

*****ATTACHMENTS*****

December 17, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Peter Fetterer to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Jonathan Dolson whose term expires 4/22/13.

A handwritten signature in black ink that reads "Terry Van Akkeren". The signature is written in a cursive style with a horizontal line underneath it.

Mayor Terry Van Akkeren

Faint, illegible text, possibly bleed-through from the reverse side of the page.

Handwritten signatures and names, including "John Doe" and "Jane Smith".

I

Hearing No. - 12 - 13. December 17, 2012.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class NR Neighborhood Residential to NC Neighborhood Commercial Classification:

Property located at 1020 Superior Ave. more particularly described as:

Being the west 2' of Lot 3 and the east 28' of Lot 4, Blk. 11 of the Original Plat of the City of Sheboygan, being located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, T15N, R23E in the City of Sheboygan, Sheboygan County, Wisconsin

All interested persons will now be heard.

II

Publish - November 30 and December 7, 2012.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., December 17, 2012, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class NR Neighborhood Residential to NC Neighborhood Commercial Classification:

Property located at 1020 Superior Ave. more particularly described as:

Being the west 2' of Lot 3 and the east 28' of Lot 4, Blk. 11 of the Original Plat of the City of Sheboygan, being located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, T15N, R23E in the City of Sheboygan, Sheboygan County, Wisconsin

SUSAN RICHARDS
City Clerk

III

3.4

Res. No. 93 - 12 - 13. By Alderpersons Carlson, Versey, Matichek and Donohue. November 5, 2012.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1020 Superior Ave.

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

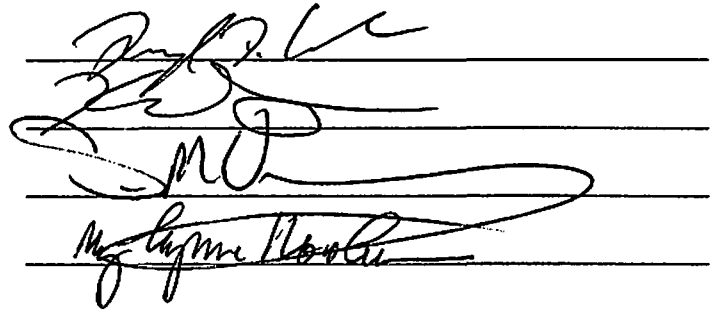
NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., December 3, 2012, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class NR Neighborhood to Class NC Classification:

Property located at 1020 Superior Ave. more particularly described as:

Being the west 2' of Lot 3 and the east 28' of Lot 4, Blk. 11 of the Original Plat of the City of Sheboygan, being located in the NW ¼ of the NW ¼ of Section 23, T15N, R23E in the City of Sheboygan, Sheboygan County, Wisconsin

*Hammond/Carlson
Res pass.*



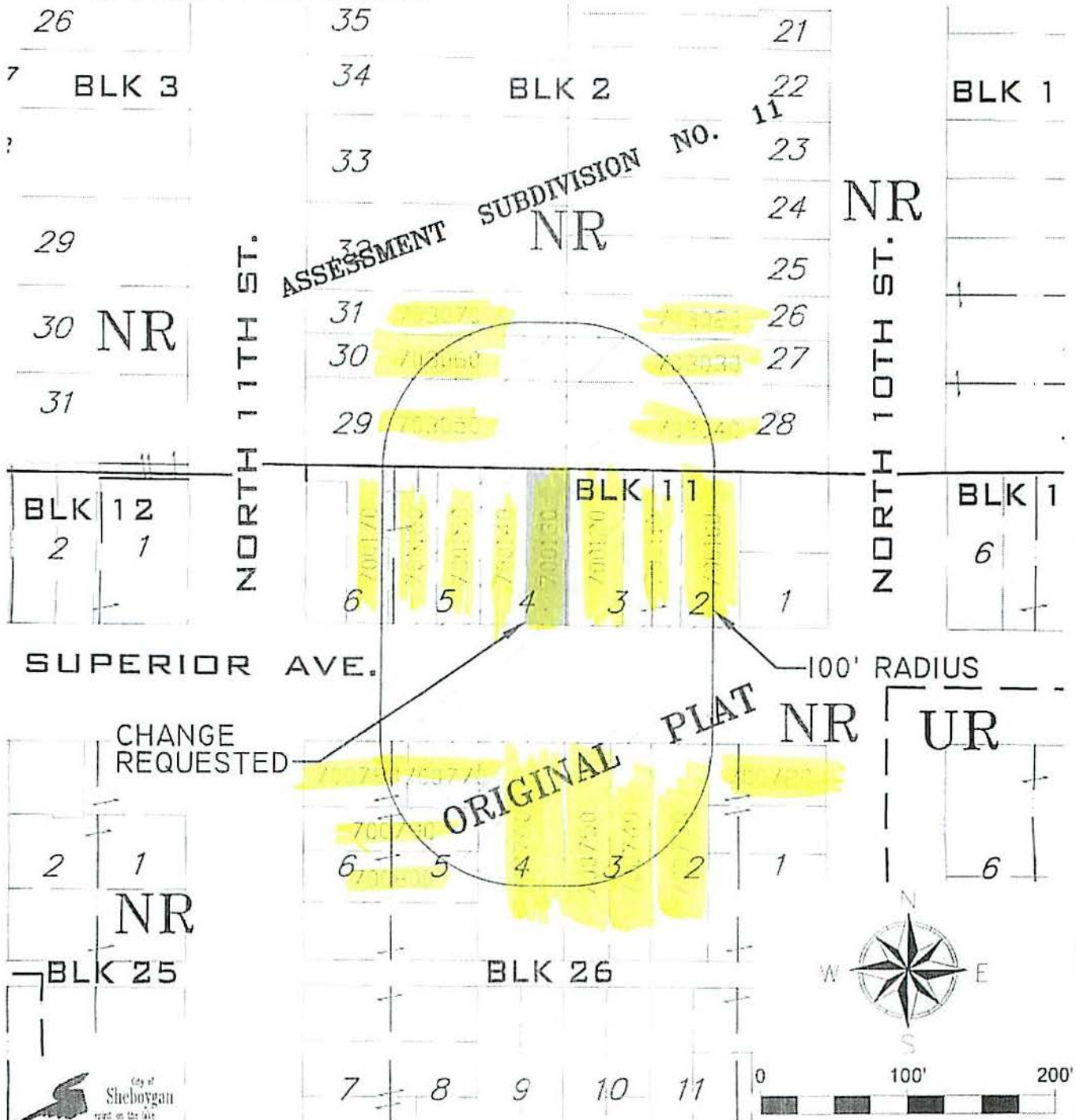
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 5th day of November, 20 12.

Dated November 8 20 12. Susan Richards, City Clerk
Approved November 8 20 12. Terry Van Alphen, Mayor

Proceedings Published November 16, 2012.
Resolutions Published November 16, 2012.
Certified November 13, 2012 to - Alliant; Dir. Of City Dev.

PROPOSED ZONING CHANGE FROM NR TO NC SECTION 23, T. 15 N., R. 23 E.

BEING THE WEST 2' OF LOT 3 AND THE EAST 28' OF LOT 4, BLOCK 11 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN SHEBOYGAN COUNTY WISCONSIN.



December 7, 2012

Dear Property Owner:

This is to advise you that pursuant to Res. No. 93-11-12 passed on November 5, 2012, by the Common Council of the City of Sheboygan, I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 7:00 P.M., December 17, 2012, in the Council Chambers of the City Hall. The purpose of the amendment is to change the zoning classification the Use District Classification of the following described property from Class NR Neighborhood Residential to NC Neighborhood Commercial Classification:

Property located at 1020 Superior Ave. more particularly described as:

Being the west 2' of Lot 3 and the east 28' of Lot 4, Blk. 11 of the Original Plat of the City of Sheboygan, being located in the NW ¼ of the NW ¼ of Section 23, T15N, R23E in the City of Sheboygan, Sheboygan County, Wisconsin

If you have questions, please direct your inquiries to the Department of City Development at 459-3377.

Yours very truly,

SUSAN RICHARDS
City Clerk

①

DIAZ, SALVADOR
& LOURDES S.
1421 N. 11TH ST.
SHEBOYGAN WI 53081-3335

FIRESIDE HOMES LLC
W5971 PHEASANT LN
PLYMOUTH WI 53073-3353

ESPINOZA, JOSE G
711 N. 37TH ST.
SHEBOYGAN WI 53081-3639

JEPSEN, WILLARD M
327 SUPERIOR AVE
SHEBOYGAN WI 53081-2851

UOF HABITATS LLC
11603 SY LAKE LN
KIEL WI 53042-4353

WALKER, NANCIE L
4106 N. 31ST ST.
SHEBOYGAN WI 53083-2019

SAYADYAN, VAHAGN
1022 SUPERIOR AVE
SHEBOYGAN WI 53081-3362

MANTZ, THOMAS G
2319 N. 23RD ST.
SHEBOYGAN WI 53083-4446

VUE, SHOUA & HOUA THAO
1016 SUPERIOR AVE
SHEBOYGAN WI 53081-3362

R.C. MANNY, LLC
3822 N. 12TH ST.
SHEBOYGAN WI 53083-3011

FERMANICH, GERALDINE A.
& REINERT, DANIELLE M.
1008 SUPERIOR AVE
SHEBOYGAN WI 53081-3362

2

LOR, XAY VANG
1432 N. 10TH ST.
SHEBOYGAN WI 53081-3332

HUBREX HAVEN, LLC
N1908 HUIBREGTSE RD
OOSTBURG WI 53070-1560

DOWN HOME APTS, LLC
W2856 SAINT CHARLES RD
CHILTON WI 53014-9626

GENSKE, RAYFIELD
1015 SUPERIOR AVE
SHEBOYGAN WI 53081-3361

VERTZ, ROGER A & LOIS M
1019 SUPERIOR AVE
SHEBOYGAN WI 53081-3361

SECRETARY OF VETERANS AFFAIRS
5000 W NATIONAL AVE BLDG 6
MILWAUKEE WI 53295-0002

PEEK, HAROLD A
2509 RIDGEWAY CIR
SHEBOYGAN WI 53081-4256

KOELPIN, DALE C.
& KATHLEEN L.
1517 N. 11TH ST.
SHEBOYGAN WI 53081-2631

HAMM, DAVID M
HAMM, CRYSTAL D
1521 N. 11TH ST.
SHEBOYGAN WI 53081-2631

YANG, KOUA
1339 WINTER CT
SHEBOYGAN WI 53081-2563

WANGARD, GREGG J.
& KELLY E.
1005 LITTLE QUAIL PL
PASO ROBLES CA 93446-4732

3

HENDRICKS, GREGORY P.
& LISA A.
1522 N. 10TH ST.
SHEBOYGAN WI 53081-2616

23

II

R. O. No. _____ - 12 - 13. By BOARD OF ELECTRICAL & HEATING EXAMINERS.
December 17, 2012

Pursuant to State of Wisconsin Comm. 5 and City of Sheboygan Municipal Code, Section 26-355, the following licenses have been issued:

<u>APPLICATION #</u>	<u>NAME AND ADDRESS</u>	<u>TYPE OF LICENSE</u>
1458	John Mickol N73W28919 Bark River Rd Hartland, WI 53029	Electrical Contractor

Respectfully Submitted,

BOARD OF ELECTRICAL & HEATING EXAMINERS



Electrical/Heating Inspector

11

II

R. O. No. _____ - 12 - 13. By BOARD OF CONTRACTORS EXAMINERS.
December 17, 2012.

Attached hereto we are submitting applications for Building Contractor Licenses already GRANTED:

340	Daniel Nyhof N2013 Frontage Rd Oostburg, WI 53070	Carpenter Contractor
2378	Chris Frost 1665 Patton St. Green Bay, WI 54301	Carpenter Contractor
2381	Bobbie Jo Smith 2101 Randolph Ave New Holstein, WI 53061	Carpenter Contractor
2385	Nathan Radue 522 Lime Kiln Rd Green Bay, WI 54302	Carpenter Contractor
2386	Brad Crowley N92W15600 Megal Dr Menomonee Falls, WI 53051	Carpenter Contractor



Building/Heating Inspector

II

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

Submitting a copy of the updated ByLaws of the Sheboygan Harbor Centre Business Improvement District specifically changing the term of Board members to a calendar year.



City Clerk

11

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Bylaws of
Sheboygan Harbor Centre Business Improvement District
December 13, 2012

Article 1: Name and Office

The name of the business improvement district shall be Sheboygan Harbor Centre Business Improvement District. The office of the District shall be at 621 South 8th Street, Sheboygan, WI 53081 Hereafter, the Board of the District may determine another location. As used herein, "District" shall refer to the organization of members defined below and shall include the property located within the physical boundaries of the business improvement district as defined as the Harbor Centre Business Improvement District Operating Plan, "Plan", as amended from time to time.

Article 2: Purpose and Powers

It shall be the purpose of the District to perform all acts authorized by statute for a business improvement district, including but not limited to redeveloping, developing, managing and promoting the District as authorized by Wisconsin State statute. The District shall work to retain existing business uses and attract new businesses and other uses to the District and to otherwise implement the Plan. The District board shall have all powers necessary or convenient to implement the Plan, including the power to contract.

Article 3: Members

Owners of real estate and tenants in the real estate included in the District, upon who assessments are levied by the City of Sheboygan acting in association with the District, for the purpose of funding the District's operating and program costs, shall be identified as "Members" of the District although they are not members of the Board of the District. Membership terminates when a Member ceases to have an interest in real estate in the District, whether as an owner of real estate or tenant. All members shall have the right to vote on any issue that is placed before the members by the Board of Directors of the Harbor Centre BID.

Article 4: Meetings

Section 1. An annual meeting of the membership shall be held in each calendar year at such time and place as may be determined by the Board of Directors for the purpose of transacting such business as may be properly brought before the meeting.

Section 2. Special meetings of the membership shall be held at any time and place as may be designated in the notice of said meeting, upon call of the chairman or the Board of Directors either at their own request or upon written petition by at least 10 members.

Section 3. Written and electronic notice of every meeting of the membership, stating the place, date, and hour of the meeting, shall be given either personally or by written mail and e-mail to each member not less than 15 or more than 30 days before the date of the meeting. If mailed, such notice shall be deemed delivered when deposited in a U.S. Postal Service depository with postage thereon prepaid, addressed to the members at their addresses as they appear on the membership roster. Attendance of a member at the membership meeting shall constitute a waiver of notice of such meeting, or manner in which it has been called or convened, except when a member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection to the transaction of any business. Other interested parties shall be given such notice of meetings as the Board of Directors shall deem appropriate.

Section 4. Ten (10%) percent of the members present in person shall constitute a quorum for the transaction of business at all meetings of the members. If a quorum is not present at any meeting of the membership, a majority of the members entitled to vote thereat, present in person may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each member.

Section 5. When a quorum is present at the meeting, the vote of a majority of the members present in person shall decide any questions brought before such meetings, unless these Bylaws require a different vote, in which case such express provisions shall govern and control the decision.

Section 6. Roberts Rules of Order shall govern the parliamentary procedures at all meetings when not in order of conflict with these Bylaws. The order of business may be altered or suspended at any meetings by a majority of the members present.

Article 5: District Board

Number and Designation: The affairs of the District shall be managed by the District Board, as identified in the Plan. The existing Board, shall nominate a candidate(s) to fill each vacancy in the Board to the Mayor. The Board shall consist of 11 members appointed for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; five property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Term of Board Members: Appointment to the Board shall be for a period of two years. Each Board member's term shall expire on December 31. Each director shall hold office for such director's term and until his or her successor shall have been appointed or until his or her prior death, resignation, or removal.

The board of directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute or deliver any instrument in the corporation's name and on its behalf. The authorization may be general or confined to specific instruments. When an instrument is so executed, no other party to the instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers, or agent or agents.

Board Meetings: At all meetings of the Board, a majority of the voting members thereof shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Board, the Directors present may adjourn the meeting from time to time, until a quorum shall be present. All Board members are expected to actively participate in the meetings and to notify the Chairperson or designee if unable to attend. Missing three consecutive regularly scheduled meetings without prior notification shall be grounds for removal from the board. All votes of the Board shall be by simple majority of Board members present at a meeting. Roberts Rules of Order shall govern the parliamentary procedures at all meetings of the Board.

Resignation, Removal, and Vacancy: A Board member may resign by submitting a written resignation letter with the Secretary. Any Board member may be removed by an affirmative vote of 60% of the total Board whenever, in its judgement, the best interests of the District would be served thereby, after notice and opportunity for a hearing are afforded the Board member in question. Upon a vacancy on the Board, the Board shall request the Mayor to appoint a replacement nominated by the Board.

Article 6: Officers

Officers Generally: The officers of the District shall be Chairperson, Vice Chairperson, Secretary, and Treasurer nominated and elected by the Board. The officers shall be Board members and shall be elected by the Board annually at the first regularly scheduled meeting of the Board subsequently to the appointment by the Mayor and confirmation by the Common Council of the new Board members.

The officers shall serve at the pleasure of the Board. Term of office shall be two years, but a District officer shall remain empowered until the appointment of such party's successor. An officer can serve in the same capacity as in the previous year if so appointed.

Any officer elected or appointed by the Board may be removed by an affirmative vote by 60% of the total Board whenever, in its judgement, the best interests of the District would be served thereby.

Chairperson: The Chairperson shall preside at all meetings of the Board and the Members. In general, the Chairperson shall perform all the duties incident of the office of Chairperson and such other duties that may arise from time to time as prescribed by the Board.

Vice-Chairperson: In the absence of the Chairperson or in the event of the Chairperson's inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice-Chairperson shall perform other duties as from time to time be assigned by the Chairperson or Board.

Secretary: The Secretary shall keep the permanent minutes of the meetings or oversee this function of the Board and of the Members in one or more books provided for that purpose; see that all notices are duly given in accordance with the provision of these bylaws, or as required by law; be custodian of the records; keep a register of the name and address of each Member; and, in general perform all the duties incident to the office of Secretary and such other duties as may be assigned from time to time by the Chairperson.

Treasurer: The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the District. The Treasurer shall perform all the duties incident to the office of Treasurer and such duties as from time to time may be assigned by the Chairman or the Board. The Treasurer and Chairperson shall prepare annual operating budgets showing income and anticipated expenses and they shall be presented to the Board for approval.

Article 8: Committees

There shall be such standing committees as the Board may determine. Each committee shall consist of such members appointed by the Board, and shall have as chairperson a member of the Board of Directors of the BID who shall be responsible for directing and coordinating the affairs of the committee.

Article 9: Financial

The members of the Executive Committee, District Manager, Chairperson, Vice Chair, Secretary and Treasurer are authorized on behalf of the District to open such bank accounts, checking accounts, or other accounts with a financial institution as the District Board may authorize. Any two of the above named may execute withdrawal orders in connection with any such account.

All invoices for goods supplied or services rendered to the District shall be approved for payment by the District Manager and payment will be made by procedures established by the Chairperson and Treasurer.

Article 10: Fiscal Year

The fiscal year of the District will be the calendar year.

Article 11: Non-profit and Non-partisan

The District shall be non-profit, non-partisan, and non-sectarian and shall take no part in or lend its influence, facilities, either directly or indirectly, to the nomination, election or appointment of any candidate for public office in the City, County, State or Nation.

Article 12: Amendment of Bylaws

These bylaws may be amended to the extent not in conflict with Sec. 66.1109 WI Stat. or any Plan, by an amendment adopted by a simple majority of the District Board members upon prior written or electronic notice to the Board.

Article 13: Member and Officer Liability

The District Board members and its officers shall not be liable to members of the District or owners or occupants of property within the District arising out of or related to the creation or existence of the District or the Board or for any mistake of judgement, failure to adhere to the provisions of any Plan or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. It is intended that the Board members and officers shall have no personal liability with respect to any contract made by them on behalf of the District.

Article 14: Termination of Organization

If and upon the dissolution of the Sheboygan Harbor Centre Business Improvement District, said dissolution shall be done in accordance with section 66.1109 of WI Stat.

II

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

Submitting various license applications.


City Clerk

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2008	Theater for Young Audiences	2425 S. 11 th St. - one-day event to be held 2/16/13 at Acuity Bldg. dining area.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1945	A & M Trees LLC	7230 Sauk Trail Rd.
2797	Always In Season Landscaping	81 Center, Oostburg
2056	Autumn Ridge Landscaping	1244 Heermann Ct.
2893	Camo Property Services	N4515 Van Treeck Tr., Sheb. Falls
1059	Castle Pine Land Improv.	W2626 Schneider Rd., Sheboygan Falls
1084	Courtyard Landscape Services	W2869 Wilson Lima Rd., Oostburg
2886	Creative Gardens Landscaping	721 N. Franklin St.
2435	Curb It LLC	W7500 Shady Ln, Plymouth
1843	Dauns Professional Lawns LLC	4512 White Oak Ln.
2790	Five Star Property Services	1036 Ontario Ave.
2110	Four Seasons Property Care	2029 N. 27 th Pl.
1176	Grass Cuts Lawn Service	2532 S. 14 th St.
1798	Greenscape	4837 Stonefield Rd.
1154	Harolds Landscaping & Exc.	W4740 Cty MM, Elkhart Lake
1816	JB Lawn Care	4425 Lakeshore Rd.
1173	Jerrys Lawn & Grounds Serv.	2913 S. 17 th St.
1200	Lakeside Lawn Service Inc.	N2222 Foster Rd. S, Oostburg
1202	Landmark Landscape Inc.	W3923 Cty O, Sheboygan Falls
2617	Lawn Ranger	2622 Grey Fox Ct.
1999	Professional Landscaping LLC	836 Wisconsin Ave., Oostburg
1308	Salms Tree Service	920 Dillingham Ave.
1315	Schmidts Landscaping	W3127N Cty A., Sheboygan Falls
1951	Scotty Landscape Supply	3823 Enterprise Dr.
1322	Serenity Farm Landscaping	2803 Old Park Rd.
1385	Stevie B's Landscaping	N7332 Lakeshore Rd.
2473	Stump Eliminators, LLC	726 N. 5 th St.

II

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2610 Superior Law & Garden, LLC	6510 Superior Ave., Kohler
1943 T & M Law Builders/Care LLC	N4338 Claver Ct., Sheboygan Falls
1770 TDN Utility Services	1075 Fond Du Lac Ave., Sheb. Falls
2132 Top Notch Tree & Stump Rem.	931 Beech St., Cleveland
2280 Trepanier's Law & Snow	W5975 Pheasant Ln., Plymouth
2695 Undercut Tree Removal	939 N. 29 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1001	Accent Therapeutics	3119 Main Ave.
1685	Bonelli, Robyn	1812 Superior Ave.
2258	Curative Therapies LLC	604 Erie Ave.
2441	Darling Therapies	604 Erie Ave.
2180	Donna Grady - Massage Therapy	809 N. 8 th St.
1112	Entourage Salon & Spa	726 Michigan Ave.
2871	Hands in Motion	1224 Weeden Creek Rd.
2437	Haven Hands	3144 Wilgus Ave.
2792	Integrated Health Therapies	833 Pennsylvania Ave.
2689	Integrated Massage Therapy	1014 Dillingham Ave.
2868	Intouch	314 Niagara Ave.
1205	Jomaji Salon & Spa Inc.	682 South Pier Dr.
2463	Professional Massage Therapy	1509 N. 13 th St.
1717	Sheboygan Memorial Medical	2629 N. 7 th St.

SECONDHAND JEWELRY/ARTICLE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1741	BJ's Shooters Supply & Repair	1822 N. 12 th St.
1109	Ehrmans Fine Jewelry	815 N. 8 th St.
2777	Freaktoyz	526 N. 8 th St.
1132	Gibson Girls	322 Bell Ave.
2852	Heritage Showcase LLC	1614 Indiana Ave.
1187	Kisiolek Jewelers	1103 N. 8 th St.
2297	Music Boxx LLC	1119 N. 8 th St.
1302	Rudnick Jewelers	919 N. 8 th St.
1320	Scroggins Jewelers	621 N. 8 th St.
2785	Victory Games	1310 Union Ave.

III

Res. No. _____ - 12 - 13. By Alderperson Hammond. December 17, 2012.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

III

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

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 Alderperson Hammond. December 17, 2012.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

III

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

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 Alderperson Hammond. December 17, 2012.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2012 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

III

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

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 Alderperson Hammond. December 17, 2012.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

III

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

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. December 17, 2012.

Your Committee to whom was referred R. O. No. 197-12-13 by the City Clerk submitting a claim from Lorri Stelter for alleged damages to her vehicle when a leaf truck was picking up leaves and the hose hit the back of her jeep; recommends that the document be accept and placed on file and to pay the claim in the amount of \$570.78.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.4

R. O. No. 197 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a claim from Lorri Stelter for alleged damages to her vehicle when a leaf truck was picking up leaves and the hose hit the back of her jeep.

*Finance
pay claim
in amt of \$570.⁷⁸*

Lusan Richards

City Clerk

III

1914

DATE RECEIVED

11-7-12

RECEIVED BY

SLS

CLAIM NO.

18-12

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: Lorri Stelter
2. Home address of Claimant: 3919 Mendocino Ln Apt 306
3. Home phone number: 920-627-4948
4. Business address and phone number of Claimant: —

5. When did damage or injury occur? (date, time of day) Oct 29th 2:00 p.m

6. Where did damage or injury occur? (give full description) 2005 Wilson Ave

7. How did damage or injury occur? (give full description) Leaf truck was picking up leaves and the hose hit the back of my jeep

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: Ryan

(b) Claimant's statement of the basis of such liability: truck was moving faster than he could move the hose

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

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

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

no injuries

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

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

Auto: \$ 679.14

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

Total 679.14

Damaged vehicle (if applicable)

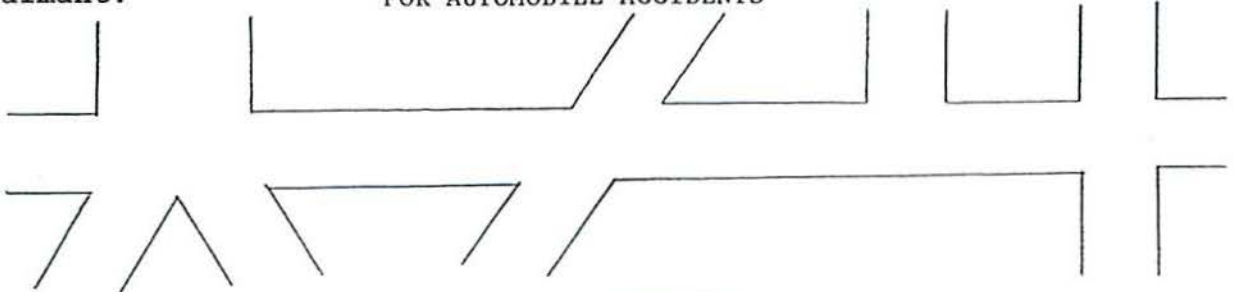
Make: Jeep Model: patriot Year: 2008 Mileage: 51,000

Names and addresses of witnesses, doctors and hospitals: _____

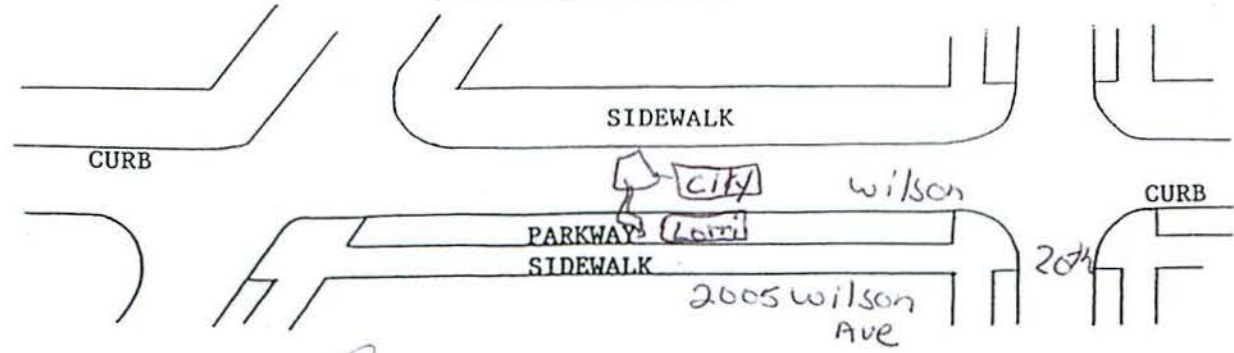
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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:

David Stelten

Date: 11-1-2012

DATE RECEIVED 11-7-12

RECEIVED BY SLS

CLAIM NO. 18-12

NOV 7 '12 PM 1:51

CLAIM

Claimant's Name:	<u>Lorri Stetter</u>	Auto	\$ <u>679.¹⁴</u>
Claimant's Address:	<u>3919 Mendocino Ln</u>	Property	\$ _____
	<u>APT 306 Sheboygan 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-627-4948</u>	Other (Specify below)	\$ _____
			<u>Total 679.¹⁴</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 \$ 679.¹⁴.

SIGNED: Lorri Stetter

DATE: 11-1-2012

ADDRESS: _____

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

*** PRELIMINARY ESTIMATE ***

11/01/2012 02:06 PM

Owner

Owner: LORRI STELTER
Address: 3919 MENDOCINO LANE
City State Zip: Sheboygan, WI 53083

Home/Day: (920)627-4948
FAX:

Control Information

Loss Date/Time:
Deductible: Unknown

Loss Type: Unknown

Inspection

Inspection Date: 11/01/2012 02:05 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Rear Corner
Driveable: Yes

Appraiser Name: TIMOTHY RICHARDSON
Address:

City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com

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

Secondary Impact:
Rental Assisted:

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

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

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

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES
PRIOR DAMAGE: FRONT WINDSHEILD

Vehicle

2008 Jeep Patriot Sport 4 DR Wagon
4cyl Gasoline 2.4
Continuously Variable Tr

Lic.Plate: 669JDT
Lic Expire:

Lic State: WI
VIN: 1J8FT28W28D783678

Prod Date:
Veh Insp# :
Condition:
Ext. Color: BRILLIANT BLACK PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: PXR

Mileage: 51,612
Mileage Type: Actual
Code: J7003B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

AM/FM CD Player	Air Conditioning	Anti-Lock Brakes
Bucket Seats	Cargo/Trunk Mat	Center Console
Dual Airbags	Head Airbags	Intermittent Wipers
Power Brakes	Power Steering	Rear Window Defroster
Rear Window Wiper/Washer	Roof/Luggage Rack	Stability Cntrl Suspensn
Styled Steel Wheels	Tachometer	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Traction Control System
Vinyl Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	I	479		Shell,Tailgate	Repair				1.0*	SM
2	L	479	13	Shell,Tailgate	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	RI	422		Handle,Tailgate Outer	R & I Assembly				INC	SM
4	RI	369		Tailgate Glass R & I	R & I Assembly				1.7	SM
5	EP	533		Lens,Taillamp LT	Replace PXN	\$102.00			0.3	SM
6	I	556		Cover,Rear Bumper	Repair				0.5*	SM
				>> LEFT SIDE BUFF OUT SCRATCH						
7	EC	M14		Corrosion Protection	Replace Economy	\$6.00*			0.3*	SM
8	L	M17		Cover Car Exterior	Refinish	\$5.00*				RF
9	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*				SM
9	Items									

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts	\$113.00	
Paint Materials	\$125.80	
Parts & Material Total		\$238.80
Tax on Parts & Material	@ 5.000%	\$11.94

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	2.3	1.5	3.8	\$205.20
Mech/Elec (ME)	\$87.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$54.00	3.7		3.7	\$199.80
Paint Materials	\$34.00				
Labor Total				7.5 Hours	\$405.00
Tax on Labor		@ 5.000%			\$20.25
Sublet Repairs					\$3.00

Tax on Sublet	@ 5.000%	\$0.15	
Gross Total			\$679.14
Less: Deductible			Unknown-
Net Total			\$679.14

Alternate Parts Y/01/01/00/00/00 CUM 01/01/00/00/00 Zip Code: 53081 Default
SPPL Yes Zip Code: 53081 Default

Audatex Estimating 6.0.843 ES 11/01/2012 02:11 PM REL 6.0.843 DT 10/01/2012 DB 10/15/2012
Copyright (C) 2011 Audatex North America, Inc.

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

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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

*** PRELIMINARY ESTIMATE ***

11/01/2012 01:02 PM

Owner

Owner: LORRI STELTER
Address: 3919 MENDOINCO LANE APT
306
City State Zip: Sheboygan, WI 53083

Work/Day: (920)627-4948
FAX:

Control Information

Loss Date/Time:
Deductible: None

Loss Type: Collision

Inspection

Inspection Date: 11/01/2012 01:02 PM
Inspection Location: VAN HORN HYUNDAI
City State Zip: Sheboygan, WI 53082
Primary Impact: Deck Lid
Driveable: Yes

Inspection Type: Drive In
Contact:
FAX:
Secondary Impact:
Rental Assisted:

Appraiser Name: MARSHA KLUSS

Appraiser License # :

Repairer

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

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

Vehicle

2008 Jeep Patriot Sport 4 DR Wagon
4cyl Gasoline 2.4
Continuously Variable Tr

Lic.Plate: 669-JDT
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BRILLIANT BLACK PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: PXR

Lic State: WI
VIN: 1J8FT28W28D783678
Mileage: 51,607
Mileage Type: Actual
Code: J7003B
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM CD Player
Bucket Seats
Dual Airbags

Air Conditioning
Cargo/Trunk Mat
Head Airbags

Anti-Lock Brakes
Center Console
Intermittent Wipers

Power Brakes	Power Steering	Rear Window Defroster
Rear Window Wiper/Washer	Roof/Luggage Rack	Stability Cntrl Suspensn
Styled Steel Wheels	Tachometer	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Traction Control System
Vinyl Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	I	479		Shell,Tailgate	Repair				0.5*	SM
2	L	479	#	Shell,Tailgate	Refinish				3.5*	RF
					2.4 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
				# = 10, 13						
3	RI	422		Handle,Tailgate Outer	R & I Assembly				0.6	SM
4	E	533		Lens,Taillamp LT	5160365AD	\$160.00			0.3	SM
4				Items						

MC Message

10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$160.00	
Paint Materials	\$119.00	
Parts & Material Total		\$279.00
Tax on Parts & Material	@ 5.000%	\$13.95

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	0.9	0.5	1.4	\$75.60
Mech/Elec (ME)	\$92.00				
Frame (FR)	\$56.00				
Refinish (RF)	\$54.00	3.5		3.5	\$189.00
Paint Materials	\$34.00				

Labor Total	4.9 Hours	\$264.60
Tax on Labor	@ 5.000%	\$13.23
Gross Total		\$570.78
Less: Deductible		None-
Net Total		\$570.78

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

Audatex Estimating 6.0.843 ES 11/01/2012 01:05 PM REL 6.0.843 DT 10/01/2012 DB 10/15/2012
 Copyright (C) 2011 Audatex North America, Inc.

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

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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VI

R. C. No. _____ - 12 - 13. By FINANCE. December 17, 2012.

Your Committee to whom was referred R. O. No. 201-12-13 by the City Clerk submitting a claim from Johnston's Bakery, Inc., for alleged damages to their property when Visu Sewer relines over the sewer connection to their property and clogged the drains; recommends that the claim be denied and to direct 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

4.8

R. O. No. 201 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a claim from Johnston's Bakery, Inc., for alleged damages to their property when Visu Sewer relined over the sewer connection to their property and clogged the drains.

Inance

Susan Richards

City Clerk

10-11

II

106

university

DATE RECEIVED 11-6-12

RECEIVED BY L Schroeder

CLAIM NO. 17-12

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: Johnston's Bakery Inc - John
2. Home address of Claimant: 1227 Superior Ave - Sheboygan
3. Home phone number: 920-458-3342
4. Business address and phone number of Claimant: 920-946-4962

5. When did damage or injury occur? (date, time of day) 10/22/12 (repaired)
6. Where did damage or injury occur? (give full description) Sewer on Sup Ave was relined by Visu Sewer - They lined over the sewer connection for our property
7. How did damage or injury occur? (give full description) ↑ Dam was called to repair clogged drain and they discovered the damage

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: Sub contractor - Visu Sewer?
 - (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

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

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

Auto: \$ _____

Property: \$ 680.25

Personal injury: \$ _____

Other: (Specify below) \$ _____

Total \$ 680.25

Damaged vehicle (if applicable)

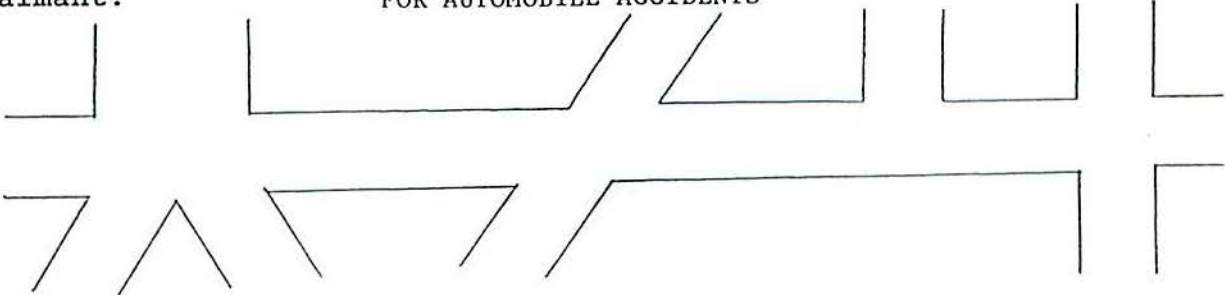
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

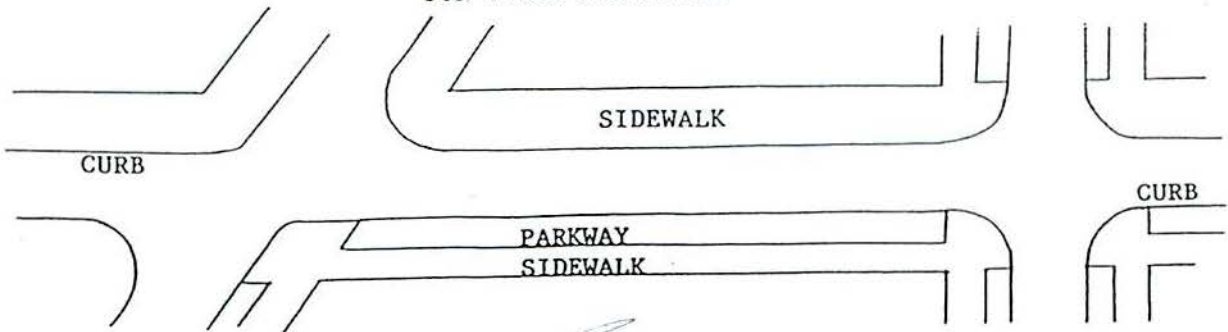
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: _____

Date: 11/6/12

DATE RECEIVED 11-6-12

RECEIVED BY L Schroeder

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Johnston's Bakery Inc</u>	Auto	\$ _____
Claimant's Address:	<u>1227 Superior Ave</u>	Property	\$ <u>680.25</u>
	<u>Sheboygan, Wis. 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-446-4962</u>	Other (Specify below)	\$ _____
		<u>Total</u>	<u>680.25</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 \$ 680.25.

SIGNED: _____

DATE: 11/5/12

ADDRESS: 1227 Superior Ave
Sheboygan - Wis 53081



1020 MICHIGAN AVENUE
SHEBOYGAN, WISCONSIN 53081
(920) 452-9666

Invoice

Invoice Number: 0112052-IN

Invoice Date: 10/22/2012

Customer Number: BUNMPR

Customer P O :

Terms:

NET UPON RECEIPT

SOLD TO: BUNMAN PROPERTIES, LLC
1227 SUPERIOR AVENUE
SHEBOYGAN, WI 53081

1223 SUPERIOR AVE 10/15 & 10/16

ITEM	ORDER	QTY	DESCRIPTION	Price	Amount
PLBSNX	EACH	1.000	TWIST PLUG	7.750	7.75
PLBSNX	EACH	1.000	SEWER CABLE	125.000	125.00
PLBSNX	EACH	1.000	MAIN LINE OPENING	110.000	110.00
PLBSNX	EACH	3.500	PLUMBING LABOR	75.000	262.50
PLBSNX	EACH	1.000	CAMERA & LOCATE 10/16	175.000	175.00

NUMEROUS ATTEMPTS TO CLEAR MAIN LINE
DISCOVERED THAT WHEN SEWER WAS RELINED
LINER WAS NOT CUT FOR MAIN CONNECTION

THANK YOU FOR CHOOSING D&M PLUMBING & HEATING AND
KBAER DESIGN CENTER - WE APPRECIATE YOUR BUSINESS!

Net Invoice:	680.25
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	680.25

KBAER DESIGN CENTER

Kitchen & Bath Studio

Visit Our Design Showroom
M - F 8:00am - 5:00pm
Sat 8:00am - 12:00pm

Inv#: 0112052-IN
Cust#: BUNMPR

VI

R. C. No. - 12 - 13 . By FINANCE. December 17, 2012.

Your Committee to whom was referred R. O. No. 139-12-13 by the City Clerk submitting a claim from Sean Hurley for alleged damages to his vehicle when he was stopped on S. 10th St. waiting to turn onto Indiana Ave. and a Police vehicle pulled up alongside and struck the tail light and quarter panel of his vehicle; 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

IV

II

5.1

R. O. No. 139 - 12 - 13. By CITY CLERK. September 17, 2012.

Submitting a claim from Sean Hurley for alleged damages to his vehicle when he was at a stop sign on S. 10th St. waiting to turn onto Indiana Ave. and a Police vehicle pulled up alongside and struck the tail light and quarter panel of his vehicle.

Inance

Susan Richards

City Clerk

13

II

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

DATE RECEIVED 8-29-12

RECEIVED BY Rlong

CLAIM NO. 11-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

USAA CLAIM 12671826-13

- 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: MR. SEAN HURLEY
- 2. Home address of Claimant: 1706 KNOLL CREST DA; SHEBOYGAN, WI 53081
- 3. Home phone number: (952) 994-1186
- 4. Business address and phone number of Claimant: ADDRESS UNKNOWN
PHONE (952) 250-3154
- 5. When did damage or injury occur? (date, time of day) MAY 25, 2012 2:20 PM
- 6. Where did damage or injury occur? (give full description) INTERSECTION OF
S 10TH ST AND INDIANA RD
- 7. How did damage or injury occur? (give full description) MR. HURLEY'S VEHICLE AT
STOP SIGN ON S 10TH WAITING TO TURN RIGHT ONTO INDIANA. SHEBOYGAN
CITY VEHICLE DRIVEN BY BRUCE FELTEN PULLED UP ALONGSIDE IV
ON DRIVER'S SIDE, STRUCK TAIL LIGHT AND QUARTER PANEL OF MR. HURLEY'S VEHICLE.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: MR. BRUCE FELTEN
 - (b) Claimant's statement of the basis of such liability: UNKNOWN - SHOULD
BE ON FILE WITH SHEBOYGAN POLICE.
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, LAURIE SUHRKE TRACI ROBINSON

21-0881-051 MAM AAN

MR. DEAN HARVEY

1400 KNOX CREST DR, SHERBOURNE, ONTARIO

(416) 220-3124

Home (416) 220-3124

MAY 22 2015 5:50 PM

INTERSECTION OF

1017 ST AND INDIANA ST

MR. HARVEY'S LICENSE AT THE TIME OF THE ACCIDENT WAS VALID AND HE WAS NOT UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. THE VEHICLE WAS DRIVEN BY MR. HARVEY AT THE TIME OF THE ACCIDENT. THE VEHICLE WAS DRIVEN BY MR. HARVEY AT THE TIME OF THE ACCIDENT.

MR. DEAN HARVEY

1400 KNOX CREST DR

BE ON FILE WITH SHERBOURNE POLICE.

M/A

M/A

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

DAMAGE TO DRIVERS SIDE REAR CORNER AND QUARTER PANEL OF
MR. HURLEY'S VEHICLE:

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

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

Auto: \$ 3500.00
Property: \$ N/A
Personal injury: \$ N/A
Other: (Specify below) \$ N/A

Damaged vehicle (if applicable)

Make: 2005 HYUNDAI Model: SONATA Year: 2005 Mileage: < 100,000

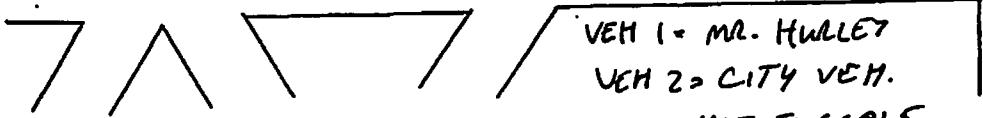
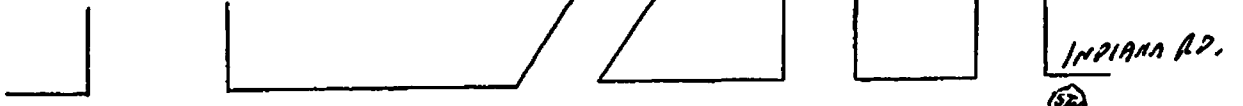
Names and addresses of witnesses, doctors and hospitals: N/A

SA 0811 25310619128821

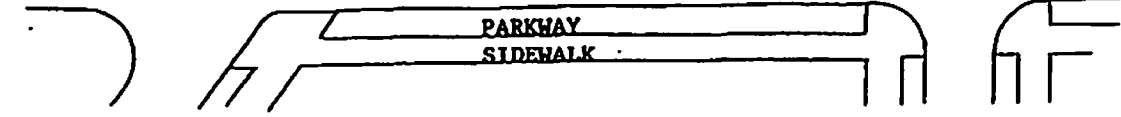
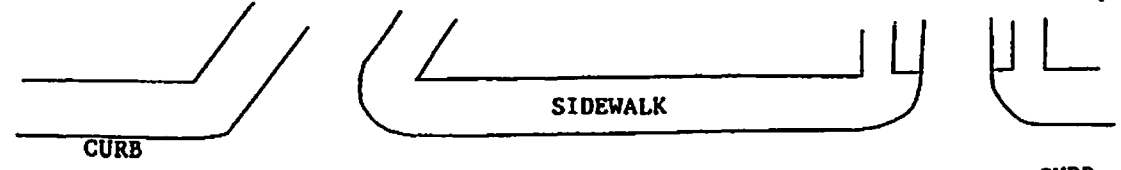
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS NOT TO SCALE



SIGNATURE OF CLAIMANT: [Signature]

Date: 8-24-2012

GEORGE PROCKETT, USAA INSURANCE

DAMAGE TO DIVISIONS SHEET (SEE SET AND DIVISIONS SHEET OF
MR. HANLEY'S VEHICLE.

N/A

\$200.00

N/A

N/A

N/A

< 100000

2002

CONTRACT

George Hanley

N/A

100000
100000
100000

VEH 1 - MR. HANLEY
VEH 2 - CITY VEH
VEH 3 - COURT

100000 - 100000

George Hanley
New Insurance

DATE RECEIVED 8-29-12

RECEIVED BY Long

CLAIM NO. 11-12

CLAIM

Claimant's Name:	<u>MR. SEAN HURLEY</u>	Auto	\$ <u>3,004.26</u>
Claimant's Address:	<u>1706 KNOW CREST PK.</u>	Property	\$ _____
	<u>SHEBOYGAN, WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>(952) 994-1186</u>	Other (Specify below)	\$ <u>500.00</u>
			<u>MR. HURLEY'S DEDUCTIBLE</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 \$ 3,504.26.

USAA082112501001998821881

SIGNED: [Signature] GEORGE POCKETT, USAA IN DATE: _____

ADDRESS: 9860 FREDERICKSBURG RD

SAN ANTONIO, TX 78288

8-29-12



9800 Fredericksburg Road
San Antonio, Texas 78288

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4495

August 24, 2012

Reference: Request for payment

Dear Sir or Madam,

We reimbursed our insured for damages sustained as a result of the loss referenced below. Our investigation shows that your insured is responsible. This is notification that we intend to recover the amount we paid.

USAA policyholder:	Sean M Hurley
Claim #:	012671826-13
Date of loss:	May 25, 2012
Loss location:	Sheybogan, Wisconsin
USAA tax ID:	74-0959140
Your policyholder:	City Of Sheboygan
Your reference #:	12671826

We ask that you not settle the claim with our insured without protecting our recovery rights. Please see the attached Payment Summary for additional details.

If you need additional assistance, please call **800-531-8722 x25292**. I, or one of my co-workers, will assist you.

Sincerely,

George D Rockett
CENTRAL
United Services Automobile Association
PO Box 33490
San Antonio, TX 78265
Phone: 800-531-8722 x25292
Fax Phone: 1-800-531-8669



01815.MZFB.JSS450000290.18.01.73

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4495

August 20, 2012

Reference: Request for Payment

Dear Sir or Madam,

We reimbursed our policyholder for damages sustained as a result of the loss from:

Reference #:	12671826-13
USAA policyholder:	Sean M Hurley
Date of loss:	May 25, 2012
Loss location:	Sheybogan, Wisconsin

Our investigation shows that you are responsible for the loss, so we are requesting reimbursement from you. See the following page for the payment summary.

If we don't hear from you by September 4, 2012, we'll refer this claim to a recovery agency or attorney. Depending on state law or regulations, this could result in:

- Cancellation of driver's license.
- Cancellation of your vehicle registration.
- Garnishment of your wages.
- Placement of a lien on your property.

To avoid the above actions, we urge you to call us at 1-800-531-8722, ext. 1-800-531-8722 ext 26252.

Sincerely,

Vanessa M Abeyta
Subrogation Department
United Services Automobile Association

*Central time
8-43pm*

*Angelica 8/28/12
she will inform the
proper party in the
subrogation dept the
claim form I sent
needs to be filled out
& returned
L Long*



Payment Summary

USAA Claim #: 12671826-13

Vehicle Damage	\$3,504.26
Total payment requested	<hr/> \$3,504.26

- Make your certified check or money order payable to: **USAA as subrogee of SEAN M HURLEY.**
- Provide claim # 12671826-13 on your check or money order.
- Send your payment to: **USAA Subrogation Dept
P.O. Box 659476
San Antonio, Texas 78265-9476**

Any payment less than the full amount that we have requested will not satisfy our claim. We will not waive our legal rights to enforce collection of the remaining unpaid amount unless we provide you a written release.

Payment Summary

USAA claim #: 012671826-13
Your reference #: 12671826

Vehicle damages	\$	3,004.26
Deductible	\$	500.00
Total payment requested	\$	3,504.26

- Make your certified check or money order payable to: **USAA as subrogee of Sean M Hurley.**
- Provide claim# 012671826-13 on your check or money order.
- Send your payment to: **USAA Subrogation Dept
P.O. Box 659476
San Antonio, Texas
78265-9476.**

Any payment less than the full amount that we have requested will not satisfy our claim. We will not waive our legal rights to enforce collection of the remaining unpaid amount unless we provide you a written release.

Payment History

Issue Date: 2012-07-25 Payment Amount: \$95.00
Check Number: 000200673 Pay to the Order Of: SCA APPRAISAL COMPANY

Allocation Coverage	Item/Party	Benefit	Reason	Amount
Collision	IV 2005 HYUNDAI SONATA BASE/SONATA GL	Vehicle	Appraisal fee	\$95.00

Payment Amount: \$95.00

Issue Date: 2012-06-06 Payment Amount: \$3,004.26
Check Number: 000518875 Pay to the Order Of: SEAN M HURLEY

Allocation Coverage	Item/Party	Benefit	Reason	Amount
Collision	IV 2005 HYUNDAI SONATA BASE/SONATA GL	Vehicle	Standard Indemnity	\$3,004.26

Payment Amount: \$3,004.26

SCA APPRAISAL COMPANY FOR U.S.A.A.

NEW YORK SERVICE CENTER - 41 LUDLAM AVE, BAYVILLE, NY 11709

LOS ANGELES SERVICE CENTER - PO BOX 1455, BURBANK, CA 91507

REQUEST A SUPPLEMENT 24 HRS A DAY 7 DAYS A WEEK AT: WWW.SCA-APPRAISAL.COM

FOR ADDITIONAL ASSISTANCE CALL 800-572-8010

*** ESTIMATE ***

06/05/2012 08:27 AM

Owner

Owner: HURLEY, SEAN M
Address: 1706 KNOLL CREST DR
City State Zip: SHEBOYGAN, WI 53081-7548
Home/Day: (952)994-1186
Work/Day: ()000-0000

Control Information

Claim # : 000000013
Member # : 012671826
Loss Date/Time: 05/25/2012 07:00 AM
Loss Type: Collision
Deductible: \$500.00
File # : 4657341
Accounting # : 001

Ins. Company: USAA

Agent: 09000/00013
Insured: MAJ SEAN M HURLEY

Claim Rep: 09000/00013

Inspection

Inspection Date: 06/04/2012 08:25 AM
Inspection Type: Field
Inspection Location: FIELD
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Rear Side
Received Date/Time: 06/05/2012 07:03 AM
Appointment Date/Time: 06/01/2012 07:00 AM
Appraiser Name: GLENN KANN
Address: 3817 W. Magnolia Blvd
City State Zip: Burbank, CA 91505

Work/Day: (800) 572-8010
Repairer
Repairer UNK AT THIS TIME
City State Zip: SHEBOYGAN, 00000

Days To Repair: 7

Remarks

NO SUPPLEMENTS WITHOUT PRIOR AUTHORIZATION, ALL SUPPLEMENTS CALL 800-856-4353
REQUIREMENT FOR SUPPLEMET REQUESTS: RECIEPTS, OLD PARTS, PHOTOS
ESTIMATE PREPARED BY GLENN KANN 586-350-4980
DR 5/31/2012 D/C6/4/2012 D.I 6/4/2012 ERT 7 DAYS
LKQ PARTS AVILBALE AT KERCHHAYN AUTO SALVAGE 800-257-2576
QRP AVAILABLE AT KEYSTONE
AGREED PRICE (Y) QRP BROCHURE PROVIDED (Y)
ESTIMATE MAILED TO OWNER.. PROD DATE 5/2005-SEAT BELTS CHECKED NO DAMAGE
2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM

Page 1 of 5

Claim # : 000000013 06/05/2012

Vehicle

2005 Hyundai Sonata GL 4 DR Sedan
4cyl Gasoline 2.4
5 Speed Manual

Lic.Plate:	54034M	Lic State:	WI
Lic Expire:		VIN:	KMHWF25S45A202903
Prod Date:		Mileage:	85,510
Veh Insp# :		Mileage Type:	Actual
Condition:		Code:	E3144A

Ext. Refinish: Two-Stage
Ext. Color: BLUE

Options

AM/FM CD Player	Air Conditioning	Alarm System
Center Console	Cruise Control	Dual Airbags
Fog Lights	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Tachometer	Tilt Steering Wheel	Tinted Glass

Work/Day: (800) 572-8010
Repairer
Repairer UNK AT THIS TIME
City State Zip: SHEBOYGAN, 00000

Days To Repair: 7

Remarks

NO SUPPLEMENTS WITHOUT PRIOR AUTHORIZATION, ALL SUPPLEMENTS CALL 800-856-4353
REQUIREMENT FOR SUPPLEMET REQUESTS: RECIEPTS, OLD PARTS, PHOTOS
ESTIMATE PREPARED BY GLENN KANN 586-350-4980
DR 5/31/2012 D/C6/4/2012 D.I 6/4/2012 ERT 7 DAYS
LKQ PARTS AVILBALE AT KERCHHAYN AUTO SALVAGE 800-257-2576
QRP AVAILABLE AT KEYSTONE
AGREED PRICE (Y) QRP BROCHURE PROVIDED (Y)
ESTIMATE MAILED TO OWNER..PROD DATE 5/2005-SEAT BELTS CHECKED NO DAMAGE
2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM
Page 1 of 5

Claim # : 000000013 06/05/2012

Vehicle

2005 Hyundai Sonata GL 4 DR Sedan
4cyl Gasoline 2.4
5 Speed Manual

Lic.Plate:	54034M	Lic State:	WI
Lic Expire:		VIN:	KMHWF25S45A202903
Prod Date:		Mileage:	85,510
Veh Insp# :		Mileage Type:	Actual
Condition:		Code:	E3144A

Ext. Refinish: Two-Stage
Ext. Color: BLUE

Options

AM/FM CD Player	Air Conditioning	Alarm System
Center Console	Cruise Control	Dual Airbags
Fog Lights	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Tachometer	Tilt Steering Wheel	Tinted Glass

Velour/Cloth Seats

Damages

Ln#	Op	GDE	Description	MFR.Part No.	Price	AJ%	B%	HRS	R
1	E	1425	Ret, Frt Bumper Cover	MULTI-PART	13.58			1.0	SM
2	BR	197	Panel, Rocker Fron	LT Blend Refinish				1.5	RF
				MC 13					
				0.6 Blend					
				0.6 Two-stage setup					
				0.3 Two-stage					
3	RI	14	Deflector, Rocker	LT R & I Assembly				0.5	SM
4	RI	193	Plate, Front Sill	LT R & I Assembly				0.2	SM
5	RI	195	Plate, Rear Sill	LT R & I Assembly				INC	SM
6	BR	289	Pnl, Rear Door Out	LT Blend Refinish				1.0	RF
				0.7 Blend					
				0.3 Two-stage					
7	RI	235	W/Strip, Belt Oute	LT R & I Assembly				0.2	SM
8	RI	427	Mldg, Rear Door G	L/F R & I Assembly				0.4	SM
9	RI	31	Mldg, Rear Door Si	LT R & I Assembly				0.3	SM
10	RI	307	Pnl, Inner Door Tr	LT R & I Assembly				INC	SM
11	RI	305	Handle, RR Door Ou	LT R & I Assembly				0.6	SM
12	RI	395	Mldg, Front Drip	LT R & I Assembly				INC	SM
13	RI	348	Mldg, Rear Drip	LT R & I Assembly				0.3	SM
14	RI	387	Mldg, Roof Side	LT R & I Assembly				0.3	SM
15	RI	369	Back Glass R & I	R & I Assembly				3.0	SM
16	EC	370	Sealant Kit, Back Gla	ALTERNATE REPL P	25.00*			INC	SM
17	EU	389	Panel, Quarter	LT RECYCLED PART	300.00*	+25.00		14.6	SM
				MC 46					
			>> KIRCHHAYN AUTO SALVAGE #P66368						
18	L	389	Panel, Quarter	LT Refinish				3.4	RF
				2.0 Surface					
				1.0 Edge					
				0.4 Two-stage					
19	L	507	Extn, Quarter Pane	LT Refinish				0.7	RF
				0.7 Surface					
20	I	397	Door, Fuel Filler	LT Repair				0.3*	SM
21	L	397	Door, Fuel Filler	LT Refinish				0.4	RF

2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM

Claim # : 000000013 06/05/2012

0.3 Surface

0.1 Two-stage

22 RI	397 Door,Fuel Filler	LT R & I Assembly			INC	SM
23 RI	34 Mast,Antenna Qtr	LT R & I Assembly			0.3	SM
24 RI	409 Pnl,Inner Qtr Tri	LT R & I Assembly			INC	SM
25 RI	413 Guard,Mud	LT R & I Assembly			INC	SM
26 RI	386 W/Strip,Deck Lid	R & I Assembly			0.5	SM
27 EU	533 Taillamp Assembly	LT RECYCLED PART	75.00*	+25.00	INC	SM

MC 46

>> KIRCHHAYN AUTO SALVAGE 800-257-2576

28 N	587 Rear Bumper Overhaul	Additional Labor			INC	SM
29 PC	584 Cover,Rear Bumper	Replace PXN Reco	208.00		0.6	SM
30 L	584 Cover,Rear Bumper	Refinish			3.1	RF

2.6 Surface

0.5 Two-stage

31 EP	500 Mldg,Rear Bumper	LT ALTERNATE REPL P	102.00		INC	SM
32 L	500 Mldg,Rear Bumper	LT Refinish			0.5	RF

0.4 Surface

0.1 Two-stage

33 EC	M03 Flex Additive	ALTERNATE REPL P	8.00*			RF
34 N	M07 Pinstripes-Tape	Additional Labor	30.00*			SM
35 N	M14 Corrosion Protection	Additional Labor			0.5*	RF
36 EC	M17 Cover Car Exterior	ALTERNATE REPL P	5.00*			RF
37 SB	M60 Hazardous Waste Remo	Sublet Repair	3.00*			SM
38 BR	LT Upper Panel	Blend Refinish			1.0*	RF*
39 N	Clean/Trim/Modif 1/4	Additional Labor			3.0*	SM*

39 Items

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

46 PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		\$13.58
Other Parts		\$753.00
Paint Materials		\$411.40
Line Item Markup		\$93.75
Parts & Material Total		\$1,271.73
Tax on Parts & Material	@ 5.000%	\$63.59

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	22.8	3.3	26.1	\$1,409.40

Claim # : 000000013 06/05/2012

0.3 Surface

0.1 Two-stage

22 RI	397 Door, Fuel Filler	LT R & I Assembly			INC	SM
23 RI	34 Mast, Antenna Qtr	LT R & I Assembly			0.3	SM
24 RI	409 Pnl, Inner Qtr Tri	LT R & I Assembly			INC	SM
25 RI	413 Guard, Mud	LT R & I Assembly			INC	SM
26 RI	386 W/Strip, Deck Lid	R & I Assembly			0.5	SM
27 EU	533 Taillamp Assembly	LT RECYCLED PART	75.00*	+25.00	INC	SM

MC 46

>> KIRCHHAYN AUTO SALVAGE 800-257-2576

28 N	587 Rear Bumper Overhaul	Additional Labor			INC	SM
29 PC	584 Cover, Rear Bumper	Replace PXN Reco	208.00		0.6	SM
30 L	584 Cover, Rear Bumper	Refinish			3.1	RF

2.6 Surface

0.5 Two-stage

31 EP	500 Mldg, Rear Bumper	LT ALTERNATE REPL P	102.00		INC	SM
32 L	500 Mldg, Rear Bumper	LT Refinish			0.5	RF

0.4 Surface

0.1 Two-stage

33 EC	M03 Flex Additive	ALTERNATE REPL P	8.00*			RF
34 N	M07 Pinstripes-Tape	Additional Labor	30.00*			SM
35 N	M14 Corrosion Protection	Additional Labor			0.5*	RF
36 EC	M17 Cover Car Exterior	ALTERNATE REPL P	5.00*			RF
37 SB	M60 Hazardous Waste Remo	Sublet Repair	3.00*			SM
38 BR	LT Upper Panel	Blend Refinish			1.0*	RF*
39 N	Clean/Trim/Modif 1/4	Additional Labor			3.0*	SM*

39 Items

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

46 PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		\$13.58
Other Parts		\$753.00
Paint Materials		\$411.40
Line Item Markup		\$93.75
Parts & Material Total		\$1,271.73
Tax on Parts & Material	@ 5.000%	\$63.59

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	22.8	3.3	26.1	\$1,409.40

Mech/Elec (ME)	\$85.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$54.00	11.6	0.5	12.1	\$653.40
Paint Materials	\$34.00				

Labor Total	38.2	Hours	\$2,062.80
Tax on Labor		@ 5.000%	\$103.14
Sublet Repairs			\$3.00
Gross Total			\$3,504.26
Less: Deductible			\$500.00-
Net Total			\$3,004.26

Alternate Parts Y/04/02/00/02/00 CUM 04/02/00/02/00 Zip Code: 29418 Geo 29418
 Audatex Estimating 6.0.626 ES 06/05/2012 10:24 AM REL 6.0.626 DT 05/01/2012
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2.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE
 REFINISH FORMULA.

THIS IS NOT AN AUTHORIZATION TO REPAIR OR AN ACCEPTANCE OF LIABILITY.

2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM

Page 3 of 5

Claim # : 000000013 06/05/2012

PLEASE PRESENT A COPY OF THIS ESTIMATE TO THE REPAIR SHOP OF YOUR CHOICE.

DISCLAIMER: "FAILING TO PRESENT THIS ESTIMATE TO THE REPAIRING GARAGE BEFORE
 REPAIR MAY RESULT IN ADDITIONAL EXPENSE TO YOU. ANY SUPPLEMENT TO THIS
 ESTIMATE MUST BE AUTHORIZED BY A USAA APPRAISER."

NOTICE: "REPAIRS TO THIS VEHICLE MAY REQUIRE SPECIFIC WELDING EQUIPMENT AS
 RECOMMENDED BY THE MANUFACTURER."

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

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = ALTERNATE REPL PART	ET = Partial Replace Labo	EP = ALTERNATE REPL PART
EU = RECYCLED PART	TE = Partial Replace Pric	PM = Replace PXN Reman/Re
UM = Replace Reman/Rebuil	L = Refinish	PC = Replace PXN Recondit
UC = Replace Reconditione	TT = Two-Tone	SB = Sublet Repair

N = Additional Labor BR = Blend Refinish I = Repair
IT = Partial Repair CG = Chipguard RI = R & I Assembly
P = Check AA = Appearance Allowance RP = Related Prior Damage

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2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM

Page 4 of 5

Claim # : 000000013 06/05/2012

Estimate Summary Page

GLENN KANN

Gross Total	\$3,504.26
Less: Deductible	\$500.00-
Net Total	\$3,004.26

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2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM

Page 5 of 5

Audatex Alternate Parts Locate Report

Vehicle

2005 Hyundai Sonata GL 4 DR Sedan

4cyl Gasoline 2.4

5 Speed Manual

N = Additional Labor BR = Blend Refinish I = Repair
IT = Partial Repair CG = Chipguard RI = R & I Assembly
P = Check AA = Appearance Allowance RP = Related Prior Damage

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2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM

Page 4 of 5

Claim # : 000000013 06/05/2012

Estimate Summary Page

GLENN KANN

Gross Total	\$3,504.26
Less: Deductible	\$500.00-
Net Total	\$3,004.26

Audatex Estimating 6.0.626 ES 06/05/2012 10:24 AM REL 6.0.626 DT 05/01/2012

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2005 Hyundai Sonata GL 4 DR Sedan 06/05/2012 10:24 AM

Page 5 of 5

Audatex Alternate Parts Locate Report

Vehicle

2005 Hyundai Sonata GL 4 DR Sedan

4cyl Gasoline 2.4

5 Speed Manual

Options

AM/FM CD Player	Air Conditioning	Alarm System
Center Console	Cruise Control	Dual Airbags
Fog Lights	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Tachometer	Tilt Steering Wheel	Tinted Glass
Velour/Cloth Seats		

Ln#	Part Description	Supplier Part Number	Sub OEM Part	Supp code	C	S
29	Cover,Rear Bumper					
		HY1100136R	866103D000 >	2		1
		HY1100136R	866103D000 >	5		1
		HY1100136R	866103D000 >	6	R	3
		HY1100135C	866103D000	4		1
31	Mldg,Rear Bumper LT					
		HY07954	866713D021 >	3	S	3
		HY1146101	866713D021	1		1
		HY1146101	866713D021	2		1
		HY1146101	866713D021	5		1

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

Key to Classification / Source Codes

CLS = Classification Code

C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER

M - REMANUFACTURED / REBUILT PART

R - RECONDITIONED PART

S - OEM SURPLUS PART

SRC = Source Code

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART

3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

Detailed Distributor List

1	PXN0119	KEYSTONE AUTO	(800) 821-6701
		4550 RIVERS AVENUE	(843) 552-4303
		NORTH CHARLESTON, SC 29406	
2	PXN0435	KEYSTONE FPPP	(800) 821-6701

	4550 RIVERS AVENUE	(843) 552-4303
	NORTH CHARLESTON, SC 29406	
3	PXN1083 KOREAN BODY PRTS OEM	(877) 889-0408
	6151 NW 72ND AVE	(305) 889-0408
	MIAMI, FL 33166	
4	PXN7397 KEYSTONE USAA	(800) 821-6701
	4550 RIVERS AVENUE	(843) 552-4303
	NORTH CHARLESTON, SC 29406	
5	PXN9370 KEYSTONE NWPP	(800) 821-6701
	4550 RIVERS AVENUE	(843) 552-4303
	NORTH CHARLESTON, SC 29406	
6	PXN9371 KEYSTONE NWPP RCND	(800) 821-6701
	4550 RIVERS AVENUE	(843) 552-4303

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Page 1 of 2

2005 Hyundai Sonata GL 4 DR Sedan

NORTH CHARLESTON, SC 29406

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Zip Code: 29418 Search Area: Geo 29418

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Page 2 of 2

	4550 RIVERS AVENUE	(843) 552-4303
	NORTH CHARLESTON, SC 29406	
3	PXN1083 KOREAN BODY PRTS OEM	(877) 889-0408
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	4550 RIVERS AVENUE	(843) 552-4303
	NORTH CHARLESTON, SC 29406	
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	4550 RIVERS AVENUE	(843) 552-4303
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Page 1 of 2

2005 Hyundai Sonata GL 4 DR Sedan

NORTH CHARLESTON, SC 29406

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Zip Code: 29418 Search Area: Geo 29418

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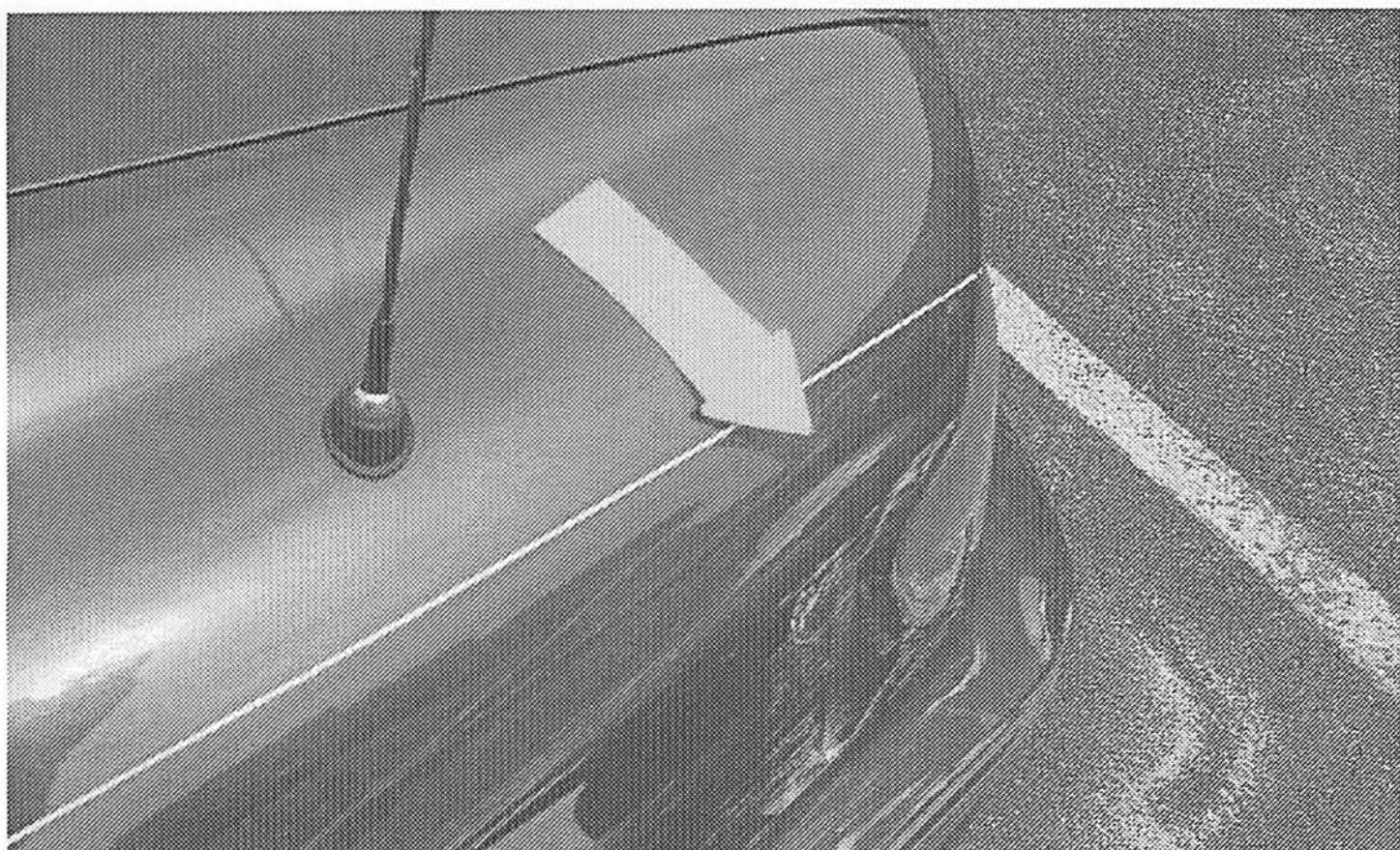
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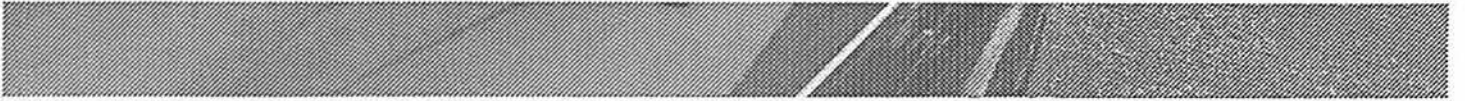
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Page 2 of 2



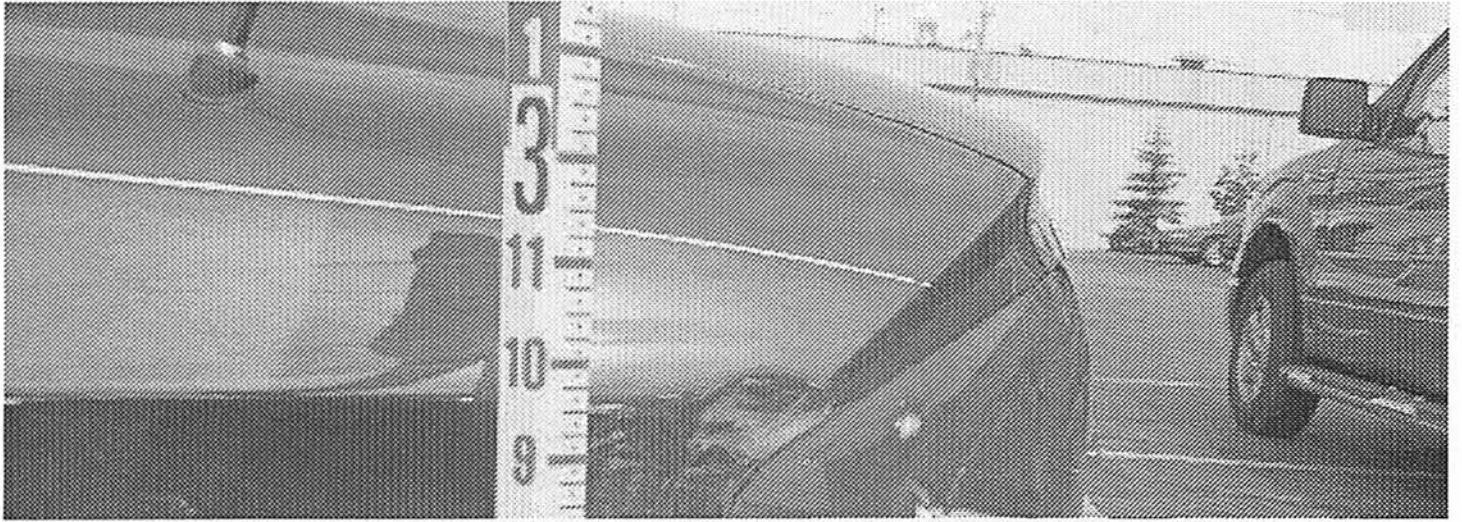


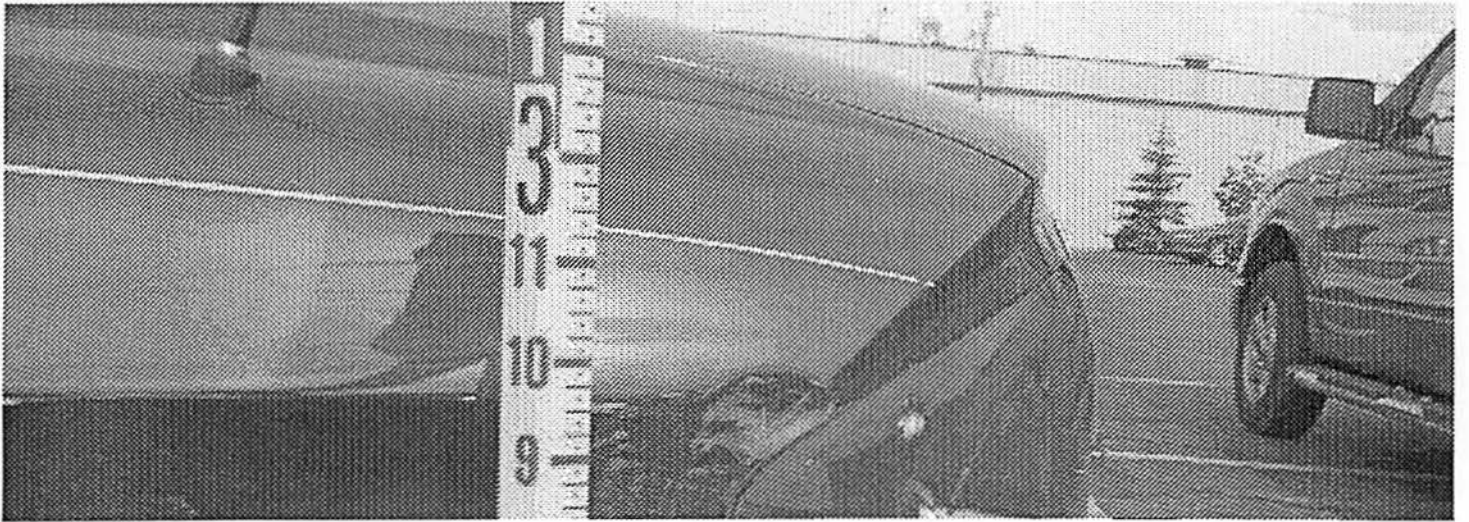












VI

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. December 17, 2012.

Your Committee to whom was referred R. O. No. 214-12-13 by the Purchasing Agent submitting for final review a DRAFT Request for Proposals (RFP) for an Operational and Departmental Structure Study of the Sheboygan Fire Department as requested by the Council in early November 2012; 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

IV

II

3.5

R. O. No. 214 - 12 - 13. By PURCHASING AGENT. December 3, 2012.

Submitting for final review a **DRAFT** Request for Proposals (RFP) for an Operational and Departmental Structure Study of the Sheboygan Fire Department as requested by the council in early November 2012.

~~PP45~~
file

Respectfully submitted,

Bernard R. Rammer

III

CITY OF SHEBOYGAN
Request for Proposals
Departmental Operational & Structural Review
Sheboygan Fire Department

Background

The City of Sheboygan is soliciting proposals from qualified firms for comprehensive operational review of the Sheboygan Fire Department. This study is part of an on-going effort to provide assurance that all City departments operate effectively and efficiently in the delivery of the services they provide. The City of Sheboygan prides itself in taking a leadership role in the delivery of services to its taxpayers in the most cost- effective manner possible, and fully recognizes the benefit associated with a periodic analysis of its many diverse departments.

The City of Sheboygan recognizes that many changes have occurred in the structure of Municipal Fire Departments over the past 25-30 years and is interested in gaining assurance that the current operational model and structure are appropriate and in the best interests of the taxpayers, while retaining the ability to continue to provide excellent Fire Protection and EMS Services to the citizens of Sheboygan.

Current Environment

The Sheboygan Fire Department is the only full-time, professional Fire Department in Sheboygan County. It serves the City of Sheboygan having a population of approximately fifty-thousand. Throughout its rich heritage, the Sheboygan Fire Department has provided its citizens with a high caliber of consistent and effective Fire Protection and related services.

Not unlike most other full-time fire companies, The Sheboygan Fire Department has seen steady growth in responses to municipal growth in both population and geographic area. Throughout its history, it has operated under what is essentially the same "model" and is worthy of a great deal of pride resulting from its overall effectiveness.

The Department currently operates a total of (5) Fire stations placed in geographic proximity to the areas of the City experiencing the highest level of growth. Since the City is a Lakeshore community, the primary growth has been either to the north, south or west of the City' historic downtown.

It is believed that the City of Sheboygan Fire Department delivers its services to the taxpayers while boasting the second lowest cost per capita along with some of the lowest response times in the State of WI.

The Sheboygan Fire Department provides Fire and EMS services to an area of 15 square miles. The Sheboygan Fire Department has included a total of 72 Sworn Fire Fighters/Fire Fighter Paramedics in its budget for 2013, the lowest in recent history and expects to respond to over 4000 calls for service in Calendar 2013, based upon historical trends.

In January 2008, when the Current EMS Service was added, there were 77 sworn firefighters or Firefighter/ Paramedics in the Department.

The Sheboygan Fire Department has included just \$50,000.00 in Overtime expenditures in its 2013 budget, the lowest in the past 8 years.

It is also well recognized that Municipal fire companies across the United States have become somewhat of a fiscal "target", particularly in the last 15-20 years and many have been forced to change or re-invent their operational models in response to what are primarily budget related issues.

In response to these challenges, a number of services provided by the Sheboygan Fire Department have been the subject of close scrutiny over the past several years. As a whole, however, the Department has not undergone a full scale operational review in recent history.

Current Core services

The Sheboygan Fire Department currently provides the Citizens of Sheboygan with two primary or "core" services. The first is fire protection and the second is Emergency Medical Services.

Other Value Added Services

As a complement to its core offerings, the Department provides a vast array of other services and programs through which the citizens of Sheboygan receive value added benefits. Technical and Confined Space Rescue, Fire prevention and inspection, fire safety training for children and other programs are among many currently offered. In addition, Hazardous Material Response is also available.

Goals and Objectives

The City of Sheboygan is interested in contracting with a firm having proven experience in the analysis of the operation of Municipal Fire Departments.

The City of Sheboygan expects that the selected firm will provide a clear, concise final report for each area that is studied to ensure it can be followed closely if restructuring of the Department is among the recommendations, and be used as a road-map for the future.

The chosen firm will be expected to identify specific problems and issues and offer un-biased, clear cut suggestions as to the solution(s) to be implemented.

The City of Sheboygan wishes to contract with a firm that can provide solid references and actual case studies of other Departments in cities of similar population and/or geographic size and structure.

The City will select and award a contract for the work in its entirety to the same vendor based upon the proposals received.

The City is not interested in overly "wordy" final reports that merely "parrots" past reports done for other clientele.

Scope of Work

The Operational Study and final report to the City of Sheboygan is expected to encompass the areas of focus below at a minimum. The City is truly interested in a complete study of the entire department and believes that all of the items below are important to include and are not necessarily listed in any particular order of importance.

- An in-depth study of current fire station locations, their physical condition, expected useful life and an analysis of the costs associated with their operation.
- An in-depth study of buildings and grounds maintenance for all Sheboygan Fire Dept. properties.
- An in depth , comparative study and analysis of current emergency and non-emergency response times include a breakdown of same by individual station service areas and as a whole against other Departments of similar size.
- An in depth, comparative analysis of current staffing levels in relation to Departments serving municipalities of similar populations and/or geographic service areas.
- An in depth, comparative analysis of current command staff structure in relation to departments serving municipalities of similar population or departments of similar staffing levels.
- An in depth study of current vehicle maintenance policies and procedures.
- An in depth study of the Fire Department fleet to assess current conditions, expected useful life, options for future replacement and a comparative study of fleet(s) from departments of similar size including a comparison of replacement schedules for apparatus etc.
- An in depth analysis and comparative study of the Departments Fire suppression capabilities and response data.

- **A comparative analysis of the current training and development programs for fire fighters and firefighter/paramedics and current effectiveness.**
- **An analysis of the Fire Prevention, Public Education and community safety programs currently offered by the Department, the costs associated with each, the effectiveness of each program and a budgetary comparison of dollars as well as time spent for similar programs by other comparably sized departments.**
- **An in-depth study and comparative analysis of the impacts on the department as related to the recent MABAS initiative.**
- **An investigation and comparative analysis of the Sheboygan Fire Departments Inter-agency operability and sharing of resources with departments throughout the county.**
- **An analysis of the entire Sheboygan Fire Department Annual budget and a broad comparison to budgets of Departments with similar staffing levels. (Per capita Analysis)**
- **A ten year projection of anticipated annual costs for Fire Protection/ EMS services.**
- **A comparative analysis of the programs offered their impact on the community, and the cost effectiveness when compared with other Departments of similar size and scope.**
- **A comparison of the Sheboygan Fire Departments ISO Rating with Departments of similar size.**
- **A comparison of the costs and effectiveness of the Departments Fire Investigation policies, practices and procedures.**
- **A projection of the City's anticipated growth for the future and its direct and indirect impact on the Department as well as the expectation for and delivery of, top-tier fire protection and EMS services.**
- **A comparative analysis of the City's EMS Services, the direct and indirect costs thereof, consideration of the annual revenues realized, and a side by side comparison of same when studied against other cities of similar size and scope.**
- **An in-depth study of the Departmental compliance with recognized national and industry standard regulations.**
- **A comparative analysis of the current fire prevention commercial building inspection programs, their costs, and effectiveness and how the results compare to similarly sized departments.**

Proposal Format

Proposals should be prepared in a simple, cost effective format. The use of elaborate materials and the inclusion of additional information that has no direct bearing on the project are not desired.

Proposals are to include all of the essential elements as identified below.

A total of seven (7) hard copies and one electronic copy are required.

Proposal Essential Elements

- Brief company background including history and experience.
- Explanation as to why you're firm should be chosen for an operational review of our Fire Department.
- Brief Resume's of staff that will be assigned to this project
- Current References for similar projects completed for other Cities/Departments in Wisconsin.
- Demonstration of your firms' ability to provide a clear, concise, and easy to follow set of recommendations as to what changes the City should make based upon your study.
- Estimated Cost Information for the services.
- Provide a timeline as to when the project will start and an estimate of how long it will take to complete the work.
- An estimated number of rooms/nights of lodging in Sheboygan that would be necessary to conduct the review.
- Include in the proposal the number and amount of per diems needed to conduct the review.

City Provided

The City will be responsible to provide the selected vendor with as much information as is requested including, but not limited to, the following:

- 1) Current Table of Organization
- 2) Current Departmental Budget
- 3) Current or most recently updated job descriptions
- 4) The ability to schedule meetings between the consultant and any City Departments
- 5) City will provide a suitable workspace for use by the Vendor when on-site including access to a telephone and internet connection (if needed)
- 6) If Vendor requires lodging, the City will, at its option, provide lodging for the vendor's personnel, to take advantage of discounted State of WI lodging rates.

Proposal Due Date

A total of (7) identical paper copies and one copy of the proposal electronically in PDF format (on CD-ROM, flash drive, etc.) are required to be on file in the office of the Purchasing Agent no later than 2:00 PM on *(Insert date Here)*

Questions & Bid Submittal

Questions regarding this solicitation are to be submitted in writing to:

Bernard R. Rammer
Purchasing Agent
City of Sheboygan Finance Dept.
828 Center Avenue, Suite 205
Sheboygan WI 53081
Bernard.rammer@ci.sheboygan.wi.us
Phone 920-459-3469
Fax 920-459-3967

Written Proposals are to be addressed the same and submitted by the due date and time above. Proposals **cannot** be accepted via email or fax however.

Terms and Conditions

The City of Sheboygan reserves the right to reject any proposal, cancel this solicitation, waive any informality associated with the proposal process and choose the proposal deemed most beneficial to the City.

The City of Sheboygan reserves the right to limit the scope of this contract to comply with any budgetary constraints and to quantify the level of importance of any item listed in the scope of work during the contract.

Proposals received after the due date and time will be subject to rejection at the City's discretion.

The City of Sheboygan will not be responsible for the disclosure to others of any part of any proposal received unless said component is identified as a "trade secret". Under the State of WI Open records Law, price cannot be considered a "trade Secret".

Should a challenge be received for the disclosure of any "trade secret" materials received, it will be the sole responsibility of the firm, and not the city, to respond to such challenge in a court of law.

All proposals shall remain in effect for not less than 60 days following the due date.

Under no circumstance shall the City honor any request for reimbursement of costs incurred in the development of a response to this solicitation.

Proposals received cannot be changed after they are opened. Proposals may not be withdrawn without the express consent of the City of Sheboygan and will become the property of the City.

VI

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. December 17, 2012.

Your Committee to whom was referred R. O. No. 212-12-13 by the City Clerk submitting a communication from St. Dominic Building and Grounds Committee requesting that the signs posted on N. 21st St. and Cleveland Ave. that say "no parking 7 a.m. to 4 p.m. on school days" be removed as the school was permanently closed in June; recommends that the document be accepted and placed on file.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

3.2

R. O. No. 012 - 12 - 13. By CITY CLERK. December 3, 2012.

Submitting a communication from Jim Mlsna, Chairperson of St. Dominic Building and Grounds Committee, requesting that the signs posted on N. 21st St. and Cleveland Ave. that say "no parking 7 a.m. to 4 p.m. on school days" be removed as the school was permanently closed in June.

*PP+S.
Acc File*

Susan Richards

City Clerk

5.8

II

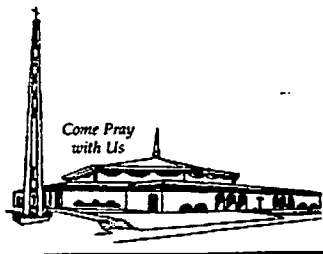
10

11

Monday, 10/10/10

12

8/10/2012 4:11:26



ST. DOMINIC PARISH

City of Sheboygan
Public Protection & Safety Committee
828 Center Ave.
Sheboygan, WI 53081

To the Committee members:

St. Dominic School, at North 21st Street and Cleveland Ave., was permanently closed this past June, but there are still signs on those streets, and on 22nd Street, that say "no parking 7:00 a.m. to 4:00 p.m. on school days". While these don't interfere with our weekend Masses, it is a concern for those attending daytime funerals during the week. Sgt. Anderson of the Sheboygan Police Department has assured me that no parking tickets will be issued and I am placing an announcement to this effect in our church bulletin. But many non-parish visitors to our church for funerals or other functions during the week will have no way of knowing that it is alright to park in those areas. For this reason, we would like the signs removed.

Respectfully,

Jim Mlsna
Chairperson
St. Dominic Building & Grounds Committee
Home phone: 458-4553

2133 North 22nd Street
Sheboygan, WI 53081-2241
Office (920)458-7070 † Rectory (920)458-8787
FAX (920)458-3280

VI

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. December 17, 2012.

Your Committee to whom was referred R. O. No. 216-12-13 by the City Clerk submitting a communication from Van Der Vaart, Inc., requesting permission to put up "Attention Getter" signs on city-owned property during The Sheboygan Home Expo 2013 to be held at Blue Line Ice Center; recommends that the Report of Officer 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

3.1

R. O. No. 216 - 12 - 13. By CITY CLERK. December 3, 2012.

Submitting a communication from Van Der Vaart, Inc., requesting permission to put up "Attention Getter" signs on city-owned property during The Sheboygan Home Expo 2013 to be held at Blue Line Ice Center.

Public Works
Cross File
or approve request

Susan Richards
City Clerk

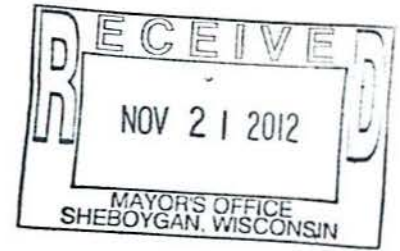
11

116

breakfast ready

VAN DER VAART

Concrete and Masonry products since 1888



November 19, 2012

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

Dear Mayor Van Akkeren:

The Sheboygan County Home Builders Association is proud to sponsor The Sheboygan Home Expo 2013. This year's show will once again be held at The Sheboygan Blue Line Ice Center.

As in previous years, we would like to put up two "ATTENTION GETTER" signs on city owned property. One location would be the parking lot located at the intersection of Wildwood Avenue and New Jersey Ave, the northeast corner. The second would be on the corner of S. Taylor and New Jersey, the northwest corner. We have found that this draws many interested individuals to our local show. The temporary signs we would like to erect are unusual and we ask the city's permission to do so.

Van Der Vaart, Inc. would park a truck on the corner with a sign measuring approximately five feet by six feet. On this sign we would simply write "HOME EXPO" with a large arrow. The truck would signify construction in the area and would suit our needs as an "ATTENTION GETTER". We would like to park the truck on the city owned property from Friday, April 5, 2013 until Monday, April 8, 2013. Neither truck nor sign would be placed as to obstruct the traffic's visibility of the street.

If you have any questions please call me at (920) 459-2417.

Please send your confirmation to this address:

Van Der Vaart, Inc.
Attn: Ann Adams
PO Box 490
Sheboygan, WI 53082-00490

Sincerely,

A handwritten signature in cursive script that reads "Ann Adams".

Ann Adams
Van Der Vaart, Inc

*C. Harvey Ready Mix
Manitowoc*

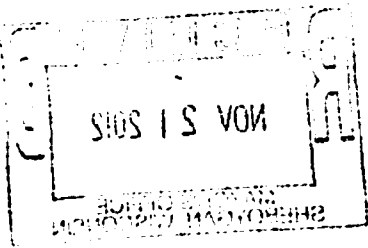
*Sheboygan Concrete
Sheboygan Falls*

*Tri-County Ready Mix
New Holstein*

*Van Der Vaart
Manitowoc & Sheboygan*

1436 South 15th Street
P.O. Box 490
Sheboygan, WI 53082-0490

Phone (920) 459-2417
Fax (920) 459-2409
Email annadams@vandervaartinc.com



CONFIDENTIAL - NOT TO BE REPRODUCED OR DISSEMINATED

Confidential and Marjorie pro team since 1988

November 18, 1988

City of Sheboygan
Mayor Terry Van Alkoten
858 Center Avenue
Sheboygan, WI 53081

Dear Mayor Van Alkoten:

The Sheboygan County Home Builders Association is proud to endorse The Sheboygan Home Expo 88. This year's show will once again be held at the Sheboygan Convention Center.

As in previous years, we would like to put up two "ATTENTION GETTER" signs on city owned property. One location would be the building lot located at the intersection of Willwood Avenue and Hwy 140. The second would be on the corner of Taylor and Hwy 140. The northwest corner. We have found that this draws many interested individuals to our local show. The temporary signs would be to check and unusual and we ask the city's permission to do so.

Van Der Vaart, Inc. would post a total of the corner with a sign measuring approximately five feet by six feet. On this sign we would clearly state "ATTENTION GETTER" with a large arrow. The truck with sign(s) construction in the area would be on the corner as of "ATTENTION GETTER". We would like to park the truck on the city property from Friday, April 8, 1989 until Monday, April 10, 1989. Permission for this would be placed as to protect the traffic's visibility at the street.

If you have any questions please call me at (920) 459-5477.

Please send your confirmation to the address:

Van Der Vaart, Inc.
Attn: Ann Adams
PO Box 488
Sheboygan, WI 53082-0488

Sincerely,

Ann Adams
Van Der Vaart, Inc.

11/18/88 11:45 AM

Sheboygan, WI 53082-0488
P.O. Box 488
1438 South 18th Street
Phone: (920) 459-5477
Fax: (920) 459-5478
E-mail: van@vart.com

VI

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. December 17, 2012.

Your Committee to whom was referred R. O. No. 192-12-13 by the City Clerk submitting a communication from Alderperson Lewandoske requesting that the City place life rings on the pier and look into doing this in the hope that it can help prevent drowning in the future; 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

IV

II

5.4

R. O. No. 192 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting a communication from Alderperson Lewandoske requesting that the City place life rings on the pier and look into doing this in the hope that it can help prevent drownings in the future.

*Pub Wks.
Bill*

Susan Richards

City Clerk

2.4

III

103

Handwritten text, possibly a signature or name, written in cursive.

Richards, Sue

From: Alderperson Scott Lewandoske
Sent: Wednesday, October 24, 2012 10:23 AM
To: Richards, Sue
Subject: Agenda item for next common council meeting

Sue,

Could you add this to the common council agenda for the November 5 meeting, to be referred?

I would like to have the city place life rings on the pier and look into doing this in the hope that it can help prevent drownings in the future. I did find out the following information

Due to the deaths of the two men who drowned in August, before I went in for surgery, I spoke to Sheriff Todd Priebe and stopped at the Coast Guard station and spoke to Coast Guard personnel as to what could be done to lessen the odds of this happening again.

First, I asked the Coast Guard members about a gate at the beginning of the pier to keep people off during high waves. They were against this, as it has been tried in other places and people climb over or around the gate. I then asked about placing life rings on the pier. They were in favor of that. They told me that poles with life rings on, spaced about 75 feet apart with lines of 100 feet in length would be a good distance apart. They also suggested that for the poles, that these rings are attached to, holes should be drilled into the cement of the pier and the poles placed in these holes and then bolted down so that people could not pull them out, but the poles could be removed when needed. The Coast Guard told me that the city DPW should do this. They also told me that the poles should be put up in spring and taken down in fall. Otherwise the waves and ice in winter would bend the poles or even rip them out of the holes and the poles would last less than a year before they would need to be replaced. Poles that are taken out for winter should last about three years before they may need to be replaced.

The Coast Guard also suggested a life ring be mounted on the southwest area of the light house, next to the steps. This area is fairly well protected from the waves and would make that area around the lighthouse safer if someone went in the water.

The Coast Guard also suggested that signs be placed on the beginning of the pier warning people to stay off the pier to stay off the pier during high waves, as some people think its fun to get splashed by the waves, but don't realize the force behind the waves.

I was also told that there should be no problem getting approval for poles and life rings on the pier in time for next spring. I was told that the Coast Guard is in favor of this, as it can save lives. I was told to speak to the officer in charge of the Sheboygan station, but he was gone for the week. I never followed up, due to finding out I needed surgery.

Scott Lewandoske
5th District Alderperson

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 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>
9780	Schwinn, April M.	1324 Michigan Ave.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7788	DeGroat, Shawn	1614 S. 9 th St.
9774	Rodriguez Correa, Angel Noe	1020 Union Ave.

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

III

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

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 the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1172	Campbell, Christopher R.	2332 Lakeshore Dr.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9807	Molitor, Justin J.	1722 N. 3 rd 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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

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:

CHANGE OF AGENT

Martin Corson is being replaced by Amanda Beniger as agent for Ashley's Bar & Grill effective immediately.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9808	Herrmann, Kevin C.	1521 Lone Oak LN, Manitowoc
9818	Kittle, Michelle L.	222 Bleyer Dr.
9809	Lulloff, Halden P.	509 5 th St., Kiel
9821	Remiker, Kristen S.	2825 37 th St., Two Rivers
9816	Roehl, Heather M.	1505 S. 8 th St.
9817	Rood, Erin P.	329 S. 6 th St., Oostburg
9820	Schroeder, Toni M.	606 St. Clair Ave.
9811	Steinbruecker, James T.	3821 S. 8 th St.
9815	Voechting, Brittnay A.	1605A S. 8 th St.
9813	Wyman, Anthony G.	105 Kay Ave., Sheboygan Falls

IV

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9814	Maldonad, Silvestre Torres	1833 N. 20 th St.
9819	Stevens, Mark A.	208 Prospect Ave.

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 SALARIES AND GRIEVANCES. December 17, 2012.

Your Committee to whom was referred Res. No. 107-12-13 by Alderperson Roeseler authorizing the appropriate City Officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2013; 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

1111

III

4.4

Res. No. 107 - 12 - 13. By Alderperson Roeseler. December 3, 2012.

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2013.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2013 through December 31, 2013, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

*S. G.
approve*

Ray Roeseler

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

4.4

III

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Administrative Services

Rates effective 01/01/2013
 All fees shown as per employee per month (PEPM) unless noted

<u>Administration and Access Fees</u>	<u>EEs</u>	<u>Current</u>	<u>Renewal</u>
Medical claims	454	\$13.10	\$13.76
Client advisor commission	454	\$2.00	\$2.00
COBRA administration	454	\$1.35	\$1.35
HIPAA certificates of creditable coverage	454	\$0.25	\$0.25
Required stop loss interface fee	454	Included with medical administration	Included with medical administration
UnitedHealthcare® Choice Plus network - access fee	454	\$15.95	\$15.95
Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network – percent of savings		30%	30%
Utilization and case management	454	\$3.25	\$3.25
Maternity management	454	\$0.65	\$0.65
Disease management	454	\$3.90	\$3.90

Non preferred vendor surcharge: An additional stop loss interface fee surcharge of \$2.05 PEPM applies if stop loss coverage is not placed with a UMR preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your UMR representative for a list of preferred vendors.

Additional Services

Plan Administration

SPD printing
 Actuarially certified reserve estimate - per report and per additional breakdown
 ID card mailing charge - employee residence
 New York surcharge filing and administration - annual fee
 Claim reprocessing - per claim
 OptumHealthSM Care Solutions - centers of excellence
 Subrogation - percent of recoveries
 Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.
 Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file (includes initial SBC plus one amendment, electronic version only provided to employer)
 Translation of SBC into non-English text
 Print and ship SBCs to employer at open enrollment (approval required)
 Inclusion of outside vendor data in SBC in UMR standard format , e.g. carved out benefits (approval required)
 More than two SBC requests per year

COBRA

COBRA initial (DOL) letters for new employees
 COBRA outside vendor – Delta dental and diversified

Reporting

Ad hoc reports and analysis - per hour (two hours included with medical administration)
 Development of production custom reports
 Thomson Reuters Advantage Suite reporting

Current

Cost plus postage
 Fees available upon request
 Included with medical administration
 No charge
 \$25.00
 Cost per transplant basis
 33%
 Up to five included, then \$500.00 per review
 N/A
 N/A
 N/A
 N/A
 N/A

Renewal

Cost plus postage
 Fees available upon request
 Included with medical administration
 No charge
 \$25.00
 Cost per transplant basis
 33%
 Up to five included, then \$500.00 per review
 Included with medical administration
 Cost of translation
 Cost plus postage
 \$1,000 per SBC per benefit plan
 \$500.00 per SBC per benefit plan

Included with COBRA administration
 \$0.10

Included with COBRA administration
 \$0.10

\$100.00

\$100.00

No charge
 Included with medical administration

No charge
 Included with medical administration

Pharmacy Benefits - Fixed Fee Pricing

Pharmacy benefits provided through OptumRx™. The following fees apply to all retail network pharmacies with the exception of pharmacies located in states that may elect to participate on a state-fee schedule. Retail discounts and fees illustrated below are based on the OptumRx™ book-of-business average. Actual retail discounts may vary.

Electronic claim adjudication - per claim	\$2.60
Retail	
Brand discount, plus dispensing fee	Pass through
Net effective generic discount, plus dispensing fee	Pass through
Mail Order	
Brand discount, plus dispensing fee	AWP (-) 21.5% + \$0.00
Net effective generic discount, plus dispensing fee	AWP (-) 75.75% + \$0.00
Retail 90 Rx (Optional)	
Brand discount, plus dispensing fee	Pass through
Net effective generic discount, plus dispensing fee	Pass through
Rebate Share	
Incentivized rebate share (retail) - per claim returned to the client	\$4.25
Incentivized rebate share (mail order) - per claim returned to the client	\$15.00
Additional Programs	
Prior authorizations per clinical prior authorization	Included
Specialty pharmacy program rate - average anticipated discount of 17 percent, plus dispensing fee	Pass through

Note: Compound dispensing fee of \$7.50 applies to specialty pharmacy program

An additional fee of \$1.75 per claim applies to the electronic claim adjudication fee for paper claims.

In order to qualify for incentivized rebates, plan designs must be two-tier closed, or three-tier with a minimum of \$15.00 difference in copayment or 20 percent difference in coinsurance between preferred and non-preferred branded drugs. Plans with medical and pharmacy benefit integration are considered non-incentivized for the pharmacy credit option (i.e. high-deductible health plans, health savings accounts and PPOs with integrated deductibles greater than \$1,000.00).

Health and Wellness - Per Employee Per Month (PEPM)

Fee:

Health and wellness administration

First Year

\$4.45

Included with health and wellness administration:

- Web-based clinical health risk assessment (CHRA) with results packet - assessment mailed to employee
- Paper CHRA with results packet - assessment mailed to employee
- Action plans (online behavioral-based educational modules)
- Identification and stratification via CHRA
- Member recruitment
- Lifestyle coaching, up to 10 telephonic sessions with a health coach (weight management, stress management, pre-diabetes, increasing activity, tobacco cessation and more)
- Educational materials
- Quarterly newsletter (for members who complete a CHRA)
- Online Web resources
- Standard reports

Available for an additional fee:

First Year

Quarterly newsletters (for remainder of members) - per participant per quarter

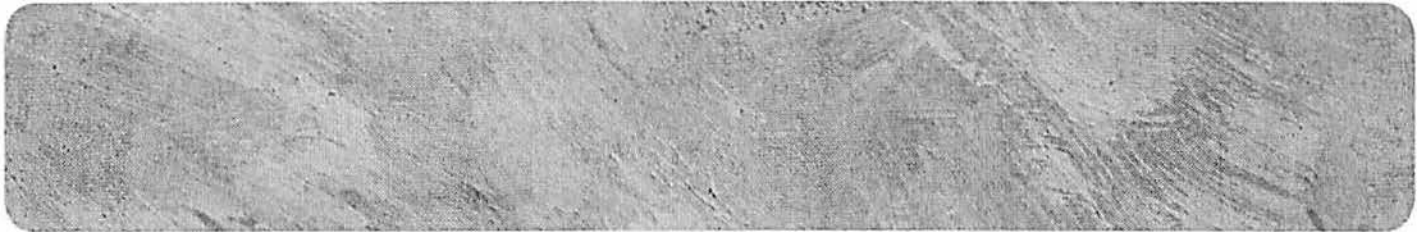
\$1.25

Nicotine replacement therapy – per six-week supply per participant (may purchase up to two six-week supplies) NOTE: This is an add on to lifestyle coaching. Participant selects gum or patch and total cost is a sum of all supplies selected.

- Gum – per six-week supply per participant \$165.00
- Patch – per six-week supply per participant \$105.00

Biometric options (UMR standard basic lipid glucose panel):

- Onsite basic lipid glucose panel – fingerstick - per screening \$69.00
- Onsite basic lipid glucose panel – venipuncture - per screening \$69.00
- Onsite comprehensive biometric panel – venipuncture - per screening \$104.00
Note: Onsite testing requires a minimum of 50 screens per site, per day
- Walk in (LabCorp) lipid glucose biometric panel – venipuncture – per screening (UMR standard) \$82.00
- Walk in (LabCorp) comprehensive biometric panel – venipuncture – per screening \$104.00
- Onsite flu shots - per shot \$35.00
Note: Onsite flu shots require a minimum of 50 participants per site, per day.
- Physician lab form – per form \$15.00



Health and Wellness - PEPM (continued):

Available for an additional fee (continued):

Rewards and incentive management – Online tracking of program participation and incentive points earned in association with completion of CHRA, events and challenges, and action plans. Includes self-reported or batch-loaded events and challenges and reporting capabilities

First Year

\$0.95

UMR gift card fulfillment

- Set-up and management of account, including a specific toll-free support number. One-time set up fee.
- Gift card issued by vendor – per card. Vendor bills the customer directly.
- Manual payment processing fee (if ACH debit is not used to pay for rewards and service fees) – per payment. Vendor bills the customer directly.
- Rejected ACH debit fee – per failure. Vendor bills the customer directly.

\$500.00

\$2.30 per card, subject to change by vendor

Actual vendor cost

Actual vendor cost

VIII

R. C. No. _____ - 12 - 13. By SALARIES AND GRIEVANCES. December 17, 2012.

Your Committee to whom was referred Res. No. 108-12-13 by Alderperson Roeseler authorizing the appropriate City Officials to enter into an agreement with Diversified Benefit Services, Inc., to administer the Flexible Benefit Plan for the period 1/1/2013 through 12/31/2013; 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. 108 - 12 - 13. By Alderperson Roeseler. December 3, 2012.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period 1/1/2013 through 12/31/2013.

WHEREAS, the City allows employees to enroll in a flexible spending program;

RESOLVED: That the appropriate officers of the City of Sheboygan enter into a Flexible Benefit Plan Agreement for Service for the time period 1/1/2013 through 12/31/2013.

*Sub.
approve*

Ray Roeseler

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

47

III

101

101

VIII

R. C. No. _____ - 12 - 13. By SALARIES AND GRIEVANCES. December 17, 2012.

Your Committee to whom was referred Res. No. 109-12-13 by Alderperson Roeseler authorizing the appropriate City officials to enter into an agreement for providing Shoreline Metro Short Term Disability Insurance for the period 1/1/2013 through 12/31/2013; 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

XIV

III

4.6

Res. No. 109 - 12 - 13. By Alderperson Roeseler. December 3, 2012.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement for providing Shoreline Metro Short Term Disability Insurance for the period 1/1/2013 through 12/31/2013.

RESOLVED: That the appropriate officers of the City of Sheboygan enter into agreement with The Standard for service for the term to coincide with the expiration of the current Reliance Standard contract.

*4.6
approve*

Ray Roeseler

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

1. 11

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201

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R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. December 17, 2012.

Your Committee to whom was referred Gen. Ord. No. 39-12-13 by Alderperson Hammond relating to one-hour parking limits so as to add parking limits on the south side of Geele Ave. between Calumet Dr. and N. 15th St.; recommends passing the Ordinance.

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IX

~~IX~~

7.1

Gen. Ord. No. 39 - 12 - 13. By Alderperson ~~Heidemann~~. November 19, 2012.

AN ORDINANCE relating to 1-hour parking limits so as to add parking limits on the south side of Geele Ave. between Calumet Dr. and N. 15th Street.

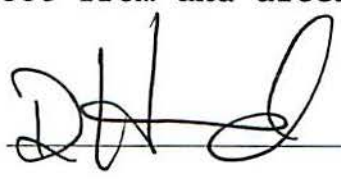
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the south side of Geele Ave. from 200 feet east of the east curb line of Calumet Dr. to 398 feet east of the east curb line of Calumet Dr. is hereby added to the list of locations with a 1-hour parking limit.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

*PPS
approve.*



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

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

II

R. O. No. - 12 - 13 . By DEVELOPMENT MANAGER. December 17, 2012.

Submitting a request from Chad Pelishek, Development Manager, requesting that the 8th Street Boat Launch closure be extended until June 15, 2013.

Ryba Terra Joint Venture, the contractor performing the dredging work upstream of the 8th Street bridge will be completed with the dredging work by December 31, 2012, however, they are required to place a sand cap on top of the areas that have been dredged in Spring 2013. In order to load the barge with sand, the 8th Street boat launch will be utilized. Estimated timeline to complete the work is 1.5 months.

Development Manager

III

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II

R. O. No. _____ - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
December 17, 2012.

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



Building/Heating Inspector

II

CASH RECEIPTS

	<u>September 2011</u>	<u>September 2012</u>
Contractors Licenses	1,925.00	1,820.00
Building Permits	22,245.80	32,716.61
Projecting Sign Fees	290.00	25.00
Electrical Permit Fees	24,180.00	7,935.00
Heating Permit Fees	11,740.00	6,365.00
Sales Tax	1.80	4.59
Plumbing Permit Fees	1,288.00	1,688.00
Sewer Permit Fees	1,000.00	0.00
Occupancy Permit Fees	450.00	500.00
Board of Appeals	300.00	500.00
Misc. General Revenue	86.20	92.15
Plan Examining Fees	1,000.00	1,975.00
Code Books	0.00	0.00
State Stamps	0.00	40.00
Rooming House Permit Fees	0.00	0.00
Erosion Control Fees	0.00	100.00
Penalty Fees	615.00	1,059.00
Cash Over, Short or Refund	0.00	50.00-
Contractors Escrow	917.00	897.00
Weight & Measure license	1,240.00	0.00
Clearwater Inspection Fees		<u>1,480.00</u>
TOTAL:	67,458.80	57,152.35

CASH RECEIPTS

September 2012	September 2011	
1,830.00	1,325.00	Contractors Licenses
32,710.61	22,245.80	Building Permits
25.00	290.00	Projecting Sign Fees
7,935.00	24,190.00	Electrical Permit Fees
6,365.00	11,740.00	Heating Permit Fees
4.50	1.80	Sales Tax
1,688.00	1,288.00	Plumbing Permit Fees
0.00	1,000.00	Sewer Permit Fees
500.00	450.00	Occupancy Permit Fees
500.00	300.00	Board of Appeals
92.15	66.20	Misc. General Revenue
1,975.00	1,000.00	Plan Examining Fees
0.00	0.00	Code Books
40.00	0.00	State Stamps
0.00	0.00	Rooming House Permit Fees
100.00	0.00	Excision Control Fees
1,050.00	615.00	Fertility Fees
50.00-	0.00	Cash Over, Short or Refund
897.00	917.00	Contractors Escrow
0.00	1,240.00	Weight & Measure Licenses
1,480.00		Clearwater Inspection Fees
27,152.25	67,458.30	TOTAL:

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE		1		260,000.00		480.00
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2	3	3,087.00	40,000.00	388.80	532.801
NEW COMMERCIAL NEW MISC -NON RES.	1		500,000.00		831.60	
STORAGE BLDG -RES.	1	5	2,400.00	18,900.00	50.00	267.60
STORAGE BLDG - NON-RES		1		45,000.00		57.80
ALT & ADD'NS -RES.	162	129	932,374.00	800,551.00	11,269.00	9370.00
ALT & ADD'NS - NON-RES	19	19	1,032,638.00	2,558,474.00	7,103.20	18,408.55
WRECKING	2	2	8,500.00	600.00	188.20	164.28
MOVING						
SIGNS	11	11	117,914.95	48,902.95	1,100.00	1,505.58
FENCES/POOLS/DECKSDRIVEWAYS	33	41	86,076.00	73,155.00	1,445.00	1,730.00
TANKS						
MISCELLANEOUS	1	1			50.00	200.00
TOTALS	232	213	2,704,489.95	3,845,582.95	22,425.80	32,716.61
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	25	22	1,137,420.00	336,841.00	24,180.00	7,935.00
HEATING	37	48	637,957.00	333,414.00	11,740.00	6,365.00
PLUMBING	26	26			1,288.00	1,688.00
SEWER					1,000.00	
TOTALS	93	99	1,775,377.00	670,255.00	38,208.00	15,988.00
GRAND TOTALS OF THE ABOVE	254	233	3,324,112.67	4,515,837.95	60,633.80	48,704.61

II

R. O. No. _____ - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
December 17, 2012.

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



Building/Heating Inspector

II

CASH RECEIPTS

	October 2011	October 2012
Contractors Licenses	2,610.00	2,905.00
Building Permits	18,966.55	78,279.85
Projecting Sign Fees	275.00	100.00
Electrical Permit Fees	13,230.00	26,755.00
Heating Permit Fees	3,745.00	14,740.00
Sales Tax	10.89	4.26
Plumbing Permit Fees	1,800.00	4,456.00
Sewer Permit Fees	500.00	500.00
Occupancy Permit Fees	600.00	1,000.00
Board of Appeals	150.00	250.00
Misc. General Revenue	265.52	134.97
Plan Examining Fees	600.00	3,000.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	120.00	110.00
Erosion Control Fees	0.00	0.00
Penalty Fees	613.00	505.00
Cash Over, Short or Refund	10.00-	945.00-
Contractors Escrow	845.00	3,341.10
Weight & Measure license	0.00	2,119.00

TOTAL: 44,320.96 139,535.18

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	1	5	13,500.00	51,300.00	135.60	831.20
NEW COMMERCIAL NEW MISC -NON RES.		1		3,700,000.00		31,353.00
STORAGE BLDG -RES.	2	1	3,500.00	2,550.00	100.00	50.00
STORAGE BLDG - NON-RES	1		42,000.00		302.40	
ALT & ADD'NS -RES.	150	149	848,239.00	1,107,264.00	10,500.00	11,720.65
ALT & ADD'NS - NON-RES	17	20	507,142.00	3,248,546.00	5,250.00	32,880.00
WRECKING	1		1,000.00		50.00	
MOVING						
SIGNS		3		6,418.00		200.00
FENCES/POOLS/DECKS/DRIVEWAYS	5	23	138,455.00	149,012.00	1,918.55	1,160.00
TANKS						
MISCELLANEOUS		2		3,000.00		85.00
TOTALS	192	204	1,582,086.00	8,268,090.00	18,966.55	78,279.85
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	44	73	619,690.00	1,118,680.00	13,230.00	26,755.00
HEATING	36	58	209,338.00	823,526.00	3,745.00	14,740.00
PLUMBING	23	35			1,800.00	4,456.00
SEWER	1	1			500.00	500.00
TOTALS	104	167	829,028.00	1,942,206.00	19,275.00	46,451.00
GRAND TOTALS OF THE ABOVE	296	371	2,411,114.00	10,210,296.00	38,241.55	124,730.85

II

R. O. No. _____ - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
December 17, 2012.

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



Building/Heating Inspector

II

CASH RECEIPTS

	November 2011	November 2012
Contractors Licenses	25,120.00	48,020.00
Building Permits	16,446.80	14,744.70
Projecting Sign Fees	50.00	150.00
Electrical Permit Fees	4,320.00	11,855.00
Heating Permit Fees	3,785.00	13,175.00
Sales Tax	2.48	7.11
Plumbing Permit Fees	2,296.00	1,960.00
Sewer Permit Fees	0.00	0.00
Occupancy Permit Fees	450.00	150.00
Board of Appeals	0.00	0.00
Misc. General Revenue	95.71	144.89
Plan Examining Fees	700.00	1,300.00
Code Books	0.00	0.00
State Stamps	0.00	0.00
Rooming House Permit Fees	330.00	150.00
Erosion Control Fees	0.00	0.00
Penalty Fees	965.00	1,556.10
Cash Over, Short or Refund	130.00-	.50
Contractors Escrow	1,076.60-	861.90
Weight & Measure license	1,324.00	8,422.00
Clearwater Inspection Fees		1,960.00
TOTAL:	54,678.39	104,457.20

CASH RECEIPTS

November 2012	November 2011	
48,030.00	25,120.00	Contractors Licenses
14,744.70	16,446.80	Building Permits
120.00	20.00	Projecting Sign Fees
11,822.00	4,320.00	Electrical Permit Fees
13,172.00	2,762.00	Heating Permit Fees
7.11	2.48	Sales Tax
1,260.00	2,296.00	Plumbing Permit Fees
0.00	0.00	Sewer Permit Fees
120.00	420.00	Occupancy Permit Fees
0.00	0.00	Board of Appeals
144.89	92.71	Misc. General Revenue
1,300.00	700.00	Plan Examining Fees
0.00	0.00	Code Books
0.00	0.00	State Stamps
120.00	330.00	Rooming House Permit Fees
0.00	0.00	Erosion Control Fees
1,256.10	922.00	Penalty Fees
.50	130.00-	Cash Over, Short or Refund
831.99	1,076.60-	Contractors Escrow
8,422.00	1,324.00	Weight & Measure License
1,260.00		Clearwater Inspection Fees
104,427.20	24,678.39	TOTAL:

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS	2	3	19,000.00	36,000.00	379.20	346.8
NEW COMMERCIAL NEW MISC -NON RES.		1		662,000.00		1,587.60
STORAGE BLDG -RES.	5	1	10,400.00	800.00	250.00	50.00
STORAGE BLDG - NON-RES		1		6,700.00		50.00
ALT & ADD'NS -RES.	125	99	824,094.00	618,142.00	9,615.60	7,310.00
ALT & ADD'NS - NON-RES	13	8	472,062.00	281,384.00	4,830.00	2,850.00
WRECKING		4		129,200.00		720.20
MOVING						
SIGNS	10	10	48,932.00	54,597.39	1,197.00	1,540.10
FENCES/POOLS/DECKSDRIVEWA YS	5	7	11,992.00	14,285.00	205.00	290.00
TANKS						
MISCELLANEOUS	1				50.00	
TOTALS	161	134	1,386,480.00	1,803,108.39	16,526.80	14,744.70
PERMIT TYPES	#OF PERMITS					
ELECTRICAL	30	25	185,944.00	517,657.00	4,320.00	11,855.00
HEATING	37	48	258,209.75	681,721.75	3,785.00	13,175.00
PLUMBING	26	26			2,296.00	1,960.00
SEWER						
TOTALS	93	99	444,153.75	1,199,378.75	10,401.00	26,990.00
GRAND TOTALS OF THE ABOVE	254	233	1,830,633.75	3,002,487.14	26,927.80	41,734.70

II

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

Submitting a communication from Daniel J. Wiltey requesting a waiver from the Sex Offender Residency restrictions in order to live at 925A Michigan Ave.



City Clerk

II

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

NOV 5 '12 PM 1:20

Date 11-5-12

My name is Daniel J Willey

I am requesting a waiver to the Sexual Residency Requirements so I may live at 925A Michigan Ave

Signature Daniel J Willey

Phone No (517) 224-3689

12/13/12

* Mr. Willey came to our office & said that he had not been contacted to appear at the Nov. 14th PP+S meeting. This is being resubmitted -

Susan Richards
City Clerk

II

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

Submitting a communication from Darrell Johnston requesting a waiver from the Sex Offender Residency restrictions in order to live at 1513 Illinois Ave.



City Clerk

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DEC 4 '12 AM 9:05

Date _____

My name is Darrell Johnston.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1513 ILLINOIS AVE.

Signature Darrell Johnston

Phone No (920) 287-9886 (920) 287-7594
 Cell Home

II

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

Submitting a Summons and Complaint in the matter of Wells Fargo Bank vs. Valerie Strickler et al.

Susan Richards

City Clerk

II

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

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
SUCCESSOR BY MERGER TO
WELLS FARGO HOME MORTGAGE, INC.,
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. **12CV1078**
FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH #4
TERENCE T BOURKE
815 N SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

vs.

SUMMONS

VALERIE L. STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

JOHN DOE STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

C-CAP, LLC f/k/a C-CAP, INC.
c/o Scott C. Fergus
3031 Southwood Drive
Racine, Wisconsin 53406

CITY OF SHEBOYGAN

c/o Sue Richards
City Hall
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.
c/o Lucio Fuentez
1407 South 13th Street
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
c/o Jule Glancey
Administration Building
508 New York Avenue
1st Floor, Room 129
Sheboygan, Wisconsin 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

SHEBOYGAN COUNTY
WISCONSIN

12 DEC -6 12:22

CLERK CIRCUIT COURT
FILED

PROCESS SERVER *[Signature]*
TIME 1:50 A.M. 12/11/11
SERVED UPON & ADDRESS Sue Richards
828 Center Ave, Sheboygan
 PERSONAL SUBSTITUTE
 POSTED CORPORATE

CLERK OF THE COURT

15 GEO-9 MS-SS

W
12,4000 W


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

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

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

Dated this 3rd day of December, 2012.

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



BY: _____
Brian M. Quirk - 1052446
bquirk@kmksc.com

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

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

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

MEMORANDUM FOR THE RECORD

DATE: 10/10/54

MEMORANDUM FOR THE RECORD

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
SUCCESSOR BY MERGER TO
WELLS FARGO HOME MORTGAGE, INC.,
3476 Stateview Boulevard
Fort Mill, SC 29715

CASE NO. 12CV1078
FORECLOSURE CASE CODE - 30404

Plaintiff,
vs.

COMPLAINT

VALERIE L. STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

JOHN DOE STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

C-CAP, LLC f/k/a C-CAP, INC.
c/o Scott C. Fergus
3031 Southwood Drive
Racine, Wisconsin 53406

CITY OF SHEBOYGAN
c/o Sue Richards
City Hall
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.
c/o Lucio Fuentez
1407 South 13th Street
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
c/o Jule Glancey
Administration Building
508 New York Avenue
1st Floor, Room 129
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
WISCONSIN
12 DEC -6 12:22
CLERK CIRCUIT COURT
FILED

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

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

1. Plaintiff, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of

MISCOMSIN
IN THE APPEAL COURT

15 DEC -9 1:55

CLERK OF COURT
15 DEC -9 1:55

business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").

2. Defendant, VALERIE L. STRICKLER, is a competent adult who resides at 1842 Cambridge Avenue, Sheboygan, Wisconsin 53081-2339 (hereinafter Borrower).

3. Defendant, JOHN DOE STRICKLER, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at 1842 Cambridge Avenue, Sheboygan, Wisconsin 53081-2339.

4. Defendant, C-CAP, LLC f/k/a C-CAP, INC., is a legal entity organized and existing under the laws of the State of Wisconsin with its registered agent located at 3031 Southwood Drive, Racine, Wisconsin 53406.

5. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, and its agent for service of process is located at City Hall, 828 Center Avenue, Suite 100 Sheboygan, Wisconsin 53081.

6. Defendant, PARTNERS FOR COMMUNITY DEVELOPMENT, INC., Wisconsin non-stock corporation with its registered agent located at 1407 South 13th Street, Sheboygan, Wisconsin 53081.

7. Defendant, SHEBOYGAN COUNTY, is a governmental subdivision of the State of Wisconsin, a sovereign entity and body politic, and its agent for service of process is the County Clerk located at Administration Building, 508 New York Avenue 1st Floor, Room 129 Sheboygan, Wisconsin 53081.

8. Borrower(s) executed and delivered a Note and Purchase Money Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 1/18/2002 as Document No. 1625095. Plaintiff is the owner and holder of the Note and Mortgage.

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

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

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

12. As of 12/09/2012, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$57,027.99
Accrued Interest	2,343.93
Pending Escrow Advance	1,997.66
Other Fees	160.00
Less Escrow Balance	(1,439.79)
Late Charges	459.23
Less Suspense Balance	(117.00)
Attorneys' Fees	1,100.00
Attorneys' Costs	710.00
TOTAL	\$62,242.02

*Interest continues to accrue at the rate of 7.875% per year or \$12.30 per diem after 12/09/2012.

13. The mortgaged property is a **one-to-four family**, owner occupied residence at the commencement of the foreclosure action, located at 1842 Cambridge Avenue, Sheboygan, Wisconsin 53081-2339. The Property cannot be sold in parcels without injury to the interests of the parties.

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

- (a) Defendant John Doe Strickler, possible unknown spouse, by virtue of being the present spouse of Borrower, Valerie L. Strickler, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.
- (b) Defendant C-CAP, LLC f/k/a C-CAP, Inc., by virtue of a mortgage from Valerie L. Strickler to Wells Fargo Home Mortgage, Inc. for \$1,500.00 dated January 17, 2002 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on January 18, 2002 as Document No. 1625096.

The foregoing mortgage was assigned by Wells Fargo Home Mortgage, Inc. to C-Cap, Inc. by an assignment dated January 17, 2002 and recorded in said Register's Office on January 18, 2002 as Document No. 1625097.

- (c) Defendant City of Sheboygan, by virtue of a mortgage from Valerie L. Strickler, a single person, to City of Sheboygan for \$3,500.00 dated January 17, 2002 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on January 18, 2002 as Document No. 1625098.
- (d) Defendant Partners For Community Development, Inc., by virtue of an Affidavit of Interest in Property from Valerie L. Strickler to Partners For Community Development, Inc. for \$9,929.22 dated December 21, 2005 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on January 4, 2006 as Document No. 1787348.
- (e) Defendant Sheboygan County, by virtue of a judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 6, 2007, Case No. 07SC444, in favor of Sheboygan County, 10911 N Eighth Street, Sheboygan, WI 53081, creditor, vs. Valerie Strickler, 1842 Cambridge Avenue, Sheboygan, WI 53081, debtor, in the sum of \$469.00.

15. Pursuant to Section 846.101, Wis. Stats, and the provisions contained in the Mortgage, **Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property.**

Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from entry date of judgment.

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

WHEREFORE, Plaintiff demands judgment as follows:


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

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

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

Dated this 3rd day of December, 2012.

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


BY: _____
Brian M. Quirk - 1052446
bquirk@kmksc.com

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

NOTE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

JANUARY 17, 2002
[Date]

SHEBOYGAN
[City]

WISCONSIN
[State]

1842 CAMBRIDGE AVENUE, SHEBOYGAN, WI 53081

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ *****67,450.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **WELLS FARGO HOME MORTGAGE, INC.**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **7.875** %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **FIRST** day of each month beginning on **MARCH 01, 2002**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on **FEBRUARY 01, 2032**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 5137, DES MOINES, IA 503065137** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ *****489.06

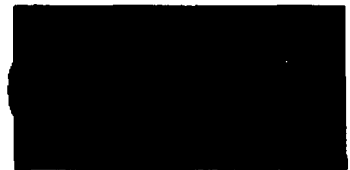
4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier.

WISCONSIN FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Amended for Veterans Affairs

Form 3250 1/01

 **-5G(WI) (0005)**
Amended 6/00
VMP MORTGAGE FORMS - (800)521-7291



5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. ALLONGE TO THIS NOTE

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

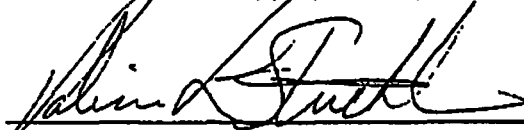
Graduated Payment Allonge Other [Specify] Other [Specify]

11. UNIFORM SECURED NOTE

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

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("VA") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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

 _____ (Seal) _____ (Seal)
VALERIE L. STRICKLER -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.
By  _____
Joan M. Mills,
Vice President

[Sign Original Only]

MORTGAGE

DOCUMENT NUMBER

1625095

NAME & RETURN ADDRESS
WELLS FARGO HOME MORTGAGE, INC.
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

SHEBOYGAN COUNTY, WI
RECORDED ON

01-18-2002 4:26 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

PARCEL IDENTIFIER NUMBER

RECORDING FEE: 47.00
TRANSFER FEE:
073568 5

OF PAGES: 19

[Space Above This Line For Recording Data]

NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE DEPARTMENT
OF VETERANS AFFAIRS OR ITS AUTHORIZED
AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JANUARY 17, 2002 together with all Riders to this document.

(B) "Borrower" is VALERIE L. STRICKLER , A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION

organized and existing under the laws of THE STATE OF CALIFORNIA

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

U241P -BG(WI) (0005)

Page 1 of 15

Initials: *KS*

VMP MORTGAGE FORMS - (800)521-7291

Lender's address is P.O. BOX 5137, DES MOINES, IA 503065137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JANUARY 17, 2002

The Note states that Borrower owes Lender SIXTY SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 Dollars

(U.S. \$ *****67,450.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2032

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input checked="" type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the COUNTY of SHEBOYGAN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 5137, DES MOINES, IA 503065137

which currently has the address of 1842 CAMBRIDGE AVENUE

SHEBOYGAN
("Property Address"):

[City], Wisconsin 53081

[Street]
[Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

Initials: 

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Initials: 

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.


23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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

Witnesses:

 (Seal)
VALERIE L. STRICKLER -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

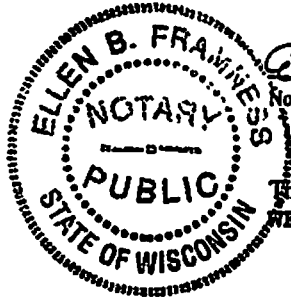
_____ (Seal)
-Borrower

STATE OF WISCONSIN,

County ss:

The foregoing instrument was acknowledged before me this JANUARY 17, 2002
by VALERIE L. STRICKLER

My Commission Expires: June 27, 2004



Ellen B. Framness
Notary Public, State of Wisconsin Ellen B. Framness

This instrument was prepared by
WELLS FARGO HOME MORTGAGE, INC.

3003 W COLLEGE AVE., APPLETON, WI
549140000

The South Seventy-six (76) feet of Lot Ten (10), and the South Seventy-six feet of the West Thirty (30) feet of Lot Eleven (11), of Block Two (2) of Driving Park Addition Number Two (2) to the City of Sheboygan, according to the recorded plat thereof.

Tax Key No. 59281607680

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 17TH day of JANUARY, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to WELLS FARGO HOME MORTGAGE, INC.

(herein "Lender") and covering the Property described in the Security Instrument and located at 1842 CAMBRIDGE AVENUE, SHEBOYGAN, WISCONSIN 53081

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

MULTISTATE VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

VMP-538R (9904).01

Page 1 of 3

VMP MORTGAGE FORMS - (800)521-7291

Initials: *[Signature]*

3/29



LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

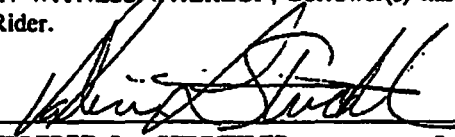
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.



VALERIE L. STRICKLER -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

The South Seventy-six (76) feet of Lot Ten (10), and the South Seventy-six feet of the West Thirty (30) feet of Lot Eleven (11), of Block Two (2) of Driving Park Addition Number Two (2) to the City of Sheboygan, according to the recorded plat thereof.

Tax Key No. 59281607680

II

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

Submitting a Petition granting John Golde Deposition in the matter of Annalee Kruger - Pedestrian/Bus Accident.



City Clerk

II

Chapter 10



Pellmann, Drellos & Associates, s.c.
Law Group

DEC 5 '12 PM 12:10

December 3, 2012

Mr. John Golde
4234 N. Mozart Street
Chicago, IL 60618-1525

Re: Annalee Kruger May 3, 2012 Pedestrian/Bus Accident
Sheboygan Co. Case No. 12-CV-0915
Petition Granting John Golde Deposition Pursuant To
Wis. Stat. § 804.02(1)

Dear Mr. Golde:

Please find enclosed a signed Court Order allowing Ms. Kruger to take your deposition, which has been scheduled for Wednesday, December 19, 2012 at 2:00 p.m., at my law office located at 16745 W. Bluemound Road, Suite 302, Brookfield, Wisconsin 53005. For your convenience, I have included a road map showing the location of my office.

I also enclose a Deposition Subpoena along with a check to cover your witness fee and travel expenses.

If you should have any questions about this deposition or the enclosed documents, please do not hesitate to call me at 262-641-8812.

Thank you again for voluntarily agreeing to travel to Wisconsin for this deposition. Your cooperation in this matter is greatly appreciated.

Very truly yours,



Dawn L. Drellos-Thompson¹

Encl.

c: Ms. Annalee R. Kruger
Kelly Centofanti, Esq.
See Service List

¹ Licensed in Wisconsin, Florida and Washington, D.C.

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

In the Matter of
Petition of Annalee R. Kruger
To Perpetuate Testimony

Case No. 12-CV-0915

DEPOSITION SUBPOENA OF WITNESS JOHN GOLDE

THE STATE OF WISCONSIN
SHEBOYGAN COUNTY

THE STATE OF WISCONSIN, TO: Mr. John Golde
4234 N. Mozart Street
Chicago, IL 60618-1525

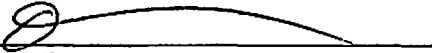
Pursuant to section 805.07 of the Wisconsin Statutes and subsequent to an Order by the Court pursuant to Wis. Stat. § 804.02(1), you are hereby commanded to appear in person before a court reporter at the law offices of Pellmann, Drellos & Associates, S.C., located at 16745 W. Bluemound Road, Suite 302, Brookfield, Wisconsin 53005, on the following date and time:

Wednesday, December 19, 2012 at 2:00 p.m.

to give evidence on behalf of the Petitioner, Annalee R. Kruger, involving a pedestrian/bus accident that occurred on May 3, 2012, in the City of Sheboygan, Wisconsin to which you were a witness involving Ms. Kruger and Prigge's Charter Bus Company, Inc.

Issued this 4 day of December, 2012.

PELLMANN, DRELLOS & ASSOCIATES, S.C.
Attorneys for Pellmann, Drellos and Associates, S.C.


Dawn L. Drellos-Thompson
State Bar No. 1026247

U.S. POSTAL SERVICE ADDRESS:

16745 W. Bluemound Road, Suite 302
Brookfield, WI 53005
(P) 262-641-8812
(F) 262-641-1066
(E) ddrellos@pdlawgroup.com

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

In the Matter of
Petition of Annalee R. Kruger
To Perpetuate Testimony

Case No. 12-CV . 12CV0915

Case Code: 30703
Case Classification: Unclassified

**ORDER GRANTING PETITION AUTHORIZING DEPOSITION TO
PERPETUATE TESTIMONY PURSUANT TO
WIS. STAT. § 804.02(1) FOR JOHN GOLDE**


ORDER

The Petitioner Annalee R. Kruger's Petition authorizing deposition to perpetuate testimony pursuant to Wis. Stat. § 804.02(1) for John Golde is granted.

IT IS HEREBY ORDERED, that the Petitioner be allowed to take the deposition of John Golde pursuant to WIS. STAT. § 804.02(1).

Dated this 3rd day of December, 2012.

BY THE COURT:


The Honorable Timothy M. Van Akkeren
Sheboygan County Circuit Court Judge

Document Prepared by

Dawn L. Drellos-Thompson, Esq.
State Bar No. 1026247
16745 W. Bluemound Road, Suite 302
Brookfield, WI 53005
T: 262-641-8812
F: 262-641-1066
E: ddrellos@pdlawgroup.com



In the Matter of
Petition of Annalee R. Kruger
To Perpetuate Testimony

Case No. 12-CV-0915

SERVICE LIST

The below- named entities and individuals were served with the following enclosed documents:

- 1) Order Granting Petition Authorizing John Golde Deposition
- 2) Deposition Subpoena for John Golde

PRIGGE'S CHARTERED BUSES, INC.
c/o: Dennis J. Prigge, Registered Agent
1139 Pennsylvania Avenue
Sheboygan, Wisconsin 53081

MAY I. BECKER
518 A South 14th
Sheboygan, Wisconsin 53080

LANCER INSURANCE COMPANY
c/o: Jay Starrett, Esq.
Whyte, Hirschboeck, Dudek, S.C.
555 E. Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-3837

DAVID GALLIANETTI, Board President
Sheboygan Area School District
730 Broughton Drive
Sheboygan, Wisconsin 53081

JOSEPH SHEEHAN, Ph.D.
Superintendent of Schools
Sheboygan Area School District
830 Virginia Avenue
Sheboygan, Wisconsin 53081

JOHN HILL, Clerk
Sheboygan Area School District
830 Virginia Avenue
Sheboygan, Wisconsin 53081

TERRY VAN AKKEREN, Mayor
City of Sheboygan
828 Center Avenue, #100
Sheboygan, Wisconsin 53081

SUE RICHARDS, City Clerk
City of Sheboygan
828 Center Avenue, #129
Sheboygan, Wisconsin 53081

ROGER L. TESTROETE, Co. Bd.
c/o: Carl Buesing, Corp. Counsel
Administration Building, Third Floor, #311
508 New York Avenue
Sheboygan, Wisconsin 53081

JULIE GLANCEY, County Clerk
c/o: Carl Buesing, Corp. Counsel
Administration Building, Third Floor, #311
508 New York Avenue
Sheboygan, Wisconsin 53081

USSA Insurance
c/o: Terry Johnson, Esq.
Peterson, Johnson & Murray, S.C.
733 N. Van Buren Street, Fl. 6
Milwaukee, Wisconsin 53202-4705

GOLDEN RULE INS. COMPANY
A UnitedHealthcare Company
c/o: CT Corporation System
8040 Excelsior Drive, Suite 200
Madison, Wisconsin 53717

II

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

Submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.



City Clerk

III

ratio & answer

#2312

DEC 7 11:29 AM 2012

LS Schreiber

NOTICE OF INJURY

To: Sue Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081-4442

Stephen G. McLean, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4442

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

Ryan Zinkel, Registered Agent
Sheboygan Jaycees
607 8th Street, 7th Floor
Sheboygan, WI 53081-4556

SERVED Dec 7 2012
3:30 AM PM
L JOHNS SERVICE
PER LS

TO THE ABOVE-NAMED PARTIES,

PLEASE TAKE NOTE:

1. Lorrie M. Kluck is an adult and resides at N1378 Highway 28, Adell, Wisconsin 53001.
2. Dennis Kluck is the husband of Lorrie M. Kluck and resides with her at the above address.
3. Lorrie M. Kluck and Dennis Kluck were injured due to the negligence of the above-named parties.
4. Drew Kluck and Devin Kluck are the minor children of Lori M. Kluck.
5. Drew Kluck and Devin Kluck were injured due to the negligence of the above-named parties.

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

6. The circumstances of the injuries are as follows: On August 4, 2012, at approximately 4:00 p.m., at the Kiwanis Park located at 726 North 17th Street, Sheboygan, Wisconsin, Lorrie M. Kluck slipped on an artificial accumulation of water, causing her to fall backward, striking her head on a steel door.

7. The above-named parties were negligent in failing to maintain a safe place in violation of the Wisconsin Safe Place Statute; in failing to properly inspect, maintain and manage said premises; and in failing to warn of the dangerous condition of said premises.

8. As a direct and proximate result of the negligence of the above-named parties, Lorrie M. Kluck suffered a concussion and strain and sprain of the musculoligamentous structures about the entire body, mental anxiety and distress, and other personal injuries, including past and future pain and suffering and disability; incurred past and future medical expenses; and incurred wage loss and loss of earning capacity.

9. As a direct and proximate result of the negligence of the above-named parties, Dennis Kluck suffered the loss of the aid, society, comfort and companionship of his wife and will continue to do so as a result of the injuries.

10. As a direct and proximate result of the negligence of the above-named parties, Drew Kluck and Devin Kluck suffered the loss of the aid, society, comfort and companionship of their mother and will continue to do so as a result of the injuries.

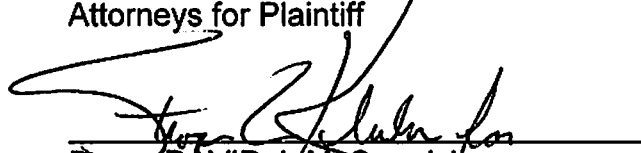
11. At all times material, the above-named parties owned, controlled, inspected and maintained the aforesaid premises.

12. The above-named parties had actual notice of the aforesaid incident and injuries and thoroughly investigated same.

13. This document is a Notice of Injury served on the above-parties in compliance with Wisconsin law. This document is not a claim for damages. No claim for damages is made at this time.

Dated this 7th day of December, 2012.

THE PREVIAINT LAW FIRM, S.C.
Attorneys for Plaintiff



By. DAVID J. McCormick
State Bar No.: 1008865
djm@previant.com

P.O. Address:
Post Office Box 12993
Milwaukee, WI 53212
(414) 271-4500

s:\docs\klucklor\85973\m0553101.docx

II

R. O. No. _____ - 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.



City Clerk

III

Handwritten text, possibly a signature or date, is faintly visible in the lower-left quadrant.

DATE RECEIVED _____

RECEIVED BY SLS

CLAIM NO. 24-12

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: 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

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)

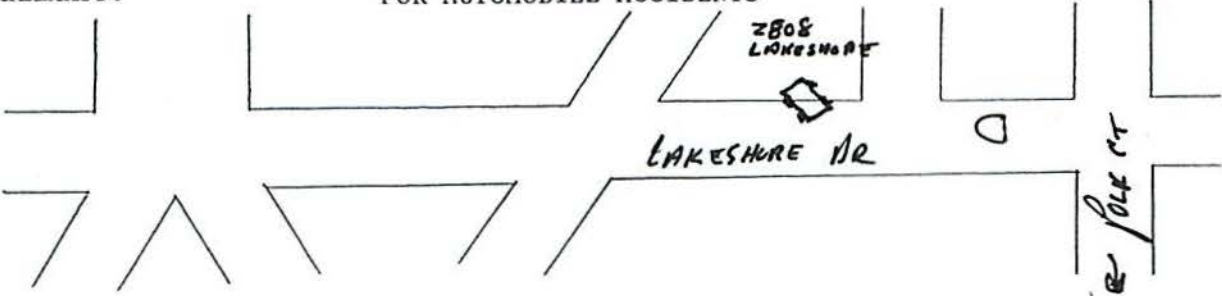
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

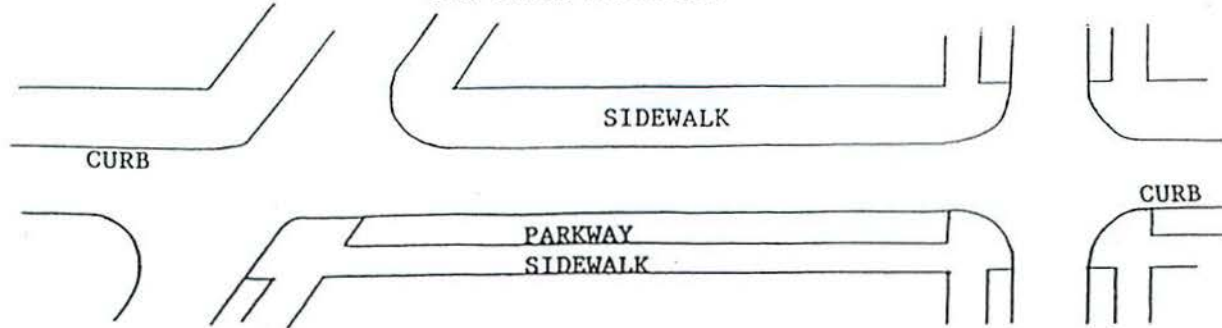
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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



November 5, 2012

Mike Werner
2808 Lakeshore Drive
Sheboygan, WI 53081
mwerner@shorewest.com

RE: Water Service Stop Box Repair or Replacement

D&M Plumbing & Heating is pleased to provide the plumbing quotation for the above project to include:

Option #1 – Stop Box Repair

- Replace top bent section of existing 1½" pipe stop box
- Hand excavate down to below bent section of stop box
- Cut of section of pipe
- Install new 1½" sleeve coupling
- Install new section of 1½" pipe, with stop box cover to grass line
- Backfill excavation

Total Option #1 **\$300.00**

Option #2 – Stop Box Replacement

- Replace stop box completely down to curb stop
- Notify Diggers Hotline for excavation
- Mini excavator to excavate for stop box replacement
- (1) new 6½" bury valve box
- Plumbers labor to remove existing valve box and install new
- Backfill excavation

Total Option #2 **\$750.00**

Notes:

- Not responsible for shrubs, trees, plantings, topsoil, or landscape restoration in connection with excavation during repair.
- Diggers Hotline will be contacted and excavation site to be marked accordingly; customer remains responsible for properly locating any private utilities prior to excavation and customer will be responsible for improperly marked private utilities.
- Assumes all excavated materials are native and non-hazardous.
- Project values can change due to unforeseen conditions of existing structure, we will make reasonable efforts to remain within budget, and additional changes in excess of \$250 will require customer notification to proceed.
- This proposal is good for (30) thirty days from date of estimate.
- 50% down payment with final payments due upon substantial completion. 1-1/2% monthly finance charge on all unpaid balances in excess of 30 days, 18% annually.

ACCEPTED SIGNATURE _____ DATE _____

PRINTED NAME _____

Don Cvetan Jr., President

WernerM-2808 Lakeshore-Stop Box.dc

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

PK2011

POLICE # C12-20161

ACCIDENT #

2808
Lakeshore
Drive

Damage
curb
in
front
Home

check
MH.

<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	Fl/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				
9 <input type="checkbox"/> Hit and Run	9 <input checked="" type="checkbox"/> Government Property			9 <input type="checkbox"/> Fire	9 <input checked="" type="checkbox"/> Photos Taken		9 <input type="checkbox"/> Trailer or Towed			
9 <input type="checkbox"/> Truck, Bus, or Hazardous Materials			9 <input type="checkbox"/> Load Spillage		9 <input type="checkbox"/> Construction Zone		9 <input type="checkbox"/> Names Exchanged			
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements			103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With 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 (Ft)
	94 - Vehicle Damage REAR DRIVER SIDE					
	95 - Extent Of Damage MODERATE		<input checked="" type="checkbox"/> 96 - 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
	45 - 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 Travelling 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
---------------------------------	-------------------------------	-----------------	---------------------	-------------

PK2011

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	

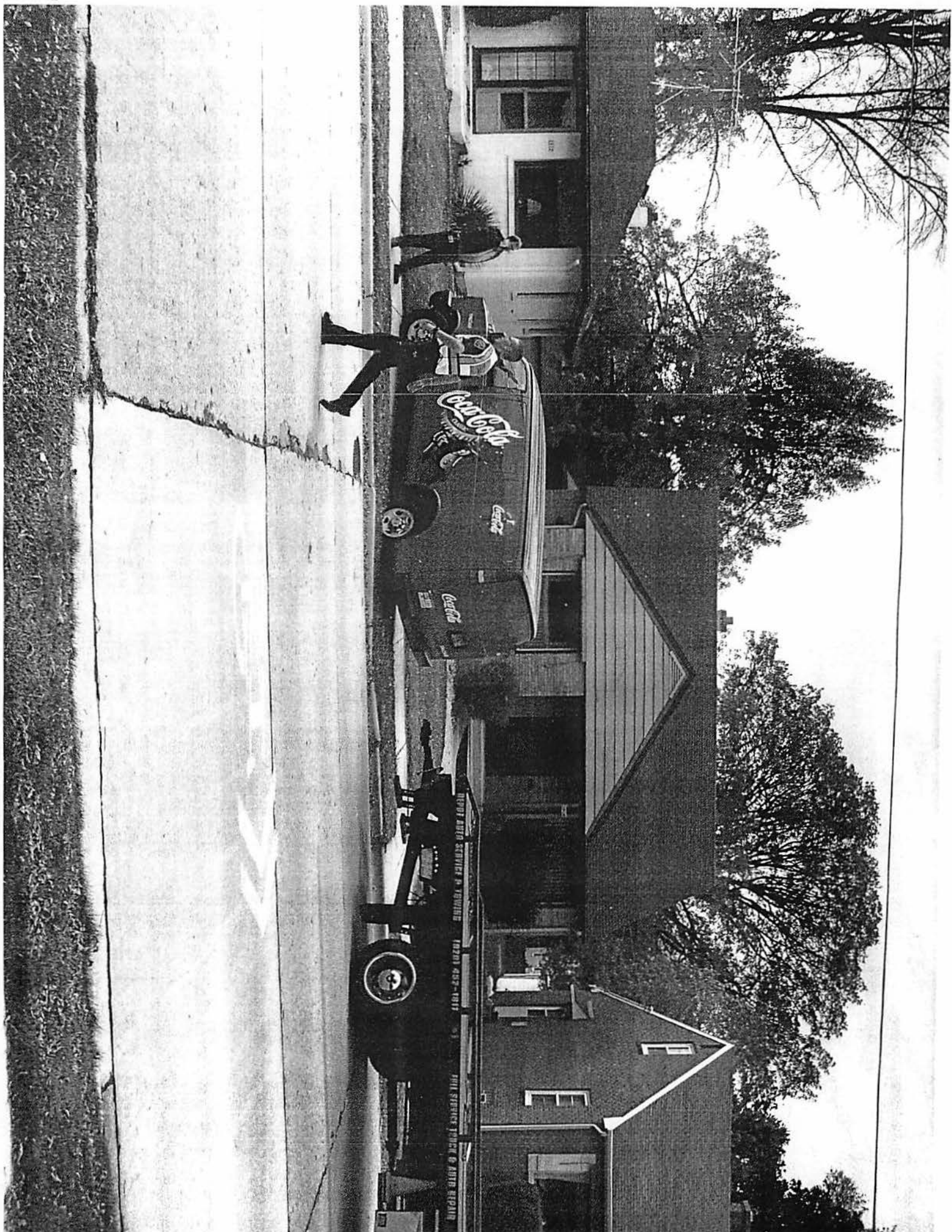
Diagram and Narrative

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 W HERSCHLEB 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. 6961		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					





R. O. No. - 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

III



Res. No. _____12-13. By Alderperson Hammond. December 17, 2012

A RESOLUTION ordering the 2013 Budget appropriations for the City of Sheboygan Water Utility fund.

RESOLVED: That the total appropriations be established as the 2013 Budget as follows:

REVENUE	<u>Water Utility Fund</u>
Total Sales of Water	\$ 5,393,247
Other Operating Revenue (Sales)	1,697,982
Non-Operating Revenue	119,435
Contribution in Aid of Construction	<u>10,000</u>
TOTAL REVENUE	\$ 7,220,664
 EXPENDITURES	
Water Utility	
Labor	1,372,017
Source of Supply Expense	19,100
Pumping Expenses	504,720
Water Treatment Expenses	543,000
Transmission & Dist. Expenses	272,000
Customer Account Expenses	64,800
Administrative & General Expense	852,214
Taxes	1,089,808
Capital Outlay	4,158,800
Interest Expense on Bonds	<u>327,255</u>
TOTAL EXPENDITURES	\$ 9,203,714
Estimated cash balance as of 12/31/2012	\$ 4,119,212
Revenues	7,220,664
Expenditures	<u>(6,767,211)</u>
Estimated cash balance as of 12/31/2013	\$ 4,572,665

SIGNATURE PAGE FOR RES. NO.

- 12 - 13. By Alderperson Hammond.

December 17, 2012.

Ordering the 2013 Budget appropriations for the City of Sheboygan Water Utility fund.

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 Alderperson Roeseler. December 17, 2012.

A RESOLUTION authorizing an additional 90-day extension of the department head residency requirement for the Director of Public Works.

WHEREAS, pursuant to Sec. 29-3(a) of the 1975 Sheboygan Municipal Code, as amended, all department heads that are appointed by the Mayor with approval of the Common Council, as well as the police chief and fire chief, shall be residents of the City within six (6) months of their hiring, but provides that the Common Council, in its discretion, may authorize by resolution ninety (90) day extensions of said requirement for an individual, upon a showing of hardship; and

WHEREAS, the current Director of Public Works has requested a second 90-day extension and has shown hardship to the satisfaction of the Common Council.

NOW, THEREFORE, BE IT RESOLVED: That the current Director of Public Works is hereby granted a second 90-day extension of the department head residency requirement.

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

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III

Res. No. _____ - 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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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Res. No. - 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.

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.

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 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.

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.

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. December 17, 2012.

Your Committee met and discussed residency requirements for Sandy Rohrick and Scott Isacs and recommends the approval of an extension of the residency requirements.

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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9491 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her 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

VII

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VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9789 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her 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

IV

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VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7934 be denied based upon his failure to accurately reveal all relevant convictions on his 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

IV

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #7760 be denied based upon her record of violations related to the licensed activity and her 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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License # 9676 be denied based upon her record of violations related to the licensed activity and her 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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. December 17, 2012.

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 Taxicab Driver's License #9791 be denied based upon his failure to accurately reveal all relevant convictions on his application and his record of violations related to the licensed activity.

_____ Committee.

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

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

IV

VIII

R. C. No. _____ - 12 - 13. By FINANCE. December 17, 2012.

Your Committee to whom was referred Res. No. 105-12-13 by Alderperson Hammond being a RESOLUTION AUTHORIZING THE BORROWING OF \$3,000,000; AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER UTILITY BONDS, SERIES 2013 THEREFOR; 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

XIII

III

4.2

Res. No. 105 - 12 - 13. By Alderperson Hammond. December 3, 2012.

A RESOLUTION AUTHORIZING THE BORROWING OF \$3,000,000; AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER UTILITY REVENUE BONDS, SERIES 2013 THEREFOR.

WHEREAS, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for the purpose of paying or reimbursing the costs of constructing, extending, adding to and improving the Water Utility, including financing a wash tank and water main projects (the "Project"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 66.0621, Wisconsin Statutes, to borrow money and to issue water utility revenue bonds for such public purposes; and,

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue bonds in the amount of \$3,000,000 should be sold at a subsequent meeting of the Common Council.

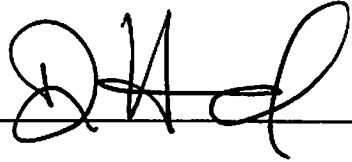
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of THREE MILLION DOLLARS (\$3,000,000) from a purchaser to be determined by subsequent resolution of the Common Council (the "Purchaser").

Finance

Section 2. Conflicting Resolutions; Severability; Effective Date.

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



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. December 17, 2012.

Your Committee to whom was referred Res. No. 106-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2012 Budget (establishing appropriation for Mead Library Office Equipment maintenance from Future Capital reserves); 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

4.3

Res. No. 106 - 12 - 13. By Alderperson Hammond. December 3, 2012.


A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establishing appropriation for Mead Library Office Equipment maintenance from Future Capital reserves:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Mead Library Fund Future Capital 255-253000	Mead Library Fund Office Equipment Maintenance 25551120-523110	\$4,013.70

Finance



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

72

III

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Gen. Ord. No. _____ - 12 - 13. By Alderperson Heidemann,
Bohren and Wangemann. December 17, 2012.

AN ORDINANCE amending Sections 122-403, 122-404 and 122-405 of the
Municipal Code relating to sewers and sewerage disposal.

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

Section 1. Section 122-403 of the Municipal Code entitled,
"Categories of Users; Amounts; Reassignment - City of Sheboygan", is
hereby amended to read as follows:

"Sec. 122-403. Categories of Users; Amounts; Reassignment -
City of Sheboygan

(a) Category A. Category A users of the City Wastewater
treatment system

Shall be subject to the following:

(1) Definition: The term "category A" is defined as
normal domestic strength wastewater, that is,
wastewater having concentrations of biochemical oxygen
demand (BOD) no greater than 140 mg/l, suspended
solids no greater than 188 mg/l, and total phosphorus
no greater than 4.2 mg/l.

(2) Amount: The sewer service charge for category A
wastewater is as follows:

a. Fixed charge, \$24.17 per quarter.

b. Volume charge, \$1.54 total charge per 100 cubic
feet.

(b) Category B. Category B users of the City Wastewater
treatment system

Shall be subject to the following:

(1) Definition: The term "category B" is defined as
wastewater having concentrations of biochemical oxygen
demand greater than 140 mg/l, suspended solids greater
than 188 mg/l, and phosphorous greater than 4.2 mg/l.

Users whose wastewater exceeds the concentrations for
any one of these parameters shall be in category B.
The minimum category B charge will be based on a
concentration of not less than 140 mg/l for BOD, 188
mg/l for suspended solids, and 4.2 mg/l for
phosphorous.

(2) Amount: The sewer service charge for category B
wastewater is as

Follows:

a. Fixed Charge - \$24.17 per quarter;



- b. If billing is on a monthly basis, \$8.06 per month.
- c. Volume Charge, \$1.54 per 100 cubic feet
- d. Surcharge, total (per pound):
 - 1. BOD greater than 140 mg/L, \$0.2279.
 - 2. Suspended Solids greater than 188/mg/L, \$0.1587.
 - 3. Phosphorus greater than 4.2 mg/L, \$4.3386.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	= Charge to sewer user for collection and treatment of wastewater
F	= Fixed charge per billing period
B	= Concentration of BOD in mg/l in the wastewater
B ^R	= Concentration of BOD in mg/l as defined for Category A users
S	= Concentration of suspended solids in mg/l in the wastewater
S ^R	= Concentration of suspended solids in mg/l as defined for Category A users
P	= Concentration of phosphorus in mg/l in the wastewater
P ^R	= Concentration of phosphorus in mg/l as defined for Category A users
V	= Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C ^V	= Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C ^B	= Cost per pound of BOD
C ^S	= Cost per pound of suspended solids
C ^P	= Cost per pound of phosphorus
.00624	= Conversion factor

- (c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary
- (d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended

solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

- (1) Samples collected shall be flow-proportional 24-hour composite samples.
- (2) Sampling periods shall be two consecutive days during normal operation.
- (3) Flow-weighted average may be used if data is presented.
- (4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
- (5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
- (6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 8. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. Categories of users; amounts; reassignment for other municipalities.

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	\$0.2552	\$0.2552	\$0.2552	\$0.2552	\$0.2552
Debt retirement	<u>0.1614</u>	<u>0.1614</u>	<u>0.1614</u>	<u>0.1614</u>	<u>0.1614</u>
Total volume charge, per 1,000 gallons:	0.4166	0.4166	0.4166	0.4166	0.4166
Surcharges:					

BOD	0.2279	0.2279	0.2279	0.2279	0.2279
Suspended Solids	0.1587	0.1587	0.1587	0.1587	0.1587
Phosphorus	4.3386	4.3386	4.3386	4.3386	4.3386 "

Section 9. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (1) Septic tank sludge, \$44.00 per 1,000 gallons.
- (2) Holding tank sewage, \$5.00 per 1,000 gallons.
- (3) "Other" hauled wastewater:

- a. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

- b. Amount: The sewer service charge for "Other" hauled wastewater is as follows:

1. Volume Charge, \$0.3937 per 1000 gallons.
2. Surcharge, total (per pound):
 1. \$0.2279 per pound of BOD
 2. \$0.1587 per pound of suspended solids
 3. \$4.3386 per pound of phosphorus

- c. Computation. The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and sections 1 and 2 of this subsection or in accordance with section 3 of this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 Section 122-403(b)(3) for definitions.

1. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.
2. The discharge fee per 1,000 gallons shall be determined on the result of subsection (3)c.1 of this section, multiplied by 1.25.

3. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 10. 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 Roeseler. December 17, 2012.

AN ORDINANCE amending Section 29-3(a) of the 1975 Sheboygan Municipal Code relating to residency of department heads so as to provide for possible 90-day hardship extensions.

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

Section 1. Section 29-3(a) of the 1975 Sheboygan Municipal Code is hereby amended in the last sentence thereof, so that, as amended, said sentence shall read as follows:

"In the event that any such department head or member of a board or commission does not meet the foregoing requirement, his office or position shall be automatically forthwith vacated and such vacancy shall be filled in the manner prescribed by law or ordinance; provided, however, that the common council, in its discretion, may authorize by resolution ninety (90) day extensions of said requirement for an individual upon a showing of hardship."

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



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Gen. Ord. No. _____ - 12 - 13. By Alderperson Heidemann. December 17, 2012.

AN ORDINANCE creating additional parking limits on the west side of Gateway Drive from Behrens Parkway to its terminus.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," no parking shall be permitted on the west side of Gateway Drive from 365 feet north of the north curb line of Behrens Parkway to 865 feet north of the north curb line of Behrens Parkway.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

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 Heidemann. December 17, 2012.

AN ORDINANCE adding parking limitations on the east side of Gateway Drive from Behrens Parkway to its terminus.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," the east side of Gateway Drive from 365 feet north of the north curb line of Behrens Parkway to 865 feet north of the north curb line of Behrens Parkway is hereby added to the list of locations where no parking is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

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 Heidemann. December 17, 2012.

AN ORDINANCE creating a zone limits so as to create a parking zone on the south side of Heller Avenue between N. 16th Street and N. 15th Street where no parking, standing, or stopping is permitted between 7 a.m. and 4 p.m. on school days.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the south side of Heller Avenue from the east curb line of N. 16th Street to 88 feet east of the east curb line of N. 15th Street is hereby added to the list of locations where no parking, standing, or stopping is permitted between 7 a.m. and 4 p.m. on school days.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

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



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VI

4.3

R. O. No. 196 -12-13. By CITY PLAN COMMISSION. November 19, 2012.

Your Commission to whom was referred Gen. Ord. No. 38-12-13 and R. O. No. 180-12-13 amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 1020 Superior Ave from NR Neighborhood Residential to NC Neighborhood Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 13, 2012, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

*His over
to Dec. 17th*

Development Manager

84

II

IX

8.3

Gen. Ord. No. 38 - 12 - 13. By Alderpersons Carlson, Versey, Matichek and Donohue. November 5, 2012.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1020 Superior Ave. from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification:

Property located at 1020 Superior Ave. more particularly described as:

Being the west 2' of Lot 3 and the east 28' of Lot 4, Blk. 11 of the Original Plat of the City of Sheboygan, being located in the NW ¼ of the NW ¼ of Section 23, T15N, R23E in the City of Sheboygan, Sheboygan County, Wisconsin

City Plan

22

22

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.

Prof. J. W.
Eric J. J. J.
M. J.
Myrtle M. M.

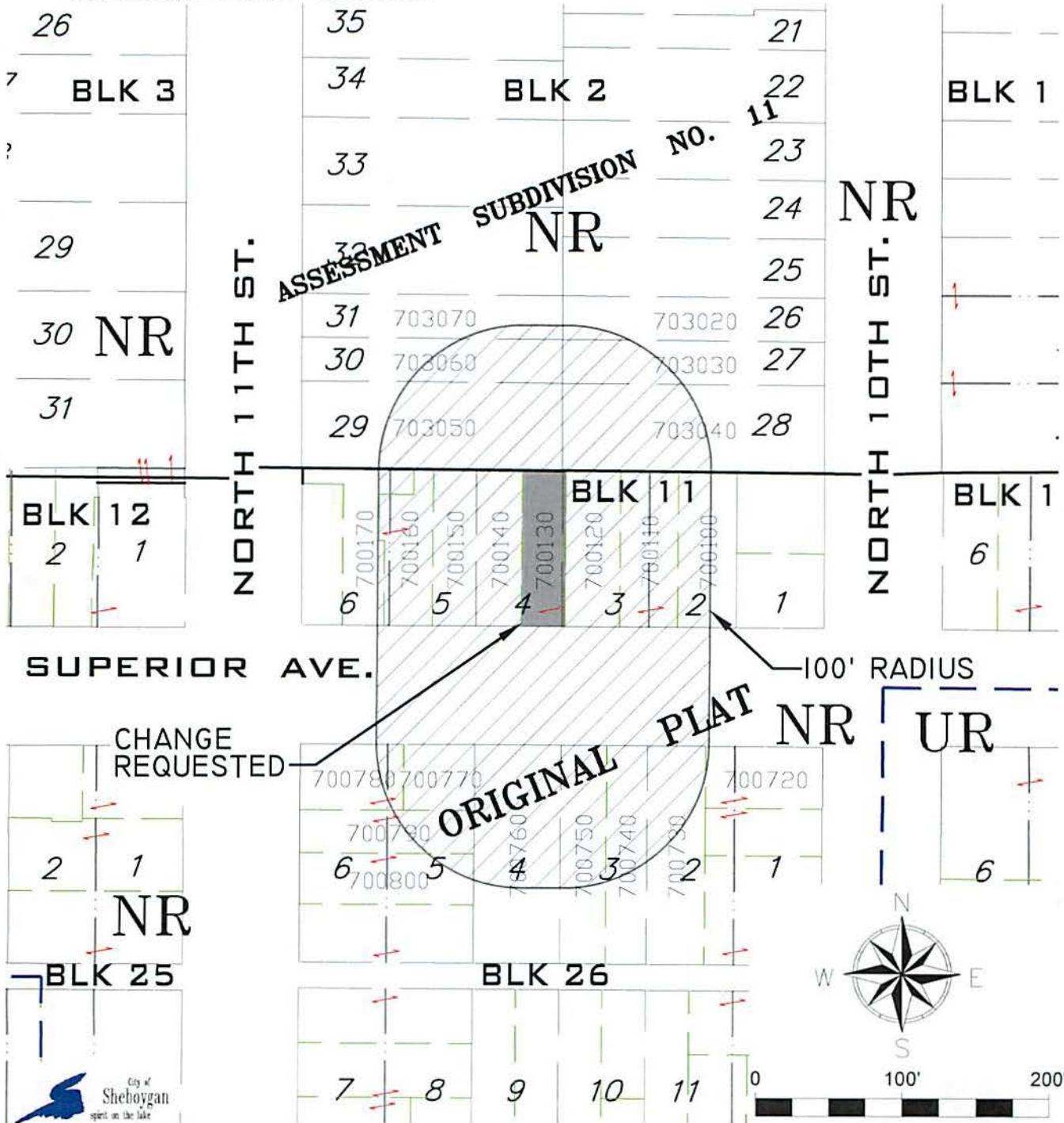
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM NR TO NC SECTION 23, T. 15 N., R. 23 E.

BEING THE WEST 2' OF LOT 3 AND THE EAST 28' OF LOT 4, BLOCK 11 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN SHEBOYGAN COUNTY WISCONSIN.



II

5.8

R. O. No. 180 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting an application from Thomas Mantz for a change in the zoning classification of property located 1020 Superior Ave. from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification.

City Plan



City Clerk

2.8

III

18

James F. Edwards

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

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

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

1. APPLICANT INFORMATION

APPLICANT: THOMAS G Mantz PHONE NO.: (920)366-8625
ADDRESS: 847 W. ST. FRANCIS ROAD
DE PERE, WI 54115 E-MAIL: mantztiger@sbcglobal.net
OWNER OF SITE: THOMAS G. Mantz PHONE NO.: (920)366-8625

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1020 SUPERIOR AVE, SHEBOYGAN, WI.
LEGAL DESCRIPTION: The West 2 feet of Lot 3 and the East 28 feet of Lot 4 Block 11 Original Plat of City of Sheboygan
PARCEL NO. 59281700130 MAP NO. _____
EXISTING ZONING DISTRICT CLASSIFICATION: NR
PROPOSED ZONING DISTRICT CLASSIFICATION: NC
BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____
VACANT AS OF SEPT., 20, 2012 (* = SEE ATTACHMENT #1)
BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: OFFICE/
RETAIL / COMMERCIAL

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

N.A.

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

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

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

SEE ATTACHMENT # 1 $\frac{1}{3}$ # 2

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

This property has been used as a "Commercial" property since "at least" the 1950's until the present, (See Attach. # 1) and has been a tremendous benefit to the neighborhood in many ways. The property is well maintained and exterior remodeling was approved in 1998 by The Sheboygan Planning and Architectural Committee (See Attach. # 2)

4. CERTIFICATE

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

Th. G. Mantz
APPLICANT'S SIGNATURE

10-26-12
DATE

Thomas G. Mantz
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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

Property Address: 1020 Superior Avenue, Sheboygan, WI.
Owner: Tom Mantz
Request: Rezone to NC

The purpose of the rezone is to eliminate a variance application to the Board of Appeals and “jumping through hoops” every time a current or new tenant wants to rent the property. It is also necessary to rezone this property, in case I decide to market the property for sale.

The rezone is justified by the fact that this building has been used as a “Commercial” building since at least the 1950’s, if not before.

The lower portion of the building was never designed or used as residential, only as commercial (see Attachment #1 “Tenant History”). Also you may view (Attachment #2), which is an architectural drawing approved by the Sheboygan Architectural & Planning Committee in 1998. Also view (Attachment #3), which are photos of the property from an appraisal done in 1999 and current photos taken 10/29/12 (Attachment #4).

The rezone would benefit and not impact the adjoining residences/neighborhood by “upgrading” the neighborhood through office/retail business giving it a more professional appearance, which it has been for many years. Businesses at this location, with the help of myself (Tom Mantz, owner for 22 years), have maintained cleanliness and excellent upkeep to the property, as well as its surroundings.

Former businesses have been an excellent “watch-dog” for crime, therefore being an asset for the neighbors & police. As a local business owner (Mantz Vac Center, 1320 Michigan Avenue, Sheboygan) for over 37 years, I am aware of the importance of maintaining a good appearance and image. I have always attempted to rent to quality individuals and businesses.

In all the years I have owned this property, I have never received a complaint from the surrounding neighbors.

Thank you for your time in this matter.

Sincerely,



Tom Mantz, owner of property

ATTACHMENT # 1

Tenant History of 1020 Superior Avenue

<u>Approx. Dates</u>	<u>Tenants</u>	<u>Use</u>
1950's-1960's	Erbstoessers's Grocery&Meat Market	Retail
1970's-1987	Bower's Insurance Konz 1 st Realty E & K Hauling	Office/Sales Retail Estate Office
1987-1993	T.M. Marketing	Office/Sales
1993-1997	National Driving Council, Inc.	Office/Tele-Mkting Sales
1997-1999	Entertainment Books	Office
1999-2008	Genesis Behavioral	Drug&Acohol Counseling for the County
2008-2010	Mantz Vac Center	Storage/Office Clerical
2010-2011	Latinos Americas	Office/Classes
2012-9/20/12	Kays Fashion & Candy Store	Retail

NOTE: Tom Mantz purchased the property in 1993 while operating T.M. Marketing, he is still the existing owner.

~~VI~~

6.1

Gen. Ord. No. 40 - 12 - 13. By Alderperson Van Akkeren, Carlson,
Heidemann, Lessard and Wangemann. December 3, 2012.

AN ORDINANCE amending Section 122-16 of the City of Sheboygan Municipal Code so as to bring it up to date with state code changes.

Section 1. Section 122-16 of the Sheboygan Municipal Code, entitled "Cross connection control" is hereby created to read as follows:

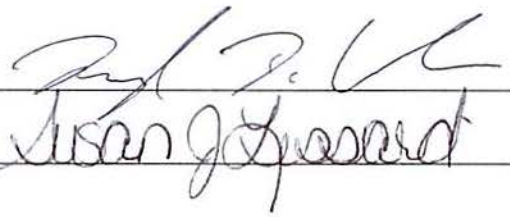
"Sec. 122-16 Cross connection control

- (a) A cross connection means a connection or potential connection between any part of a water supply system and another environment containing substances in a manner that, under any circumstances, would allow the substances to enter the water supply system by means of back siphonage or back pressure.
- (b) No person shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the Utility may enter the supply or distribution system of the Utility unless such private auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the plumbing inspector and in accordance with section NR 810.15(2) Wis. Admin. Code.
- (c) It shall be the duty of the plumbing inspector or Water Utility to cause inspections to be made of all properties served by the public water system where cross connection with the public water system is deemed possible.
- (d) Upon presentation of credentials, the representative of the Utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system for cross connections. If entry is refused, such representative shall obtain a special inspection warrant under W.S.A., § 66.0119. On request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system on such property.
- (e) The Sheboygan Water Utility is authorized and directed to discontinue water service to any property wherein any connection in violation of this section and/or State Plumbing Code, Chapter SPS 382.41, Wis. Admin. Code, exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after

reasonable notice and opportunity for hearing under W.S.A., ch. 68, except as provided therein. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with this section.

- (f) If it is determined by the Sheboygan Water Utility that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action and a written finding to that effect is filed with the Utility clerk and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under W.S.A., ch. 68 within ten days of such emergency discontinuance.
- (g) This section does not supersede the state plumbing code and city plumbing ordinances, but is supplementary to them."

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

COMMON COUNCIL

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

EIGHTEENTH REGULAR MEETING

The Council met: Monday, December 17, 2012.

Aldersperson Hammond in the Chair:

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

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

Absent and Excused: Kath • 1.

On motion by Aldersperson Hammond and second by Aldersperson Carlson, the reading of the minutes of the Seventeenth Regular Meeting held December 3, 2012 were approved as entered on the record, all Alderspersons present voting "Aye".

MAYOR'S APPOINTMENTS

December 17, 2012

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Peter Fetterer to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Jonathan Dolson whose term expires 4/22/13.

Mayor Terry Van Akkeren

Lies over under the rules.

On motion by Aldersperson Hammond and second by Aldersperson Carlson, the following documents notated with an asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

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

Nays: None.

PUBLIC FORUM

Milt Storm, 1736 Marvin Ct. Mike Brunette, 1925 S. 26th St. spoke.

MAYOR'S ANNOUNCEMENTS

HEARINGS

Hearing No 8 - 12 - 13. December 17, 2012.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class NR Neighborhood Residential to NC Neighborhood Commercial Classification:

Property located at 1020 Superior Ave. more particularly described as:

Being the west 2' of Lot 3 and the east 28' of Lot 4, Blk. 11 of the Original Plat of the City of Sheboygan, being located in the NW ¼ of the NW ¼ of Section 23, T15N, R23E in the City of Sheboygan, Sheboygan County, Wisconsin

All interested persons will now be heard.

No persons appeared regarding this hearing and on motion by Aldersperson Hammond and second by Aldersperson Carlson, the foregoing hearing was closed, all Alderspersons present voting "Aye".

REPORTS OF OFFICERS

***R. O. No. 217 - 12 - 13. By BOARD OF ELECTRICAL & HEATING EXAMINERS. December 17, 2012**

Pursuant to State of Wisconsin Comm. 5 and City of Sheboygan Municipal Code, Section 26-355, the following licenses have been issued:

<u>APPLICATION #</u>	<u>NAME AND ADDRESS</u>	<u>TYPE OF LICENSE</u>
1458	John Mickol N73W28919 Bark River Rd Hartland, WI 53029	Electrical Contractor

***R. O. No. 218 - 12 - 13. By BOARD OF CONTRACTORS EXAMINERS. December 17, 2012.**

Attached hereto we are submitting applications for Building Contractor Licenses already GRANTED:

340	Daniel Nyhof N2013 Frontage Rd Oostburg, WI 53070	Carpenter Contractor
2378	Chris Frost 1665 Patton St. Green Bay, WI 54301	Carpenter Contractor
2381	Bobbie Jo Smith 2101 Randolph Ave New Holstein, WI 53061	Carpenter Contractor
2385	Nathan Radue 522 Lime Kiln Rd Green Bay, WI 54302	Carpenter Contractor
2386	Brad Crowley N92W15600 Megal Dr Menomonee Falls, WI 53051	Carpenter Contractor

***R. O. No. 219 - 12 - 13. By CITY CLERK. December 17, 2012.**

Submitting a copy of the updated ByLaws of the Sheboygan Harbor Centre Business Improvement District specifically changing the term of Board members to a calendar year.

***R. O. No. 220 - 12 - 13. By CITY CLERK. December 17, 2012.**

Submitting various license applications.

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2008	Theater for Young Audiences	2425 S. 11 th St. – one-day event to be held 2/16/13 at Acuity Bldg. dining area.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1945	A & M Trees LLC	7230 Sauk Trail Rd.
2797	Always In Season Landscaping	81 Center, Oostburg
2056	Autumn Ridge Landscaping	1244 Heermann Ct.
2893	Camo Property Services	N4515 Van Treeck Tr., Sheb. Falls
1059	Castle Pine Land Improv.	W2626 Schneider Rd., Sheboygan Falls
1084	Courtyard Landscape Services	W2869 Wilson Lima Rd., Oostburg
2886	Creative Gardens Lanscaping	721 N. Franklin St.
2435	Curb It LLC	W7500 Shady Ln, Plymouth
1843	Dauns Professional Lawns LLC	4512 White Oak Ln.
2790	Five Star Property Services	1036 Ontario Ave.
2110	Four Seasons Property Care	2029 N. 27 th Pl.
1176	Grass Cuts Lawn Service	2532 S. 14 th St.
1798	Greenscape	4837 Stonefield Rd.
1154	Harolds Landscaping & Exc.	W4740 Cty MM, Elkhart Lake
1816	JB Lawn Care	4425 Lakeshore Rd.
1173	Jerrys Lawn & Grounds Serv.	2913 S. 17 th St.
1200	Lakeside Lawn Service Inc.	N2222 Foster Rd. S, Oostburg
1202	Landmark Landscape Inc.	W3923 Cty O, Sheboygan Falls
2617	Lawn Ranger	2622 Grey Fox Ct.
1985	Otter Creek Landscape Co.	N6625 Hwy 57, Plymouth
1999	Professional Landscaping LLC	836 Wisconsin Ave., Oostburg
1308	Salms Tree Service	920 Dillingham Ave.
1315	Schmidts Landscaping	W3127N Cty A., Sheboygan Falls
1951	Scotty Landscape Supply	3823 Enterprise Dr.
1322	Serenity Farm Lanscaping	2803 Old Park Rd.
1385	Stevie B's Landscaping	N7332 Lakeshore Rd.
2473	Stump Eliminators, LLC	726 N. 5 th St.
2610	Superior Lawn & Garden, LLC	6510 Superior Ave., Kohler
1943	T & M Law Builders/Care LLC	N4338 Claver Ct., Sheboygan Falls
1770	TDN Utility Services	1075 Fond Du Lac Ave., Sheb. Falls
2132	Top Notch Tree & Stump Rem.	931 Beech St., Cleveland

2280 Trepanier's Law & Snow W5975 Pheasant Ln., Plymouth
 2695 Undercut Tree Removal 939 N. 29th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1001	Accent Therapeutics	3119 Main Ave.
1685	Bonelli, Robyn	1812 Superior Ave.
2727	Bonjour Massage	1327 N. 8 th St.
2258	Curative Therapies LLC	604 Erie Ave.
2441	Darling Therapies	604 Erie Ave.
2180	Donna Grady – Massage Therapy	809 N. 8 th St.
1112	Entourage Salon & Spa	726 Michigan Ave.
2871	Hands in Motion	1224 Weeden Creek Rd.
2437	Haven Hands	3144 Wilgus Ave.
2792	Integrated Health Therapies	833 Pennsylvania Ave.
2689	Integrated Massage Therapy	1014 Dillingham Ave.
2868	Intouch	314 Niagara Ave.
1205	Jomaji Salon & Spa Inc.	682 South Pier Dr.
2463	Professional Massage Therapy	1509 N. 13 th St.
2496	Salus Face and Body Studio	1327 N. 8 th St.
1717	Sheboygan Memorial Medical	2629 N. 7 th St.

SECONDHAND JEWELRY/ARTICLE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1741	BJ's Shooters Supply & Repair	1822 N. 12 th St.
1109	Ehrmans Fine Jewelry	815 N. 8 th St.
2777	Freaktoyz	526 N. 8 th St.
1132	Gibson Girls	322 Bell Ave.
2852	Heritage Showcase LLC	1614 Indiana Ave.
1187	Kisiolek Jewelers	1103 N. 8 th St.
2297	Music Boxx LLC	1119 N. 8 th St.
1302	Rudnick Jewelers	919 N. 8 th St.
1320	Scroggins Jewelers	621 N. 8 th St.
2785	Victory Games	1310 Union Ave.

R. O. No. 221 - 12 - 13. By DEVELOPMENT MANAGER. December 17, 2012.

Submitting a request from Chad Pelishek, Development Manager, requesting that the 8th Street Boat Launch closure be extended until June 15, 2013.

Ryba Terra Joint Venture, the contractor performing the dredging work upstream of the 8th Street bridge will be completed with the dredging work by December 31, 2012, however, they are required to place a sand cap on top of the areas that have been dredged in Spring 2013. In order to load the barge with sand, the 8th Street boat launch will be utilized. Estimated timeline to complete the work is 1.5 months.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Officer was accepted and placed on file on call of the roll:

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

Nays: None.

R. O. No. 222 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank vs. Valerie Strickler et al.
 Was referred to the Committee on Finance.

R. O. No. 223 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Petition granting John Golde Deposition in the matter of Annalee Kruger – Pedestrian/Bus Accident.
 Was referred to the Committee on Finance.

R. O. No. 224 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

Was referred to the Committee on Finance.

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.
Was referred to the Committee on Finance.

R. O. No. 226 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.
Was referred to the Committee on Law and Licensing.

R. O. No. 227 - 12 - 13. By BUILDING INSPECTION DEPARTMENT. December 17, 2012.

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

R. O. No. 228 - 12 - 13. By BUILDING INSPECTION DEPARTMENT. December 17, 2012.

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

R. O. No. 229 - 12 - 13. By BUILDING INSPECTION DEPARTMENT. December 17, 2012.

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

R. O. No. 230 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a communication from Daniel J. Wiltey requesting a waiver from the Sex Offender Residency restrictions in order to live at 925A Michigan Ave.
Was referred to the Committee on Public Protection and Safety.

R. O. No. 231 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a communication from Darrell Johnston requesting a waiver from the Sex Offender Residency restrictions in order to live at 1513 Illinois Ave.
Was referred to the Committee on Public Protection and Safety.

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.
Was referred to the Committee on Public Works.

RESOLUTIONS INTRODUCED

***Res. No. 110 - 12 - 13. By Alderperson Hammond. December 17, 2012.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the pro-visions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

***Res. No. 111 - 12 - 13. By Alderperson Hammond. December 17, 2012.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

***Res. No. 112 - 12 - 13. By Alderperson Hammond. December 17, 2012.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2012 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the pro-visions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

***Res. No. 113 - 12 - 13. By Alderperson Hammond. December 17, 2012.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2012 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2013. Any payments received after May 1, 2013, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the pro-visions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2012, as is set forth in Section 106-54(a) of the Municipal Code.

Res. No. 114 -12-13. By Alderperson Hammond. December 17, 2012

A RESOLUTION ordering the 2013 Budget appropriations for the City of Sheboygan Water Utility fund.

RESOLVED: That the total appropriations be established as the 2013 Budget as follows:

REVENUE	Water Utility <u>Fund</u>
Total Sales of Water	\$ 5,393,247
Other Operating Revenue (Sales)	1,697,982
Non-Operating Revenue	119,435
Contribution in Aid of Construction	<u>10,000</u>
TOTAL REVENUE	\$ 7,220,664
EXPENDITURES	
Water Utility	
Labor	1,372,017
Source of Supply Expense	19,100
Pumping Expenses	504,720

Water Treatment Expenses	543,000
Transmission & Dist. Expenses	272,000
Customer Account Expenses	64,800
Administrative & General Expense	852,214
Taxes	1,089,808
Capital Outlay	4,158,800
Interest Expense on Bonds	<u>327,255</u>
TOTAL EXPENDITURES	\$ 9,203,714
Estimated cash balance as of 12/31/2012	\$ 4,119,212
Revenues	7,220,664
Expenditures	<u>(6,767,211)</u>
Estimated cash balance as of 12/31/2013	\$ 4,572,665

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

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

Res. No. 115 - 12 - 13. By Alderperson Roeseler. December 17, 2012.

A RESOLUTION authorizing an additional 90-day extension of the department head residency requirement for the Director of Public Works.

WHEREAS, pursuant to Sec. 29-3(a) of the 1975 Sheboygan Municipal Code, as amended, all department heads that are appointed by the Mayor with approval of the Common Council, as well as the police chief and fire chief, shall be residents of the City within six (6) months of their hiring, but provides that the Common Council, in its discretion, may authorize by resolution ninety (90) day extensions of said requirement for an individual, upon a showing of hardship; and

WHEREAS, the current Director of Public Works has requested a second 90-day extension and has shown hardship to the satisfaction of the Common Council.

NOW, THEREFORE, BE IT RESOLVED: That the current Director of Public Works is hereby granted a second 90-day extension of the department head residency requirement.

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

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

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.

Was referred to the Committee on Public Works.

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.

Was referred to the Committee on Salaries and Grievances.

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.

Was referred to the Strategic Fiscal Planning Committee.

Res. No. 119 - 12 - 13. By Alderperson Hammond. December 17, 2012.

A RESOLUTION directing the Strategic Fiscal Planning Committee to meet and establish goals, objectives and timeline for the 2014 budgeting process and beyond.

Was referred to the Strategic Fiscal Planning Committee.

REPORTS OF COMMITTEES

***R. C. No. 289 - 12 - 13. By FINANCE. December 17, 2012.**

Your Committee to whom was referred R. O. No. 197-12-13 by the City Clerk submitting a claim from Lorri Stetter for alleged damages to her vehicle when a leaf truck was picking up leaves and the hose hit the back of her jeep; recommends that the document be accept and placed on file and to pay the claim in the amount of \$570.78.

***R. C. No. 290 - 12 - 13. By FINANCE. December 17, 2012.**

Your Committee to whom was referred R. O. No. 201-12-13 by the City Clerk submitting a claim from Johnston's Bakery, Inc., for alleged damages to their property when Visu Sewer relines over the sewer connection to their property and clogged the drains; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 291 - 12 - 13. By FINANCE. December 17, 2012.**

Your Committee to whom was referred R. O. No. 139-12-13 by the City Clerk submitting a claim from Sean Hurley for alleged damages to his vehicle when he was stopped on S. 10th St. waiting to turn onto Indiana Ave. and a Police vehicle pulled up alongside and struck the tail light and quarter panel of his vehicle; recommends that the document be placed on file.

***R. C. No. 292 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. December 17, 2012.**

Your Committee to whom was referred R. O. No. 212-12-13 by the City Clerk submitting a communication from St. Dominic Building and Grounds Committee requesting that the signs posted on N. 21st St. and Cleveland Ave. that say "no parking 7 a.m. to 4 p.m. on school days" be removed as the school was permanently closed in June; recommends that the document be accepted and placed on file.

***R. C. No. 293 - 12 - 13. By PUBLIC WORKS. December 17, 2012.**

Your Committee to whom was referred R. O. No. 216-12-13 by the City Clerk submitting a communication from Van Der Vaart, Inc., requesting permission to put up "Attention Getter" signs on city-owned property during The Sheboygan Home Expo 2013 to be held at Blue Line Ice Center; recommends that the Report of Officer be accepted and placed on file and to approve the request.

***R. C. No. 294 - 12 - 13. By PUBLIC WORKS. December 17, 2012.**

Your Committee to whom was referred R. O. No. 192-12-13 by the City Clerk submitting a communication from Alderperson Lewandoske requesting that the City place life rings on the pier and look into doing this in the hope that it can help prevent drowning in the future; recommends that the document be placed on file.

R. C. No. 295 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. December 17, 2012.

Your Committee to whom was referred R. O. No. 214-12-13 by the Purchasing Agent submitting for final review a DRAFT Request for Proposals (RFP) for an Operational and Departmental Structure Study of the Sheboygan Fire Department as requested by the Council in early November 2012; recommends that the document 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: Bohren, Carlson, Dekker, Donohue, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 10.

Nays: Belanger, Hammond, Heidemann, Matichek, Versey • 5.

***R. C. No. 296 - 12 - 13. By LAW AND LICENSING. December 17, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 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>
9780	Schwinn, April M.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>
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7788 DeGroat, Shawn
 9774 Rodriguez Correa, Angel Noe

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. 297 - 12 - 13. By LAW AND LICENSING. December 17, 2012.**

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 the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
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1172	Campbell, Christopher R.
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TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
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9807	Molitor, Justin J.
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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. 298 - 12 - 13. By LAW AND LICENSING. December 17, 2012.**

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:

CHANGE OF AGENT

Martin Corson is being replaced by Amanda Beniger as agent for Ashley's Bar & Grill effective immediately.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
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9808	Herrmann, Kevin C.
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9818	Kittle, Michelle L.
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9809	Lulloff, Halden P.
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9821	Remiker, Kristen S.
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9816	Roehl, Heather M.
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9817	Rood, Erin P.
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9820	Schroeder, Toni M.
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9811	Steinbruecker, James T.
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9815	Voechting, Brittnay A.
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9813	Wyman, Anthony G.
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TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
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9814	Maldonad, Silvestre Torres
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9819	Stevens, Mark A.
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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. 299 - 12 - 13. By SALARIES AND GRIEVANCES. December 17, 2012.

Your Committee met and discussed residency requirements for Sandy Rohrick and Scott Isacs and recommends the approval of an extension of the residency requirements.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 300 - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9491 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the foregoing Report of Committee was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 301 - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9789 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the foregoing Report of Committee was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 302 - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7934 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the foregoing Report of Committee was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 303 - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #7760 be denied based upon her record of violations related to the licensed activity and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the foregoing Report of Committee was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 304 - 12 - 13. By LAW AND LICENSING. December 17, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9676 be denied based upon her record of violations related to the licensed activity and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the foregoing Report of Committee was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

R. C. No. 305 - 12 - 13. By LAW AND LICENSING. December 17, 2012.

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 Taxicab Driver's License #9791 be denied based upon his failure to accurately reveal all relevant convictions on his application and his record of violations related to the licensed activity.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the foregoing Report of Committee was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

***R. C. No. 306 - 12 - 13. By SALARIES AND GRIEVANCES. December 17, 2012.**

December 3, 2012

Your Committee to whom was referred Res. No. 107-12-13 by Alderperson Roeseler authorizing the appropriate City Officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2013; recommends that the Resolution be passed.

***R. C. No. 307 - 12 - 13. By SALARIES AND GRIEVANCES. December 17, 2012.**

Your Committee to whom was referred Res. No. 108-12-13 by Alderperson Roeseler authorizing the appropriate City Officials to enter into an agreement with Diversified Benefit Services, Inc., to administer the Flexible Benefit Plan for the period 1/1/2013 through 12/31/2013; recommends that the Resolution be passed.

***R. C. No. 308 - 12 - 13. By SALARIES AND GRIEVANCES. December 17, 2012.**

Your Committee to whom was referred Res. No. 109-12-13 by Alderperson Roeseler authorizing the appropriate City officials to enter into an agreement for providing Shoreline Metro Short Term Disability Insurance for the period 1/1/2013 through 12/31/2013; recommends that the Resolution be passed.

R. C. No. 309 - 12 - 13. By FINANCE. December 17, 2012.

Your Committee to whom was referred Res. No. 105-12-13 by Alderperson Hammond being a RESOLUTION AUTHORIZING THE BORROWING OF \$3,000,000; AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER UTILITY BONDS, SERIES 2013 THEREFOR; recommends that the Resolution be passed.

Was accepted and adopted.

R. C. No. 310 - 12 - 13. By FINANCE. December 17, 2012.

Your Committee to whom was referred Res. No. 106-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2012 Budget (establishing appropriation for Mead Library Office Equipment maintenance from Future Capital reserves); recommends that the Resolution be passed.

Was accepted and adopted.

***R. C. No. 311 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. December 17, 2012.**

Your Committee to whom was referred Gen. Ord. No. 39-12-13 by Alderperson Hammond relating to one-hour parking limits so as to add parking limits on the south side of Geele Ave. between Calumet Dr. and N. 15th St.; recommends passing the Ordinance.

RESOLUTIONS ON SECOND READING

***Res. No. 107 - 12 - 13. By Alderperson Roeseler. December 3, 2012.**

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2013.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2013 through December 31, 2013, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

***Res. No. 108 - 12 - 13. By Alderperson Roeseler. December 3, 2012.**

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period 1/1/2013 through 12/31/2013.

WHEREAS, the City allows employees to enroll in a flexible spending program;

RESOLVED: That the appropriate officers of the City of Sheboygan enter into a Flexible Benefit Plan Agreement for Service for the time period 1/1/2013 through 12/31/2013.

***Res. No. 109 - 12 - 13. By Alderperson Roeseler. December 3, 2012.**

A RESOLUTION authorizing the appropriate City officials to enter into an agreement for providing Shoreline Metro Short Term Disability Insurance for the period 1/1/2013 through 12/31/2013.

RESOLVED: That the appropriate officers of the City of Sheboygan enter into agreement with The Standard for service for the term to coincide with the expiration of the current Reliance Standard contract.

Res. No. 105 - 12 - 13. By Alderperson Hammond. December 3, 2012.

A RESOLUTION AUTHORIZING THE BORROWING OF \$3,000,000; AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER UTILITY REVENUE BONDS, SERIES 2013 THEREFOR.

WHEREAS, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for the purpose of

December 3, 2012

paying or reimbursing the costs of constructing, extending, adding to and improving the Water Utility, including financing a wash tank and water main projects (the "Project"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 66.0621, Wisconsin Statutes, to borrow money and to issue water utility revenue bonds for such public purposes; and,

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue bonds in the amount of \$3,000,000 should be sold at a subsequent meeting of the Common Council.

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

Section 1. Authorization of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of THREE MILLION DOLLARS (\$3,000,000) from a purchaser to be determined by subsequent resolution of the Common Council (the "Purchaser").

Section 2. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

Res. No. 106 - 12 - 13. By Alderperson Hammond. December 3, 2012.

A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establishing appropriation for Mead Library Office Equipment maintenance from Future Capital reserves:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Mead Library Fund	Mead Library Fund	
Future Capital	Office Equipment Maintenance	
255-253000	25551120-523110	\$4,013.70

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

ORDINANCES ON SECOND READING

***Gen. Ord. No. 39 – 12 – 13. By Alderperson Heidemann. November 19, 2012.**

AN ORDINANCE relating to 1-hour parking limits so as to add parking limits on the south side of Geele Ave. between Calumet Dr. and N. 15th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the south side of Geele Ave. from 200 feet east of the east curb line of Calumet Dr. to 398 feet east of the east curb line of Calumet Dr. is hereby added to the list of locations with a 1-hour parking limit.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

ORDINANCES INTRODUCED

Gen. Ord. No. 41 – 12 – 13. By Alderperson Heidemann, Versey, Belanger, Bohren and Wangemann. December 17, 2012.

AN ORDINANCE amending Sections 122-403, 122-404 and 122-405 of the Municipal Code relating to sewers and sewerage disposal.

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

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan", is hereby amended to read as follows:

"Sec. 122-403. Categories of Users; Amounts; Reassignment - City of Sheboygan

(a) Category A. Category A users of the City Wastewater treatment system

Shall be subject to the following:

(1) Definition: The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 140 mg/l, suspended solids no greater than 188 mg/l, and total phosphorus no greater than 4.2 mg/l.

(2) Amount: The sewer service charge for category A wastewater is as follows:

- a. Fixed charge, \$24.17 per quarter.
- b. Volume charge, \$1.54 total charge per 100 cubic feet.

(b) Category B. Category B users of the City Wastewater treatment system

Shall be subject to the following:

(1) Definition: The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 140 mg/l, suspended solids greater than 188 mg/l, and phosphorous greater than 4.2 mg/l.

Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 140 mg/l for BOD, 188 mg/l for suspended solids, and 4.2 mg/l for phosphorous.

(2) Amount: The sewer service charge for category B wastewater is as follows:

- a. Fixed Charge - \$24.17 per quarter;
- b. If billing is on a monthly basis, \$8.06 per month.
- c. Volume Charge, \$1.54 per 100 cubic feet
- d. Surcharge, total (per pound):
 - 1. BOD greater than 140 mg/L, \$0.2279.
 - 2. Suspended Solids greater than 188/mg/L, \$0.1587.
 - 3. Phosphorus greater than 4.2 mg/L, \$4.3386.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/l in the wastewater
B ^R	=	Concentration of BOD in mg/l as defined for Category A users
S	=	Concentration of suspended solids in mg/l in the wastewater
S ^R	=	Concentration of suspended solids in mg/l as defined for Category A users
P	=	Concentration of phosphorus in mg/l in the wastewater
P ^R	=	Concentration of phosphorus in mg/l as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C ^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C ^B	=	Cost per pound of BOD
C ^S	=	Cost per pound of suspended solids
C ^P	=	Cost per pound of phosphorus
.00624	=	Conversion factor

- (c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary
- (d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:
 - (1) Samples collected shall be flow-proportional 24-hour composite samples.
 - (2) Sampling periods shall be two consecutive days during normal operation.
 - (3) Flow-weighted average may be used if data is presented.
 - (4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
 - (5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
 - (6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 8. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. Categories of users; amounts; reassignment for other municipalities.
Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	\$0.2552	\$0.2552	\$0.2552	\$0.2552	\$0.2552
Debt retirement	<u>0.1614</u>	<u>0.1614</u>	<u>0.1614</u>	<u>0.1614</u>	<u>0.1614</u>
Total volume charge, per 1,000 gallons:	0.4166	0.4166	0.4166	0.4166	0.4166
Surcharges:					
BOD	0.2279	0.2279	0.2279	0.2279	0.2279
Suspended Solids	0.1587	0.1587	0.1587	0.1587	0.1587
Phosphorus	4.3386	4.3386	4.3386	4.3386	4.3386 "

Section 9. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.
Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (1) Septic tank sludge, \$44.00 per 1,000 gallons.
- (2) Holding tank sewage, \$5.00 per 1,000 gallons.
- (3) "Other" hauled wastewater:
 - a. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.
 - b. *Amount:* The sewer service charge for "Other" hauled wastewater is as follows:

1. Volume Charge, \$0.3937 per 1000 gallons.
2. Surcharge, total (per pound):
 1. \$0.2279 per pound of BOD
 2. \$0.1587 per pound of suspended solids
 3. \$4.3386 per pound of phosphorus
- c. Computation. The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and sections 1 and 2 of this subsection or in accordance with section 3 of this subsection.
$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 Section 122-403(b)(3) for definitions.

 1. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.
 2. The discharge fee per 1,000 gallons shall be determined on the result of subsection (3)c.1 of this section, multiplied by 1.25.
 3. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 10. 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 Heidemann and second by Alderperson Roeseler to suspend the rules of the Common Council was passed by unanimous consent.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

Gen. Ord. No. 42 – 12 - 13. By Alderperson Roeseler. December 17, 2012.

AN ORDINANCE amending Section 29-3(a) of the 1975 Sheboygan Municipal Code relating to residency of department heads so as to provide for possible 90-day hardship extensions.

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

Section 1. Section 29-3(a) of the 1975 Sheboygan Municipal Code is hereby amended in the last sentence thereof, so that, as amended, said sentence shall read as follows:

"In the event that any such department head or member of a board or commission does not meet the foregoing requirement, his office or position shall be automatically forthwith vacated and such vacancy shall be filled in the manner prescribed by law or ordinance; provided, however, that the common council, in its discretion, may authorize by resolution ninety (90) day extensions of said requirement for an individual upon a showing of hardship."

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

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

Gen. Ord. No. 43 – 12 – 13. By Alderperson Heidemann. December 17, 2012.

AN ORDINANCE creating additional parking limits on the west side of Gateway Drive from Behrens Parkway to its terminus.

Was referred to the Committee on Public Protection and Safety.

Gen. Ord. No. 44 – 12 – 13. By Alderperson Heidemann. December 17, 2012.

AN ORDINANCE adding parking limitations on the east side of Gateway Drive from Behrens Parkway to its terminus.

Was referred to the Committee on Public Protection and Safety.

Gen. Ord. No. 45 – 12 – 13. By Alderperson Heidemann. December 17, 2012.

AN ORDINANCE creating a zone limits so as to create a parking zone on the south side of Heller Avenue between N. 16th Street and N. 15th Street where no parking, standing, or stopping is permitted between 7 a.m. and 4 p.m. on school days.

Was referred to the Committee on Public Protection and Safety.

MATTER LAID OVER

R. O. No. 196 -12-13. By CITY PLAN COMMISSION. November 19, 2012.

Your Commission to whom was referred Gen. Ord. No. 38-12-13 and R. O. No. 180-12-13 amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of property located at 1020 Superior Ave from NR Neighborhood Residential to NC Neighborhood Commercial; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 13, 2012, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

Gen. Ord. No. 38 - 12 - 13. By Alderpersons Carlson, Versey, Matichek and Donohue. November 5, 2012.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1020 Superior Ave. from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification:

Property located at 1020 Superior Ave. more particularly described as:

Being the west 2' of Lot 3 and the east 28' of Lot 4, Blk. 11 of the Original Plat of the City of Sheboygan, being located in the NW ¼ of the NW ¼ of Section 23, T15N, R23E in the City of Sheboygan, Sheboygan County, Wisconsin

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.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Officer was accepted and placed on file and the Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

Gen. Ord. No. 40 - 12 – 13. By Alderperson Van Akkeren, Carlson, Heidemann, Lessard and Wangemann. December 3, 2012.

AN ORDINANCE amending Section 122-16 of the City of Sheboygan Municipal Code so as to bring it up to date with state code changes.

Section 1. Section 122-16 of the Sheboygan Municipal Code, entitled "Cross connection control" is hereby created to read as follows:

"Sec. 122-16 Cross connection control

- (a) A cross connection means a connection or potential connection between any part of a water supply system and another environment containing substances in a manner that, under any circumstances, would allow the substances to enter the water supply system by means of back siphonage or back pressure.
- (b) No person shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the Utility may enter the supply or distribution system of the Utility unless such private auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the plumbing inspector and in accordance with section NR 810.15(2) Wis. Admin. Code.
- (c) It shall be the duty of the plumbing inspector or Water Utility to cause inspections to be made of all properties served by the public water system where cross connection with the public water system is deemed possible.
- (d) Upon presentation of credentials, the representative of the Utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system for cross connections. If entry is refused, such representative shall obtain a special inspection warrant under W.S.A., §

66.0119. On request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system on such property.

- (e) The Sheboygan Water Utility is authorized and directed to discontinue water service to any property wherein any connection in violation of this section and/or State Plumbing Code, Chapter SPS 382.41, Wis. Admin. Code, exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under W.S.A., ch. 68, except as provided therein. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with this section.
- (f) If it is determined by the Sheboygan Water Utility that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action and a written finding to that effect is filed with the Utility clerk and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under W.S.A., ch. 68 within ten days of such emergency discontinuance.
- (g) This section does not supersede the state plumbing code and city plumbing ordinances, but is supplementary to them."

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.

On motion by Alderperson Van Akkeren and second by Alderperson Carlson, the Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

A motion by Alderperson Hammond and second by Alderperson Carlson was made to convene in closed session under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating the possible sale of public property where competitive and bargaining reasons require a closed session passed on the call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Lessard, Lewandoski, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 15.

Nays: None.

There being no further business, on motion by Alderperson Carlson and second by Alderperson Roeseler, the meeting was then adjourned, all Alderpersons present voting "Aye".

Mayor

City Clerk