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2013 funds for the activities approved by the Strategic Fiscal Planning Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Strategic Fiscal Planning Committee, assurances contained therein and to provide any other information requested by HUD.

A motion by Alderperson Hammond and second by Alderperson Roeseler to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Roeseler, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey-15.

Nays: None.

Res. No. 128 - 12 - 13. By Alderpersons Hammond, Roeseler, Carlson and Donohue. January 21, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.
Lies over under the rules.

Res. No. 129 - 12 - 13. By Alderpersons Versey, Heidemann and Bohren. January 21, 2013.

A RESOLUTION that the City of Sheboygan shall not be allowed to create any new fees and or increase existing fees unless the council gives a super majority vote.
Was referred to Finance.

Res. No. 130 - 12 - 13. By Alderperson Heidemann. January 21, 2013.

A RESOLUTION authorizing advertising for bids for the 2013 Concrete Sidewalk Program.
Was referred to Public Works.

Res. No. 131 - 12 - 13. Alderperson Versey. January 21, 2013.

A RESOLUTION providing concrete, measurable guidelines to city employees, appointed by the Mayor, to reduce Energy and fuel use in City Departments in 2013 and beyond.
Was referred to Strategic Fiscal Planning.

REPORTS OF COMMITTEES

***R. C. No. 316 - 12 - 13. By FINANCE. January 21, 2013.**

Your Committee to whom was referred R. O. No. 186-11-12 by the City Clerk submitting a Summons and Complaint in the matter of American Family Mutual Insurance Co. vs. City of Sheboygan et al.; recommends that the document be placed on file.

R. C. No. 317 - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 198-12-13 by the City Clerk submitting a claim from Sarah Ehlert for alleged damages to her home when there was a water main break in front of her residence and sewage backed up into her basement; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

On motion by Alderperson Roeseler and second by Alderperson Carlson, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Carlson, Donohue, Kath, Lessard, Lewandoske, Matichek, VanderWeele-8.

Nays: Bohren, Dekker, Heidemann, Roeseler, Van Akkeren-5.

Abstain: Hammond, Versey - 2.

R. C. No. 318 - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 200-12-13 by the City Clerk submitting a claim from Harold and Patricia Strickland for alleged damages to their property when the street at the corner of S. 15th St. and Wilson Ave. caved in and backed up the sewer into the house; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

On motion by Alderperson Roeseler and second by Alderperson Carlson, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Carlson, Donohue, Kath, Lessard, Lewandoske, Matichek, VanderWeele-8.

Nays: Bohren, Dekker, Heidemann, Roeseler, Van Akkeren-5.

Abstain: Hammond, Versey – 2.

R. C. No. 319 - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 202-12-13 by the City Clerk submitting a claim from Joel and Tanya Wood for alleged damages to their property when a water main broke which sand the fire hydrant into the ground which broke the sewer line and sewage, sand and water leaked into their basement; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

On motion by Alderperson Roeseler and second by Alderperson Carlson, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Carlson, Donohue, Kath, Lessard, Lewandoske, Matichek, VanderWeele-8.

Nays: Bohren, Dekker, Heidemann, Roeseler, Van Akkeren-5.

Abstain: Hammond, Versey – 2.

R. C. No. 320 - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred R. O. No. 210-12-13 by the City Clerk submitting a claim from Cynthia Masterson for alleged damages to her property at 2914 S. 15th St. when the sewer backed up into her basement; recommends denying claim and directing the City Attorney to send a Notice of Disallowance.

On motion by Alderperson Roeseler and second by Alderperson Carlson, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Carlson, Donohue, Kath, Lessard, Lewandoske, Matichek, VanderWeele-8.

Nays: Bohren, Dekker, Heidemann, Roeseler, Van Akkeren-5.

Abstain: Hammond, Versey – 2.

***R. C. No. 321 - 12 - 13. By FINANCE. January 21, 2013.**

Your Committee to whom was referred R. O. No. 225-12-13 by the City Clerk submitting a claim from Michael J. Werner for alleged damages to the water service stop box when a Coke van swerved onto Mr. Werner's property after hitting a manhole that was missing its cover; recommends that the claim be paid in the amount of \$300.

***R. C. No. 322 - 12 - 13. By LAW AND LICENSING. January 21, 2013.**

Your Committee to whom was referred R. O. No. 203-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
9755	Bell, Sarah A.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 323 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 21, 2013.**

Your Committee to whom was referred R. O. No. 241-12-13 by the City Clerk submitting a communication from Jim Baumgart regarding safety issues in the area of 606 St. Clair Ave. making it difficult for people in the complex to be picked up especially when snow and ice are present; recommends that the document be accepted and placed on file and to approve the request.

***R. C. No. 324 - 12 - 13. By STRATEGIC FISCAL PLANNING. January 21, 2013.**

The Committee established the 2014 Budget Schedule as follows:

2014 Budget Schedule

March 18, 2013	Strategic Fiscal Planning Committee submits to the Common Council established budget goals and objectives for 2014 budget process and beyond
March, 2013	Chief Administrative Officer communicates to department heads goals and objectives for 2014 budget submittals and beyond
May, 2013	Departmental budget submittals and reviews
July 8, 2013	2014 General Fund Budget summary to Finance Committee
July 15, 2013	2014 Preliminary Budget submitted to Council
August, 2013	Standing Committees review department budgets and report Committee recommendations to the Common Council on August 19, 2013

August 26, 2013 Finance Committee review reports of Standing Committees on departmental Budgets
 September 3, 2013 Proposed budget submitted to Common Council
 September 16, 2013 Chief Administrative Officer's Report presenting Budget, Fund Balance, and G O Bonded Debt to the Common Council for Final Approval
 October 1, 2013 Publication of Notice of Public Hearing on 2014 Proposed Budget
 October 21, 2013 Public Hearing on 2014 Proposed Budget
 November 4, 2013 Council Meeting to adopt the 2014 Budget

***R. C. No. 325 - 12 - 13. By LAW AND LICENSING. January 21, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 211-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:
BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9810	Wright, Brittany K.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 326 - 12 - 13. By LAW AND LICENSING. January 21, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 226-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:
BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9827	Anderson, Fylicia M.
9824	Beninghaus, Robert J.
9830	Butcher, Brandi A.
9823	Gerbers, Stefani A.
4043	Greger, Amy L.
9836	Nytes, Valerie J.
9831	Robert, Michelle L.
9828	Rosenthal, Sarah N.
9832	Sohr, Christopher T.
9004	Stapel, Nikki D.
9834	Suemnicht, Joy L.
7784	Udovich, Ronda L.
9826	VanEngen, Tashia L.
9835	Veith, Lynn M.
9822	Wahlstrom, Joshua M.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
5170	Gilbertson, Stephen J.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 327 - 12 - 13. By LAW AND LICENSING. January 21, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:
"CLASS B" LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
2951	Bar Unique	1034 Michigan Ave
2949	Prohibition Bistro	668 South Pier Dr

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9838	Barbar, David W.
9848	Conley, Amy M.s, Robert J.
4677	Forey, Jamie L.
9846	Herren, Celia M.
9845	Patel, Akshay K.
9842	Quintero, Anna L.
9837	Shimek, Laura M.

8706 Shufflebotham, Jonathan P.
9841 Smith, Kyle, C.
9843 Turbyfill, Austin P.
2468 Wenninger, Jared A.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 328 - 12 - 13. By PUBLIC WORKS. January 21, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 232-12-13 by the Purchasing Agent submitting bids for the purchase of industrial chemicals for the Wastewater Treatment Plant from January 1, 2013 through December 31, 2013; and
2. Res. No. 116-12-13 by Alderperson Heidemann authorizing entering into contract for the purchase of Wastewater Treatment Plan Chemicals Sodium Hypochlorite & Sodium Bi-Sulfite for calendar 2013;

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

***R. C. No. 329 - 12 - 13. By FINANCE. January 21, 2013.**

Your Committee to whom was referred Res. No. 122-12-13 by Alderpersons Hammond and Heidemann authorizing the appropriate City Officials to execute the Multipurpose Trail Intergovernmental Cooperative Agreement; recommends that the Resolution be passed.

***R. C. No. 330 - 12 - 13. By PUBLIC WORKS. January 21, 2013.**

Your Committee to whom was referred a copy of Res. No. 122-12-13 by Alderpersons Hammond and Heidemann authorizing executing the Multipurpose Trail Intergovernmental Cooperative Agreement; recommends that the Resolution be passed.

***R. C. No. 331 - 12 - 13. By FINANCE. January 21, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 235-12-13 by the Purchasing Agent submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge; and
2. Res. No. 123-12-13 by Alderperson Heidemann authorizing entering into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge;

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

***R. C. No. 332 - 12 - 13. By PUBLIC WORKS. January 21, 2013.**

Your Committee to whom was referred the following:

1. A copy of R. O. No. 235-12-13 by the Purchasing Agent submitting a tabulation of proposals received for the complete replacement and upgrade of all controls for the 8th Street Bridge; and
2. A copy of Res. No. 123-12-13 by Alderperson Heidemann authorizing entering into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge;

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

***R. C. No. 333 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. January 21, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 242-12-13 by the Purchasing Agent submitting the State of WI Contract Pricing for the purchase of 5 police duty vehicles for the Sheboygan Police Department; and
2. Res. No. 124-12-13 by Alderperson Carlson authorizing entering into contract for the purchase of 5 patrol duty Police Utility Interceptor All-wheel-drive vehicles;

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

***R. C. No. 334 - 12 - 13. By PUBLIC WORKS. January 21, 2013.**

Your Committee to whom was referred Res. No. 125-12-13 by Alderperson Heidemann authorizing a two-year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Pl. for John Verhage; recommends that the Resolution be passed.

R. C. No. 335 - 12 - 13. By SALARIES AND GRIEVANCES. January 21, 2013.

Your Committee to whom was referred Res. No. 117-12-13 by Alderpersons Bohren, Heidemann, Versey and Wangemann extending the staffing level limitation now in place for sworn firefighters in the Sheboygan Fire Department for four (4) additional years; recommends that the documents be placed on file.

January 21, 2013

On motion by Alderperson Bohren and second by Alderperson Versey, the documents were re-referred to Salaries and Grievances on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey-15.

Nays: None.

R. C. No. 336 - 12 - 13. By STRATEGIC FISCAL PLANNING. January 21, 2013.

Your Committee to whom was referred Res. No. 118-12-13 directing the Chief Administrative Officer, the Manager of Human Resources, and the Fire Chief to develop a plan for incorporating paid on-call firefighters (not firefighter/paramedics) into the Sheboygan Fire Department upon the retirement of firefighters (not firefighter/paramedics) beginning on January 1, 2014, with the first hires by April 1, 2014; recommends that the Resolution be placed on file.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Carlson, Dekker, Donohue, Hammond, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele -12.

Nays: Bohren, Heidemann, Versey – 3.

R. C. No. 337 - 12 - 13. By LAW AND LICENSING. January 21, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 203-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #6744 be denied based upon his failure to accurately reveal all relevant convictions on his Beverage Operator's License application, his record of violations related to the licensed activity, and his failure to cooperate with the committee.

Was re-referred to Law and Licensing, all ayes.

R. C. No. 338 - 12 - 13. By WHOLE. January 21, 2013.

Your Committee to whom was referred a copy of Res. No. 121-12-13 by Alderperson Dekker authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement; recommends that the Resolution be passed.

Was accepted and adopted.

R. C. No. 339 - 12 - 13. By FINANCE. January 21, 2013.

Your Committee to whom was referred Res. No. 121-12-13 by Alderperson Dekker authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement; recommends sending this to Council with no recommendations.

On motion by Alderperson Bohren and second by Alderperson Hammond to file documents as Council has already passed them previously (see above) on the Report of Committee from Committee of the Whole, all Alderpersons present voting "Aye."

R. C. No. 340 - 12 - 13. By SALARIES AND GRIEVANCES. January 21, 2013.

Your Committee met on 1/14/13 and discussed the Amended 2012 Benefits Proposal that was approved by the Common Council on Oct. 3, 2011 and recommends amending the Health Insurance Opt-out provision which currently reads: "Employee who chooses to leave the City Health Insurance Plan would receive a payment of \$1200 per year", to state as follows: "Eff. 1/1/12 and thereafter, a full-time employee who chooses to drop or waive participation in the City Health Insurance Plan shall receive a \$1200.00 per year payment, prorated on a monthly basis; a regular part-time employee who dropped coverage eff. 1/1/12, will receive a one-time payment of \$1200.00; eff. 1/1/13 and thereafter, a regular part-time employee who chooses to drop or waive participation in the City Health Insurance Plan shall receive a payment of \$600.00 per year, prorated on a monthly basis."

On motion by Alderperson Roeseler and second by Alderperson Kath, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey-15.

Nays: None.

RESOLUTIONS ON SECOND READING

***Res. No. 116 - 12 - 13. By Alderperson Heidemann. December 17, 2012.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Wastewater Treatment Plant Chemicals Sodium Hypochlorite & Sodium Bi-Sulfite for Calendar 2013.

January 21, 2013

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with KA Steel Chemicals for the purchase of approximately 60,000 gallons of Sodium Hypochlorite in 2013, and with PVS Chemicals for the purchase of approximately 30,000 Gallons of Sodium Bi-sulfite in 2013 all in accordance with City of Sheboygan Bid No. 1687-12

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Wastewater System Fund Account Number 60138300-530410 in payment of same.

***Res. No. 122 - 12 - 13. By Alderpersons Hammond and Heidemann. January 7, 2013.**

A RESOLUTION authorizing the appropriate City officials to execute the Multipurpose Trail Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Multipurpose Trail Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, in form substantially similar to the attached.

***Res. No. 123 - 12 - 13. By Alderperson Heidemann. January 7, 2013.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete upgrade and replacement of the bridge control systems for the 8th Street Bridge.

WHEREAS: The control systems for the 8th Street bridge were originally installed in 1995 and have become obsolete, unreliable and can no longer be repaired and;

WHEREAS: The proper, dependable operation of the 8th Street Drawbridge is not only crucial to both vehicle and marine traffic but is also required by the Federal Government as it bridges a Federally controlled waterway and sets the stage for future up-river development following the recent dredging and;

WHEREAS: The City solicited proposals for the complete replacement of the controls from two vendors engaged in bridge control system upgrades.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Pieper Electric, Inc. for the provision and replacement of all necessary control hardware and software to assure the City of dependable long term continued operation of the 8th Street Bridge, at a base cost of \$284,803.00.

BE IT FURTHER RESOLVED: The Department of Public Works is recommending that the City authorize two voluntary options included in the Pieper proposal, the replacement and rebuilding of a rusted cabinet control cabinet (\$23,782.00), and a replacement of the resolver interface (\$3645.00). The total cost with desired alternates is then \$312,230.00

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds on account 47233170-631100 in payment for the work.

***Res. No. 124 - 12 - 13. By Alderperson Van Akkeren. January 7, 2013.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department patrol duty Police Utility Interceptor All-wheel-drive vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford for the purchase of Five (5) 2013 Ford Utility Interceptors at a cost of \$141,782.50 under the State of Wisconsin Contract.

BE IT FURTHER RESOLVED: That the City of Sheboygan is not required to submit these vehicles to public bid under the exemptions provided when accessing a governmental contract, and as such waives the requirement for public bidding

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 201140-641199 and in payment of same.

***Res. No. 125 - 12 - 13. By Alderperson Heidemann. January 7, 2013.**

A RESOLUTION authorizing a two (2) year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Place for John Verhage.

RESOLVED: That the Common Council authorize a two (2) year extension from hooking up to the mini-storm sewer adjacent to property located at 3814 S. 17th Place for John Verhage.

Res. No. 121 - 12 - 13. By Alderperson Dekker. January 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Combined Dispatch Intergovernmental Cooperative Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Combined Dispatch Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County, a copy of which is attached hereto and incorporated herein.

On motion by Alderperson Bohren and second by Alderperson Hammond, the Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey-12.

Nays: None

Abstain: Donohue, Roeseler, Van Akkeren – 3.

ORDINANCES INTRODUCED

Gen. Ord. No. 46 - 12 - 13. By Alderperson Hammond, Roeseler, Carlson and Donohue. January 21, 2013.

AN ORDINANCE amending subsection 2-873 (a) of the Sheboygan Municipal Code so as to provide for a petty cash fund for Sheboygan Transit.

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

Section 1. Subsections 2-873 of the Sheboygan Municipal Code, entitled "Petty cash funds" is hereby repealed and recreated in subsection (a) (9) to read as follows:

"Sec. 2-873. Petty cash funds

(9) Sheboygan Transit \$200

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.

A motion by Alderperson Hammond and second by Alderperson Matichek to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Matichek, the foregoing Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey-15.

Nays: None.

Gen. Ord. No. 47 - 12 - 13. By Alderperson VanderWeele. January 21, 2013.

AN ORDINANCE repealing and recreating Article III of Chapter 30 of the Municipal Code relating to regulation and licensing of massage technicians and massage establishments.

Was referred to Law and Licensing.

MATTERS LAID OVER

Res. No. 120 – 12 – 13. By Alderperson Heidemann. January 7, 2013.

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

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2013 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wisconsin.

On motion by Alderperson Heidemann and second by Alderperson Van Akkeren, the Resolution was passed, all Alderpersons present voting "Aye."

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, all Alderpersons present voting "Aye".

Mayor

City Clerk