

*****ATTACHMENTS*****

Resignation

Richards, Sue

From: Rajer, Mary
Sent: Wednesday, November 07, 2012 8:49 AM
To: Richards, Sue
Subject: Resignation - Mayor's International Committee

-----Original Message-----

From: Mario Ciotola [<mailto:evruoccl@sbcglobal.net>]
Sent: Tuesday, November 06, 2012 12:33 PM
To: Rajer, Mary
Subject: MIC

Hello Mary,

It was really privilege for me to be in your last meeting. Unfortunately, my wife Lori wasn't able to have a 'feel' of MIC since she was for a while outside the room.

This time of the year is very hard for us because it painfully brings to memory our dear and beloved daughter who when to be with Jesus last year. For this reason, I cannot commit myself to MIC and I apologize for being so hasty in becoming a member of it.

You are all wonderful people and I thank you for work.

Best regards

Pastor Mario Ciotola

II

R. O. No. _____ - 12 - 13. By BOARD OF ELECTRICAL & HEATING EXAMINERS.
November 19, 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>
1351	Tony Tiedemann W125 S8508 Country View Ct. Muskego, WI 53150	Electrical Contractor
1361	Mark Wright 620 Buchanan St Little Chute, WI 54140	Electrical Contractor
1457	Derek Gerner 401 Vine St. Fond Du Lac, WI 54935	Electrical Contractor



Electrical/Heating Inspector

III



R. O. No. _____ - 12 -13. By BOARD OF WATER COMMISSIONERS.
November 19, 2012.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2012.

The water pumpage was down 1.10% from the same period in 2011. 1,318,775,000 gallons were pumped in the third quarter, compared to 1,333,406,000 in 2011.

Year to date Operating Revenue at the end of the 3rd quarter increased by \$429,701 compared to year to date 2011. The net income for the Utility, as of the end of September 30, 2012 is \$1,600,607. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2012:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	88.3
Number of feet of 6 inch water main installed	44.2
Number of feet of 8 inch water main installed	16.5
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	2,082.1
Number of feet of 16 inch water main installed	262.5
Number of feet of 20 inch water main installed	2.5
Number of feet of 24 inch water main installed	1,875.6
Number of feet of water main abandoned or removed.....	2,337
Number of water main breaks repaired	2
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	15
Number of water main valves installed, repaired, removed, or replaced	35
Number of water service connections installed	2

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility hired a contractor to install 12" water main on Crocker Avenue as part of a City street project. The Utility crew installed 24" transmission water main on Broadway Avenue to improve water delivery to the Georgia Avenue water tank. In addition, staff completed the 2013 Utility budget, including the wash tank replacement project estimated at \$1.3M.

II

BOARD OF WATER COMMISSIONERS

GERALD VANDEKREEKE
RAY HAEN
MARK HEINZ

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

Sheboygan Water Utility
Financial Statement of September 30, 2012
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	47,229,918	
107 Construction Work in Progress	2,501,390	
111 Accumulated Provision for Depreciation of Utility Plant		14,304,956
125 Bond Redemption Fund	664,819	
125 Appropriated Funds Invested for Plant Expansion and Payables	0	
126 Depreciation Fund	0	
128 Other Special Funds Employee Pensions (ICMA, Wisc Def Comp)	1,349,447	
128 Other Special Funds Health Ins	0	
135 Working Funds	550	
136 Temporary Cash Investments	3,450,358	
142 Customer Accounts Receivable	1,145,246	
145 Receivables from Municipality	493,759	
154 Materials and Supplies	678,445	
163 Stores Expense	0	
157 Health Care FSA	951	
165 Prepayments	55,411	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits		
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		28,191,003
221 Long Term Debt Bonds		8,570,854
223 Advances from Municipality		264,718
232 Accounts Payable		2,921
236 Taxes Accrued		715,590
272 Interest Payable on Bonds		168,053
251 Bond Premium		2,706
242 Misc. Current & Accrued Liab		6,355
253 Misc Deferred Credits		282,706
285 Medical Insurance Fund		0
263 Other Special Funds Employee Pensions		1,349,447
265 Accrued Employee Benefits		469,678
425 Amoritization of Pre 2003 Depreciation		0
Utility Net Income		1,600,607
	<u>57,570,294</u>	<u>57,570,294</u>

HIGH LIFT DELIVERY QUARTERLY REPORT 2012

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2011	1,013,952,000	\$208,281.37	\$205.42
	2012	953,936,000	\$184,335.55	\$193.24
	Percent Difference	-5.92%	-11.50%	-5.93%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2011	1,106,909,000	\$203,210.98	\$183.58
	2012	1,088,695,000	\$185,493.33	\$170.38
	Percent Difference	-1.65%	-8.72%	-7.19%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2011	1,333,406,000	\$220,359.05	\$165.26
	2012	1,318,775,000	\$222,144.90	\$168.45
	Percent Difference	-1.10%	0.81%	1.93%
IV. FOURTH QUARTER		Oct- Nov - Dec		
		GALLONS	COST \$	\$/MG
	2011	1,044,958,000	\$191,047.99	\$182.83
	2012	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE: 2012				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2011	4,499,225,000	\$822,899.37	\$182.90
	2012	3,361,406,000	\$591,973.78	\$176.11
	Percent Difference	-25.29%	-28.06%	-3.71%
YEAR TO DATE: 2012				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2011	6,988,050	\$46,625.57	
	2012	3,829,579	\$54,375.65	
	Percent Difference	45.20%	16.62%	
STORM WATER CHARGES	2012	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY:				
	Maximum Pumpage Day	19,237,000	July 13, 2012	
	Minimum Pumpage Day	6,694,000	January 8, 2012	

	MG	\$	\$/MG
2011	4,499,225,000	\$822,899.37	\$182.90
2012	3,361,406,000	\$591,973.78	\$176.11

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.

Distribution System --3rd Quarter --July, August, & September, 2012

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

Location	Date Installed	Size ("), ft	Installed by	Type
S. 22nd St. ~28' S. of c.l. of Broadway Ave. (S)	7/3/2012	12" MJ	ute.	G (r/w)
Broadway Ave. at S. 22nd St. (W)	7/3/2012	24" MJ	ute.	B/F-S
S. 24th St. ~28' S. of c.l. of Broadway Ave. (S)	7/30/2012	16" MJ	ute.	B/F-W
S. 24th St. ~18' S. of c.l. of Broadway Ave. (mid)	7/30/2012	16" MJ	ute.	B/F-W
S. 24th St. ~21' S. of c.l. of Broadway Ave. (on 12" interconn to hyd)	7/30/2012	12" MJ	ute.	G (r/w) DI
Broadway Ave. at S. 24th St. ~12' N. of c.l. of Broadway (on N. 12" interconn)	7/30/2012	12" MJ	ute.	G (r/w) DI
S. 24th St. ~19' N. of c.l. of Broadway Ave. (N)	7/31/2012	16" MJ	ute.	B/F-W
Broadway Ave. at S. 24th St. (E)	8/1/2012	24" MJ	ute.	B/F-S
Broadway Ave. at S. 24th St. (W)	8/1/2012	24" MJ	ute.	B/F-S
Crocker Ave. ~85' E. of c.l. of S. 32nd St. (E)	8/14/2012	16" MJ	Woleske	B/F-N
Crocker Ave. ~12' W. of c.l. of S. 32nd St. (W)	8/15/2012	12" MJ	Woleske	G (r/w)
Crocker Ave. ~292' W. of c.l. of S. 32nd St. (S)	8/17/2012	8" MJ	Woleske	G (r/w)
Crocker Ave. ~667' W. of c.l. of S. 32nd St.	8/21/2012	6" MJ	Woleske	G (r/w)-Hyd#
Crocker Ave. ~672' W. of c.l. of S. 32nd St.	8/21/2012	12" MJ	Woleske	G (r/w)
Crocker Ave. ~1007' W. of c.l. of S. 32nd St.	8/22/2012	6" MJ	Woleske	G (r/w)-Hyd#
Crocker Ave. ~1357' W. of c.l. of S. 32nd St.	8/24/2012	12" MJ	Woleske	G (r/w)
Crocker Ave. ~1352' W. of c.l. of S. 32nd St.	8/24/2012	6" MJ	Woleske	G (r/w)-Hyd#
S. 32nd St. ~76' S. of c.l. of Crocker Ave. (S)	8/29/2012	16" MJ	Woleske	B/F-E
S. 32nd St. ~72' S. of c.l. of Crocker Ave.	8/29/2012	6" MJ	Woleske	G (r/w)-Hyd#
Crocker Ave. ~40' E. of c.l. of S. Taylor Dr.	8/30/2012	12" MJ	Woleske	G (r/w)
Crocker Ave. ~60' E. of c.l. of S. Taylor Dr.	8/30/2012	6" MJ	Woleske	G (r/w)-Hyd#
S. 31st St. ~800' S. of Paine Ave.	9/11/2012	8" MJ	ute.	G (r/w) DI
Georgia Ave. at pump station suction on 20" interconn. To new 24" transmission main	9/28/2012	20" MJ	ute.	G (r/w)

Total Valves Installed = 23

Street Valves and Hydrant Valves Removed

Location	Installed	Abandoned	Type
S. 24th St. at Broadway Ave. (S)	6/30/1954	7/31/2012	
S. 24th St. at Broadway Ave. (N)	6/3/1953	7/31/2012	

Total Valves Removed = 2

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
S. 32nd St. at Crocker Ave. (E)		9/7/2012
Crocker Ave. ~297' W. of c.l. of S. 32nd St.	6/16/1992	9/11/2012
Crocker Ave. at S. Taylor Dr. (NE)		9/12/2012
Crocker Ave. ~665' W. of S. 32nd St.	11/5/1968	9/12/2012
Crocker Ave. at S. 32nd St. (W)	11/5/1968	9/12/2012
Crocker Ave. 770' W. of c.l. of S. 32nd St.	8/25/1970	9/12/2012
Crocker Ave. at S. Taylor Dr. (E)	11/5/1968	9/12/2012
Crocker Ave. at S. 32nd St. (E)	1970	9/12/2012
S. 32nd St. at Crocker Ave. (S)	11/5/1968	9/12/2012

Total Valves Abandoned = 9

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size
S. 32nd St. at Crocker Ave. (E)	6" MJxFL	8/22/2012

Total Valves Maintained = 1

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
S. 24th St. at Broadway Ave. (SW)	7/30/2012	6"	n	ute.
Broadway Ave. at S. 24th St. (NE)	8/10/2012	6"	n	ute.
Crocker Ave. ~700' W. of S. 32nd St. (N)	8/21/2012	7"	y	Woleske
Crocker Ave. ~1000' W. of S. 32nd St. (N)	8/22/2012	7"	y	Woleske
Crocker Ave. ~700' E. of S. Taylor Dr. (N)	8/24/2012	7"	y	Woleske
S. 32nd St. at Crocker Ave. (SE)	8/29/2012	6"	y	Woleske
Crocker Ave. at S. Taylor Dr. (NE)	8/30/2012	6"	y	Woleske

Total Hydrants Installed = 7

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Brookway Ave. at S. 24th St. (NE)		9/10/2012	n
S. 32nd St. at Crocker Ave. (SE)	11/4/1969	9/7/2012	y
Crocker Ave. ~765' W. of c.l. S. 32nd St. (~1280' E. of c.l. S. Taylor) (N)	8/25/1970	9/12/2012	y
Crocker Ave. ~620' E. of c.l. S. Taylor Dr. (N)		9/12/2012	n
Crocker Ave. at S. Taylor Dr. (NE)	7/4/1968	9/12/2012	y

Total Hydrants Removed = 5

Hydrants Abandoned (including water main projects and others)

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

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

Location	Installed	Maintained
Crocker Ave. ~700' E. of S. Taylor Dr. (N)	8/24/2012	9/4/2012
Crocker Ave. ~1000' W. of S. 32nd St. (N)	8/22/2012	9/4/2012
Crocker Ave. ~700' W. of S. 32nd St. (N)	8/21/2012	9/4/2012

Total Hydrants Maintained/Moved = 3

Water Main Breaks

Location	Date	Size
S. 16th St. 36' S. of manhole at New Jersey Ave.	8/17/2012	6"
Geele Ave. 69' E. of san MH at N. 8th St.	9/4/2012	20"

Total Water Main Breaks = 2

SUMMARY

Number of feet of 4 inch water main installed	0.0	water main
Number of feet of 6 inch hydrant lead installed	88.3	
Number of feet of 6 inch water main installed	44.2	
Number of feet of 8 inch water main installed	16.5	
Number of feet of 12 inch water main installed	2082.1	
Number of feet of 16 inch water main installed	262.5	
Number of feet of 20 inch water main installed	2.5	
Number of feet of 24 inch water main installed	1875.6	
Number of feet of water main abandoned or removed	2,337	
Number of water main breaks repaired	2	hydrants
Number of hydrants installed	7	
Number of hydrants removed or abandoned	5	
Number of hydrants maintained or moved	3	valves
Number of street valves installed	18	
Number of hydrant valves installed	5	
Number of street valves removed or abandoned	8	
Number of hydrant valves removed or abandoned	3	
Number of valves maintained	1	
Number of water connections installed	2	

WATER MAIN AND APPURTENANCES INSTALLATION – 3rd Quarter – July, August, & September, 2012

Location: 6" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
S. 23rd St. at Broadway (w/m lowering) (Rept. 13)	7/20/2012	11058-1	0	0	0	0	0	0	6	11.8	0	6" CIP	0	10	Uta.
S. 24th St. at Broadway Ave-north & south tie-ins (Rept. #17b)	7/31/2012	11058-1	0	0	0	0	0	0	5	10.73	0	6" CIP		62	Uta.
S. 25th St. at Broadway (w/m lowering) (Rept. 21)	8/21/2012	11058-1	0	0	0	0	0	0	6	10.8	0	6" CIP		1	Uta.
S. 26th St. at Broadway (w/m lowering) (Rept. 25)	8/27/2012	11058-1	0	0	0	0	0	0	6	10.8	0	6" CIP		1	Uta.
Totals:			0	0	0	0	0	0		44.15	0		0	84	

Location: 8" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Crocker Ave. 8" w/m stub -29' W. of S. 32nd St. (Rept. 3)	8/17/2012	12004-1	1	0	0	0	0	0	8	1.65	0				Wolcke Constr. Co.
Crocker Ave. 8" w/m stub tie-in -29' W. of S. 32nd St. (Rept. 16)	9/11/2012	12004-1	0	0	0	1	0	0	8	7.91	0	8" DIP	10	2	Wolcke Constr. Co.
Crocker Ave. tie-in just east of S. 32nd St. (Rept. 15)	9/11/2012	12004-1	0	0	0	1	0	0	8	6.95	0	8" DIP	100	3	Wolcke Constr. Co.
Totals:			1	0	0	2	0	0		16.51	0		110	5	

Location: 12" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Crocker Ave. -590' W. to -785' W. of c.l. S. 32nd St. (Rept. 5)	8/17/2012	12004-1	1	1	1	0	0	0	12	195.36	15				Wolcke Constr. Co.
S. 22nd St. at Broadway (tie-in 12" interconnect) (Rept. 10)	7/13/2012	11058-1	0	0	0	0	0	0	12	8.6	0				Uta.
S. 24th St. at Broadway Ave. -part of south 12" interconnect (Rept. #17a)	7/30/2012	11058-1	1	0	0	0	0	0	12	13.77	12.33				Uta.
S. 24th St. at Broadway Ave-north 12" interconnect (Rept. #17b)	7/31/2012	11058-1	1	0	0	0	0	0	12	16.84	0	12" CIP		5	Uta.
Broadway at S. 24th St.-rest of south 12" interconnect (Rept. 17c)	8/1/2012	11058-1	0	0	0	0	0	0	12	5	0				Uta.
Crocker Ave. at S. 32nd St. (Rept. 2)	8/15/2012	12004-1	1	0	0	0	0	0	12	61	0				Wolcke Constr. Co.
Crocker Ave. -55' W. to -315' W. of c.l. S. 32nd St. (Rept. 3)	8/17/2012	12004-1	0	0	0	0	0	0	12	260.58	0				Wolcke Constr. Co.
Broadway ext'd. to Sentences Tr. to NW, tie-in to ex. 12" w/m (Rept. 33)	9/17/2012	11058-1	1	0	0	2	0	0	12	12.1	0	12" DIP		2	Uta.
Crocker Ave. -1520' W. to -1740' W. of c.l. S. 32nd St. (Rept. 9)	8/27/2012	12004-1	0	0	0	0	0	0	12	223	0				Wolcke Constr. Co.
Crocker Ave. PRIV. 12" stub -328' W. of S. 32nd St. (Rept. 4)	8/20/2012	12004-1	1	0	0	0	0	0	12	3.39	0				Wolcke Constr. Co.
Crocker Ave. -785' W. to -1065' W. of c.l. S. 32nd St. (Rept. 6)	8/22/2012	12004-1	0	1	1	0	0	0	12	280.64	14.84				Wolcke Constr. Co.
Crocker Ave. -1065' W. to -1310' W. of c.l. S. 32nd St. (Rept. 7)	8/23/2012	12004-1	0	0	0	0	0	0	12	241.08	0				Wolcke Constr. Co.
Crocker Ave. -1310' W. to -1520' W. of c.l. S. 32nd St. (Rept. 8)	8/24/2012	12004-1	1	1	1	0	0	0	12	211.18	14.61				Wolcke Constr. Co.
S. 22nd St. at Broadway (for interconnect) (Rept. 9)	7/3/2012	11058-1	1	0	0	0	0	0	12	6.98	0				Uta.
Crocker Ave. -1740' W. to -1900' W. of c.l. S. 32nd St. (Rept. 10)	8/28/2012	12004-1	0	0	0	0	0	0	12	160	0				Wolcke Constr. Co.
Crocker Ave. -315' W. to -590' W. of c.l. S. 32nd St. (Rept. 4)	8/20/2012	12004-1	0	0	0	0	0	0	12	276.46	0				Wolcke Constr. Co.
S. 32nd St. at Crocker Ave. (Rept. 17)	9/12/2012	12004-1	0	0	0	1	0	1	12	0	0	12" DIP	110	3	Wolcke Constr. Co.
S. 32nd St. at Crocker Ave. south tie-in (Rept. 11)	8/29/2012	12004-1	0	0	0	0	0	0	12	5.3	0				Wolcke Constr. Co.
Crocker Ave. -100' E. of c.l. Taylor Dr. to -75' E. of c.l. Taylor Dr. final tie-in (Rept. 17)	9/12/2012	12004-1	0	0	0	3	0	3	12	26.16	0	12" DIP	2011	3	Wolcke Constr. Co.
Crocker Ave. -1900' W. of c.l. S. 32nd St. to -100' E. of c.l. Taylor Dr. (Rept. 12)	8/30/2012	12004-1	1	1	1	0	0	0	12	74.58	15.49				Wolcke Constr. Co.
Totals:			9	4	4	6	0	4		2082.12	72.37		2121	13	

Location: 16" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Crocker Ave. tie-in just east of S. 32nd St. (Rept. 16)	9/11/2012	12004-1	0	0	0	0	0	0	16	0.79	0				Wolke Constr. Co.
S. 32nd St. at Crocker Ave. going south (Rept. 10)	8/28/2012	12004-1	0	0	0	0	0	0	16	44.96	0				Wolke Constr. Co.
Crocker Ave. just east of S. 32nd St. (Rept. 1)	8/14/2012	12004-1	1	0	0	0	0	0	16	61.09	0				Wolke Constr. Co.
Crocker Ave. at S. 32nd St. (Rept. 2)	8/15/2012	12004-1	0	0	0	0	0	0	16	38.46	0				Wolke Constr. Co.
S. 24th St. at Broadway Ave. (Rept. #17a)	7/30/2012	11058-1	2	0	0	0	0	0	16	10.54	0				Uta.
S. 32nd St. at Crocker Ave. going south (Rept. 11)	8/29/2012	12004-1	1	1	1	0	0	0	16	61.18	16				Wolke Constr. Co.
S. 24th St. at Broadway Ave. (Rept. #17b)	7/31/2012	11058-1	1	0	0	0	0	0	16	43.52	0				Uta.
Totals:			5	1	1	0	0	0		262.54	16		0	0	

Location: 20" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Broadway Project-Georgia Ave. conn. to 20" at pump station (Rept. 36)	9/28/2012	11058-1	1	0	0	0	0	0	20	2.51	0				Uta.
Totals:			1	0	0	0	0	0		2.51	0		0	0	

Location: 24" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Broadway from -193' W. to -267' W. of c.l. S. 26th St. (Rept. 29)	9/3/2012	11058-1	0	0	0	0	0	0	24	74.85	0				Uta.
Broadway from E. of S. 24th St. going west to S. 24th St. (Rept. 16)	7/23/2012	11058-1	0	0	0	0	0	0	24	39.7	0				Uta.
Broadway from W. of S. 23rd St. going west to E. of S. 24th St. (Rept. 15)	7/24/2012	11058-1	0	0	0	0	0	0	24	158.85	0				Uta.
Broadway cont'd. going W. from tie at Settlement Tr. (Rept. 34)	9/25/2012	11058-1	0	0	0	0	0	0	24	20.17	0				Uta.
Broadway from S. 23rd St. going west to W. of S. 23rd St. (Rept. 13)	7/20/2012	11058-1	0	0	0	0	0	0	24	39.56	0				Uta.
Broadway cont'd. going W. from Settlement Tr. to -114' W. of c.l. Settlement Tr. (Rept. 33)	9/26/2012	11058-1	0	0	0	0	0	0	24	96	0				Uta.
Broadway from -285' W. of c.l. S. 22nd St. going west to S. 23rd St. (Rept. 12)	7/19/2012	11058-1	0	0	0	0	0	0	24	119.15	0				Uta.
Broadway from -c.l. S. 22nd St. going west to -65' W. of c.l. S. 22nd (Rept. 9)	7/3/2012	11058-1	0	0	0	0	0	0	24	62.15	0				Uta.
Broadway from -109' W. of c.l. S. 22nd St. going west to -205' W. of c.l. S. 22nd (Rept. 11)	7/16/2012	11058-1	0	0	0	0	0	0	24	99.27	0				Uta.
Broadway from -65' W. of c.l. S. 22nd St. going west to -105' W. of c.l. S. 22nd (Rept. 10)	7/12/2012	11058-1	0	0	0	0	0	0	24	39.7	0				Uta.
Broadway from W. of S. 23rd St. going west to W. of S. 23rd St. (Rept. 14)	7/23/2012	11058-1	0	0	0	0	0	0	24	99.27	0				Uta.
Broadway from -293' W. of S. 25th going west to S. 26th St. (Rept. 24)	8/24/2012	11058-1	0	0	0	0	0	0	24	40	0				Uta.
Broadway from -346' W. of c.l. S. 26th St. to -5' E. of c.l. Settlement Tr. (Rept. 31)	9/13/2012	11058-1	0	0	0	0	0	0	24	30.27	0				Uta.
Broadway from -267' W. to -346' W. of c.l. S. 26th St. (Rept. 30)	9/12/2012	11058-1	0	0	0	0	0	0	24	79.4	0				Uta.
Broadway from vicinity 23 bond E. of S. 25th going west (Rept. 21)	8/21/2012	11058-1	0	0	0	0	0	0	24	75	0				Uta.
Broadway from -5' E. of c.l. Settlement Tr. to west (Rept. 31)	9/13/2012	11058-1	0	0	0	0	0	0	24	10.68	0				Uta.
Broadway from -35' W. of S. 25th going west (Rept. 22)	8/22/2012	11058-1	0	0	0	0	0	0	24	40	0				Uta.
Broadway from -119' W. of c.l. S. 24th St. going west (Rept. 19)	8/13/2012	11058-1	0	0	0	0	0	0	24	119.46	0				Uta.
Broadway cont'd. in Settlement Tr. to NW. (Rept. 32)	9/14/2012	11058-1	1	0	0	0	0	0	24	49.88	0				Uta.

VI

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred R. O. No. 128-12-13 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke et al.; recommends that the document be placed on file.

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IV

II

4.3

R. O. No. 128 - 12 - 13. By CITY CLERK. September 4, 2012.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke et al.

*Finance
file*

Susan Richards

City Clerk

N. 3

II

21

Handwritten notes

U.S. Bank National Association
4801 Frederica Street
Owensboro, KY 42301

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

NOV 21 12 11 PM '11

Plaintiff

SUMMONS
Case No:

12CV0724

vs

Case Code: 30404

Estate of Barbara J. Janke
1922 North 22nd Street
Sheboygan, WI 53081

Unknown Spouse of Barbara J. Janke
1922 North 22nd Street
Sheboygan, WI 53081

Unknown Tenants
1922 North 22nd Street
Sheboygan, WI 53081

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Defendants

CLERK CIRCUIT COURT
FILED
12 AUG 17 12:29
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, 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 statutes. The answer must be sent or delivered to the court, whose address is:

Sheboygan County Clerk of Circuit Court
615 N. 6th Street
Sheboygan, WI 53081-4692

and to the plaintiff's attorney whose address is:



Blommer Peterman, S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005

You may have an attorney help or represent you.

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

Dated this 6th day of August, 2012



Matthew V. Plummer
Blommer Peterman, S.C.
State Bar No. 1072716
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
matthew@blommerpeterman.com

S. St. GEORGE
Process Server:
Time: *9:53 AM* Date: *8-27-12*
Address of Serve:

Person Served:
SUSAN RICHARDS
Person Substitute
Posted Corporate

U.S. Bank, National Association
4801 Frederica Street
Owensboro, KY 42301

Plaintiff

COMPLAINT

Case No: **12CV0724**

vs

Case Code: 30404

Estate of Barbara J. Janke
1922 North 22nd Street
Sheboygan, WI 53081

Unknown Spouse of Barbara J. Janke
1922 North 22nd Street
Sheboygan, WI 53081

Unknown Tenants
1922 North 22nd Street
Sheboygan, WI 53081

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Defendants

SHEBOYGAN COUNTY
WISCONSIN
12 AUG 17 PM 2:29
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, Blommer Peterman S.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That U.S. Bank National Association is a foreign corporation with offices located at 4801 Frederica Street, Owensboro, KY 42301. U.S. Bank National Association is the plaintiff in this action as it is the current mortgagee of record.
2. That Estate of Barbara J. Janke is a party to this action by virtue of any interest it may have in the subject property. Upon information and belief, Penny L. Prue, who resides at 616 Bluff Avenue, Sheboygan, WI 53083, is the Personal Representative for the Estate of Barbara J. Janke. That Barbara J. Janke is deceased and shall hereinafter be referred to as "mortgagor".
3. That Unknown Spouse of Barbara J. Janke, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
4. That Unknown Tenants are a party to this action by virtue of any leasehold interest they may have in the subject property.
5. That City of Sheboygan is a party to this action by virtue of a Junior Mortgage between Barbara J. Janke, mortgagor, and City of Sheboygan, mortgagee, dated



November 17, 2000 and recorded November 17, 2000 as document number 1583807 in the amount of \$3,350.00. Said mortgage was subordinated by Subordination Agreement recorded August 17, 2009 as document number 1885316.

6. On or about August 7, 2009 for value received, Barbara J. Janke executed and delivered to the original lender, U.S. Bank N.A., a note in writing dated that date and thereby promised to pay interest on the principal balance of \$75,363.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank, N.A. which mortgage was recorded August 17, 2009 as document number 1885315. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to U.S. Bank National Association, by an assignment recorded on July 31, 2012 as document number 1949363. A copy of said assignment is attached to this complaint as Exhibit "C".
9. The mortgagor failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagor owes for the February, 2012 and subsequent payments and owes a principal balance of \$67,006.81 accruing interest at the current rate of 6.00000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
10. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
11. The property consists of a Single Family Property known as 1922 North 22nd Street, Sheboygan, WI 53081. The property does not constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

Lot 2, Block 3 of High School Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

12. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
13. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption;

For amounts due the plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;

That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;

That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;

That the mortgagor defendant 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 6th day of August, 2012



Matthew V. Plummer
Blommer Peterman, S.C.
State Bar No. 1072716
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
matthew@blommerpeterman.com

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

1. Blommer Peterman, S.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to Blommer Peterman, S.C. will be used for that purpose.
2. The amount of the debt is stated in the complaint attached hereto.
3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay cannot be calculated herein. Hence, to learn the total amount you owe to the plaintiff, write or call the undersigned office stated in paragraph 7 of the Notice.
4. The debt described in the complaint attached hereto will be assumed valid by Blommer Peterman, S.C. unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
5. If the debtor notifies Blommer Peterman, S.C. in writing within thirty days of the receipt of this notice that the debt of any portion thereof is disputed, Blommer Peterman, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by Blommer Peterman, S.C.
6. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to Blommer Peterman, S.C. within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Blommer Peterman, S.C.
7. **The law does not require Blommer Peterman, S.C. to wait until the end of the thirty day period before suing you to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of the notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**
8. Written request should be addressed to Blommer Peterman, 165 Bishops Way, Suite 100, Brookfield, WI 53005. 262-790-5719

If you have previously received a Chapter 7 discharge in bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

Wisconsin

NOTE

FHA Case No. []

AUGUST 7, 2009

[Date]

1922 N 22ND ST, SHEBOYGAN, WISCONSIN 53081

[Property Address]

1. PARTIES

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

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SEVENTY FIVE THOUSAND THREE HUNDRED SIXTY THREE AND NO/100

Dollars (U.S. \$ 75,363.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND NO/1000 percent (6.000 %) per year until the full amount of principal has been paid.

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. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on OCTOBER 1, 2009 . Any principal and interest remaining on the first day of SEPTEMBER 2024 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. BOX 20005, OWENSBORO, KY 42304-0005

or at such place as Lender may designate in writing

by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 635.95 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FHA Wisconsin Fixed Rate Note - 10/95

VMP-1R(WI) (0404)

VMP Mortgage Solutions, Inc. (800)521-7291

Initials

[Handwritten initials]



(D) Allonge to this Note for payment adjustments

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

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

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

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

_____ (Seal) -Borrower	<i>Barbara J Janke</i> BARBARA J JANKE	_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower

Pay to the order of

[Sign Original Only]

Without Recourse
U.S. Bank N.A.
Teresa Bulver
Teresa Bulver
Vice President

1885315

MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
08/17/2009 12:06PM

DOCUMENT NUMBER

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

NAME & RETURN ADDRESS

RECORDING FEE: 27.00
TRANSFER FEE:
EXEMPTION #

U.S. BANK N.A.
1550 AMERICAN BLVD EAST
BLOOMINGTON MN 55425

STAFF ID 9
TRANS # 137553
OF PAGES: 9

PARCEL IDENTIFIER NUMBER

59281620300

(Space Above This Line For Recording Data)

State of Wisconsin

FHA Case No.

MIN 100021278917769783

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 7, 2009**
The Mortgagor is

BARBARA J JANKE (UNMARRIED)

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

U.S. BANK N.A.

("Lender") is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and has an address of **4801 FREDERICA STREET, OWENSBORO, KY 42301**

Borrower owes Lender the principal sum of
SEVENTY FIVE THOUSAND THREE HUNDRED SIXTY THREE AND NO/100
Dollars (U.S. \$ **75,363.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2024**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns)

FHA Wisconsin Mortgage with MERS - 496
Wolters Kluwer Financial Services
VMP®-4N(WI) (0305)02

Amended 2/01

Page 1 of 9

Initials



and to the successors and assigns of MERS, with power of sale, the following described property located in
SHEBOYGAN County, Wisconsin:

LOT 2, BLOCK 3 OF HIGH SCHOOL SUBDIVISION OF THE CITY OF
SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS IS A HOMESTRAD PROPERTY.

which has the address of 1922 N 22ND ST (Street)
SHEBOYGAN (City), Wisconsin 53081 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or cancelling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

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

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

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

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

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

9. Grounds for Acceleration of Debt.

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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other [specify]

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

Witnesses:

Barbara J Janke (Seal)
BARBARA J JANKE -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN,

Sheboygan

County ss:

The foregoing instrument was acknowledged before me this *8-7-09*
by BARBARA J JANKE (UNMARRIED)

My Commission Expires:

7-15-12

Hollie R. O'Neil

Notary Public, State of Wisconsin

This instrument was prepared by:

KRIS WERNER
U.S. BANK N.A.
16900 WEST CAPITOL DRIVE
BROOKFIELD, WI 53005

HOLLIE R. O'NEIL
NOTARY PUBLIC
STATE OF WISCONSIN

STATE BAR OF WISCONSIN FORM 14- 1998
ASSIGNMENT OF MORTGAGE

Document Number

Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank N.A. for a valuable consideration assigns to U.S. Bank National Association the Mortgage executed by Barbara J. Janke to Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank N.A. on August 7, 2009 and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin, on August 17, 2009 as Document Number 1885315.

1949363
SHEBOYGAN COUNTY, WI
RECORDED ON
07/31/2012 1:39 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Said Mortgage secures an original principal balance of \$75,363.00

For information purposes only:
Address: 1922 North 22nd Street, Sheboygan, WI 53081

Recording Area
Name and Return Address
Blommer Peterman S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005
U.S. Bank National Association v Janke

59281620300
Parcel Identification Number (PIN)

Lot 2, Block 3 of High School Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

This Assignment is made without recourse.
Assignor is the mortgagee of record and has good right to assign it.

Dated this 26 day of July, 2012.

Mortgage Electronic Registration Systems, Inc., as nominee for U.S. Bank N.A.

Dana Bowman

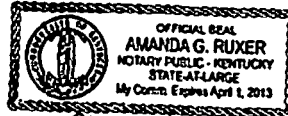
*BY: Dana Bowman
Assistant Secretary

AUTHENTICATION

Signature(s) _____
authenticated this _____ day of _____, 2012.

ACKNOWLEDGMENT

State of KENTUCKY
County of DAVIESS



Personally came before me this 26 day of July, 2012
the above named

Dana Bowman, Assistant Secretary

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Amanda G. Ruxer

Notary Public, State of KENTUCKY

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:
Chaz M. Rodriguez, State Bar No. 1063071

(Signatures may be authenticated or acknowledged.
Both are not necessary.)

My Commission is permanent.
(If not, state expiration date: April 1 2013)

* Names of persons signing in any capacity should be typed or printed below their signatures





Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Programs
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081

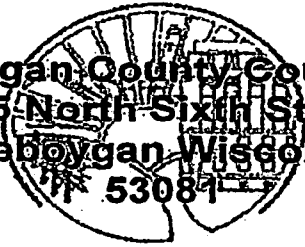
A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin



Sheboygan County
Foreclosure Mediation Programs
Request for Mediation
Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender. Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 12 CV

Name of Homeowner(s): Estate of Barbara Janke

Property Address: 1922 North 22nd Street, Sheboygan, WI 53081

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of the Lender/Plaintiff in your case: U.S. Bank, National Association as servicer for U.S. Bank National Association

Name of Lender/Plaintiff's attorney: Blommer Peterman, S.C.

1. Is the property being foreclosed on your primary residence? Yes No
2. Does the property consist of four or fewer dwelling units? Yes No

3. Have you started a Bankruptcy action that is still ongoing? _____ Yes _____ No

4. Have you met with a housing counselor? _____ Yes _____ No

If yes, whom have you met with? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

_____ Injury or illness _____ Adjustable interest Rate / Balloon

_____ Loss of Employment _____ Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? _____ Yes _____ No

What language? _____

Authorization of Research and Evaluation: Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is the subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

Property Owner's Signature Date

VI

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred R. O. No. 149-12-13 by the City Clerk submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs. Angela Puddy et al.; recommends that the document be placed on file.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

3.4

R. O. No. 149-12-13. By CITY CLERK. October 1, 2012.

Submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs. Angela Puddy et al.

*Finance
file*

Jessie Richards

City Clerk

3.4

II

14

Power to clean

Wisconsin Housing and Economic Development Authority, assignee of Community Bank & Trust
201 West Washington Avenue
PO BOX 1728 Suite 700
Madison, WI 53701

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

Plaintiff,

vs.

Case No. 12CV0847

Angela M. Puddy a/k/a Angie Puddy
2310 North 13th Street
Sheboygan, WI 53083

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Community Bank & Trust
604 N. 8th Street
Sheboygan, WI 53082

Partners for Community Development
c/o Lucio Fuentes,
Registered Agent
1407 S. 13th Street
Sheboygan, WI 53081

Endodontic Specialists, SC
3314 Superior Avenue
Sheboygan, WI 53081

Defendants.

SHEBOYGAN COUNTY
WISCONSIN
12 SEP 21 PM 2:34
CLERK CIRCUIT COURT
FILED

Process Server: [Signature]
Time: 1:04 PM Date: 9/25/12
Address of serve: AS above

Person Served: AS above
Linda Schroeder
Deputy Clerk

Personal Substitute
 Posted Corporate

SUMMONS

Foreclosure Of Mortgage: 30404
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 or other legal action against you. The

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

Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after 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 Court, which address is Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WI 53081, and to Bass & Moglowsky, S.C., plaintiff's attorneys, whose address is Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217. You may have an attorney help or represent you.

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

DATED at Milwaukee, Wisconsin, on September 20, 2012.

P. O. Address:

Bass & Moglowsky, S.C.
Suite 300
501 West Northshore Drive
Milwaukee, WI 53217
Telephone: (414) 228-6700

BASS & MOGLOWSKY, S.C.

Attorneys for Plaintiff



Jennifer J. Collins

WI State Bar No. 1036948

Wisconsin Housing and Economic
Development Authority, assignee of
Community Bank & Trust
201 West Washington Avenue
PO BOX 1728 Suite 700
Madison, WI 53701

Plaintiff,

vs.

Case No. 12CV0847

Angela M. Puddy a/k/a Angie Puddy
2310 North 13th Street
Sheboygan, WI 53083

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Community Bank & Trust
604 N. 8th Street
Sheboygan, WI 53082

Partners for Community Development
c/o Lucio Fuentes,
Registered Agent
1407 S. 13th Street
Sheboygan, WI 53081

Endodontic Specialists, SC
3314 Superior Avenue
Sheboygan, WI 53081

Defendants.

SHEBOYGAN COUNTY
WISCONSIN

12 SEP 21 PM 2:34

CLERK CIRCUIT COURT
FILED

COMPLAINT

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds \$10,000.00

NOW COMES the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a legislatively created housing authority organized and existing under the laws of the State of Wisconsin

and is engaged in the lending business with offices at the address stated in the captions of the Summons and Complaint.

2. Mortgagor defendant, Angela M. Puddy a/k/a Angie Puddy, is an adult whose last-known address is the address stated in the captions of the Summons and Complaint.

3. Mortgagor defendant executed and delivered a Note and Mortgage to Community Bank & Trust for the consideration expressed therein, copies being attached as Exhibits, and that said Mortgage was recorded in the office of the Register of Deeds on April 17, 2002, in Volume 1981, Page 959, as Document Number 1634465.

4. Said Note and Mortgage have been assigned to the plaintiff, and an Assignment of Mortgage was recorded on April 17, 2002, in Volume 1981, Page 977, as Document Number 1634466.

5. Mortgagor defendant defaulted by failing to make monthly installment payments when due.

6. Plaintiff, as the holder of the Note and Mortgage, at its option, has declared the unpaid balance immediately payable.

7. Plaintiff is owed the sum of \$50,200.29 as of September 20, 2012, plus accrued interest to the date of entry of judgment.

8. The mortgaged premises involves a one- to 4-family residence on real estate of 20 acres or less, and is located at 2310 North 13th Street, Sheboygan, WI 53083, and that said premises cannot be sold in parcels without injury to the interests of the parties.

9. Plaintiff, for the purpose of obtaining a shortened redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that the mortgagor defendant, unless she abandons the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court.

10. That 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:

City of Sheboygan by virtue of a mortgage from Angela M. Puddy a/k/a Angie Puddy, in the original stated amount of \$3,500.00, dated March 29, 2002, recorded April 17, 2002, in Volume 1981, Page 978, as Document Number 1634467 and corrected via Affidavit of Correction recorded May 31, 2002, in Volume 1995, Page 887, as Document Number 1638140;

Community Bank & Trust by virtue of a mortgage from Angela M. Puddy a/k/a Angie Puddy, in the original stated amount of \$3,500.00, dated March 28, 2002, recorded April 17, 2002, in Volume 1981, Page 980, as Document Number 1634468;

City of Sheboygan, Department of City Development by virtue of a mortgage from Angela M. Puddy a/k/a Angie Puddy, in the original stated amount of \$5,200.00, dated September 11, 2003, recorded September 18, 2003, as Document Number 1708413;

Partners for Community Development by virtue of an Affidavit of Interest, in the original stated amount of \$9,457.07, dated April 8, 2004, recorded April 8, 2004, as Document Number 1728773 and

Endodontic Specialists, SC by virtue of a judgment docketed against Angela M. Puddy on December 8, 2008, Case Number 08SC3796, in the principal sum of \$844.06.

WHEREFORE, plaintiff demands judgment:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Sec. 846.101, Wis. Stats., or if the mortgaged premises was not owner-occupied at the commencement of this action, in accordance with Sec. 846.103(2), Wis. Stats.;

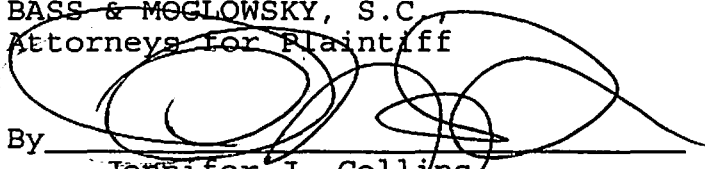
(2) If the mortgagor defendant or her assigns abandon the property, for foreclosure and sale of the mortgaged premises in accordance with Sec. 846.102, Wis. Stats.;

(3) That the mortgagor defendant, 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: September 20, 2012.

BASS & MOGLOWSKY, S.C.
Attorneys for Plaintiff

By


Jennifer J. Collins
WI State Bar No. 1036948

P. O. Address:

Bass & Moglowsky, S.C.
501 West Northshore Drive
Suite 300
Milwaukee, WI 53217
contactus@basmog.com
Telephone: (414) 228-6700

**FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE
15 U.S.C. SECTION 1692, AS AMENDED**

1. Bass & Moglowsky, S.C. is a law firm / debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.

2. The name and address of the creditor that the law firm represents is:
Wisconsin Housing and Economic Development Authority,
assignee of Community Bank & Trust
201 West Washington Avenue
PO BOX 1728 Suite 700
Madison, WI 53701

3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.

4. The total amount due on the debt was \$50,200.29 as of September 20, 2012. Since interest, late charges, and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

5. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will assume the debt to be valid.

6. If you notify us that you are disputing the debt, or any portion thereof, in writing, within the thirty (30) day period, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be mailed to you.

7. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you.

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. All written requests should be addressed to Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217.

NOTE

MARCH 28, 2002
[Date]

SHEBOYGAN, Wisconsin
[City]

2310 N 13th Street Sheboygan WI 53083
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 56,960.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COMMUNITY BANK & TRUST.

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 6.500 %.

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 1ST day of each month beginning on MAY, 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 APRIL 1, 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 655 S TAYLOR DR SHEBOYGAN WI 53081 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. \$ *****360.03*****.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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 5.00 % of my overdue payment of principal and interest. 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. 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:

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.

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

<u><i>Angela M. Puddy</i></u>	(Seal)	_____	(Seal)
Angela M. Puddy	- Borrower		- Borrower
_____	(Seal)	_____	(Seal)
	- Borrower		- Borrower

[Sign Original Only]

Without recourse, pay to the order of Wheda.

Community Bank & Trust

BY: *Deborah L. Filipiak*
Deborah L. Filipiak
Mortgage Processing Officer

This is to certify that this
is a true and correct copy of
the original document.

COMMUNITY BANK & TRUST

Lisa A. Kapellen

1634465

After Recording Return To:
Eastern WI Abstract
607 N. 8th Street
Sheboygan, WI 53081
Loan #300810

NEUMANN

SHEBOYGAN COUNTY, WI
RECORDED ON

04-17-2002 4:11 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

Parcel Identifier Number:
59281-713950

RECORDING FEE: 45.00
TRANSFER FEE:
079408 3

OF PAGES: 18

MORTGAGE

[Space Above This Line For Recording Data]

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 MARCH 28, 2002, together with all Riders to this document.

(B) "Borrower" is Angela M. Puddy, A Single Person.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COMMUNITY BANK & TRUST. Lender is a _____ organized and existing under the laws of _____. Lender's address is 655 S TAYLOR DR., SHEBOYGAN, WI 53081.

_____. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MARCH 28, 2002. The Note states that Borrower owes Lender FIFTY-SIX THOUSAND NINE HUNDRED SIXTY AND NO/100 Dollars (U.S. \$ 56,960.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 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]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] _____



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(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" mean 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. §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]

LOT THREE (3) OF BLOCK TWO (2), OF NEUMEISTER AND OEHLER'S SUBDIVISION OF THE CITY OF SHEBOYGAN ACCORDING TO THE RECORDED PLAT THEREOF.

which currently has the address of 2310 N 13th Street
[Street]

Sheboygan, Wisconsin 53083 ("Property Address"):
[City] [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 the 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.

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.

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:

Angela M. Puddy (Seal)
 -Borrower
 _____ (Seal)
 -Borrower
 _____ (Seal)
 -Borrower
 _____ (Seal)
 -Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wisconsin

Sheboygan

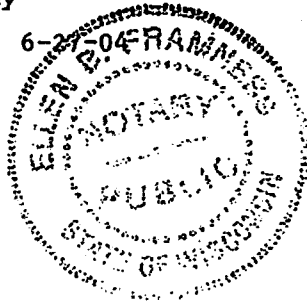
County ss:

The foregoing instrument was acknowledged before me this 28TH day of MARCH, 2002

by Angela M. Puddy

My Commission Expires: 6-2

(Seal)



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

This instrument was prepared by:
Debbie Filipiak



HOME Program
Mortgage Rider

VOL 1981 PAGE 975

(Home Ownership Mortgage Loans - Use With
WISCONSIN - Single Family - Fannie Mae/Freddie Mac Mortgage Form 3050)

THIS MORTGAGE RIDER is made this 28TH day of MARCH, 2002 and incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument(s)") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to COMMUNITY BANK & TRUST (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2310 N 13th Street, Sheboygan, Wisconsin ("Property Address").

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

1. Environmental Indemnity. The Borrower shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorney's fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (a) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (b) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property or the transportation of any Hazardous Substance to or from the Property, or (c) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Borrower shall immediately notify Lender in writing of any governmental or regulatory action or third party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property. This shall be added to and amend paragraph 21 of the Mortgage.

2. Transfer of the Property; Assumption. Borrower hereby agrees that the Property will continue to be occupied as the Borrower's principal residence for a period of time not less than the term of the Loan secured by the Security Instruments or if all or any part of the Property or an interest therein is sold or transferred or rented by the Borrower without the Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instruments, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option declare all the sums secured by the Security Instruments to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred to reach an assumption agreement in writing the (a) the credit of such person is satisfactory to Lender, (b) the interest payable on the sums secured by the Security Instruments shall be at such rate as Lender shall request, (c) the principal residence, three-year and purchase price requirements of the Mortgage Subsidy Bond Tax Act of 1980 ("MSBTA") have been met at the time of assumption, (d) such person qualifies as an eligible Borrower and complies with the mortgage loan eligibility requirements of the MSBTA and (e) all other conditions reasonably required by Lender have been met. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under the Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in Paragraph 15. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted paragraph 22. This shall be added to and amend paragraph 6 of the Mortgage.

3. Paragraph 19. Borrower's Right to Reinstate After Acceleration is deleted from the Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Mortgage Rider.

Angela M. Puddy (Seal)
Borrower Angela M. Puddy

Borrower (Seal)



DOCUMENT NO.

ASSIGNMENT OF MORTGAGE - BY LENDER

The undersigned Lender, for valuable consideration, receipt of which is acknowledged, assigns to Wheda

a Mortgage executed by Angela M. Puddy

to Lender and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin,

as Document No. 1634465
in Vol. 1981 Pg 959-976
(Volume/Page/Etc)

encumbering the real estate described below, together with a note or loan agreement from Borrower to Lender dated MARCH 28, 2002

If checked, this assignment is without recourse to Lender.

SHEBOYGAN COUNTY, WI
RECORDED ON

04-17-2002 4:11 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 11.00
TRANSFER FEE: 3
079408

OF PAGES: 1

Recording Area

Name and Return Address

Eastern WI Abstract
607 N. 8th Street
Sheboygan, WI 53081
Loan #300810

NEUMANN

59281-713950

Parcel Identifier No.

LOT THREE (3) OF BLOCK TWO (2), OF NEUMEISTER AND OEHLER'S SUBDIVISION OF THE CITY OF SHEBOYGAN ACCORDING TO THE RECORDED PLAT THEREOF.

If checked here, real estate description continues or appears on attached sheet.

STATE OF WISCONSIN

Dated MARCH 28, 2002

County of Sheboygan

Community Bank & Trust
NAME OF LENDER

This instrument was acknowledged before me

By Deberah L. Filipiak

on MARCH 28, 2002

Title Mtg Processing Officer

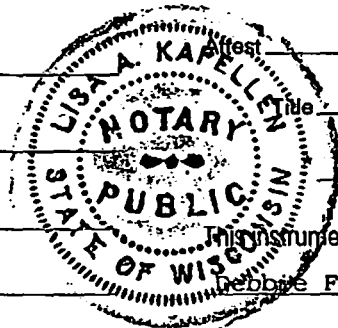
by Deberah L. Filipiak
(Names of person(s))

* Deberah L. Filipiak

as Mtg Processing Officer
(Type of authority)

of Community Bank & Trust
(Name of party on behalf of whom instrument was executed)

Lisa A Kapellen



This instrument was drafted by:

* Lisa A Kapellen
Notary Public, Wisconsin.

Deberah Filipiak
(Type or Print)

My Commission (Expires) (ls) January 15, 2006

*Type or print name signed above.

VI

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred R. O. No. 150-12-13 by the City Clerk submitting a claim from Kenneth L. Schilling for alleged damages done to the water service line where work was done on the 1000 block of Ontario Ave.; 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

3.5

R. O. No. 150- 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a claim from Kenneth L. Schilling for alleged damage done to the water service line where work was done on the 1000 block of Ontario Ave.

*Inance
deny &
and Notice of
Disallowance*

Susan Richards

City Clerk

III

15

3.2

George F. Johnson

DATE RECEIVED 9-18-12

RECEIVED BY L. G. [Signature]

CLAIM NO. 12-128

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: Kenneth L Schilling
- 2. Home address of Claimant: 503 Church St Kohler WI 53044
- 3. Home phone number: 920 889-9642
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) July 2012

6. Where did damage or injury occur? (give full description) 1011 Ontario Ave Sheboygan WI See Attached #1

7. How did damage or injury occur? (give full description) See Attached #1

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

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

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

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

(a) Public property alleged to be dangerous: _____

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

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

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

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

Auto: \$ _____

Property: \$ 9789.00

Personal injury: \$ _____

Other: (Specify below) \$ _____

\$ 9789.00

Damaged vehicle (if applicable)

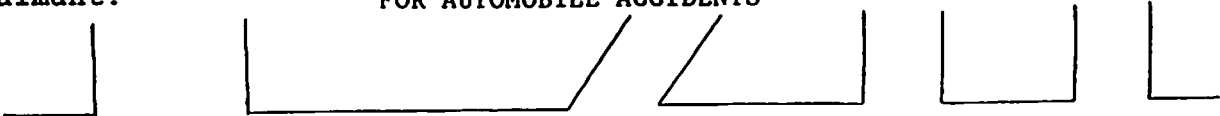
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



CURB

SIDEWALK

PARKWAY
SIDEWALK

CURB

SIGNATURE OF CLAIMANT: _____

Ker Sunf

Date: _____

9/18/2012

DATE RECEIVED 9-18-12

RECEIVED BY L. Schraeder

CLAIM NO. 12-12

CLAIM

Claimant's Name: Kenneth Schelling

Auto \$ _____

Claimant's Address: 503 Church St

Property \$ _____

Kohler W. 53044

Personal Injury \$ _____

Claimant's Phone No. 920 889-9642

Other (Specify below) \$ 9789.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 9789.00

SIGNED: Kenneth Schelling

DATE: 8/23/12

ADDRESS: 503 Church St
Kohler W. 53044



Kenneth & Linda Schilling
503 Church St.
Kohler, WI 53044
Ken Cell - 920-889-9642
Linda Cell - 920-918-1859

August 2012

1 The water service line had been damaged when there was work done on the 1000 block of Ontario Ave . A bandage had been done and approximately 15 feet of pipe replaced. In June of this year I had been informed by the Water Department that a leak from the service was located in the street. Contacted Edgewater Plumbing and the work commenced.

During the replacement of the service it was documented that the leak was the replacement pipe or the compressions. These had been installed by the city or a subcontractor. It was noted by the plumber that the original lead service was in excellent shape.

I

CITY OF SHEBOYGAN
FINANCE DEPARTMENT
828 CENTER AVENUE SUITE 205
SHEBOYGAN WI 53081
920-459-3371

August 29, 2012

Edgewater Plumbing
1416 Kentucky Ave
Sheboygan WI 53081

Invoice 2448

Dear Sir(s) &/or Madame(s):

This is to inform you of the charges for:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
10133140-443101-0	Street Excavating Permit 127038	
10133140-443101-0	1011 Ontario Ave	
10133140-443101-0	Blacktop	
10133140-443101-0	13 x 11 = 143 sq ft @ 3.00/sq ft	429.00
10133140-443101-0	Blacktop over Concrete	
10133140-443101-0	10 x 14 = 140 sq ft @ 10.00/sq ft	1,400.00
10133140-443101-0	Sidewalk	
10133140-443101-0	15 x 6 = 90 sq ft @ 3.00/sq ft	270.00
10133140-443101-0	10 x 3 = 30 sq ft @ 3.00/sq ft	90.00
	Total Due	2,189.00

Terms: Net 30 Days

Please enclose a copy of this letter with your payment.

Please make check payable to the City of Sheboygan and mail to the above address.

7600
2189

9789

Invoice



1416 Kentucky Ave
Sheboygan, WI 53081
920-452-7586

Date	Invoice #
6/1/2012	3167

Bill To
Ken Schilling 2624 S. 10th Street Sheboygan, WI 53081

Job Location
1011 Ontario Avenue Sheboygan, WI 53081

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Amount
Replace the water service from the City main into the house, and install a new 1" water meter setting.			
Parts		1,605.00	1,605.00
Plumber Labor		4,965.00	4,965.00
Stone		600.00	600.00
Tap		100.00	100.00
Permit		80.00	80.00
Sheboygan County Sales Tax		5.00%	0.00
<p><i>Paid in Full check # 1293</i></p>			
Thank you for your business. If you have any questions please give me a call.		Total	\$7,350.00

1.5% interest will be assessed on all unpaid balances after 30 days.



Kenneth & Linda Schilling
503 Church St.
Kohler, WI 53044
Ken Cell - 920-889-9642
Linda Cell - 920-918-1859

Billing amount		
Edgewater Plumbing	\$7350.00	
Sweep street	\$ 250.00	- my hours
Landscaping	\$400.00	
Total		\$8000.00

VI

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred R. C. No. 246-12-13 by the Committee of the Whole and R. O. No. 161-12-13 by the City Clerk submitting a communication from the Sustainable Sheboygan Task Force requesting that the Common Council call a Committee of the Whole meeting to received a presentation from Arch Electric on a proposed solar energy project for city buildings; recommends that the document be referred to Finance with a recommendation to approve \$5,000 to proceed with survey by Arch Electric. The Finance Committee recommends that the documents be placed on file.

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IV

VI

7.8

R. C. No. 246- 12 - 13. By WHOLE. November 5, 2012.

Your Committee to whom was referred R. O. No. 161-12-13 by the City Clerk submitting a communication from the Sustainable Sheboygan Task Force requesting that the Common Council call a Committee of the Whole meeting to received a presentation from Arch Electric on a proposed solar energy project for city buildings; recommends that the document be referred to Finance with a recommendation to approve \$5,000 to proceed with survey by Arch Electric.

Finance file

James A. Bohrer

Susan G. Gussard

[Signature]

Julia Kath

[Signature]

John Seley

[Signature]

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

8.7

IV

[Faint handwritten scribbles]

[Faint handwritten scribbles]

II

3.13

R. O. No. 161 - 12 - 13. By CITY CLERK. October 1, 2012.

Submitting a communication from the Sustainable Sheboygan Task Force, Jeanne Kliejuna Secretary, requesting that the Common Council call a Committee of the Whole meeting to receive a presentation from Arch Electric on a proposed solar energy project for city buildings.

*Whole
refer to
Finance w/recommendation
to approve \$5,000 to proceed
with survey by Arch Electric.*

Susan Richards
City Clerk

3.13

III

Charles P. Condit

Sept. 19, 2012

To: Common Council – City of Sheboygan

From: Sustainable Sheboygan Task Force, Jeanne Kliejunas Secretary

The Sustainable Sheboygan Task Force requests that the Sheboygan Common Council call a Committee of the Whole meeting to receive a presentation from Arch Electric on a proposed solar energy project for city buildings. This request addresses the City's need to do ongoing planning regarding reducing energy costs for its municipal buildings. The Task Force sees this presentation as an opportunity to reduce energy costs steadily over the next 30+ years at no actual cost to the city.

Sustainable Sheboygan Task Force members will facilitate this presentation for the Committee of the Whole, once this request is scheduled.

Thank you.

VI

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred R. O. No. 166-12-13 by the City Clerk submitting a claim from Patrick and Derek Boos for alleged damages when there was a repossession of a stolen motorcycle that he legally purchased through another party that purchased it legally from the Police Auction; recommends that the claim be paid in the amount of \$1,800.

_____ 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

4.2

R. O. No. 166-12-13. By CITY CLERK. October 15, 2012.

Submitting a claim from Patrick and Derek Boos for alleged damages when there was a repossession of a stolen motorcycle that he legally purchased it through another party that purchased it legally from the Sheboygan Police Auction.

Finance
Pay \$1,800⁰⁰

Lisaw Richards
City Clerk

III

175

175

DATE RECEIVED 10-2-12

RECEIVED BY R. Stangor

CLAIM NO. 13-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 2 '12 PM 12:28

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: Patrick & Derek Boos
2. Home address of Claimant: N2805 Lietzow Rd - Marinette
3. Home phone number: (715) 735-3745
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Aug. 27, 2012 - ^{18:29:38} ~~17:45~~ hours
6. Where did damage or injury occur? (give full description) N2805 Lietzow Rd. Marinette, WI. 54143

7. How did damage or injury occur? (give full description) Repossession of a stolen motorcycle that I legally purchased from Daniel D. Goodine who purchased it legally from the Sheboygan Police Auction. Incident # ^{Sheboygan Co.} S12-15724 - Sheriff's Dept.

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

(a) Name of such officer or employee, if known: Sheboygan Police Dept.

(b) Claimant's statement of the basis of such liability: Sold a stolen motorcycle at Police Auction. VIN# was written down incorrectly.

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, CHIEF DOMOGALSKI, LAURIE SUHRKE

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").

Loss of a Honda 2003 CR250R dirt bike.

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

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

Auto: \$ NIA

Property: \$ NIA

Personal injury: \$ NIA

Other: (Specify below) \$ 2500.00

Honda 2003 CR250R Dirt Bike, lost wages, gas, time going to Sheboygan

Damaged vehicle (if applicable)

Make: NIA Model: NIA Year: NIA Mileage: NIA

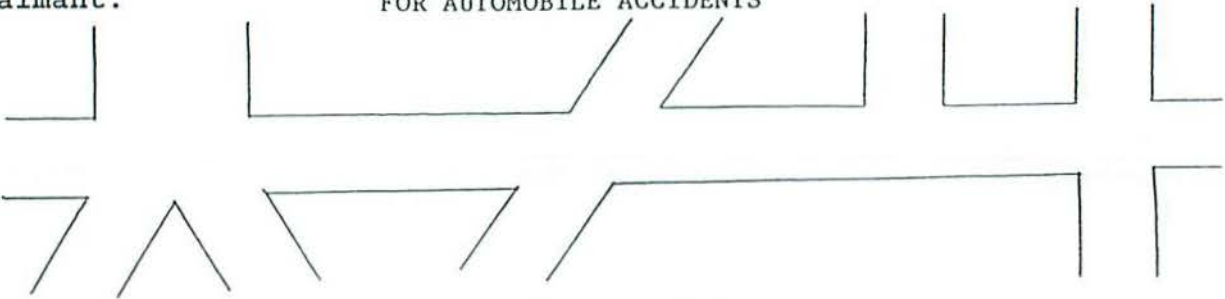
Names and addresses of witnesses, doctors and hospitals: _____

NIA

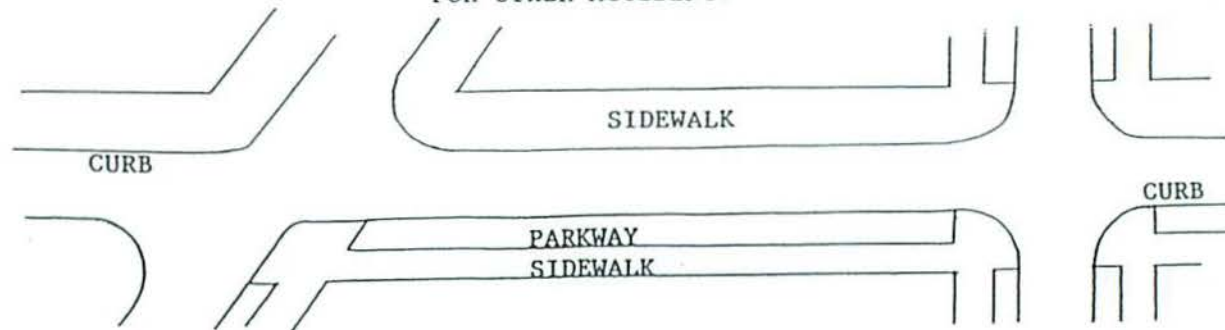
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING ^{NIA} DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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:

Patricia A. Bros Derek Bros

Date:

10/1/2012

DATE RECEIVED 10-2-12

RECEIVED BY L. Schroeder

CLAIM NO. 13-12

CLAIM

OCT 2 '12 PM 12:28

Claimant's Name: Patrick & Derek Boos

Auto \$ N/A

Claimant's Address: N2805 Lietzow Rd.

Property \$ N/A

Marinette, WI 54143

Personal Injury \$ N/A

Claimant's Phone No. (715) 735-3745

Other (Specify below) \$ 2500.00

Honda Dirt Bike, lost wages, gas time going to and from Sheboygan

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 \$2500.00.

SIGNED: Patrick A. Boos Derek Boos

DATE: 10/1/2012

ADDRESS: N2805 Lietzow Rd.
Marinette, WI 54143

October 1, 2012

To: The City of Sheboygan,

On August 27, 2012 an officer from the Marinette Co Sheriff's Department came to our residence and asked if we had a 2003 Honda Dirt Bike. We told him yes and he asked if he could see it. I inquired as to why he wanted to see it? He replied it might be a stolen dirt bike.

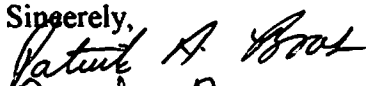
Since my son (Derek) had the dirt bike for sale on Craigslist ad a person came earlier to look at it and then left. That's when the officer from the Marinette County Sheriff's Department came by shortly after to see the bike. The Deputy was asked by Sheboygan to verify the VIN #. He then told us that the dirt bike was a stolen bike. I then explained where we purchased the dirt bike from. Then the original owner Aaron M Ringmeier came back to repossess his stolen dirt bike. My son Derek was just devastated that his dirt bike that he purchased legally for \$1800. 00 (Sheboygan Co. Sheriff Department retains copies of the bill of sale) and invested \$2547.77 in parts (copies of those receipts enclosed) which would be a total loss of \$4347.77. The dirt bike was just taken away from him without any compensation. The person that we purchased the dirt bike from also legally purchased it from the City of Sheboygan Police Auction. (Sheboygan Co. Sheriff's Department retains a copy of the bill of sale).

After finding out the whole story as to what happened (per the Sheboygan County Sheriff's Report – copy enclosed) - we feel he should be compensated at least \$2500.00. Since this incident should not have even occurred – the City should have confirmed that the VIN # was correct before they put the dirt bike up for auction it was a lack of accountability with your department. Derek was in the process of selling his dirt bike on Craigslist ad for \$2300.00. We feel he should get the \$2300.00 for what he listed the dirt bike for and \$200.00 for him having to take time off from work, gas mileage and the time with going to and from Sheboygan for this incident.

We hope and feel that the City of Sheboygan will take accountability for their mistake and compensate us for our loss and that this issue can be resolved without any other further legal action on our part and or getting the media involved because I think they would find this an interesting matter.

Thank you.

Sincerely,



Patrick A. Boos and Derek V. Boos



SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT

Incident S12-15724

090077106

Nature: CRIME FOLLOW UP
Location:

Address: N2805 LIETZOW ROAD
MARINETTE WI 54143

Offense Codes: 2316

Received By: SCHWARZ, AMY How Received: T Agency: SCSD
Responding Officers: LIERMANN, JASON
Responsible Officer: LIERMANN, JASON Disposition: ACT 08/27/12

When Reported: 18:29:38 08/27/12 Occurred Between: 18:29:38 08/27/12 and 18:29:38 08/27/12

Assigned To: Detail: Date Assigned: **/**/**
Status: Status Date: **/**/** Due Date: **/**/**

Complainant: 78944

Last: RINGMEIER First: AARON Mid: M
DOB: 09/23/79 Dr Lic: Address: 4306 SOUTH 12TH STREET
Race: Sex: M Phone: (414)659-0156 City: SHEBOYGAN, WI 53081

Offense Codes

Reported: 9290 FOLLOW UP CRIME Observed: 2316
- SOFTWARE THEFT/VEHICLE/MOTORCYCLE

Additional Offense: 2316
THEFT/VEHICLE/MOTORCYCLE

Circumstances

Responding Officers: Unit :
LIERMANN, JASON S103

Responsible Officer: LIERMANN, JASON Agency: SCSD
Received By: SCHWARZ, AMY Last Radio Log: 20:21:33 08/27/12 CMLPT
How Received: T TELEPHONE Clearance: RTF REPORT TO FOLLOW
When Reported: 18:29:38 08/27/12 Disposition: ACT Date: 08/27/12
Judicial Status: Occurred between: 18:29:38 08/27/12

Misc Entry:

and: 18:29:38 08/27/12

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description	
09/04/12	Name	BOOS, DEREK VAN	Contact
09/04/12	Name	GOODINE, DANIEL D	Contact
09/04/12	Name	BOOS, PATRICK A	Contact
08/27/12	Name	MARINETTE COUNTY SHERIFFS DEPT,	CONTACT
08/27/12	Name	RINGMEIER, AARON M	OWNER
08/27/12	Name	RINGMEIER, AARON M	Complainant
08/27/12	Vehicle	RED WHI 2003 HOND CR WI	Vehicle
09/03/12	Cad Call	15:48:58 09/03/12 FOLLOW UP	FOLLOW UP
08/27/12	Cad Call	18:29:38 08/27/12 CRIME FOLLOW UP	Initiating Call
09/04/12	Property	09 DIG AUD LE 0	Related Incident

Narrative

20:41:11 08/27/2012 - LIERMANN, JASON

On Monday August 27th, 2012, at approximately 1745 hours I, Sergeant Jason Liermann, was the on duty supervisor for the Sheboygan County Sheriff's Office, located at 525 N. 6th Street, in the City of Sheboygan, when I handled a phone call regarding a motorcycle which was stolen in 2009 under complaint number 09-0077-106.

Result: 2003 Honda CR motorcycle (JH2ME03343M504175) was recovered and returned to the owner.

Follow Up: Yes by Deputy Fenner

Photos: No

Statements: No

Squad: None

Video: No

Forms: 2 Page Craigslist Ad

Complainant/Owner: Aaron M. Ringmeier M/W 09/23/79 of 4306 S. 12th Street, Sheboygan, WI 53081, with a cell phone of 414-659-0156. Verbally identified.

Contact: Marinette County Sheriff's Department, 2161 University Drive, Marinette, WI 54143, work phone number of 715-732-7600.

Vehicle: 2003 Honda CR Motorcycle with a Vehicle Identification Number of JH2ME03343M504175 with a 250cc engine.

Mon Aug 27 21:44:24 CDT 2012 - LIERMANN, JASON:S104

On Monday August 27, 2012, I, Sergeant Jason Liermann, was the on-duty

supervisor for the Sheboygan County Sheriff's Department located at 525 North 6th Street, in the City of Sheboygan, when I was approached by our front desk receptionist in regards to a phone call she had received. I learned that our receptionist was on the phone with a male party who reported a motorcycle stolen back in 2009. It's now believed that this party had located his stolen motorcycle in Marinette. The receptionist gave me a complaint number of 09-0077-106 which is based off of our old records management system. I was able to print a copy of the report off and learned that Deputy Fenner handled the investigation back on November 5, 2009. Upon learning this information I did ask the receptionist to transfer the call back to my desk.

I then made phone contact with the original reporting person/complainant and verbally identified him as Aaron M. Ringmeier, male/white, dob: 09/23/79, of 4306 South 12th Street, Sheboygan, WI 53081, with a cell phone number of 414 659-0156. Aaron advised me that he was checking on craigslist when he came across a ad of a motorcycle which matched the one that he had stolen. Back in 2009 Aaron reported a 2003 Honda CR red in color which was stolen. This motorcycle was a 250cc motorcycle with a VIN #JH2ME03343M504175. I did learn that the motorcycle was previously red in color and had white fenders.

Based on this information and while Aaron was still on the phone I did look into the craigslist ad and noted that it was listed on the ad site on August 21st, 2012, which was last Tuesday. The ad advised that a Honda CR 250r was for sale for \$2300.00 in Marinette. The ad talks about the bike and what has all been done to it recently. However there was no information as far as the vehicle identification number. Again the listing party was asking for \$2300.00 or best offer. It also listed that any interested parties could call or text 715 923-6093 with the name of Derek behind it. It also says it was open to any trades for any type of car or truck.

Aaron advised me that after he saw this ad, he went up to Marinette and did a visual inspection on the motorcycle since it matched one that he had stolen. While he was there, he did confirm that a vehicle identification number was the one that matched the motorcycle he had stolen. I further learned that Aaron spoke to Derek and Derek's father. Aaron believed Derek was around 16 years old. After looking at the motorcycle, Aaron left the residence and contacted the Sheriff's Department. I learned that the motorcycle was currently at N2805 Lietzow Road in Marinette County. Aaron also told me that Derek and his father advised they purchased the motorcycle in Sheboygan.

Aaron was initially going to head back towards Sheboygan but I asked him to stay where he was while I attempted contact with Marinette County in hopes of getting an officer to the residence yet this evening. Aaron advised that he would stay where he was and I would contact him.

I then made contact with Marinette County Sheriff's Office. Upon speaking with the dispatcher, I did confirm the address given to me was in Marinette County and under the Sheriff's Department jurisdiction and there was no local law enforcement agency I needed to contact. I then asked the dispatcher if they could have an officer check the address on Lietzow Road in regards to a stolen motorcycle. I gave the dispatcher the information I had from our original

complaint regarding the description and vehicle identification number. The dispatcher advised me that she did have a sergeant in the area and would be dispatching him there. I did advise her that a TTY message would be sent asking them to check for this reported stolen motorcycle.

I recontacted Aaron and advised him of what was occurring and asked him to just stand by while we waited for further information. Aaron did point out that the motorcycle was changed slightly due to the easiness of changing fenders and other parts on the motorcycle. After hearing this, I advised Aaron that I would call him back shortly when I heard from Marinette County.

I again contacted Marinette County and the dispatcher that I spoke to earlier advised that I would be speaking to Sergeant Mike Siebert. The dispatcher gave me a phone number of 715 923-9818. I did attempt phone contact with Sergeant Siebert but got his voice mail. A short time later I learned that Sergeant Siebert was on the phone. Upon speaking with Sergeant Siebert, he asked me if I knew where he could locate the vehicle identification number. I advised Sergeant Siebert that the vehicle identification number should be located on the neck portion of the frame near the forks on the front. A short time later Sergeant Siebert located the vehicle identification number and read it back to me. The vehicle identification number Sergeant Siebert read to me matched the vehicle identification number of the stolen Honda motorcycle. I advised Sergeant Siebert that the motorcycle was reported as stolen to our department and asked that he have his dispatch send a HIT confirmation to our dispatch center. I further learned from Sergeant Siebert that the individuals he was out with purchased the motorcycle back in May of 2010 possibly from a Dave party in Sheboygan. I did ask Sergeant Siebert to get any information he could regarding who they purchased it from so we could continue our investigation into the theft. I asked Sergeant Siebert to give me a call when he clears the residence and also advised him that I would have Aaron respond back to the residence to retrieve the motorcycle. Sergeant Siebert confirmed that he would be at the residence when Aaron arrived.

I recontacted Aaron and advised him of the findings. Aaron advised me that he would be back to the residence within 15-minutes or so. He did advise that he needed to go to a Menards to purchase a trailer in order to get the motorcycle home.

At approximately 2120 hours I again had contact with Sergeant Siebert from Marinette County Sheriff's Office. Sergeant Siebert advised me that he would complete his report and it would be e-mailed me on Tuesday August 28, 2012. Sergeant Siebert did advise that the father described the person he bought the motorcycle from by the name of Dave. David is approximately 5'9 tall, weighing between 165 and 185 lbs. with brown hair. Sergeant Siebert also advised that the father would meet with an officer here in Sheboygan and take us to the residence where he purchased the motorcycle from. I thanked Sergeant Siebert for all his assistance in this matter and advised him if I had further questions I would be in contact with him.

At this point my investigation into this incident has been completed. I will be turning over this complaint to Deputy Fenner to follow up on. I did log into

records the two page craigslist ad which initially described the motorcycle and also included a picture that Derek had posted. Also the owner is in possession of the motorcycle at this time. Please refer to reports that will be generated with further follow up. Also when I receive a copy of Sergeant Siebert' report I will have it submitted to records. This concludes my investigation and I will be conducting no further reports.

Supplement

18:45:17 09/03/2012 - LIERMANN, JASON

On Monday September 3, 2012, at approximately 1600 hours I, Sergeant Jason Liermann, was the on-duty supervisor for the Sheboygan County Sheriff's Office, located at 525 N. 6th Street, Sheboygan, WI 53081, and assisted Deputy Fenner with his on-going investigation regarding this complaint.

Result: I researched the homeowner for 2222 N. Kay Drive, in the City of Sheboygan, and prepared a photo lineup for Deputy Fenner.

Follow up to come: No

Squad: N.A.

Squad video: No

Photos: No

Recorded Interview: No

Written Statements: No

Narrative:

Deputy Fenner arranged to follow-up on his stolen motorcycle complaint, in which the motorcycle was recovered on 08/27/12. The individuals that had the motorcycle, came down to Sheboygan to show Deputy Fenner where they purchased it from back in 2010. A short time later Deputy Fenner advised me that the address where the motorcycle was bought was 2222 N. Kay Drive, in the City of Sheboygan.

In doing some research, I learned that Daniel D Goodine, M/W, 07/10/80, resided at the address. I also confirmed this by running Daniel's information with Department of Transportation records. It also appeared that Daniel has resided there since around December of 2009.

Afterwards Deputy Fenner asked that I prepare a photo lineup, so he could show it to the witnesses who bought the motorcycle after it was stolen. The photo's were in the following order: 1- Anthony B Huber; 2-Timothy G Rachu; 3- Daniel D Goodine; 4- Aaron M Rider; 5- Thomas J Winkel; 6- David L Jurk; 7- Blank; and 8- Blank. The photo's were placed into separate folders by me and Deputy Fenner did not see what order they were in. I gave the folders and instruction sheet to Deputy Fenner, with the instructions to hand them back to me afterwards.

After doing the lineup, Deputy Fenner gave me the photo's back. He advised that the parties did not identify the possible suspect, but #3 did have a familiar face. I then removed the photo's from the folders. I put the names, DOB, where they were in the lineup, my initials & unit number and the date on the photo's. The photo's were logged into records.

I did speak to District Attorney DeCecco about this case. In speaking with him, we were in agreement that Deputy Fenner should do a Knock & Talk at the

residence on N. Kay Drive. Depending on the outcome, we could get a warrant for the computers in the residence and search for the original transactions from E-Bay. I will not be conducting any further investigation, please refer to Deputy Fenner's report.

Supplement

20:04:30 09/03/2012 - FENNER, JARROD

On 090312 at approximately 1530 hours, I, Deputy Fenner, S153, completed follow up investigation on a motorcycle theft which occurred in November of 2009 (Crime #09-0077-106).

Result: Investigation complete. Vehicle sold to subject at Sheboygan PD auction, however, SPD had transcribed the VIN with 1 mismatched number/letter. (SPD crime complaint #09-0078-466)

Follow up to come: yes. Will verify correct VIN number on motorcycle in person with the victim.

Squad: 41

Squad video: no

Photos: no

Recorded Interview: yes

Written Statements: no

Persons Identified: Contact; Patrick A Boos, m/w, 031365, N2805 Lietzow Road, Marinette WI, 54143, H(715)735-3745, C(715)923-6098. ID'd verbally.

Contact; Derek V Boos, m/w, 042196, N2805 Lietzow Road, Marinette WI, 54143, (715)735-3745. ID'd verbally.

Contact; Daniel D Goodine, m/w, 071080, 2222 N Kay Drive, Sheboygan WI, 53083. ID'd verbally.

Victim; Aaron M Ringmeier, m/w, 092379, 4306 S 12th Street, Sheboygan WI, 53081, (414)659-0156. ID'd verbally.

Supplement

Wed Sep 05 07:08:32 CDT 2012 - FENNER, JARROD - S158/srs

On Monday, 08/27/12, I, Deputy Fenner, received information from Sgt. Liermann in reference to a prior motorcycle theft I had investigated in 2009 (Crime No. 09-0077-106). Sgt. Liermann stated the motorcycle, which was stolen from South 12th Street, had been located by the complainant, Aaron, in the City of Marinette, Wisconsin. The address provided to me by Sgt. Liermann where the vehicle was located was N2805 Lietzow Road. Sgt. Liermann also provided me with the information the Marinette County Sheriff's Department had obtained in reference to the recovery of this motorcycle.

The report from the Marinette County Sheriff's Department listed the subject at the address on Lietzow Road as Patrick Boos. I was able to make phone contact

with Patrick in reference to this incident. Patrick stated he was willing to cooperate in any way he could. I asked Patrick if he knew who sold him the motorcycle. Patrick stated he did not remember a name; however, he stated he could show me exactly where the house was from where he bought the motorcycle. Arrangements were made for Patrick to come to Sheboygan on Monday, 09/03/12, at approximately 1530 hours, for this part of the investigation.

I made contact with Patrick on 09/03/12 at approximately 1530 hours. Along with Patrick was his son, Derek, who was with Patrick at the time of the purchase of the motorcycle. I obtained a civil process van where Patrick was able to guide me, without any direction from myself, and identify the house located at 2222 North Kay Drive in the City of Sheboygan.

After Patrick and Derek's identification of the residence, I contacted Sgt. Liermann, asking if he could find out any information in reference to who resides at that residence and set-up a photo line-up to attempt to identify the subject who sold the motorcycle to Patrick. (See Sgt. Liermann's report in reference to his completion of the photo line-up).

Upon arrival back at the Sheriff's Department, I spoke with both Derek and Patrick in the conference room located in Room 112 at the Sheriff's Office. I asked both parties about the purchase and exactly what they remembered about it. The following is a summary of my discussion with the two: On May 16th of 2010, Derek had located a motorcycle on Craig's List that he was interested in buying. On May 17, 2010, at approximately 9:00 a.m., Derek (using a land-line), called a party he recalled with the name of "Dave" and questioned him about the motorcycle. It should be noted in the recollection, the party named "Dave" was later identified as Daniel D. Goodine. Dave stated a good time for them to meet would be earlier in the afternoon after church was done. Derek stated this is when he and his father got in his father's vehicle and headed towards Sheboygan. Patrick stated at approximately the 144 exit, he had made phone contact with Dave confirming he was at home, so they could look at the motorcycle.

Upon arrival at the address of 2222 North Kay Drive, in the City of Sheboygan, which was described by Patrick as a two-story white house with a detached white garage, Patrick observed also a white rusty Dodge Ram truck with work being done on the left front tire in the driveway. Patrick stated they made contact with Dave in the garage, again detached from the residence, with Dave and a friend. Patrick describes Dave as a male/white, 5'8", 160 to 170-pounds, short brown hair, and in his mid-30's. He describes the friend (who he did not have a name for) as a white/male, mid-30's, approximately 6' tall with a thing build, black hair, and light facial hair, possibly a goatee.

He stated after they had made contact with the two subjects, they noticed the dirt bike in the garage on cinder blocks with Dave changing the transmission oil. After completing the repair to the motorcycle, he (Dave), rolled it out of the garage and started it for Derek to take it for a test drive. After completion of the test drive, Patrick and Dave settled on a price of \$1,800.00 for the sale of the bike.

Patrick stated after he had given Dave the money, he (Dave) went into the residence where he made a Bill of Sale, which both he (Patrick) and Dave signed.

One copy was given to Patrick and the other to Dave. After the exchange of the sale slips, the motorcycle was loaded into the back of Patrick's truck and they left without incident.

Patrick stated he was 100% certain of the date given of 5/16/10 because of a YouTube video Derek had made after getting home from Sheboygan showing off his new bike. The video from YouTube was dated 05/17/10 at 5:30 p.m.

I asked Patrick if he had been in contact with the original bike owner, Aaron. He stated he had spoken with Aaron after the Marinette County Sheriff's Department was there about the motorcycle. Patrick stated he had asked Aaron how he recognized the motorcycle since they had completed numerous updates on it. Aaron told Patrick he recognized the motorcycle as his from the picture after he saw the after-market 3-gallon gas tank, the dent in the exhaust, and the dealership sticker on the front fork of the motorcycle.

I asked Patrick and Derek if they had any other information they felt was pertinent reference to this investigation. Patrick stated he did ask Dave about the ownership of the vehicle. He stated Dave told him he was the second owner and had owned it less than a year. Patrick asked Dave why he was selling the motorcycle and he stated he had no other person to ride with.

Next, I completed, with both Patrick and Derek, the photo line-up that Sgt. Liermann had put together. The first subject I showed the line-up to was Patrick. I read to Patrick the instructions for the photo line-up, asking him if he understood them as I had given them. Patrick stated he did and signed the form. Patrick went through folders #1 through #8, stating he did not recognize any subject as the person who sold him the bike. Patrick asked to look at the folders again. After looking through the folders again, he stated he could not 100% identify any of the subjects as the person who sold him the motorcycle; however, #3 struck him as looking familiar.

Next, I completed the photo line-up with Derek. I read the instructions to Derek and asked him if he understood them. Derek stated he did and signed the form stating the same. Derek was shown Folders #1 through #8, to which he stated he did not recognize any of the person as being the subject who sold him the motorcycle.

I thanked both Patrick and Derek for their time and stated if I had any further questions, I would contact them.

Next, I made contact at the address on North Kay Drive. It should be noted, my contact with Daniel was recorded using my digital recorder. I made contact with Daniel at the front door and informed him of the reason for my contact, that I was completing an investigation which involved a motorcycle he had sold a couple years prior. I asked Daniel if he knew what I was talking about. Daniel stated he had sold a couple of motorcycles in the last couple of years and asked me to be more specific. I informed Daniel, the motorcycle I was referring to was the '03 Yamaha 250-CC CR, red and white in color, sold to a father and son from the City of Marinette. Daniel stated he did remember the sale. I informed Daniel the reason I was involved in reference to the sale was because of the fact the motorcycle was a stolen vehicle.

Daniel seemed confused, stating he did not know how the vehicle could have been stolen since he purchased it from the Sheboygan Police Department abandoned vehicle auction. I asked Daniel if he had any confirmation of the sale. Daniel stated he had on-file both the receipt from the auction and the sales agreement between he and Derek for the sale of the motorcycle.

Daniel led me to the basement where he was able to provide me with copies of both the sale to Derek and from when he purchased the motorcycle from the Sheboygan Police Department auction.

In looking at the sales receipt from the Sheboygan Police Department, it shows a Crime Complainant Number of 09-0078-466. It shows the vehicle listed as a 1995 Honda CRV, off-road motorcycle/dirt bike, selling for the price of \$650.00 to Daniel. The motorcycle was listed as abandoned with the authorizing agent of Sgt. Anderson of the Sheboygan Police Department.

After obtaining this sales receipt from Daniel, I compared it to the sales receipt given to Derek. The VIN number listed on the sales receipt from the Sheboygan Police Department Auction has the 10th digit listed as an S. On the receipt given to Derek from Daniel, the 10th digit is listed as a 3.

Believing no illegal action has taken place in reference to the sale between Daniel and Derek, I would not be seeking any charges. Daniel did provide me with photocopies of both the receipts for the two transactions. Upon arrival back to my squad car, I looked up on the Crime System, the original complaint. The VIN on the original complaint matches the VIN listed on the sales transaction between Daniel and Derek, not the one listed on the sale receipt from the Sheboygan Police Department.

This information was passed onto Sgt. Liermann, Patrick and Aaron. Sgt. Liermann asked that I meet in person with Aaron to physically check the VIN on the motorcycle which was now back in Aaron's possession.

I made phone contact with Aaron, who stated he was out of the city on a family emergency; however, he would contact me in the next couple of days so I could meet with him at his residence on South 12th Street to verify the VIN. I will be completing no further investigation on this incident.

Vehicles

Vehicle Number:

28515

License Plate:

State: WI

Vehicle Year: 2003

Make: HOND HONDA

Color: RED / WHI

Vehicle Type: MC MOTORCYCLE

License Type: MC MOTORCYCLE

Expires: **/**/**

VIN: JH2ME03343M504175

Model: CR

Doors: 0

Value: \$0.00

Owner:

Last: RINGMEIER **First:** AARON **Mid:** M
DOB: 09/23/79 **Dr Lic:** **Address:** 4306 SOUTH 12TH STREET
Race: **Sex:** M **Phone:** (414)659-0156 **City:** SHEBOYGAN, WI 53081

Agency: SCSD SHEBOYGAN COUNTY **Date Recov/Rcvd:** **/**/**
SHERIFFS DEPT

Officer: FENNER, JARROD **Area:**
UCR Status: SRO STOLEN LOCAL, RECOVERED **Wrecker Service:**
OTHER

Local Status: **Storage Location:**
Status Date: 08/27/12 **Release Date:** **/**/**

Comments:
250CC

Property

Property Number: 28848 **Owner Applied Nmbr:**
Item: 09 DIG AUD LE

Brand: **Model:**
Year: 0 **Quantity:**
Meas: **Serial Nmbr:**
Total Value: \$0.00 **Color:**

Owner: **Tag Number:**
Agency: SCSD SHEBOYGAN COUNTY
SHERIFFS DEPT

Accum Amt Recov: \$0.00 **Officer:** FENNER,
JARROD

UCR: **UCR Status:**
Local Status: **Storage Location:**
Crime Lab Number: **Status Date:** **/**/**
Date Released: **/**/** **Date Recov/Rcvd:** **/**/**
Released By: **Amt Recovered:** \$0.00
Released To: **Custody:** **.*.** **/**/**
Reason:
Comments:

Name Involvements:

Complainant : 78944
Last: RINGMEIER **First:** AARON **Mid:** M
DOB: 09/23/79 **Dr Lic:** **Address:** 4306 SOUTH 12TH STREET
Race: **Sex:** M **Phone:** (414)659-0156 **City:** SHEBOYGAN, WI 53081
Contact : 79751

Last: GOODINE	First: DANIEL	Mid: D
DOB: 07/10/80	Dr Lic: G350-1648-0250-04	Address: 2222 N KAY DR
Race: W	Sex: M	Phone: (920)458-9388
		City: SHEBOYGAN, WI 53083
CONTACT : 17951		
Last: MARINETTE	First:	Mid:
COUNTY		
SHERIFFS		
DEPT		
DOB: **/**/**	Dr Lic:	Address: 2161 University Dr
Race:	Sex:	City: Marinette, WI 54143
	Phone: (715)732-7600	
Contact : 79752		
Last: BOOS	First: PATRICK	Mid: A
DOB: 03/13/65	Dr Lic: B200-6616-5093-04	Address: N2805 LIETZOW ROAD
Race: W	Sex: M	Phone: (715)735-3745
		City: MARINETTE, WI 54143
Contact : 79750		
Last: BOOS	First: DEREK	Mid: VAN
DOB: 04/21/96	Dr Lic: B200-1789-6141-06	Address: N2805 LIETZOW RD
Race: W	Sex: M	Phone: (715)735-3745
		City: MARINETTE, WI 54143

North Motorsports, Inc.

3711 10th Street
Menominee, MI 49858
906-863-5592 906-863-6203

Repair Order Invoice

R/O Number: 17805
Invoice Number: 108780
Cashier: MICHAEL RYBAK
Date: 8/24/2011

Repair Order For:

BOOS, PAT
N2805 LIETZOW RD
MARINETTE, WI 54143
715 735 3745

Units For This Repair Order

Service Writer: JOE HERISON

Year	Make	Model	VIN / Serial No.	Plate	Key Board	Miles
2003	HONDA	CR250R				

Job: DIAGNOSE - HARD STARTING - BAD IDLE

Job For: 2003 HONDA CR250R

BOGS BAD TOO.
CHANGED PIPE, SILENCER, V-FORCE REED, SET JETTING TO REC
PER FMF. MAIN 400, SLOW 40
STILL RUNS POOR

Parts

Part Number	Quantity	Description	Each Price	Extension
93500-04025-0A	1	SCREW, PAN (4X25)	\$1.27	\$1.27
17910-KZ3-J41	1	CABLE, THROTTLE	\$23.98	\$23.98
98079-58679	1	SPARK PLUG (BR8EG)	\$6.78	\$6.78
99133-KZ3-0300	1	JET, SLOW (#30)	\$9.96	\$9.96
Parts Subtotal				\$41.99

Labor

Description	Job Code	Technician	Quantity	Line Total
DIAGNOSE		ELI SMITH (ELI)	2 Hours	\$144.00
Labor Subtotal				\$144.00

Recommendations

2-STROKE BIKES ARE DESIGNED TO IDLE FOR ANY LENGTH OF TIME.

Resolution

CHANGED SPARK PLUG, THROTTLE CABLE, OIL'D AIR FILTER (WAS DRY!), TEST DROVE, REJETTED, TEST DROVE, LIMITED TEST RIDE AVAILABLE, MAY NEED FURTHER JETTING, MAY WANT TO TRY PREMIX AT 50:1 WITH APPROPRIATE OIL.

Other Charges	
Shop Supplies	\$10.00
Job Subtotal	\$195.99

North Motorsports, Inc.
 1711 10th Street
 Menominee, MI 49858
 906-863-5592 906-863-6203
 Duplicate Invoice

Receipt Number 91672
 8/30/2010
 Cashier:
 Salesperson:

BOOS, PAT
 N2805 LIETZOW RD
 MARINETTE, WI 54143
 715 735 3745

Special order # 15284

QTY	DESCRIPTION	AMOUNT
1	GEAR, WATER PUMP P/N 19240-KZ3-J20 Reg. Price: \$81.70	71.90
1	SEAL, WATER PUMP P/N 91211-KA3-761 Reg. Price: \$5.47	4.81
2	WASHER (7MM) P/N 90447-KE1-000 Reg. Price: \$3.78	3.32
2	GASKET, WATER PUMP P/N 19229-KZ3-L20 Reg. Price: \$8.22	7.24
1	WASHER (6.5MM) P/N 90463-ML7-000 Reg. Price: \$2.20	1.94
1	GASKET, R. P/N 11395-KZ3-L20 Reg. Price: \$16.49	14.51
1	BEARING (12X28X7) P/N 91001-KA4-003 Reg. Price: \$12.65	11.13
1	OIL SEAL (12X22X5) P/N 91201-965-000 Reg. Price: \$3.29	2.90
1	SEPARATOR P/N 19222-KZ3-L20 Reg. Price: \$7.86	6.92

Picked Up

Sold Now

QTY	DESCRIPTION	AMOUNT
1	OIL (SAE 80W/85W) Q P/N 08C35-A851M01 Reg. Price: \$7.29	6.42
Sold Now Taxable Total		7.29
Sold Now Less Discount		0.87
Discounted Taxable Total		6.42
Sold Now Sales Tax		0.39
Deposit for Special Order		132.15
Total Amount Due		138.96
Cash Tended		140.00
Cash Change Due		1.04

Thank You For Your Business!
 NO RETURNS OR EXCHANGES ON ELECTRICAL
 PARTS OR SALE / CLOSEOUT ITEMS.
 INSTORE CREDIT OR EXCHANGE ONLY.

NORTH HONDA PO
 371 TH
 MENOMINEE, MI

TERMINAL ID. :
 MERCHANT #:

VISA

*****0972
 SALE
 BATCH: 000089
 DATE: May 17, 10
 SEQ: 0009

IHV:
 AUTH

TOTAL

PATRICK A BOOS

CUSTOMER COPY

Discounts Given
Parts Discount: \$0.02

Sales Tax \$3.60
Repair Order Total **\$98.71**
Previous Deposits \$90.00
Total Amount Due **\$8.71**
Cash tendered \$10.00
Change Due **\$1.29**

I authorize the repairs stated on this repair order.
I promise to pay for the listed repairs within 5 business days of completion.
I authorize storage fees of \$15 per day starting 5 business days after completion.
I authorize North Motorsports, Inc. to place a mechanics lien on the listed unit.

Authorized Signature _____ Authorized Estimate \$ _____

Current Email Address _____

Best Way To Contact (check one) _____ Phone _____ Email _____ Text to Phone # _____
Thank You For Your Business.

North Motorsports, Inc.

3711 10th Street
Menominee, MI 49858
906-863-5592 906-863-6203

Repair Order Invoice

R/O Number: 17995
Invoice Number: 110106
Cashier: MICHAEL RYBAK
Date: 9/23/2011

Repair Order For:

BOOS, PAT
N2805 LIETZOW RD
MARINETTE, WI 54143
715 735 3745

Units For This Repair Order

Service Writer: JOE HERISON

Year	Make	Model	VIN / Serial No.	Plate	Key Board	Miles
2003	HONDA	CR250R				

Job: TIRES OFF BIKE

Job For: 2003 HONDA CR250R

CUSTOMER PROVIDED TIRES - KEEP OLD TIRES AND TUBES

Parts

Part Number	Quantity	Description	Each Price	Extension
288208	1	80/100-21 TR6 TUBE HD MSR	\$21.94	\$21.94
288216	1	110/90-19 TR6 TUBE HD MSR	\$27.94	\$27.94
061010	1	RIM LOCK 1.85 MOTION PRO	\$7.95	\$7.95
Parts Subtotal				\$57.83

Labor

Description	Job Code	Technician	Quantity	Line Total
2 TIRES OFF BIKE		TIM BARKER	0.49 Hours	\$35.28
Labor Subtotal				\$35.28

Recommendations

Resolution

MOUNTED TIRES / TUBES, NEW BEADLOCK IN REAR

Other Charges

Shop Supplies \$2.00

Job Subtotal \$95.11

Customer Job Totals

Parts \$57.83

Labor \$35.28

Other \$2.00

Total of Customer Jobs \$95.11

Repair Order Subtotal \$95.11

North Honda Powerhouse
3711 10th Street
Menominee, MI 49858
906-863-5592 906-863-6203

Receipt Number 85628
5/17/2010
Cashier: DANIEL GRAY
Salesperson: DANIEL GRAY

WOODS, PAT
2805 LIETZOW RD
MARINETTE, WI 54143
715 735 3745

Special Order # 14037

QTY	DESCRIPTION	
1	SERVICE MANUAL 02-0 P/N 61K2372	50.88

Picked Up

Deposit for Special Order	50.88
Total Amount Due	50.88
Visa Tendered	50.88

Thank You For Your Business!
NO RETURNS ON ELECTRICAL PARTS!

eBay

My eBay Sell Community Customer Support Cart

Hi, boostfourtrax! (Sign out)

All Categories

Search Advanced

CATEGORIES ELECTRONICS FASHION MOTORS TICKETS DEALS CLASSIFIEDS

see surf & speak
get 3 services starting under \$80/mo for 12 months
GET IT NOW

Ad Feedback | AdChoice

My eBay: Purchase history boostfourtrax (31 ☆)

Tell us what you think

Activity Messages (4) Account Applications

The My eBay tracking page is set to Summary (Change)

Summary

Purchases

Edit

Buy

Show Recent Archived

Bids / Offers(0)

All (9)

Didn't win(0)

Period 2011 purchases

Deleted

Sort by Time ended: recent first

Lists

NEW 320GB HDD S Slim XBOX360 Xbox 360 HARD DRIVE INTERNAL... (350494147528)

Price * \$86.95
+ \$2.43 shipping
View seller's other items
View similar items
More actions

All lists

etekcity | 104387 | 99.3%

Watch list

Sale date: 01/01/12

Wish list

Create a new list

Saved searches

Saved sellers

98-04 DODGE INTREPID SE HEADLIGHTS 99 00 01 02 03 BLACK (130384917224)

\$139.00
Free shipping
View seller's other items
View similar items
More actions

Purchase history

revotec | 61019 | 99.7%

Sell

Sale date: 11/06/11

All Selling

Scheduled

Active

Sold

Unsold

Shipping labels

Returns

Deleted

POLISPORT Front Fender HONDA CR 250 CR250 R 2000-03 (230642297906)

\$19.99
+ \$7.99 shipping
View seller's other items
View similar items
More actions

\$2798

lytleracinggroup | 96135 | 99.8%

Sale date: 07/12/11

Handbag Event

Up to 87% OFF Shop now

HONDA TEAM TROY LEE LUCAS OIL GRAPHICS CR 125 CR 250 (380352735785)

\$129.00
Free shipping
View seller's other items
View similar items
More actions

buddyhopper | 18816 | 99.8%

Sale date: 07/13/11

Buying Reminders

(Last 31 days)

1 need to leave feedback for 2 items

FORWARD CONTROLS CONTROL SET for 2006 - 2011 DYNA GLIDE (350455483216)

\$234.99
Free shipping
View seller's other items
View similar items
More actions

robw23 | 70752 | 99.6%

Sale date: 05/02/11

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* Shipping discounts that may have been applied to an order are not shown.

Items per page: 10 | 25 | 50 | 75 | 100 | 200

Page 1 of 1

1

Coupons*

10% off of one item purchased in an eBay Mobile app, up to \$100.00 off.

Expired 09/01/12

* PayPal required

Icon Legend

Auction Format



Payment Summary

Date printed: Jul-13-11

Status: Paid with PayPal on Jul 13, 2011.
Seller: buddyhopper
Buyer: boosfourtrax

Thanks!
Brady

Shipping

Seller should ship to: patrick boos
N2805 Iietzow RD
Marinette WI 54143
United States

SHIP'D JUL 14 2011

Payment

Item Name	Shipping	Qty	Price
HONDA TEAM TROY LEE LUCAS OIL GRAPHICS CR 125 CR 250 380352735785 - Price: US \$129.00	Expedited Shipping : FREE USPS Priority Mail® Estimated delivery: July 16 - July 18	1	US \$129.00

send FREE Grip Donuts!

Subtotal: US \$129.00
 Shipping & handling: FREE
 Total: US \$129.00

Payment instructions: NOTE: BUDDYHOPPER GRAPHICS is NOT responsible for other countries taxes or import fees.
Payment details: PayPal

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pboose@new.rr.com

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We've received your order and are processing it now.

Shipping Information

Shipping Information: Ground

Estimated Delivery Date: **6/20/2011**

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Fill out our quick online survey to receive your offer reward.

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Your Order Number is 1895240

Order placed on 6/14/2011 4:41:37 PM (Pacific Time)

Shipped to:

patrick a boos
N2805 Lietzow Rd
Marinette, WI, 54143 US

Billed to:

patrick a boos
N2805 Lietzow Rd
Marinette, WI, 54143 US

Ship Via:

Ground

Payment Method:

Visa: **** * 6872

Item	Status	Price	Qty	Total
 Moose Racing - Carb Repair Kit Bike: 2003 Honda CR250R Color: - Size: - (SKU #209677)	Waiting Approval	\$24.95	1	\$24.95
Sub Total:				\$24.95
Shipping:				\$6.99
Total Charged to Card:				\$31.94

RIDERS WHO PURCHASED THIS PRODUCT ALSO PURCHASED

 <p>One Industries Carbon Camera Plants \$74.99 - \$79.99</p>	 <p>Shift Racing Enforcer Knee/Shin \$9.99</p>	 <p>FMP Pipe Spring and G-Reg \$8.99</p>	 <p>Pro Taper Pillow Top MX Grips \$12.95</p>	 <p>K&N High Flow Replacement \$28.99 - \$162.99</p>	 <p>Pivot Works Linkage Bearing Kit \$49.99 - \$71.99</p>	 <p>FMP 2 Stroke Wash Plug \$4.95</p>
---	--	--	---	---	---	---



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Order Status

Your Order Number: 1206813

This order was placed June 05, 2010 at 9:50 AM (PDT)

BILLING INFORMATION

Bill to:
 patrick a boos
 N2805 Lietzow Rd
 Mannette WI, 54143

Payment Information:
 Visa: **** * 6872

SHIPPING INFORMATION

Shipped to:
 patrick a boos
 N2805 Lietzow Rd
 Mannette WI, 54143

SHIPPING METHOD

Ship Via:
 Ground
 Expected Delivery Date:
6/8/2010

Return	Item	Status	Price	Qty	Total
	 Sunline - Die-Cast OEM Clutch Lever Color: Black, Size: -- (SKU: #81176)	Shipped Track It!	\$8.99	1	\$8.99

Subtotal: \$8.99
 Shipping: \$6.99

Total Charged to Card: \$15.98



BikeBandit.com

7625 Panasonic Way, Suite B
 San Diego CA 92154-8204
 www.BikeBandit.com

Order Information

Order Date: 3/18/2012 7:25:10 PM
 Ship Date: 3/20/2012 4:16:25 PM
 Order ID: LNQ7R9GH374DX6HW68PE322666

Processing Instructions: Ok to send if items are discontinued

Shipping Information	
Method:	Ground
Tracking No:	1Z14X0590357282722
Address:	patrick boos N2805 LIETZOW RD MARINETTE,WI 54143-9721 USA

Status	Row	Qty	Part #	Description	Details	Price
Shipped	1	1	PU-27010486	Moose Racing M1 Roost Shield		\$94.95
Shipped	2	1	PU-M7712	Moose Exhaust Springs		\$13.95

Please note that BikeBandit.com will only charge your card for items that actually ship. If you have authorized BikeBandit.com to bill for additional shipping charges this charge will appear separately on your credit card statement. BikeBandit.com is the Importer of Record

Totals	
Subtotal	\$108.90
Sales tax	\$0.00
Shipping	\$8.95
Handling	\$0.00
Total billed	\$117.85

BikeBandit's Return Policy can be found at www.BikeBandit.com

Total Authorized: \$822.94
 Total Billed: \$811.32

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CYLINDER B 569695	1	\$335.53	Shipped 121410590102121550
BEARING 729093	1	\$11.62	Cancelled By Cust
COVER, L. 569615	1	\$16.61	Shipped 121410590102121550
GASKET, L. 569673	1	\$4.73	Shipped 121410590102121550
PLATE, VALVE SHAFT 577202	1	\$1.25	Shipped 121410590102121550
GUIDE, VALVE CABLE 577289	1	\$18.53	Shipped 121410590102121550
CABLE, RR. EX. VALVE 577400	1	\$10.31	Shipped 121410590102121550
CABLE, FR. EX. VALVE 577405	1	\$10.27	Shipped 121410590102121550
HOLDER, CABLE 577413	1	\$3.86	Shipped 121410590102121550
CLIP, PULSER WIRE 631385	1	\$1.74	Shipped 121410590102121550
BOLT, FLANGE (5X10) 719393	4	\$4.16	Shipped 121410590102121550
BOLT (6X12) 719596	1	\$2.17	Shipped 121410590102121550
WASHER, VALVE SHAFT 727619	1	\$1.94	Shipped 121410590102121550
WASHER, PLAIN 727627	1	\$1.56	Shipped 121410590102121550
NUT, HEX. (6MM) 735123	1	\$0.27	Shipped 121410590102121550
BOLT, FLANGE (6X14) 740117	1	\$0.75	Shipped 121410590102121550
Wiseco High Performance Piston Kit 1706314 66.4, PRO-LITE	1	\$165.57	Shipped 121410590102121550

Payment Method:
Credit card
Bandit Bucks

Item(s) Subtotal:	\$819.14
Bandit Bucks Redeemed:	(\$5.15)
Gift Cards Redeemed:	(\$0.00)
Shipping:	\$8.95
Tax:	\$0.00



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Order # : W8KJ8S7



Order Date: February 19, 2012
Order Status: Closed

Ship To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721

Bill To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721
Phone : 715-735-3745

Items Ordered	Quantity	Total Price	Return / Exchange Items Status
CYLINDER HEAD 570195	1	\$67.37	Shipped 1214405590302321559
GASKET, EX. JOINT 603889	1	\$3.80	Shipped 1214405590302321559
JOINT, EX. PIPE 605793	1	\$25.09	Shipped 1214405590302321559
BOLT (8X37) 712687	4	\$16.16	Shipped 1214405590302321559
BOLT (8X13.5) 719692	2	\$4.56	Shipped 1214405590302321559
029425-0 PIN, DOWEL (6X10) 735563	2	\$2.14	Shipped 1214405590302321559
PIN, DOWEL (12X20) 735579	2	\$2.40	Shipped 1214405590302321559
BOLT, FLANGE (6X16) 740121	3	\$1.62	Shipped 1214405590302321559
VALVE, R. FLAP 577127	1	\$26.85	Shipped 1214405590302321559
VALVE, L. FLAP 577145	1	\$30.12	Shipped 1214405590302321559
SHAFT A, FLAP VALVE 577192	1	\$45.62	Shipped 1214405590302321559
OIL SEAL (10X20X5) 729670	1	\$2.54	Shipped 1214405590302321559

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Order # : K8P3Q4R

Order Date: August 02, 2011
Order Status: Closed

Ship To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721

Bill To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721
Phone : 715-735-3745

Items Ordered	Quantity	Total Price	Return / Exchange Items
Item Name			Status
JET, SLOW (#40) 742271	1	\$7.20	Shipped #1219091001003586913
JET, MAIN (#400) 742323	1	\$7.90	Shipped #1219091001003586913
FLOAT SET 582886	1	\$33.07	Shipped #1219091001003586913

Payment Method:
Credit card

Item(s) Subtotal:	\$48.17
Bandit Bucks Redeemed:	(\$0.00)
Gift Cards Redeemed:	(\$0.00)
Shipping:	\$8.95
Tax:	\$0.00
Total Authorized:	\$57.12
Total Billed:	\$57.12

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Order # : WQ5YY3J

Order Date: March 30, 2012
Order Status: Closed

Ship To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721

Bill To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721
Phone : 715-735-3745

Items Ordered

Item Name	Quantity	Total Price	Return / Exchange Items Status
Acerbis Rear Fender 90796 Rear, Red	1	\$25.16	Shipped 12143059363792215

Payment Method:
Credit card

Item(s) Subtotal:	\$25.16
Bandit Bucks Redeemed:	(\$0.00)
Gift Cards Redeemed:	(\$0.00)
Shipping:	\$8.95
Tax:	\$0.00
Total Authorized:	\$34.11
Total Billed:	\$34.11

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Order # : BR65D42

Order Date: July 24 2011
Order Status: Closed

Ship To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721

Bill To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721
Phone : 715-735-3745

Item Name	Quantity	Total Price	Return / Exchange Items Status
Scott Deuce ATV Grips 2796432 ATV Grips, Black / Grey, Black, ATV / H2O	1	\$10.49	Shipped 9101900910001093619390
ProGrip 793 Evo MX Motorcycle Grips 27931 Motorcycle Grips, Gray / Red	1	\$12.92	Shipped 9101900910001093619390

Payment Method:
Credit card

Item(s) Subtotal:	\$23.41
Bandit Bucks Redeemed:	(\$0.00)
Gift Cards Redeemed:	(\$0.00)
Shipping Tax:	\$8.95 \$0.00
Total Authorized:	\$32.36
Total Billed:	32.36

21.87

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Order # : DJ074M6

Order Date: July 21, 2011
Order Status: Closed

Ship To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721

Bill To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721
Phone : 715-735-3745

Items Ordered	Quantity	Total Price	Return / Exchange Items
Item Name			Status
CABLE, CLUTCH 514049	1	\$24.18	Shipped 9101900910001003520146
O-RING (5 BX1 9) 731170	1	\$1.65	Shipped 9101900910001003520146
GASKET, L COVER 567009	1	\$6.27	Shipped 9101900910001003520146
CVR, DRIVE SPROCKET 518551	1	\$17.95	Shipped 9101900910001003520146
BOLT, FLANGE (8X32) 740142	2	\$2.28	Shipped 9101900910001003520146
CLIP, PULSER WIRE 531385	1	\$2.18	Shipped 9101900910001003520146

Payment Method:
Credit card

Item(s) Subtotal:	\$54.51
Bandit Bucks Redeemed:	(\$0.00)
Gift Cards Redeemed:	(\$0.00)
Shipping:	\$8.95
Tax:	\$0.00
Total Authorized:	\$63.46
Total Billed:	\$63.46

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Order # : F2CRG51

Order Date: April 10, 2011
Order Status: Closed

Ship To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721

Bill To:
patrick boos
N2805 LIETZOW RD
MARINETTE, WI 54143-9721
Phone : 715-735-3745

Items Ordered	Quantity	Total Price	Return / Exchange Items
Item Name			Status
Renthal Chainwheel Ultralight Rear Motorcycle Sprocket 2733363 Sprocket Teeth: 48	1	\$60.47	Shipped 173351992161311523
Renthal Chainwheel Ultralight Front Motorcycle Sprocket 2733222 Sprocket Teeth: 13	1	\$29.66	Shipped 9101909210001902832127
<p>Payment Method: Visa Last 4 Digits : 6872 GiftCard \$10.00</p>			<p>Item(s) Subtotal: \$90.13</p> <p>Shipping: \$8.95 Tax: \$0.00</p> <p>Total Authorized: \$99.08 Total Billed: \$89.08</p>

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Search by keyword or OEM part #



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Thank You for your order!

You may print this page for your records.

Your order number is [2592301](#)

You may check on the status of all your orders on the [Order Status](#) page.

Take our Survey

Question about your order?

- [Chat with an expert](#)
- [Email a question](#)

Prefer to call?
1-888-676-8853 (hours)

Your Order



THIS ITEM WILL SHIP TOMORROW!

Expected delivery: Thursday, June 30, 2011

Item Details	Quantity	Unit Price	Total
 <p>V-FORCE 3 REED VALVE SYSTEM FITS: 2003 HONDA CR250 In Stock (Only 2 Remaining)</p>	1	\$148.99	\$148.99
		You save \$11.00	



Shipping Method:

Standard 3-Day Express FREE!

Expected delivery: Thursday, June 30, 2011

NO Sales Tax! \$0.00
Total: \$148.99

Shop with confidence!

- No-Hassle Returns
- 30-Day Price Matching
- Most Orders Placed by 4PM PST Ship Today
- No Sales Tax
- See Our [privacy policy](#)

We Accept:



Shipping Address

Patrick boos
N2805 Lietzow RD
Marinette, WI 54143
(715) 735-3745

Billing Address

Patrick boos
N2805 Lietzow RD
Marinette, WI 54143
(715) 735-3745

Here's what MotoSport customers have to say:

I liked how easy it was to find my parts and the checkout was fast and easy.

Valued MotoSport Customer

Happy with your products and service, even when I call to place orders on the phone, all the guys seem helpful and knowledgeable.

Valued MotoSport Customer

Popular MotoSport Departments

Dirt Bike Motocross

- [Dirt Bike Parts](#)
- [Dirt Bike Tires](#)
- [Dirt Bike Tool Kits](#)
- [Motocross Graphics](#)
- [Motocross Gear](#)
- [Motocross Helmets](#)
- [Motocross Boots](#)
- [Motocross Clothing](#)

Dirt Bike Parts

- [Honda Dirt Bike Parts](#)
- [Kawasaki Dirt Bike Parts](#)
- [Suzuki Dirt Bike Parts](#)
- [Yamaha Dirt Bike Parts](#)
- [KTM Dirt Bike Parts](#)

ATV Departments

- [ATV Parts](#)
- [ATV Tires](#)
- [ATV Wheels](#)
- [ATV Winches](#)
- [ATV Gear](#)
- [ATV Helmets](#)
- [ATV Graphic Kits](#)
- [ATV Exhaust](#)

ATV Parts

- [Honda ATV Parts](#)
- [Kawasaki ATV Parts](#)
- [Suzuki ATV Parts](#)
- [Yamaha ATV Parts](#)
- [KTM ATV Parts](#)

Sport Bike Departments

- [Motorcycle Parts](#)
- [Motorcycle Exhaust](#)
- [Motorcycle Tires](#)
- [Motorcycle Accessories](#)
- [Motorcycle Gear](#)
- [Motorcycle Helmets](#)
- [Motorcycle Jackets](#)
- [Motorcycle Gloves](#)
- [Motorcycle Apparel](#)

Sport Bike Parts

- [Honda Motorcycle Parts](#)
- [Yamaha Motorcycle Parts](#)
- [Suzuki Motorcycle Parts](#)
- [Kawasaki Motorcycle Parts](#)

Cruiser Departments

- [Cruiser Parts](#)
- [Cruiser Exhaust](#)
- [Cruiser Tires](#)
- [Cruiser Accessories](#)
- [Cruiser Gear](#)
- [Cruiser Helmets](#)
- [Motorcycle Luggage](#)
- [Motorcycle Seats](#)

Cruiser Parts

- [Honda Cruiser Parts](#)
- [Yamaha Cruiser Parts](#)
- [Suzuki Cruiser Parts](#)
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MOTO SPORT

8835 Commerce Drive, Southaven, MS 38671
1-877-674-3571



Sold To:

Boos, Patrick
N2805 Lietzow Rd
Marinette WI 54143

Ship To:

Boos, Patrick
N2805 Lietzow Rd
Marinette WI 54143

Thank You for Shopping with MotoSport!

Please see reverse side for return shipping instructions.

Order #	Order Date	Customer #	Date	Page
2581384	06/23/2011	1095768	06/23/2011	1
Payment Terms	Ship Via	Special Notes		
Credit Card	8 UPS Ground			

Item Number	Item Description	Quantity Shipped	Quantity Backordered	Unit of Measurement	Unit Price	Extended Price
16118-KZ4-A92	CAP, CABLE SEALING	1	0	ea	\$3.36	\$3.36
16022-KZ3-L32	VALVE SET, THROTTLE	1	0	ea	\$59.63	\$59.63

Gift Certificates and Coupons are applied before your payment method (Credit Card, PayPal, Bill Me Later, Google Checkout, etc.) is charged.

Subtotal	Tax	Freight	Total
62.99	0.00	0.00	62.99

Return Authorization Form

call 1-877-674-3571 for RMA# then fill this form out completely!

Pick Sequence
1UB08G03
1WN09G07

Today's Date: _____ 1-877-674-3571

ITEMS RETURNED	
Quantity	Comments

2581384



Original Packaging: N Y
Mounted or Installed: N Y



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Search by keyword or OEM part #



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Thank You for your order

Your order number is: **2523104**

If you have any questions, please call Customer Service at 1-888-676-8853 or register with us below to check the status of your order.

Save your information at Motosport.com

When you have a Motosport account, you can:

- Check out faster
- Track the status of your order

Register with us

Email Address:

Enter Password:

Confirm Password:

Register

You Ordered



THESE ITEMS WILL SHIP TODAY!

Expected delivery: Tuesday, April 26, 2011

Item Details	Quantity	Unit Price	Total
 DID 520 STANDARD CHAIN - 120 LINKS FITS: 2003 HONDA CR250 In Stock	1	\$44.99 <small>You save \$10.00</small>	\$44.99
 GRILLE, L. RADIATOR FITS: 2003 HONDA CR250R In Stock	1	\$30.14	\$30.14
 GRILLE, R. RADIATOR FITS: 2003 HONDA CR250R In Stock	1	\$29.15	\$29.15



Shipping Method:

Standard 2-Day Express FREE!

Expected delivery Tuesday, April 26, 2011

NO Sales Tax! \$0.00

Total: \$104.28

Shipping Address

Patrick Boos
N2805 Lietzow RD
Mannette, WI 54143
(715) 735-3745

Billing Address

Patrick Boos
N2805 Lietzow RD
Mannette, WI 54143
(715) 735-3745

We Accept:

We Protect Your Data:

Take our Survey

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Prefer to call?
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- See Our [privacy policy](#)





Shipping Method:

Standard 3-Day Express **FREE!**

Expected delivery (for in stock items): Monday, June 20, 2011

NO Sales Tax! \$0.00

Total: \$181.78

Shipping Address

Patrick Boos
N2805 Ietzow RD
Marinette, WI 54143
(715) 735-3745

Billing Address

Patrick Boos
N2805 Ietzow RD
Marinette, WI 54143
(715) 735-3745

Here's what MotoSport customers have to say:



Popular MotoSport Departments

Dirt Bike Motocross

- [Dirt Bike Parts](#)
- [Dirt Bike Tires](#)
- [Dirt Bike Tool Kits](#)
- [Motocross Graphics](#)
- [Motocross Gear](#)
- [Motocross Helmets](#)
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Dirt Bike Parts

- [Honda Dirt Bike Parts](#)
- [Kawasaki Dirt Bike Parts](#)
- [Suzuki Dirt Bike Parts](#)
- [Yamaha Dirt Bike Parts](#)
- [KTM Dirt Bike Parts](#)

ATV Departments

- [ATV Parts](#)
- [ATV Tires](#)
- [ATV Wheels](#)
- [ATV Winches](#)
- [ATV Gear](#)
- [ATV Helmets](#)
- [ATV Graphic Kits](#)
- [ATV Exhaust](#)

ATV Parts

- [Honda ATV Parts](#)
- [Kawasaki ATV Parts](#)
- [Suzuki ATV Parts](#)
- [Yamaha ATV Parts](#)
- [KTM ATV Parts](#)
- [Arctic Cat ATV Parts](#)
- [Bombardier ATV Parts](#)
- [Can-Am ATV Parts](#)
- [Polaris ATV Parts](#)

Sport Bike Departments

- [Motorcycle Parts](#)
- [Motorcycle Exhaust](#)
- [Motorcycle Tires](#)
- [Motorcycle Accessories](#)
- [Motorcycle Gear](#)
- [Motorcycle Helmets](#)
- [Motorcycle Jackets](#)
- [Motorcycle Gloves](#)
- [Motorcycle Apparel](#)

Sport Bike Parts

- [Honda Motorcycle Parts](#)
- [Yamaha Motorcycle Parts](#)
- [Suzuki Motorcycle Parts](#)
- [Kawasaki Motorcycle Parts](#)
- [Aprilia Motorcycle Parts](#)
- [BMW Motorcycle Parts](#)
- [Buell Motorcycle Parts](#)
- [Can-Am Motorcycle Parts](#)
- [Ducati Motorcycle Parts](#)
- [Triumph Motorcycle Parts](#)

Cruiser Departments

- [Cruiser Parts](#)
- [Cruiser Exhaust](#)
- [Cruiser Tires](#)
- [Cruiser Accessories](#)
- [Cruiser Gear](#)
- [Cruiser Helmets](#)
- [Motorcycle Luggage](#)
- [Motorcycle Seats](#)

Cruiser Parts

- [Honda Cruiser Parts](#)
- [Yamaha Cruiser Parts](#)
- [Suzuki Cruiser Parts](#)
- [Kawasaki Cruiser Parts](#)
- [Triumph Cruiser Parts](#)

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on orders over \$39



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Search by keyword or OEM part #

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Thank You for your order

Your order number is: **2581384**

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Save your information at Motosport.com

When you have a Motosport account, you can

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Register with us




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You Ordered





THESE ITEMS WILL SHIP TOMORROW!

Expected delivery (for in stock items): Monday, June 20, 2011

Item Details	Quantity	Unit Price	Total
 TWIN AIR AIR FILTER FITS: 2103 HONDA CR250 In Stock	1	\$26.99 You save \$2.96	\$26.99
 V-FORCE 3 REPLACEMENT REEDS FITS: 2103 HONDA CR250 In Stock	1	\$68.99	\$68.99
 TOP SET FITS: 2103 HONDA CR250R In Stock (Only 1 Remaining)	1	\$31.81	\$31.81



THESE ITEMS WILL SHIP TOGETHER

Item Details	Quantity	Unit Price	Total
 CAP, CABLE SEALING FITS: 2103 HONDA CR250R Ships in 3 to 6 Days	1	\$3.36	\$3.36
 VALVE SET, THROTTLE FITS: 2103 HONDA CR250R Ships in 3 to 6 Days	1	\$59.63	\$59.63

Take our Survey

Question about your order?

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Prefer to call?
1-888-676-8853 (hours)

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- 30-Day Price Matching
- Most Orders Placed by 4PM PST Ship Today
- No Sales Tax
- See Our [privacy policy](#)

We Accept:



MotoSport

8835 Commerce Drive, Southaven, MS 38671
1-877-674-3571



Sold To:
Boos, Patrick
N2805 Lietzow Rd
Marinette WI 54143

Ship To:
Boos, Patrick
N2805 Lietzow Rd
Marinette WI 54143

Thank You for Shopping with MotoSport!
Please see reverse side for return shipping instructions.

Order #	Order Date	Customer #	Date	Page
2606144	07/11/2011	1095768	07/11/2011	1
Payment Terms	Ship Via	Special Notes		
Credit Card	8 UPS Ground			

Item Number	Item Description	Quantity Shipped	Quantity Backordered	Unit of Measurement	Unit Price	Extended Price
WKS-PP-CR1 2-86	WORKS CONN PRO PERCH**	1	0	Ea	\$109.99	\$109.99

Gift Certificates and Coupons are applied before your payment method (Credit Card, PayPal, Bill Me Later, Google Checkout, etc.) is charged.

Subtotal	Tax	Freight	Total
109.99	0.00	0.00	109.99

Return Authorization Form

Please call 1-877-674-3571 for RMA# then fill this form out completely!

Pick Sequence
3KP04A02

Today's Date: _____ 1-877-674-3571

ITEMS RETURNED	
Quantity	Comments

2606144



Original Packaging: N Y
Mounted or Installed: N Y



SET YOUR CURRENCY

My account | Order status | Help Order by phone: 1-888-676-8853 (hours)

FREE 3-DAY EXPRESS SHIPPING



Dirt Bike Parts OEM Parts Tires Tools and Maintenance Riding Gear Helmets and Accessories Protection Casual Gifts and Collectibles

Search by keyword or OEM part #



Hello Patrick, Logout | Chat with us

Thank You for your order!

You may print this page for you records.

Your order number is **2606144**

You may check on the status of all your orders on the [Order Status](#) page.

Take our Survey



Chat with an expert

Email a question

Prefer to call?

1-888-676-8853 (hours)

Your Order



THIS ITEM WILL SHIP TODAY!

Expected delivery: Thursday, July 14, 2011

Item Details	Quantity	Unit Price	Total
WORKS CONNECTION PRO PERCH FITS: 2003 HONDA CR250 In Stock	1	\$109.99	\$109.99
		You save \$15.01	



- No-Hassle Returns
- 30-Day Price Matching
- Most Orders Placed by 4PM PST Ship Today
- No Sales Tax
- See Our [return policy](#)

We Accept:



Shipping Method:

Standard 3-Day Express FREE!

Expected delivery Thursday, July 14, 2011

NO Sales Tax! \$0.00
Total: \$109.99

Shipping Address

Patrick boos
 N2805 Lietzow RD
 Marinette, WI 54143
 (715) 735-3745

Billing Address

Patrick boos
 N2805 Lietzow RD
 Marinette, WI 54143
 (715) 735-3745

Here's what MotoSport customers have to say:

Motosport is awesome they have what I want when I want it and your shipping speed is fast. I love ordering from use because you always there when I need use. Thanks A LOT its been great doing business with you.

Valued MotoSport Customer

I love the fact that you are part of Ebates. In this economic climate every little bit helps!

Valued MotoSport Customer

Popular MotoSport Departments

Dirt Bike Motocross

- Dirt Bike Parts
- Dirt Bike Tires
- Dirt Bike Tool Kits
- Motocross Graphics
- Motocross Gear
- Motocross Helmets
- Motocross Boots
- Motocross Clothing

Dirt Bike Parts

- Honda Dirt Bike Parts
- Kawasaki Dirt Bike Parts
- Suzuki Dirt Bike Parts
- Yamaha Dirt Bike Parts
- KTM Dirt Bike Parts

ATV Departments

- ATV Parts
- ATV Tires
- ATV Wheels
- ATV Winches
- ATV Gear
- ATV Helmets
- ATV Graphic Kits
- ATV Exhaust

ATV Parts

- Honda ATV Parts
- Kawasaki ATV Parts
- Suzuki ATV Parts
- Yamaha ATV Parts
- KTM ATV Parts
- Arctic Cat ATV Parts
- Bombardier ATV Parts

Sport Bike Departments

- Motorcycle Parts
- Motorcycle Exhaust
- Motorcycle Tires
- Motorcycle Accessories
- Motorcycle Gear
- Motorcycle Helmets
- Motorcycle Jackets
- Motorcycle Gloves
- Motorcycle Apparel

Sport Bike Parts

- Honda Motorcycle Parts
- Yamaha Motorcycle Parts
- Suzuki Motorcycle Parts
- Kawasaki Motorcycle Parts
- Aprilia Motorcycle Parts
- BMW Motorcycle Parts

Cruiser Departments

- Cruiser Parts
- Cruiser Exhaust
- Cruiser Tires
- Cruiser Accessories
- Cruiser Gear
- Cruiser Helmets
- Motorcycle Lust Tube
- Motorcycle Seats

Cruiser Parts

- Honda Cruiser Parts
- Yamaha Cruiser Parts
- Suzuki Cruiser Parts
- Kawasaki Cruiser Parts
- Triumph Cruiser Parts

MOTO SPORT

8835 Commerce Drive, Southaven, MS 38671
1-877-674-3571



Sold To:
Boos, Patrick
N2805 Lietzow Rd
Marinette WI 54143

Ship To:
Boos, Patrick
N2805 Lietzow Rd
Marinette WI 54143

Thank You for Shopping with MotoSport!
Please see reverse side for return shipping instructions.

Order #	Order Date	Customer #	Date	Page
2664273	09/12/2011	1095768	09/12/2011	1
Payment Terms	Ship Via	Special Notes		
Credit Card	8 UPS Ground			

Item Number	Item Description	Quantity Shipped	Quantity Backordered	Unit of Measurement	Unit Price	Extended Price
43340-MEY-000ZA	GUARD, RR. CALIPER *TNATURAL*	1	0	ea	\$14.40	\$14.40
BT-COMBO-2	BRIDGESTONE 250/450F COMBO	1	0	Ea	\$144.99	\$144.99
BT-403-80 10-21	BRIDGESTONE F M403 80/100-21	1	0	Ea	\$0.00	\$0.00
BT-404-11 90-19	BRIDGESTONE R M404 110/90-19	1	0	Ea	\$0.00	\$0.00

Gift Certificates and Coupons are applied before your payment method (Credit Card, PayPal, Bill Me Later, Google Checkout, etc.) is charged.

Subtotal	Tax	Freight	Total
159.39	0.00	0.00	159.39

Return Authorization Form

Please call 1-877-674-3571 for RMA# then fill this form out completely!

Today's Date: _____ (1-877-674-3571)

ITEMS RETURNED	
Quantity	Comments

Original Packaging: N Y
Mounted or Installed: N Y

Pick Sequence

- 1DJ04D12
- H1A10A02
- H1A32A02



2664273



Order in 11h:29m:19s (PST) - It can ship today.



Contact

My Account

Order Status

View Cart

FREE 3-DAY EXPRESS SHIPPING

on orders over \$99 within the lower 48 - \$8 flat rate shipping on orders under \$99

Ride you are shopping for
2003 Honda CR250

Dirt Bike Parts OEM Parts Tires Tools and Maintenance Riding Gear Helmets and Accessories Protection Casual Gifts and Collectibles

Thank You for your order!

You may print this page for you records.

Your order number is 2664273

You may check on the status of all your orders on the Order Status page.

Take our Survey



Prefer to call?
1-888-676-8853 (hours)

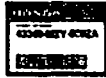
Your Order



THESE ITEMS WILL SHIP TODAY!

Expected delivery: Thursday, September 15, 2011

These items were forced to ship ground because one or more are hazardous items.



GUARD, RR. CALIPER *TNATURAL*
FIT: HONDA 2003 CR250
In Stock

Quantity

Unit Price

Total

1

\$14.40

\$14.40



BRIDGESTONE 250/450F TIRE COMBO
FIT: 2003 HONDA CR250

- BRIDGESTONE M403 FRONT TIRE - 80/100-21 - In Stock [more info](#)
- BRIDGESTONE M404 REAR TIRE - 110/80-19 - In Stock [more info](#)

1

\$144.99

\$144.99

This is an oversized item. Shipping restrictions may apply.



- No-Hassle Returns
- 30-Day Price Matching
- Most Orders Placed by 4PM PST Ship Today
- No Sales Tax
- See Our privacy policy

We Accept:



Shipping Method:

Standard 3-Day Express

FREE!

Expected delivery Thursday September 15 2011

NO Sales Tax \$0.00

Total: \$169.39

Shipping Address

Patrick boos
N2805 Lietzow RD
Mannette, WI 54143
(715) 735-3745

Billing Address

Patrick boos
N2805 Lietzow RD
Mannette, WI 54143
(715) 735-3745

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Manage Your Email Sign-up

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Rider Sponsorship
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Road to Recovery

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Thanks a lot guys, love your site!

Weekly Schedules
09/02/2012 Through 09/09/2012
Sorted by Name

Location 000102

SHOPKO STORES OPERATING CO., LLC

SHOPKO 102

	Sun 09/02	Mon 09/03	Tue 09/04	Wed 09/05	Thu 09/06	Fri 09/07	Sat 09/08	Sun 09/09
[REDACTED]				GM Freight S 04:00p-08:45p				
[REDACTED]				GM Autopull S 06:00a-01:00p	GM Freight S 05:00a-01:00p	GM Autopull S 06:00a-01:00p		
[REDACTED]		GM Autopull S 06:00a-01:00p	GM Autopull S 06:00a-01:00p	GM Freight S 03:00p-08:45p	GM Autopull S 05:00a-01:00p		GM Autopull S 06:00a-01:00p	GM Autopull S 06:00a-01:00p
(m)BOOS, DEREK		HE Sales FI S 04:00p-08:00p		GM Freight S 04:00p-08:45p		HE Sales FI S 04:00p-08:00p		HE Sales FI S 02:00p-08:00p
[REDACTED]			App Sales FI S 06:00p-09:00p	App Sales FI S 05:00p-09:00p	App Sales FI S 04:00p-08:45p			App Sales FI S 01:00p-05:00p
[REDACTED]		GM Sales FI S 05:00p-09:00p		GM Sales FI S 05:00p-09:00p				
[REDACTED]			Rec Spec S 07:00a-02:00p	Rec Spec S 07:00a-02:00p	Rec Spec S 07:00a-02:00p	Rec Spec S 07:00a-02:00p		
[REDACTED]	App Sales FI S 02:00p-09:00p						App Sales FI S 05:00p-09:00p	
[REDACTED]					GM Freight S 05:00a-01:00p			CS Support S 11:00a-04:00p
[REDACTED]	HE Sales FI S 08:00a-04:00p			HE Sales FI S 02:00p-08:00p				
[REDACTED]					GM Sales FI S 04:00p-09:00p		GM Sales FI S 05:00p-09:00p	
[REDACTED]	Cashier S 09:00a-03:00p						HE Sales FI S 04:00p-08:00p	Cashier S 09:00a-02:00p
[REDACTED]		HE Sales FI S 09:00a-04:00p	HE Sales FI S 03:00p-08:00p	HE Sales FI S 09:00a-02:00p				HE Sales FI S 08:00a-02:00p
[REDACTED]		Service Desk S 09:00a-03:00p						Service Desk S 09:00a-03:00p
[REDACTED]	CS Support S 11:00a-05:00p	GM Freight S 09:00a-02:00p		CS Support S 02:00p-08:00p			CS Support S 11:00a-05:00p	
[REDACTED]	App Sales FI S 02:00p-09:00p						App Sales FI S 10:00a-05:00p	App Sales FI S 02:00p-09:00p
[REDACTED]					GM Freight S 05:00a-01:00p		GM Sales FI S 04:00p-09:00p	GM Sales FI S 05:00p-09:00p
[REDACTED]				GM Freight S 04:00p-08:45p				
[REDACTED]	GM Sales FI S 10:00a-05:00p		GM Sales FI S 08:00a-03:00p	GM Sales FI S 10:00a-05:00p	GM Freight S 05:00a-01:00p	GM Sales FI S 02:00p-09:00p		
[REDACTED]			HE Sales FI S 07:00a-03:00p		HE Sales FI S 09:00a-04:00p	HE Sales FI S 09:00a-04:00p	HE Sales FI S 09:00a-04:00p	
[REDACTED]		Cashier S 11:00a-04:30p		GM Freight S 04:00p-08:45p	Cashier S 01:00p-05:00p	Cashier S 05:00p-09:00p		
[REDACTED]				CS Support S 10:00a-02:00p	GM Freight S 05:00a-01:00p	CS Support S 11:00a-05:00p		

VI

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred R. O. No. 167-12-13 by the City Clerk submitting the Harbor Centre Business Improvement District Plan (BID) dated 10/10/2012; 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

Other Matters

9.1

R. O. No. 167 - 12 - 13. By CITY CLERK. October 15, 2012.

Submitting the Harbor Centre Business Improvement District Plan (BID) dated 10/10/2012.

*Trigone
Ac & File*

Lusaw Richards

City Clerk

1.0

II

7.1

abvatsi & crach

BID STATEMENT OF PURPOSE (10/10/2012)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept was developed to utilize the historic strengths of the City – the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre plan. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will not be used for infrastructure improvements but rather will be used to recruit new businesses, promote the area, increase tourism, and organize special events.

BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

The BID program is designed so that it benefits all business interests within the district.

RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

A comprehensive promotional program reinforces the existing promotional programs and creates new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

A business recruitment campaign helps by bringing in new businesses that will compliment existing retail uses. These new businesses will also generate increased traffic.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

BID BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

HARBOR CENTRE DEVELOPMENT COORDINATOR

MARKETING
COMMITTEE

BUSINESS RECRUIT-
MENT COMMITTEE

PROMOTIONS
COMMITTEE

TOURISM
COMMITTEE

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes to the operating plan which will be submitted to the City Council for approval.

The board will conduct its affairs under the open meeting law and will keep minutes for public record.

BID BOARD OF DIRECTORS

The Board shall consist of 11 members in size 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.

In addition, Board members should be representative of different areas within the district, as well as large and small businesses.

BID GOALS AND OBJECTIVES

To assure a continued and successful central area development effort, the Business Improvement District will adopt a set of goals designed to create a positive business climate in Harbor Centre. The Business Improvement District's Board of Directors will follow this approach and direct activities to meet these goals.

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
 - a. Recruit new business to the district
 - b. Coordinate activities with other development groups
 - c. Interact with city government
 - d. Lobby for redevelopment programs
 - e. Act as a clearing house for information
 - f. Manage activities day-to-day
 - g. Create and coordinate special events
 - h. Work to maximize tourism activities within the city
2. Organization – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan Development Corporation, and the City.
3. Promotion – The Board of Directors will direct a Promotion Committee to develop and maintain a consistent, positive and attractive image for the Harbor Centre. The Promotion Committee will develop an aggressive media and events campaign to actively promote the area as an attractive, desirable place to live, work, shop and be entertained.
4. Marketing – The Board of Directors will direct a Marketing Committee to improve the economic environment of the Harbor Centre. The Marketing Committee will accomplish this goal by developing a business retention and recruitment program.
5. Tourism - The Board of Directors will direct efforts toward creating events, marketing them and increasing tourism to the community and Harbor Centre, in cooperation with Sheboygan Tourism. In addition, the coordinator will encourage new prospective businesses to locate in the central area.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.05 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$200.00
- b.) BID fee would be a maximum of \$7500.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

2013 BID OPERATING BUDGET**

Wages/Benefits	\$ 40,000.00
Supplies/Postage/Phone	3,000.00
Rent	7,500.00
Insurance/Taxes	4,000.00
Recruitment/Meetings/Travel	8,000.00
Professional Fees	5,500.00
Marketing/Events	60,000.00
Map & Events Guide	<u>2,000.00</u>
	\$130,000.00

**Note: Preliminary Budget Draft. Use of reserve contingency fund and final budget will be submitted upon completion of comprehensive strategic plan and subsequent board approval.

Dave Hoffman

VI

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred R. O. No. 182-12-13 by the City Clerk submitting a claim from Mark Rieger for alleged damages to his home when a tree fell on his house during an overnight wind storm; 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

5.6

R. O. No. 182- 12 - 13. By CITY CLERK. November 5, 2012.

Submitting a claim from Mark Rieger for alleged damages to his home when a tree fell on his house during an overnight wind storm.

*Finance
denys & send
a Not. of Disallowance*

Susan Richards

City Clerk

d. 2

III

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

DATE RECEIVED 10-17-12

RECEIVED BY LSSchneider

CLAIM NO. 15-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY ^{2 PM 3:22}

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: Mark Rieger
2. Home address of Claimant: 1801 N 3rd St
3. Home phone number: 920-803-6241
4. Business address and phone number of Claimant: _____

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

6. Where did damage or injury occur? (give full description) tree fell on house

7. How did damage or injury occur? (give full description) happened overnight wind storm

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

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

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

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, ROCQUIE STENTZ, LAURIE SUHRKE

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: a city was cutting branches off this tree just a few weeks prior branches have fallen off of it in recent past

(b) Claimant's statement of basis for such liability: - tree is on city prop + maintained by city - city had issues w/ tree recently

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").

gutter ripped off side of house, house was just painted & paint all scraped up from tree

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

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

Auto: \$ _____
X Property: \$ 185.00
Personal injury: \$ _____
Other: (Specify below) \$ _____
Total X 185.00

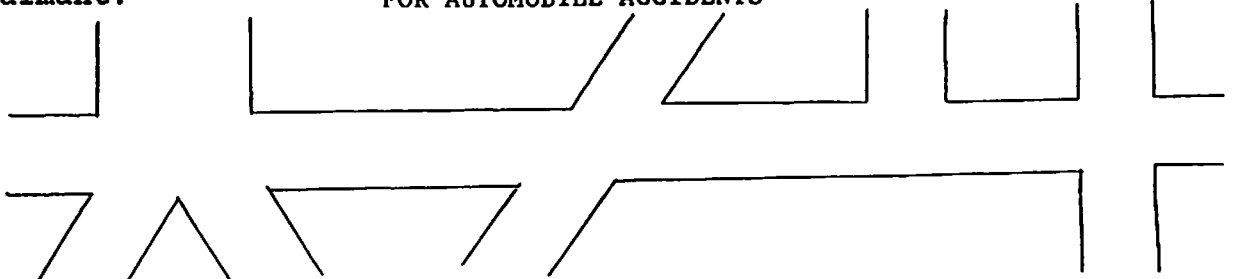
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____
Names and addresses of witnesses, doctors and hospitals: _____

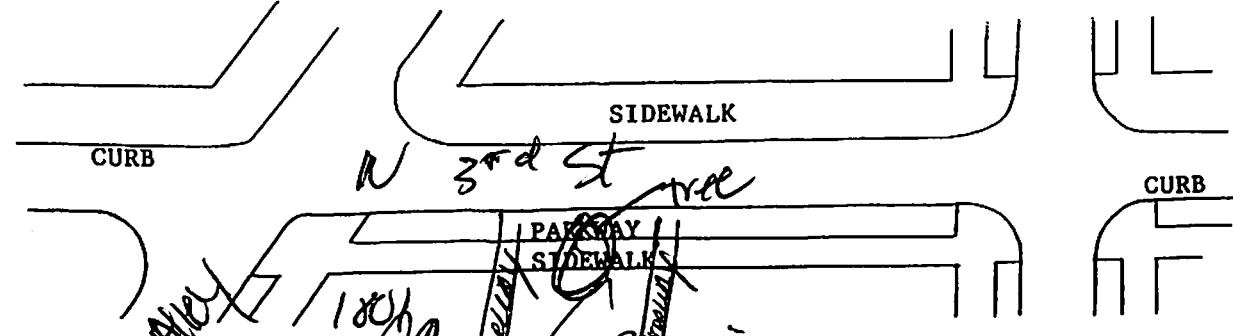
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



Signature of Claimant: * [Handwritten Signature] Date: * 10/17/12

DATE RECEIVED 10-17-12

RECEIVED BY L.S. Schneider

CLAIM NO. 15-12

CLAIM

OCT 17 12 PM 8:22

Claimant's Name: MARK RIEGER Auto \$ _____

Claimant's Address: 1801 N 3rd St Property \$ 185.00

Shub. 53081 Personal Injury \$ _____

Claimant's Phone No. 920-803-6241 Other (Specify below) \$ _____

total ~~185.00~~
185.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 185.00

Two estimates enclosed

137.00
185.00

SIGNED: *Mark Rieger*

ADDRESS: *1801 N-3rd St*
Shub-WF 53081

DATE: *8/24/12*

Invoice #: 12407

Proposal

Bid Date: 9-18-12

Superior Waterproofing

87 Balsam Rd. Sheboygan Falls, WI 53085
Phone: (920)451-1914 • Fax: (920)457-4835

Superior Seamless Inc.

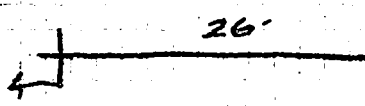
www.Superior-Waterproofing.com



www.SuperiorSeamlessInc.com

HOME-OWNER MARK RIEGER	PHONE 803-6241	ALTERNATE
STREET 1801 N 3RD ST.	CONTRACTOR INFO	
CITY, STATE, & ZIP SHEBOYGAN, WI	PHONE	FAX
BILLING ADDRESS		

Products:	Quantity:	Price:	Details:
Drain Tile:			ROYAL BROWN
Drain Tile:			
Liner:			
Panel:			
Repair:			
Sump Basin:			
Sump Pump:			
Back-Up:			
DL Type:			
Alarm:			
Dehumidifier:			
Sealant:			
Gutter:	26'	130 -	
Mitres:			
Spout 3"	1	30 -	
Spout 4"			
Spout Ext:			
Leaf Protection:			
Ice Protection:			
Tear-Off:	26'	25 -	
TOTAL COST OF PROJECT:			
Wall:	Floor Finish:		
Wall Finish:	System Exit:		



WE PROPOSE to furnish materials and labor, complete in accordance with the above specifications, for the sum of: _____ dollars. \$ **185 -**

Deposit Required: \$ _____ Balance Due Upon Completion: \$ _____
Payment to be made in full within 30 days of completion. Past due balances may be subject to finance charges up to 18% per annum. Extra terms, if applicable: _____

All material/work is guaranteed to be as specified above, and in complete in accord with standard practices. Alterations of any sort may be executed only upon written change order and may result in an extra charge. All agreements are contingent upon accidents or delays beyond our control. Our workers are covered by Worker's Compensation Insurance.
Name: **MIKE DEWEY**
Signature: *[Handwritten Signature]*
(THIS PROPOSAL MAY EXPIRE AFTER 60 DAYS)

My signature below indicates my acceptance of all the terms listed in this contract, and of the warranty on the reverse side. I understand that the work specified above will remedy any problems, provided I have described them accurately and honestly. I grant the contractor 60 days to remedy any problem arising under the terms of the warranty, and I promise to report all problems within 24 hours of discovering them. I understand that the work is scheduled at the time of my making a deposit, but that the schedule is due to change in the case of unforeseen circumstance of any sort. I promise to obtain all the required work permits for such work, and will accept full responsibility for not doing so should any issues arise.

THE PRICES, SPECIFICATIONS, AND SEPARATE WARRANTY ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK:

Signature: **X** _____ Date of Acceptance: _____







CUSTOM
GUTTER &
ALUMINUM, INC.

JOB ESTIMATE

N 28297



1135 Superior Avenue
Oostburg, Wisconsin 53070
Phone: (920) 564-2525
Fax: (920) 564-6123

P.O. NUMBER	DATE <u>9/13/12</u>
LOT #	JOB #

TO <u>Mark Rieger</u>		JOB NAME	
ADDRESS <u>1801 N. 3rd</u>		ADDRESS	
CITY <u>Shob.</u> <u>53081</u>		CITY	
PHONE () <u>803-6241</u>	CELL PHONE ()	OTHER ()	

JOB DESCRIPTION:

Install 5" .032 Seamless Aluminum Gutter - Color: <u>R - Brown</u>	<u>112.00</u>
<u>3" 4"</u> Aluminum Downspouts - Color: <u>R - Brown</u>	<u>25.00</u>
Price Includes Tearoff & Disposal <input checked="" type="radio"/> No Tearoff <input type="radio"/>	<u>\$137.00</u>

Gutter Helmet® - Color:

Front Of House

ESTIMATED BY: Dan Nykoef

ESTIMATED JOB COST

\$137.00

At this time, approximate lead time is _____

ACCEPTANCE OF PROPOSAL

The above prices and specifications listed above are correct. Price includes all materials, tax and labor; but does not include unforeseen conditions which may be found after work has begun. Scheduling of the job may or may not be affected by adverse weather conditions. You are authorized to do the work as specified. TERMS: NET 30 DAYS; 1-1/2% per month (18% per annum). Finance charge on unpaid balance over 30 days. PRICES VALID FOR 30 DAYS. AFTER 30 DAYS SUBJECT TO CHANGE WITHOUT NOTICE. A construction yard sign will be placed at jobsite unless you indicate otherwise.

SIGNATURE _____

Date _____

78585 N

JOB ESTIMATE

Handwritten signature

Lien Law Notice

CUSTOM
GUTTER
ALUMINUM

7/1/19	

4125 Superior Avenue
Dunwoody, Wisconsin 53020
Phone: (262) 594-3333

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

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

PRIME CONTRACTOR NAME: NYHOF CUSTOM GUTTER & ALUMINUM

BY: *D. Nyhof*

AUTHORIZED AGENT'S NAME: DANIEL NYHOF
(PRINT NAME OF PERSON SIGNING ABOVE)

TITLE: PRESIDENT

ESTIMATED JOB COST: 125.00 ESTIMATED BY: D. Nyhof Front Of House

ACCEPTANCE OF PROPOSAL

Date

SIGNATURE

WRITE YOUR SIGNATURE IN INK AND DATE IN INK

Invoice #: 12407

Proposal

Bid Date: 9-10-12

Superior Waterproofing

www.Superior-Waterproofing.com

87 Balsam Rd. Sheboygan Falls, WI 53085
Phone: (920)451-1914 • Fax: (920)457-4635

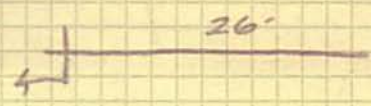


Superior Seamless Inc.

www.SuperiorSeamlessInc.com

HOME-OWNER <i>MARK RIEGER</i>	PHONE <i>803-6241</i>	ALTERNATE
E-MAIL	CONTRACTOR INFO	
STREET <i>1801 N 3RD ST.</i>	PHONE	FAX
CITY, STATE, & ZIP <i>SHEBOYGAN, WI</i>	BILLING ADDRESS	

Products:	Quantity:	Price:	Details:
Drain Tile:			<i>ROYAL BROWN</i>
Drain Tile:			
Liner:			
Panel:			
Repair:			
Sump Basin:			
Sump Pump:			
Back-Up:			
DL Type:			
Alarm:			
Dehumidifier:			
Sealant:			
Gutter:	<i>26'</i>	<i>130 -</i>	
Mitres:			
Spout 3"	<i>1</i>	<i>30 -</i>	
Spout 4"			
Spout Ext:			
Leaf Protection:			
Ice Protection:			
Tear-Off:	<i>26'</i>	<i>25 -</i>	
TOTAL COST OF PROJECT:			
Wall:	Floor Finish:		
Wall Finish:	System Exit:		



WE PROPOSE to furnish materials and labor, complete in accordance with the above specifications, for the sum of: _____ dollars. \$ 185 -

Deposit Required: \$ _____ Balance Due Upon Completion: \$ _____
Payment to be made in full within 30 days of completion. Past due balances may be subject to finances charges up to 18% per annum. Extra terms, if applicable: _____

All material/work is guaranteed to be as specified above, and in complete in accord with standard practices. Alterations of any sort may be executed only upon written change order and may result in an extra charge. All agreements are contingent upon accidents or delays beyond our control. Our workers are covered by Worker's Compensation insurance.

Name: MIKE DEWEY
Signature: *[Signature]*
(THIS PROPOSAL MAY EXPIRE AFTER 90 DAYS)

My signature below indicates my acceptance of all the terms listed in this contract, and of the warranty on the reverse side. I understand that the work specified above will remedy any problems, provided I have described them accurately and honestly. I grant the contractor 60 days to remedy any problem arising under the terms of the warranty, and I promise to report all problems within 24 hours of discovering them. I understand that the work is scheduled at the time of my making a deposit, but that the schedule is due to change in the case of unforeseen circumstance of any sort. I promise to obtain all the required work permits for such work, and will accept full responsibility for not doing so should any issues arise.

THE PRICES, SPECIFICATIONS, AND SEPARATE WARRANTY ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK:

Signature: X _____ Date of Acceptance: _____

Superior Seamless System Warranty

Basement Drainage Systems:

Superior Seamless Inc. hereby warrants that if water from the floor/wall joint passes our perimeter water control system and escapes onto the floor, we will provide all the materials and labor to fix the leak at no charge to the homeowner. This warranty applies along the specific areas where the system is installed. Walls not treated with liners are not covered under this warranty. (This warranty applies to all perforated pipe systems under the slab. Rail systems are not covered under this warranty as they do not relieve pressure and rely on sealants. See sealant warranty information below.)

The terms of this warranty are in effect for the lifetime of the home (or 10 years without maintenance). If upon the end of year 10, a record of system maintenance has not been maintained with our company, the warranty will expire. Every annual system service after year 10 extends the warranty for one year. Service programs purchased in advance extend the warranty the applicable number of years. (See service program record sheets, if applicable.) All warranties are transferable to new owners, provided Superior Seamless is notified within 30 days of the sale, and called in to perform a system service and walkthrough with the new owners. Claims under the warranty do not extend the warranty whatsoever.

Homeowner must keep gutters clean, downspouts extended, grade soil away from foundation (if possible), and run a dehumidifier in the summer to control condensation. Homeowner must provide all electrical requirements needed for the job/products before and after installation. Homeowner is responsible for removal/replacement of all personal items during work, or repairs. Repairs needed may require the homeowner to make the floor and wall in that area bare and accessible. This includes finished walls and floor coverings. Homeowner agrees to report all issues within 24 hours of discovering them. Any attempt to resolve the issues without consulting us may void the warranty. Altering the system in any way may void the warranty.

Floor cracks, interior walls, pipes and columns that penetrate the slab may not be covered, unless treated. If leakage occurs at these sites, additional charges may apply to extend the drainage capacity of the system. The warranty covers leaks from areas treated only.

The warranty does not cover: condensation, altered systems or products, water vapor transmission, concrete discoloration of any sort, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys/garages, efflorescence (white powder) on concrete. Contractor is not responsible for: peeling paint, water once pumped from the house, dust from installation, damage to hidden lines or plumbing, or frozen discharge lines; neither is damage to any item/product, stored or installed in the home that has not been removed or protected by the homeowner prior to installation. Contractor is not responsible for any radon gas, mold, or iron ochre related issues.

This warranty does not cover sump pumps. Failure of a pump for any reason is outside the scope of this warranty. If a pump has failed for any reason, contact Superior Seamless Inc. to arrange for a new pump installation to keep the warranty intact. Separate manufacturer's warranties may be in effect, and Superior Seamless Inc. reserves the right to honor/deny such warranties at their discretion.

This is not a guarantee of a dry basement. It is a warranty for repairs if it leaks. Our warranty specifically disclaims the following: water damage to any item or product in the basement regardless of location, purpose, or value. Contractor is not responsible for any damages associated with mold, ice, or water to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of value, adverse health effects, or any other effects.

This warranty is made in lieu of all other warranties expressed or implied. There are no other warranties expressed or implied. The warranty is in effect when the job is complete and paid in full. Past due balances in excess of 3 months (unless otherwise authorized by Superior Seamless Inc. in writing) may be cause for warranty termination.

Note: The contractor reserves the right to cancel the project and refund your deposit if unforeseen conditions arise upon opening the floor/ground. The home will be restored to its original condition or equivalent.

Sealant and Crawlspace Warranties:

All work associated with sealants (including rail systems such as X-Tract) are considered temporary, as these products can and most likely will fail in time. Because of the nature of such products, it is impossible to warranty each under a broad spectrum. Crawlspace solutions vary widely, and thus no standard warranty exists for every solution. Unless otherwise indicated in writing on the lines below, no warranty is expressed or implied. Please note that all terms and disclaimers above still apply regardless of work type.

Warranty: _____

Gutters and Leaf Protection:

Installation of new "seamless" gutters will have a 5-yr. "no-leak" warranty on parts and craftsmanship. Warranty is void if the gutter, or downspouts have been removed, altered, or damaged in any way. Gutters which have not been properly maintained are subject to warranty termination at Superior Seamless Inc.'s discretion, as damage due to debris/clogging/ice/animals etc. may occur. Repairs under warranty are made at no additional cost to the owner.

Superior Seamless Inc. specifically disclaims issues that may result from one or more of the following items: cold-weather issues not limited to icicles, ice-damming, any damage from ice build-up, and ice preventing water flow. Gutters will be pitched towards drain outlets to promote flow, sometimes at the cost of aesthetic value. If the homeowner wishes alteration, terms can be arranged to adjust the gutter, but this may void any warranty. Guarantee of pitch is not offered in every circumstance, and this will be classified as an unforeseen condition if not preventable. Superior Seamless is not liable for water damage to any part of the home, interior or exterior, regardless of the reason. The warranty applies only to repairing the gutter itself if leaks occur. Nothing more is expressed or implied.

Gutter Shell is the only leaf protection with a "no-clog" warranty. We will clean the areas that are clogged for as long as the Gutter Shell remains on the home. If the Gutter Shell has been altered or removed in any way, this warranty is void. Gutter Shell makes no guarantees or claims with regards to ice of any sort.

Note about Deposits: Deposits will be refunded 100% for proposals cancelled within 3 days. After 3 days, a portion or all of the deposit may be retained by Superior Seamless for materials ordered, or preparations made. Superior Seamless reserves the right to retain all materials purchased, and monies paid if contract is cancelled after the 3-day "right to cancel" period.

Lien Law Notice

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

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

NOTICE OF RIGHT TO CANCEL

You are entering into a contract. We offer you a legal right to void your contract within 3 business days from when this proposal was signed. If you decide to cancel this contract you must notify us in writing or in person at the contract information provided on the face of this form. You may use any written statement that is signed and dated by you, and states your intent to cancel; or you may use the form provided below. Keep a copy of this contract as it contains information about your rights.

To submit a valid cancellation, be sure the postage is marked within the three day time period of your right to cancel, or visit us in person within the same time.

I Wish to Cancel:

Owner's Signature: _____

Print Name: _____

Date: _____

Comments: _____

VII

R. C. No. - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 171-12-13 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>
9755	Bell, Sarah A.	1723 S. 13 th St.
9762	Schuchardt, Rebecca M.	3724 N. 46 th St.
9763	Wenzel, John E.	1522 N. 3 rd St., #A

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

114

VII

R. C. No. - 12 - 13. By LAW AND LICENSING. November 19, 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:

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2940	Kulwinder Food Mart I	905 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9737	Ames, Samuel D.	2323 S. 11 th St.
9783	Bakewell, Brianna L.	1312 N. 15 th St.
9775	Burkart, Megan N.	1936 Cty Rd. C, Plymouth
9770	Calina, Flavia G.	4933 Grey Fox Dr.
9771	Calina, Ricardo D.	4933 Grey Fox Dr.
9773	Ditter, Tasha M.	2505 Elm Ave.
4898	Evans, Michael J.	1821 Calumet Dr., #2
9787	Freyberg, Matt R.	2231 N. 36 th St.
9767	Gahagan, Rachel M.	3619 Deer Valley Dr.
9769	Gerth, Katie L.	123 Cherry St., Sheboygan Falls
9782	Gorell, Caylon E.	1204 N. 5 th St.
9772	Griego, Lori L.	113 Bryant Ct., Sheboygan Falls
9778	Heinrich, Jennifer L.	116 Ashland Ct., Sheboygan Falls
9788	Koehl, Heather J.	699 River Oaks Dr., Sheboygan Falls
9784	Mueller, Alexandra P.	1516A Erie Ave.
9768	Stubbs-Wirtz, Samantha	W5973 Pheasant Lane, Plymouth

IV

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9790	Butts, Constance B.	729 Kentucky Ave.
9777	Cronen, Robert J.	1512 Martin 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

VI

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. November 19, 2012.

Your Committee to whom was referred R. O. No. 185-12-13 by the City Clerk submitting a communication from Officer Wendlandt of the Sheboygan Police Department requesting to implement the resurrection of "Drug Penalty Enhancement Zone, Punishable by 5 Extra Years Wisconsin State Statute 961.49" signs within a one thousand foot radius of the new Sheboygan Area School District Leadership Academy, 1305 St. Clair Ave.; recommends that the document be placed on file and to express support to erect the signs.

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

5.7

R. O. No. 185 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting a communication from Officer Wendlandt of the Sheboygan Police Department requesting to implement the resurrection of "Drug Penalty Enhancement Zone, Punishable by 5 Extra Years Wisconsin State Statute 961.49" signs within a one thousand foot radius of the new Sheboygan Area School District Leadership Academy, 1305 St. Clair Ave.

~~PP+S.~~

file & express
support to erect signs



City Clerk

0.2

III

Abstract

October 29, 2012

Sheboygan Public Protection and Safety Committee
828 Center Avenue
Sheboygan, WI 53081

Dear Committee Members,

I am writing to ask that you review my request to implement the resurrection of "Drug Penalty Enhancement Zone, Punishable by 5 Extra Years Wisconsin State Statute 961.49" signs within a one thousand foot radius of the new Sheboygan Area School District Leadership Academy, 1305 St. Clair Avenue.

Wisconsin State Statute 961.49 states that: Offenses involving intent to deliver or distribute a controlled substance on or near certain places is a penalty enhancer of imprisonment increased up to 5 years if the crime took place within one thousand feet of a public or private school or premises, a city park, or a school bus. The Sheboygan County District Attorney's Office has implemented this statute when issuing charges in other drug investigations throughout the City of Sheboygan and Sheboygan County.

Enclosed is a map of the one thousand foot radius extending from the Leadership Academy, 1305 St. Clair Avenue, which includes main corridors of Highway 23 – Erie Avenue corridor and Highway 42 and the North 14th corridor.

Within this area the following businesses are present, the Sheboygan Leadership Academy, Walgreens Drug Store, Burger King Restaurant, Salvation Army Day Care, Starbucks, and a portion of Labor Park.

There is documentation that drug activity has taken place within this area.

Also enclosed is a copy of Statue Statue 961.49 and a picture of the proposed signage. This signage has been endorsed by the Sheboygan Police Department, the Sheboygan City-County Multijurisdictional Drug Unit, the Leadership Academy parents and staff, and the Neighbors Against Drugs Community Service Organization.

The Sheboygan Police Department has secured funding for this project to purchase approximately ten signs and an agreement has been made with the Sheboygan Department of Works Sign Department to fabricate the signs.

The many police officers of Gate Way Neighborhood and Erie Avenue Neighborhoods strongly support this effort as a proactive community policing effort to enforce the eradication of drug activity in this area.

Respectfully,



Officer Dean V. Wendlandt
Sheboygan Police Department

Conviction under this section for a second or subsequent offense does not require proof of the prior offense at trial beyond a reasonable doubt. *State v. Miles*, 221 Wis. 2d 56, 584 N.W.2d 703 (Ct. App. 1998), 97-1364.

A conviction for possessing drug paraphernalia under s. 961.573 qualifies as a prior offense under sub. (3). *State v. Moline*, 229 Wis. 2d 38, 598 N.W.2d 929 (Ct. App. 1999), 98-2176.

A defendant convicted of a second or subsequent controlled substance offense is subject to the penalty enhancements provided for in both ss. 939.62 and 961.48 (2) if the application of each enhancer is based on a separate and distinct prior conviction or convictions. *State v. Maxey*, 2003 WI App 94, 264 Wis. 2d 878, 663 N.W.2d 811, 02-1171.

961.49 Offenses involving intent to deliver or distribute a controlled substance on or near certain places.

(1m) If any person violates s. 961.41 (1) (cm), (d), (e), (f), (g) or (h) by delivering or distributing, or violates s. 961.41 (1m) (cm), (d), (e), (f), (g) or (h) by possessing with intent to deliver or distribute, cocaine, cocaine base, heroin, phencyclidine, lysergic acid diethylamide, psilocin, psilocybin, amphetamine, methamphetamine, methcathinone or any form of tetrahydrocannabinols or a controlled substance analog of any of these substances and the delivery, distribution or possession takes place under any of the following circumstances, the maximum term of imprisonment prescribed by law for that crime may be increased by 5 years:

(a) While the person is in or on the premises of a scattered-site public housing project.

(b) While the person is in or on or otherwise within 1,000 feet of any of the following:

1. A state, county, city, village or town park.
2. A jail or correctional facility.
3. A multiunit public housing project.
4. A swimming pool open to members of the public.
5. A youth center or a community center.
6. Any private or public school premises and any premises of a tribal school, as defined in s. 115.001 (15m).
7. A school bus, as defined in s. 340.01 (56).

(c) While the person is in or on the premises of an approved treatment facility, as defined in s. 51.01 (2), that provides alcohol and other drug abuse treatment.

(d) While the person is within 1,000 feet of the premises of an approved treatment facility, as defined in s. 51.01 (2), that provides alcohol and other drug abuse treatment, if the person knows or should have known that he or she is within 1,000 feet of the premises of the facility or if the facility is readily recognizable as a facility that provides alcohol and other drug abuse treatment.

(2m) If any person violates s. 961.65 and, during the violation, the person intends to deliver or distribute methamphetamine or a controlled substance analog of methamphetamine under any of the circumstances listed under sub. (1m) (a), (b), (c), or (d), the maximum term of imprisonment for that crime is increased by 5 years.

History: 1985 a. 328; 1987 a. 332, 339, 403; 1989 a. 31, 107, 121; 1991 a. 39; 1993 a. 87, 98, 118, 281, 490, 491; 1995 a. 448 s. 289, 491; Stats. 1995 s. 961.49; 1997 a. 283, 327; 1999 a. 32, 48, 57; 2001 a. 109; 2005 a. 14; 2009 a. 302.

Scienter is not an element of this section. *State v. Hermann*, 164 Wis. 2d 269, 474 N.W.2d 906 (Ct. App. 1991).

A university campus is not a "school" within the meaning of s. 161.49 [now ch. 961.49]. *State v. Andrews*, 171 Wis. 2d 217, 491 N.W.2d 504 (Ct. App. 1992).

Anyone who passes within a zone listed in sub. (1) while in possession of a controlled substance with an intent to deliver it somewhere is subject to the penalty enhancer provided by this section whether or not the arrest is made within the zone and whether or not there is an intent to deliver the controlled substance within the zone. *State v. Rasmussen*, 195 Wis. 2d 109, 536 N.W.2d 106 (Ct. App. 1995), 94-2400.

School "premises" begin at the school property line. *State v. Hall*, 196 Wis. 2d 850, 540 N.W.2d 219 (Ct. App. 1995), 94-2848.

The penalty enhancer for sales close to parks does not violate due process and is not unconstitutionally vague. The ordinary meaning of "parks" includes undeveloped parks. Proximity to a park is rationally related to protecting public health and safety from drug sale activities. *State v. Lopez*, 207 Wis. 2d 413, 559 N.W.2d 264 (Ct. App. 1996), 95-3250.

Day care centers are a subset of "youth centers" as defined in s. 961.01(22) and come within the definition of places listed in s. 961.49 (2). *State v. Van Riper*, 222 Wis. 2d 197, 586 N.W.2d 198 (Ct. App. 1998), 97-3367.

This section contains two elemental facts, a distance requirement and a particularized protected place, both of which must be submitted to the jury and proven beyond a reasonable doubt. *State v. Harvey*, 2002 WI 93, 254 Wis. 2d 442, 647 N.W.2d 189, 00-0541.

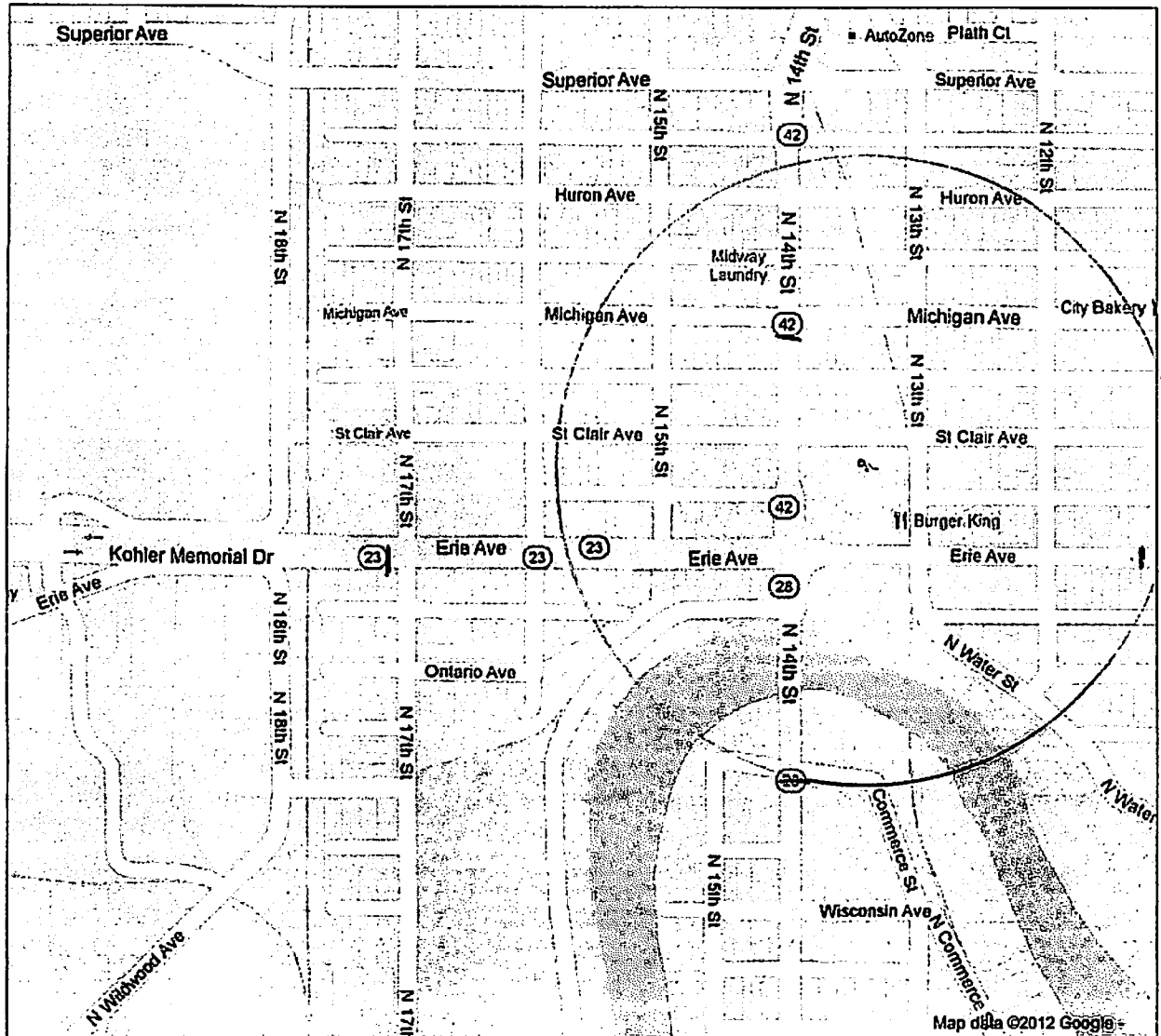
961.495 Possession or attempted possession of a controlled substance on or near certain places. If any person violates s. 961.41 (3g) by possessing or attempting to possess a controlled substance included in schedule I or II, a controlled substance analog of a controlled substance included in schedule I or II or ketamine or flunitrazepam while in or on the premises of a scattered-site public housing project, while in or on or otherwise within 1,000 feet of a state, county, city, village, or town park, a jail or correctional facility, a multiunit public housing project, a swimming pool open to members of the public, a youth center or a community center, while in or on or otherwise within 1,000 feet of any private or public school premises or of any premises of a tribal school, as defined in s. 115.001 (15m), or while in or on or otherwise within 1,000 feet of a school bus, as defined in s. 340.01 (56), the court shall, in addition to any other penalties that may apply to the crime, impose 100 hours of community service work for a public agency or a nonprofit charitable organization. The court shall ensure that the defendant is provided a written statement of the terms of the community service order and that the community service order is monitored. Any organization or agency acting in good faith to which a defendant is assigned pursuant to an order under this section has immunity from any civil liability in excess of \$25,000 for acts or omissions by or impacting on the defendant.

History: 1989 a. 31, 121; 1991 a. 39; 1993 a. 87, 118, 281, 490; 1995 a. 448 s. 290; Stats. 1995 s. 961.495; 1999 a. 57; 2009 a. 302.

961.50 Suspension or revocation of operating privilege.



To see all the details that are visible on the screen, use the "Print" link next to the map.



**DRUG PENALTY
ENHANCEMENT
ZONE!**

**PUNISHABLE BY
5 EXTRA YEARS!**

Wisconsin State Statute
961.49

VIII

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred the following:

1. R. O. No. 168-12-13 by the Purchasing Agent submitting a recommendation for award of Bid for the purchase of three vehicles for the Transit Department with funding at 100% utilizing residual funds from the grant awarded to the Transit Department through the American Recovery and Reinvestment Act (ARRA) and following completion of the purchased of three new buses; and
2. Res. No. 88-12-13 by Alderperson Hammond authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Pickup Truck with lift gate and diesel engine, one(1) Extended Length Mini-van and one (1) all-wheel-drive Sport Utility Vehicle for the Transit Department.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. 88 - 12 - 13. By Alderperson Hammond. October 15, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Pickup Truck with lift gate and diesel engine, one(1) Extended Length Mini-van and one (1) all-wheel-drive Sport Utility Vehicle for the Transit Department.

WHEREAS: The Sheboygan Transit Department was the recipient of a grant from the Federal Government under the American Recovery and Reinvestment Act (ARRA). The majority of the funding was used for the purpose of procuring (3) new Full-size Buses and;

WHEREAS: By taking advantage of economies of scale the Transit Department was able to purchase the buses at a slightly lower cost than originally anticipated, leaving a residual amount of slightly more than \$74,000.00 that must be allocated by the end of 2012 and;

WHEREAS: The Transit Director working with the Federal Government and the City of Sheboygan Transit Commission have identified a need for three vehicles to supplement the current operations and that the purchase of these vehicles with the stimulus funding is both acceptable and appropriate and;

WHEREAS: The Purchasing Agent solicited bids for all three vehicles and has determined that the low bid in all three instances meets or exceeds the City's requirements:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of vehicles as specified on the attached Report of Officers in the amount of \$ 72,778.50 including license and title fees;

*Finance
Approve.*

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III

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BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from an Account as established and identified by the City Treasurer in payment thereof.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.3

R. O. No. 168 - 12 - 13. By PURCHASING AGENT. October 15, 2012.

Submitting a recommendation for award of Bid #1734-12 for the purchase of three vehicles for the Transit Department with funding at 100% utilizing residual funds from the grant awarded to the Transit Department through the American Recovery and Reinvestment Act (ARRA) and following completion of the purchase of (3) new buses.

**BID #1 2013 Ford 4WD Diesel Pickup with lift-gate incl. license and title.
and Bed Liner**

Brantmeier Ford	Ewald's Hartford Ford	Bergstrom Ford
\$ 32,258.22	31,017.50	\$33,058.72

BID #2 2013 Dodge Grand Caravan Mini-van incl. license and title.

Brantmeier Kia	Ewald Chrysler	Sheb. Chrysler, Dodge, Jeep
Kia Sedona \$20,065.50 (alt)	\$ 21,254.50	\$ 18,732.50

BID #3 2013 Mid-size AWD Sport Utility Vehicle incl. license and Title.

Brantmeier	Ewald	Sheb. Chev.	Van Horn	Ewald Dodge	Ewald Chev.
Ford Explorer	Ford Explorer	GMC Terrain	Chevy Equinox	Dodge Durango	Chevy Equinox
\$25,830.74	\$ 25,440.50	\$ 24,666.21	\$ 23,823.50	\$26,729.50	\$ 23,028.50

Following a review of the bids received and conferring with the Director of Transit it is hereby recommended that the bids be awarded for the purchase as follows:

Bid # 1 Ford F-250 Ewald's Hartford Ford	\$ 31,017.50
Bid # 2 Dodge Gr. Caravan, Sheb. Chrysler Dodge Jeep.....	\$ 18,732.50
Bid # 3 Chevy Equinox Ewald's Dodge.....	\$ 23,028.50
Total	<u>\$ 72,778.50</u>

*Finance
Ac 4 file*

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

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R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred the following:

1. R. O. No. 181-12-13 by the Purchasing Agent submitting an evaluation of Request for Bids for the installation of a fiber optic cable network between City Hall, Transit, Municipal Service Building and the Sheboygan Police Department; and
2. Res. No. 98-12-13 by Alderperson Hammond authorizing the appropriate City Officials to enter into a contract for the provision and installation of a new fiber optic network to serve several City-owned buildings;

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

 _____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

6.5

Res. No. 98 - 12 - 13. By Alderperson Hammond. November 5, 2012.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the provision and installation of a new fiber optic network to serve several City owned buildings.

WHEREAS: The current wireless mesh network that the City relies upon for the efficient transportation of Computer data between City Hall and several other structures is no longer adequate to support the amount of data being exchanged and;

WHEREAS: Several current initiatives, if implemented, will require faster speeds and larger amounts of data that far exceed the limitations and capabilities of the current network and adequate funding for this project was included in the 2012 Capital Improvements Plan and;

WHEREAS: The Purchasing Agent issued Request for Bids # 1884-12 and the bids have come in well below the budgeted cost, excluding options.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the provision of an underground fiber optic network between City Hall, Transit, Municipal Service Building and the Sheboygan Police Department with H&H Utility Construction of Sheboygan Falls, for installation prior to the end of 2012.

BE IT FURTHER RESOLVED That the City Treasurer is authorized to use funding included in the City of Sheboygan Capital Improvement budget in the amount of \$ 190,315.00 in payment of same.

*Finance
approve*



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

20

III

Handwritten scribble

II

5.3

R. O. No. 181 - 12 -13. By PURCHASING AGENT. November 5, 2012.

Submitting an evaluation of Request for Bids #1884-12 received on October 16, 2012 for the installation of a fiber optic cable network between City Hall, Transit, Municipal Service Building and the Sheboygan Police Department.

Bidder	City	Base Bid	Option: Connect Fire Station # 3
H&H Utility Excavating Inc.	Sheboygan Falls	\$190,315.00	\$33,915.00
Gabe's Construction Inc.	Sheboygan	\$218,895.00	\$35,210.00

In light of the above and following a review of the bids, we are prepared to recommend the contract be awarded to H & H Utility Construction, Inc. at the base bid amount of \$190,315.00 and decline the option to connect Fire Station # 3.

Finance
As per file

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

12.

III



R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred Res. No. 99-12-13 by Alderperson Hammond accepting an offer to purchase property in the Sheboygan Business Center; 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

IV

III

6.6

Res. No. 99 - 12 - 13. By Alderperson Hammond. November 5, 2012.

A RESOLUTION accepting an offer to purchase property in the Sheboygan Business Center.

RESOLVED: That the appropriate City officials are hereby authorized to accept the Vacant Land Offer to Purchase of Jerome and Cynthia Ziegelbauer for 0.634 acres of land in the Sheboygan Business Center, for proposed and future warehouse additions for Precision Roofing Services, Inc., a copy of which is attached hereto.



*Finance
approve.*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2.2

III

2.2

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property

61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to

68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**

69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation

73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal

75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited

79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or

80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or

84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,

86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other

87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**

88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the

90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning

91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should

92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special

93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need

94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies

95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in

96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed

97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections

99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection

100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original

101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation

102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,

103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory

106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or

107 in an addendum per line 128. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose

108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of

109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests

110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall

112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for

113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or

115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior

116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair

117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall

118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this

119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards

120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a

121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal

123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**

124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated

126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered

127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt

128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving

129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).**

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies

132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

268 PROPERTY ADDRESS: 0.561 acres from parcel #59281470935 and 0.073 acres from parcel # 59281470939 [page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: proposed warehouse addition
272 and future warehouse addition. This Offer is contingent upon Buyer obtaining the following:

273 ~~xxxxxx Written evidence of (Buyer's) (Seller's) (STRIKE ONE) approval from a qualified independent third party that the Property is free of all~~
274 ~~xxxxxx liens, encumbrances, easements, covenants, conditions, restrictions, or other systems (to be identified in the proposed use contingency) that~~

275 ~~xxxxxx would be a legal barrier to the proposed use of the Property, or that the Property is not suitable for the proposed use of the Property, or~~
276 ~~that the Property is not suitable for the proposed use of the Property, or that the Property is not suitable for the proposed use of the Property,~~

277 ~~xxxxxx or that the Property is not suitable for the proposed use of the Property, or that the Property is not suitable for the proposed use of the Property,~~
278 ~~xxxxxx or that the Property is not suitable for the proposed use of the Property, or that the Property is not suitable for the proposed use of the Property,~~

279 ~~xxxxxx or that the Property is not suitable for the proposed use of the Property, or that the Property is not suitable for the proposed use of the Property,~~
280 ~~xxxxxx or that the Property is not suitable for the proposed use of the Property, or that the Property is not suitable for the proposed use of the Property,~~

281 Copies at (Buyer's) (Seller's) (STRIKE ONE) expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) (STRIKE ONE) expense for the following items related to the proposed
286 development: construction of proposed warehouse addition and future warehouse addition

287 ~~xxxxxx~~
288 ~~xxxxxx~~
289 ~~xxxxxx~~

290 This proposed use contingency shall be deemed satisfied unless Buyer within 60 days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 ~~xxxxxx~~
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314 ~~xxxxxx~~

315 This Offer was drafted on 11/22/12 (Date, by licensee and firm) Egle, Egle & Hemming

316 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

317 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

318 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

319 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

320 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

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326 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

327 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

328 [Signature] (Buyer's Signature) _____ (Social Security No. or FEIN) _____ Date 10/25/12

329 This Offer was presented to Seller by _____ at _____ a.m./p.m.

330 THIS OFFER IS RELEGATED TO THE OFFERING COUNTER (See attached counter)

331 _____ (Seller Initials) _____ (Date)

ADDENDUM A
TO VACANT LAND OFFER TO PURCHASE DATED OCTOBER , 2012
Page 1 of 2

RE: Jerome J. Ziegelbauer and Cynthia A. Ziegelbauer, Buyers
City of Sheboygan, Seller
Part of tax parcels 59281470935 & 59281470939, Sheboygan, WI

OTHER CONTINGENCIES

The Buyer's obligation to conclude this transaction is further conditioned upon consummation of the following:

1. Buyers' purchase of and closing on the following described real estate from Weimann Properties, LLC prior to or concurrent with the purchase and closing of the property which is the subject of this Offer.

That part of the NW 1/4 of the NE 1/4 Section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin more particularly described as: Commencing at the NE 1/4 corner of said Section 9, thence N85°22'2"-W, 1583.22 feet along the North line of said NE 1/4; thence 17°32'00"W (rec. N26°08'16"E) (rec. S17°49'13"W), 321.40 feet to the point of beginning; thence from said point of beginning N17°32'00"E (rec. N26°08'16"E) (rec. S17°49'13"W) along the east line of Lot 1 CSM V15 P94 prolonged, 86.68 feet; thence S03°31'02"W, 24.51 feet; thence N85°22'20"W (rec. N85°10'43"W), 21 feet to the point of beginning.

This parcel to merge with tax parcel #59281470940

LEGAL DESCRIPTIONS OF SUBJECT REAL ESTATE:

0.561 ACRE PARCEL FROM 59281470935: That part of the NW 1/4 of the NE 1/4, Section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin more particularly described as follows: Beginning at the SW corner of CSM V15 P94; thence S85°04'04" (rec. S86°46'05"E) along the southerly line of said CSM, 162.15 feet to the SE corner said CSM and the NW corner of Lot 1 CSM V22 P173; thence S02°36'36"W (rec. S02°35'27"W) along the westerly line of said lot 1, 147.47 feet to the SW corner of said Lot 1; thence N85°32'45"W (rec. S85°32'54"E) along the prolongation of the southerly line of said Lot 1 to the West, 158.10 feet; thence N04°55'01"E (rec. S03°13'55"W) along the prolongation of the westerly line of said

ADDENDUM A
page 2 of 2

CSM V115 P94 to the South, 148.71 feet to the point of beginning.

0.073 ACRE PARCEL FROM 59281470939: That part of Lot 1 Certified Survey Map V22 P173 D1803595 of the NW 1/4 of the NE 1/4, Section 9, T14N, R23#, City of Sheboygan, Sheboygan County, Wisconsin more particularly described as follows: Beginning at the NW corner of said Lot 1; thence S85°10'43"E (rec. N85°22'20"W) along the northerly line of said Lot 1, 21.00 feet; thence S02°11'09"W, 147.37 feet to the southerly line of said Lot 1; thence N85°32'54"W, 22.08 feet to the SW corner of said Lot 1; thence N02°36'27"E along the westerly line of said Lot 1, 147.47 feet to the point of beginning,

These parcels to merge with tax parcel #59281470940

VIII

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. November 19, 2012.

Your Committee to whom was referred Res. No. 100-12-13 by Alderpersons Heidemann and Wangemann authorizing the appropriate city officials to submit a state matching grant application for urban wildlife damage abatement and control, agreeing to the subsequent appropriation of matching City funds and authorizing further actions to administer the grant; 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

6.7

Res. No. 100 - 12 - 13. By Alderpersons Heidemann and Wangemann.
November 5, 2012.

A RESOLUTION authorizing the appropriate city officials to submit a state matching grant application for urban wildlife damage abatement and control, agreeing to the subsequent appropriation of matching City funds and authorizing further actions to administer the grant.

WHEREAS, the Wisconsin Department of Natural Resources (DNR) administers a program to award matching grants, not to exceed \$5,000, to urban communities for up to 50% of the costs for projects to plan wildlife abatement measures or to engage in wildlife control efforts, or both; and

WHEREAS, the City of Sheboygan Common Council desires to control the urban wildlife population of white-tailed deer to abate wildlife damage and apply for state aids to develop an urban wildlife population control plan including an aerial survey to monitor and establish deer population estimates and remove deer using sharpshooters and/or live trapping; and

WHEREAS, the Common Council will comply with all financial recordkeeping and disclosure requirements and other requirements of s. 29.887 Stats., and s. NR 50.23 Wis. Adm. Code, pertaining to urban wildlife damage abatement and control, if state aid is obtained for urban wildlife damage abatement and control.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to submit a state matching grant application to the Wisconsin Department of Natural Resources (DNR) for the urban wildlife damage abatement and control project identified above.

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

BE IT FURTHER RESOLVED: That the City of Sheboygan hereby authorizes the Chief of Police to act on behalf of the City in carrying out the grant activities as follows:

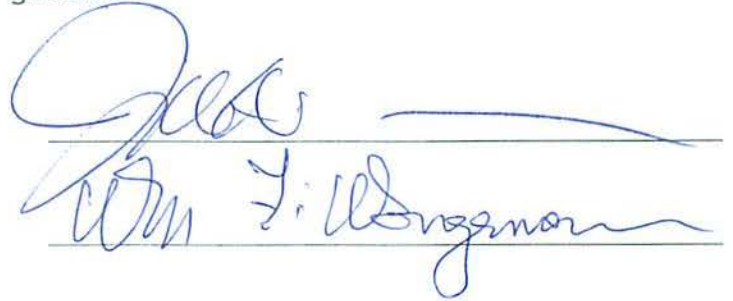
- develop an urban wildlife population control plan for presentation to and approval by the Common Council;
- expend the funds appropriated and the funds received from the state through the grant for development and implementation of the approved urban wildlife population control plan;

PPS approve

2

III

- maintain appropriate records to document expenses and submit a final report to the DNR and the common council;
- allow DNR employees access to inspect all operations proposed in the approved plan;
- complete all requirements of the grant within the time periods specified in the grant.



Tom Fildenzman

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

I

Com. No. _____ - 12 - 13. November 19, 2012.

Submitting a communication from Alderperson Donohue presenting a proposal for Job Responsibilities for the Mayor of Sheboygan.

Presented to the Common Council by Alderperson _____.

PROPOSAL
Job Responsibilities for Mayor of Sheboygan

Background:

The Mayor of Sheboygan is an elected four year position. Prior to October 2011, the Mayor functioned as the city's chief administrative officer (CAO). While the concept of a professional chief administrative officer who would be responsible for the day to day operation of the city, presumably beyond political influence, had been discussed at length for a number of years, the political turmoil caused by Mayor Bob Ryan's conduct, and subsequent removal proceedings and a recall election moved the discussion forward. The position of chief administrative officer was created by the Common Council on October 3, 2011. Jim Amodeo, the head of the city's finance department, was appointed to the position. His term expires August 22, 2015.

A job description for the chief administrator's position was also passed by the Council on October 3, 2011. Modifications to the CAO's job description which seek to clarify the reporting relationship among the CAO, the Common Council and the Mayor have been referred to the Strategic Fiscal Planning Committee.

Since Mayor Van Akkeren has taken office, important questions have arisen about the Mayor's role and job duties and responsibilities, particularly as relates to the chief administrative officer's duties. Understanding that resolution of these questions is vital to the smooth and efficient operation of city government, the following suggested duties and responsibilities for the Mayor is an important first step in clarifying the respective roles of the Mayor and the CAO. This will make City government more focused, organized and responsive to the significant challenges facing the City of Sheboygan.

MAYOR'S JOB DUTIES AND RESPONSIBILITIES

The Mayor of Sheboygan is elected by city residents to a four year term. It is a full time position whose hours will typically extend beyond a normal forty-hour per week, Monday through Friday schedule. By statute, the Mayor is the City's chief executive officer with administrative responsibility which is shared with elected and administrative officers, various boards and commissions and independent appointed officials regarding the city's business.

The Mayor is also the face of city government to those living, visiting, doing business or relocating to Sheboygan.

Essential Duties and Responsibilities:

1. The Mayor is a member of the Common Council, presides at its meetings and may vote on business before the Council in the event of a tie vote. The mayor may veto actions of the Common Council.
2. The Mayor has a statutory duty to take care that city ordinances and state laws are observed and enforced and that all city officers and employees discharge their duties. Wis. Stat. § 62.09 (8)(a).

3. The Mayor provides input and cooperates with the chief administrative officer, department heads and alderpersons in developing the city's annual budget.
4. While the CAO is responsible for the supervision and work performance of department heads, the Mayor may provide observations and feedback about such work performance at the request of the CAO.
5. The Mayor makes all required and necessary appointments to special and standing committees of the Council and all other boards and commissions as required by statute. To the extent allowed by statute, the Mayor may serve on boards and commissions as needed.
6. The Mayor provides input and cooperates with the chief administrative officer, department heads and alderpersons to develop and implement short and long term strategic plans for the City.
7. The Mayor responds to citizen inquiries and complaints as needed.
8. The Mayor, working cooperatively with the Planning and Development Department as well as other local, regional, and state economic development organizations, to represent the best economic interests of the City, with respect to location and relocation of businesses within the City, job development and any other economic development issues. The Mayor actively participates in the work of all departments and organizations to improve the City's economic status.
9. The Mayor is the voice of city government with respect to legislative matters at a regional and state level, including but not limited to testifying as needed at the state level, and working in a cooperative manner with other local units of government.
10. The Mayor is the City's "good will ambassador" and the face of city government. The Mayor spends significant time meeting with concerned citizens, participating in social activities (e.g. parades, festivals, events and ceremonies), working with organizations such as the Sheboygan County Chamber of Commerce and the Sheboygan County Economic Development Corporation to the extent that such participation enhances the visibility and economic wellbeing of the City.
11. The Mayor delivers an annual "State of the City" address to the Common Council at its first regular meeting of each session. The Mayor's vision for the City is a key element of the address and sets out the hopes and expectations for the Mayor, the Common Council and all elements of City government.

II

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

Submitting a communication from Sheboygan County submitting the apportionment sheets for levying and apportioning the tax for Sheboygan County.



City Clerk

III

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

Attention Clerks:

Attached are the apportionment sheets for 2012. Please make sure you do not round any of the numbers listed. You must collect exactly the amounts on the form.

TAXES AND CHARGES

1	A. STATE TAXES (Apportioned TID IN)		1
2	1. Aggregate amount of state tax (use this amount for calculating state tax rate)	420,262.93	2
3	B. COUNTY TAXES (Apportioned TID OUT)		3
4	1. Portion of state special charges upon county:		4
5	Charitable and penal	-60.69	5
6	Other state special charges	0.00	6
7			7
8	SUBTOTAL - Section B-1 (also enter on line B1 on Statement of Taxes (SOT))	-60.69	8
9	2. Other county taxes to be levied over entire town, village, or city		9
10	Health	0.00	10
11	Library (sec. 43.12, Wis. Stats.)	0.00	11
12	County Bridge Aid (sec. 82.08(2), Wis. Stats.)	0.00	12
13	Sanitation	0.00	13
14	Children with Disabilities Education Boards (sec.121.135, Wis. Stats.) (over entire town,village or city)	0.00	14
15	Property taxes charged back per sec. 74.41 & 74.42, Wis. Stats.	0.00	15
16	Countywide EMS	0.00	16
17	Other (identify) :	0.00	17
18	All other county taxes (including levy for State Trust Fund Loans)	12,510,187.27	18
19	County Sales Tax Credit	< 0.00 >	19
20	SUBTOTAL - Section B-2 Taxes to be levied over entire municipality (enter on line B2 on SOT)	12,510,187.27	20
21	County taxes to be levied over part of town, village or city		21
22	Children with Disabilities Education Boards (also enter on line B3 on SOT)	0.00	22
23		0.00	23
24		0.00	24
25		0.00	25
26		0.00	26
27	TOTAL NET COUNTY TAXES (8, 20, 22, 23, 24, 25 and 26) (for county tax rate)	12,510,126.58	27
28	C. SPECIAL DISTRICT TAXES		28
29	Enter Special District Code: null	Amount levied	29
30	Enter Special District Code: null	Amount levied	30
31	D. TOWN, VILLAGE OR CITY TAXES		31
32	4. Other state special charges		32
33	Identify :		33
34	Identify :		34
35	SUBTOTAL - Section D-4 (also enter on line D4 on SOT)	0.00	35
36	5. County special charges:		36
37	Illegal real estate charged back (sec. 70.74(2), Wis. Stats.)	0.00	37
38	Highways and bridges (sec. 83.03, Wis. Stats.)	0.00	38
39	Highway aid (sec. 83.14, Wis. Stats.)	0.00	39
40		0.00	40
41		0.00	41
42		0.00	42
43		0.00	43
44	SUBTOTAL - Section D-5 (also enter on line D5 on SOT)	0.00	44
45	GRAND TOTAL - ALL TAXES AND CHARGES - Sum of lines 2, 27, 29, 30, 35 and 44	12,930,389.51	45

SHEBOYGAN COUNTY RESOLUTION NO. 13 (2012/13)

Re: **Levying and Apportioning the Tax**

WHEREAS, each year, the County Board of Supervisors is required to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year, and

WHEREAS, this year there are five (5) components of the tax amount that must be included, and

WHEREAS, the first component is the Forestation State Tax, set by the State of Wisconsin to support the state forest system pursuant to Wis. Stat. §§ 70.58 and 70.60 charged against all taxable properties in Sheboygan County in the amount of \$1,468,183.33 (Equalized Rate: .000169706), and

WHEREAS, the second component is the State Special Charge pursuant to Wis. Stat. §§ 51.20(18) and 70.60 returned from other counties for expenses related to mental commitments of Sheboygan County residents in their counties refunded against all taxable properties in Sheboygan County in the amount of \$215.45 (Equalized Rate: -.000000026), and

WHEREAS, the third component is the County Aid to Bridges required by Wis. Stat. § 82.08 and approved by the County Board by Resolution No. 12 (2012/13) charged against all taxable property in the townships in Sheboygan County in the amount of \$25,395.97 (Equalized Rate – Town only – .000007362), and

WHEREAS, the fourth component is the Sheboygan County portion of the Eastern Shores Library System approved for the budget and an apportionment adjustment for the Eastern Shores Library System and required by Wis. Stat. § 43.64 to be charged against all taxable property in all townships except the Towns of Scott and Sherman and all villages except the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake in the amount of \$1,201,763.00 (Equalized Rate: .000344364, applied to non-excluded Towns and Villages only), and

WHEREAS, the fifth and largest component is the general County property tax pursuant to Wis. Stat. § 70.62 to finance the County government budget, and

WHEREAS, the Sheboygan County Board, after public hearing, study, and revision has finalized and adopted the 2013 budget on this 6th day of November, 2012, which requires a levy of \$44,409,363.02 against all taxable property in the County of Sheboygan (Equalized Rate: .005267937);

NOW, THEREFORE, BE IT RESOLVED, that there be and hereby is levied on all taxable property in the County of Sheboygan the following taxes:

Forestation State Tax	
Wis. Stat. § 70.58, (Equalized Rate: .000169706)	\$ 1,468,183.33
State Special Charges	
Wis. Stat. § 51.20(18) (Equalized Rate: -.000000026)	\$ (215.45)
General County Taxes	\$44,409,363.02
Wis. Stat. § 70.62, (Equalized County Rate: .005267937)	

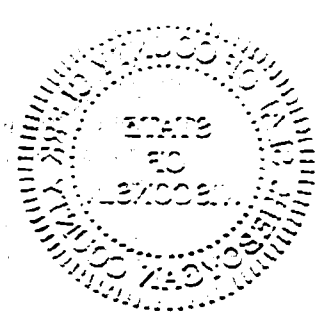
STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) I, Julie Glancey do hereby
certify that the above is a
true and correct copy of the original on file in the office of the
County Clerk and that it was adopted by the County Board of
Supervisors on this date.

Date: 11-06-2012
(Seal)


County Clerk

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BE IT FURTHER RESOLVED that the sum of \$1,201,763.00, which is the amount approved for the budget of the Eastern Shores Library System, pursuant to Wis. Stat. § 43.64, be and hereby is levied against all taxable property in the townships, excluding the Towns of Scott and Sherman, and all villages, excluding the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake.

(Equalized Rate: .000344364)

BE IT FURTHER RESOLVED that the sum of \$25,395.97 County Aid to Bridges as approved by Resolution No. 12 (2012/13) be and hereby is levied against all taxable property in the townships in Sheboygan County.

(Equalized Rate: .000007362)

BE IT FURTHER RESOLVED that the County Clerk and the County Finance Director shall, pursuant to Wis. Stat. § 70.63 determine and apportion within ten (10) days of this date, the tax levy set forth for the respective municipalities, according and in proportion to the valuations for the towns, villages, and cities as submitted by the Wisconsin Department of Revenue.

Respectfully submitted this 6th day of November, 2012.

FINANCE COMMITTEE




William C. Goehring, Chairperson



Greg Weggerman, Vice-Chairperson



Thomas Wegner, Secretary



Devin LeMahieu



Michael J. Vandersteen

Opposed to Introduction:

II

R. O. No. - 12 - 13.

By BOARD OF WATER COMMISSIONERS.
November 9, 2012.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners request minor changes to Ordinance Sec. 122-16 in accord with NR 810.15, requiring the municipal water supplier to develop and implement a cross connection control program.

BOARD OF WATER COMMISSIONERS

GERALD VANDEKREEKE
RAY HAEN
MARK HEINZ

II

Proposed Changes to Ordinance Sec. 122-16

Sec. 122-16. - Cross connection control.

(a)

A cross connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the city water system and the other water from a private source, water of unknown or questionable safety, or steam, gases or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.

Replace with the following:

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.

Comment: New language would conform with State Plumbing SPS 382.01 definitions

(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 by the state department of natural resources in accordance with section NR 811.09(2), Wis. Admin. Code.

Replace with the following

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 state department of natural resources in accordance with Wis. Admin. Code Nr 810.15(2).

Comment: Replace outdated DNR Code NR811.09(2) Wis. Admin. Code with NR 810.15 (2) Wis. Admin. code

(c)

It shall be the duty of the ~~plumbing inspector~~ ^{water utility or plumbing inspector} 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.

Replace with the following

It shall be the duty of the water utility or plumbing inspector 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.

Comment: conform with NR 810.15(2)

(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 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.

Replace with the following

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 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

Comment: clarification

(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.

II

R. O. No. -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.

Development Manager

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

8.8

X

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 M. J.
M. J.
Myrtle M. W.

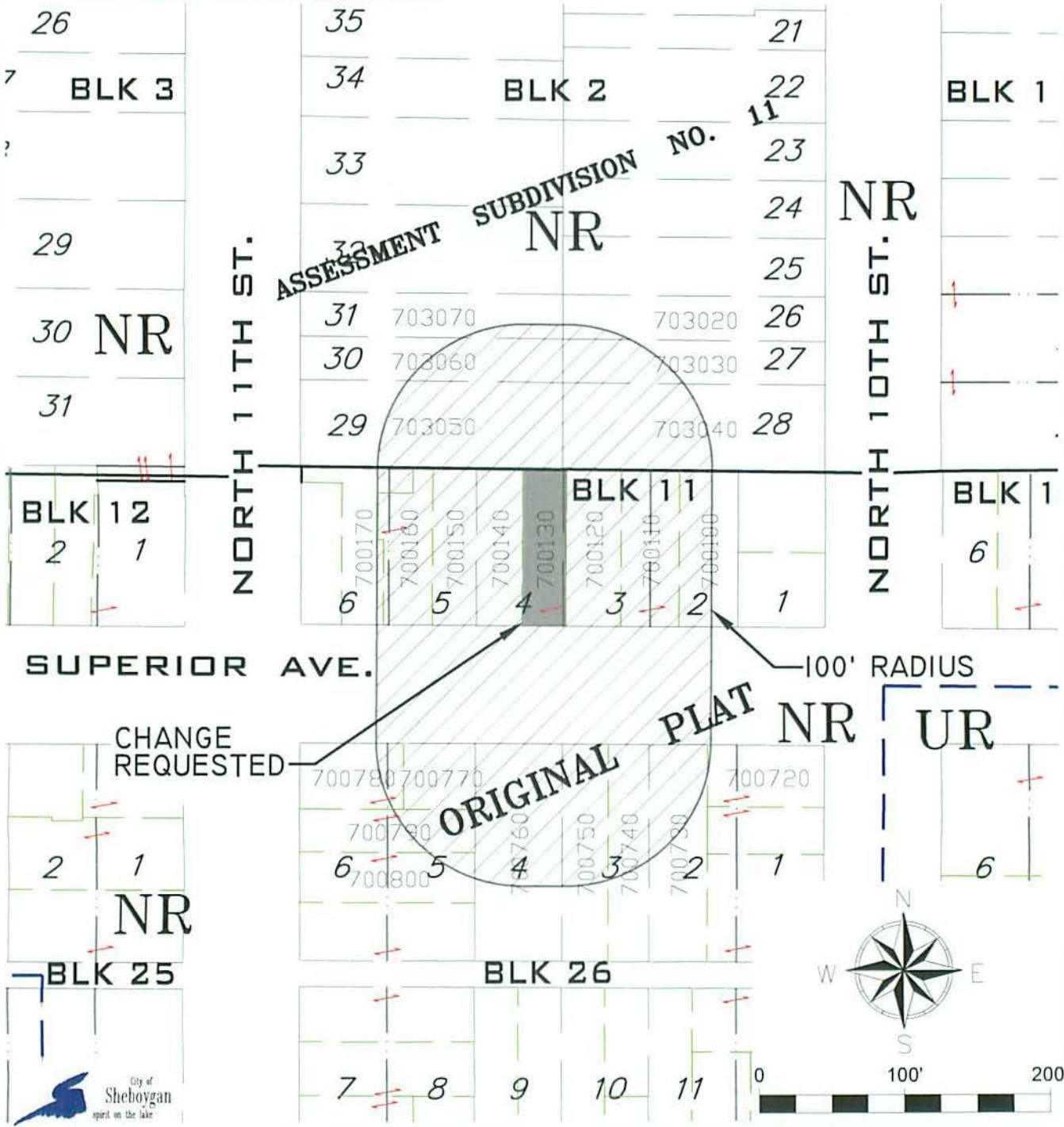
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

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

III

2.8

James H. Johnson

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
847 W. ST. FRANCIS ROAD
 ADDRESS: 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 $\frac{1}{2}$ # 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

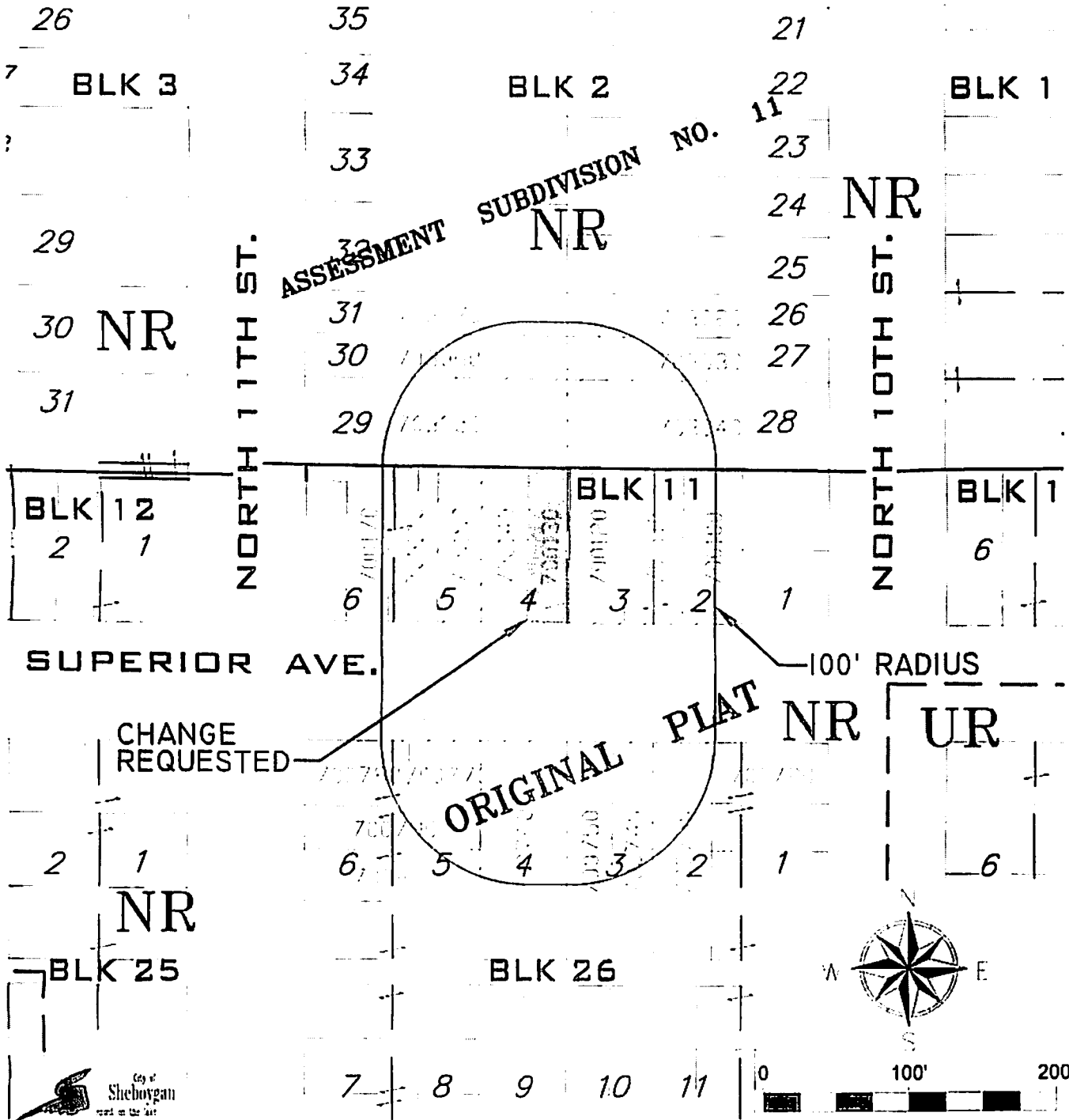
Tenant History of 1020 Superior Avenue

<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.

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

R. O. No. _____ - 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.



City Clerk

III

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

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)

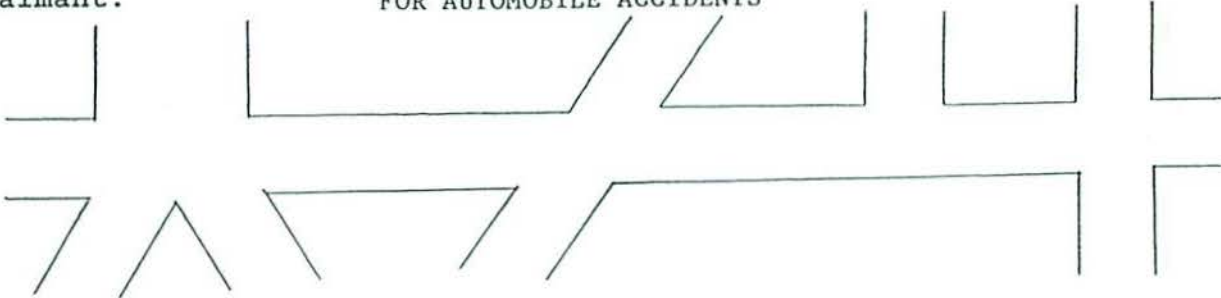
Make: Jeep Model: patriot Year: 2008 Mileage: 51,000

Names and addresses of witnesses, doctors and hospitals: _____

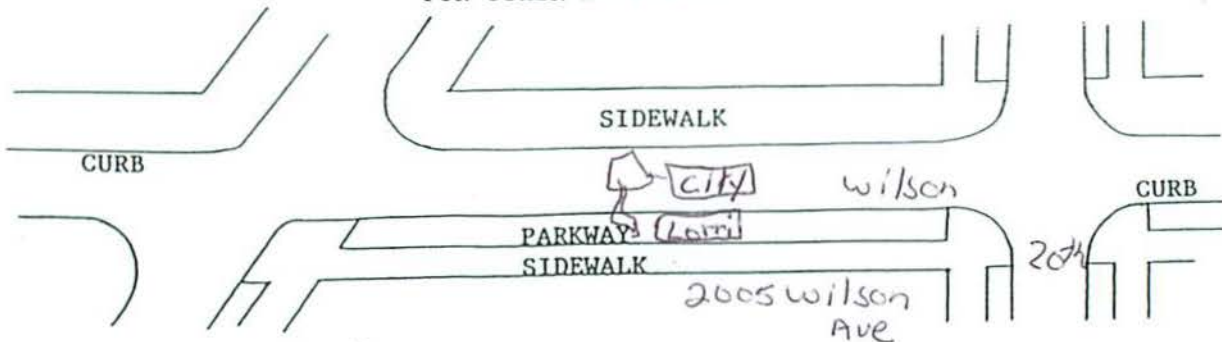
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Louise Stetter

Date: 11-1-2012

DATE RECEIVED 11-7-12

RECEIVED BY SLS

CLAIM NO. 18-12

CLAIM

NOV 7 '12 PM 1:51

Claimant's Name: Lorri Stelter

Auto \$ 679.¹⁴

Claimant's Address: 3919 Mendocino Ln

Property \$ _____

APT 306 Sheboygan 53083

Personal Injury \$ _____

Claimant's Phone No. 920-627-4948

Other (Specify below) \$ _____

Total 679.¹⁴

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 Stelter

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 Exple:

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



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

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
 Rear Window Wiper/Washer
 Styled Steel Wheels
 Tilt Steering Wheel
 Vinyl Seats

Power Steering
 Roof/Luggage Rack
 Tachometer
 Tinted Glass

Rear Window Defroster
 Stability Cntrl Suspensn
 Theft Deterrent System
 Traction Control System

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

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	



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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

II

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

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



City Clerk

III

Handwritten text, possibly a title or header, located at the top left of the page.

Handwritten text, possibly a signature or name, located in the middle left of the page.

DATE RECEIVED 11-8-12

RECEIVED BY L Schroeder

CLAIM NO. 20-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 08 2012

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.
- 4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: Sarah L. Ehlert
- 2. Home address of Claimant: 2925 S. 15th Street
- 3. Home phone number: 920-254-3613, 920-254-0378
- 4. Business address and phone number of Claimant: _____
2925 S. 15th Street
- 5. When did damage or injury occur? (date, time of day) 10/23/12 9 am aprox.
- 6. Where did damage or injury occur? (give full description) _____
in my basement
- 7. How did damage or injury occur? (give full description) Water main break
in front of my residence, led to sewage and
back up in my basement
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: Q
 - (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: Q
 - (b) Claimant's statement of basis for such liability: _____

Handwritten notes at the top left of the page, including a signature and some illegible text.

Handwritten text at the top right of the page, possibly a date or reference number.

Main body of handwritten text, appearing as a list or series of notes, with some lines underlined.

A horizontal line of handwritten text, possibly a section header or separator.

Second main section of handwritten text, continuing the list or notes.

Third main section of handwritten text, with some lines appearing to be part of a larger paragraph.

A horizontal line of handwritten text, possibly a section header or separator.

Fourth main section of handwritten text, continuing the list or notes.

Fifth main section of handwritten text, including some lines that appear to be underlined or bolded.

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

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

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

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

Auto:

Property:

Personal injury: loss of days pay

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

Other: (Specify below)

Total \$ 1,668.99

Damaged vehicle (if applicable)

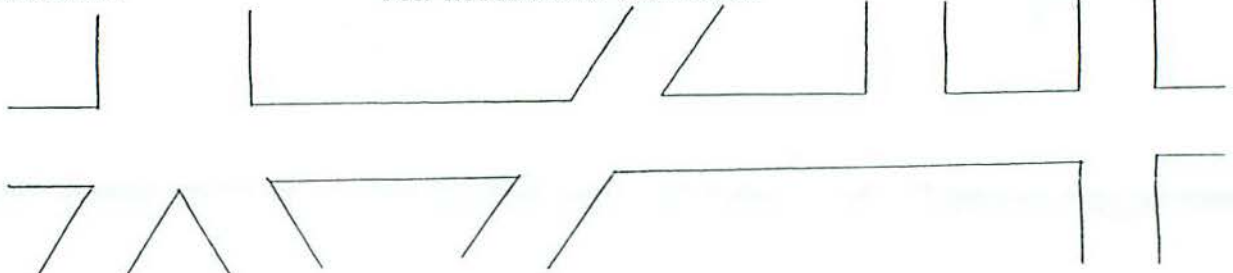
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

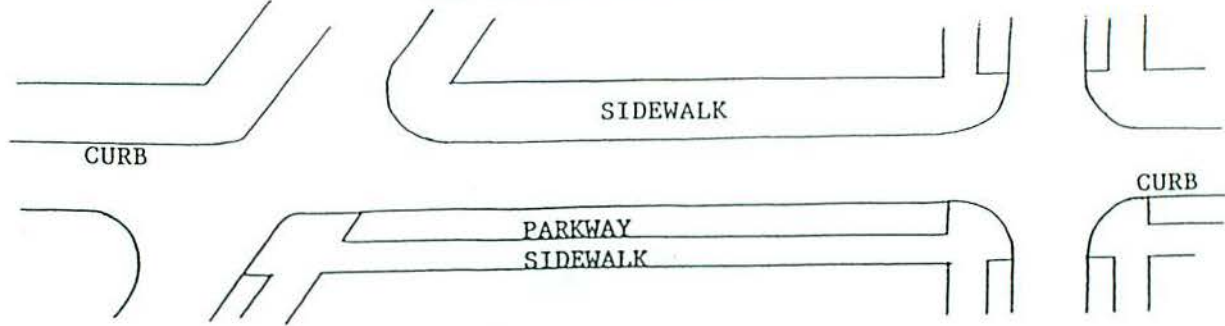
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Sarah Lehert

Date:

11/07/12

Garbaged in and removed, cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

Cost of cleaning and disposal of garbage, cost of water and electricity.

DATE RECEIVED 11-8-12

RECEIVED BY RS Schroeder

CLAIM NO. 20-12

CLAIM

Claimant's Name: Sarah L Ehlert

Auto

NOV 09 2012

Claimant's Address: 2925 S. 15th St

Property

\$ 1,568.00

Sheboygan WI 53081

Personal Injury

\$ 185.00

Claimant's Phone No. 920-854-3613

Other (Specify below) \$

Total \$ 1,753.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,753.00
Total

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

DATE: 10/31/12

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

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

Reference Number: 29159162
Total: \$548.63
Transaction Type: Sale
Transaction Status: Pending Settlement
Card Type: MasterCard
Card Number: xxxxxxxxxxxxx3855
Entry Method: Keyed
Approval Code: 06556Z
Approval Message: ZIP MATCH
AVS Result: Zip Match Only
CSC Result: Match
Customer Name: Susan C Steinhardt
Invoice: 1

X

Please sign here to agree to payment.



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

ES2S0034

QUOTE

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

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

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

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

Signature _____

Date _____

Plus 264.60 install

11/02/12

5:01PM

Sales Representative(s):

DARREN LAACK Gene Woodwine

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

QUOTE TOTAL: \$670.76

Total 935.36

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

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

RETURNS AND CANCELLATIONS. Absolutely no returns on Special Orders!

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

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

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

THIRD PARTY PAYERS (new construction, financed sales)

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

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

DALTON CARPET OUTLET INSTALLATION ESTIMATE

Name Sarah Ehlert

Date 11/2/12

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

OPTIONAL SERVICES

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

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

I hereby understand and will comply with the above specifications.

Signature _____

ESTIMATED CHARGES DUE 264.60

II

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

Submitting a communication from American Family Insurance regarding their insured Cheryl Escher and alleged damages done to her parked vehicle when it was struck by a City vehicle.



City Clerk

II

Shakti & Sakti



L. Scholder
11-8-12
19-12

Scanning Center | 6000 American Pkwy | Madison WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

November 06, 2012

47-JAC013
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

RE: Our Claim Number: 00-445-008978-0529
Our Insured Name: Cheryl Escher
Date of Loss: October 25, 2012
Our Company Name: American Family Mutual Insurance Company

Dear City Of Sheboygan:

A 2010 Ford Focus owned by our insured Cheryl Escher was legally parked when struck by a vehicle operated by city employee Scott Tetschlag. A copy of the police report is attached.

We anticipate making payment(s) to our insured. Once payment is made, our Subrogation Department will send supporting documentation to you for reimbursement of our claim payment(s) and our insured's deductible, if applicable.

Please contact me with any questions.

Sincerely,

Jeri Carpenter
Casualty Claim Senior Adjuster
American Family Mutual Insurance Company
800-692-6326 x 44551
Jerald.Carpenter@AmFam.com
Fax: (866) 364-0985

Cc: CHERYL ESCHER
2642 N 30TH ST
SHEBOYGAN WI 53083-3621

Enc: Sheboygan Police Department Motor Vehicle Accident report # C12-21311

ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, LAURIE SUHRKE, CHIEF DOMAGALSKI

- 06-445-008978-0529

**SHEBOYGAN POLICE DEPARTMENT
DRIVER INFORMATION EXCHANGE NON-REPORTABLE ACCIDENT**

CCD12110279214S1201 01D

SPD #249 10/06
DATE: 10-25-12 TIME: 1404 LOCATION: 1900 SHERMAN AVE CASE# C12-21311

UNIT #1		UNIT #2	
DRIVER #1 NAME: JET SCHLAG SCOTT H. DOB: 3-27-66	DRIVER #2 NAME: DOB:		
ADDRESS: 4050 S 14TH ST SHEBOYGAN, WI		ADDRESS:	
DL#: T324 78866107 d6 STATE WI EXP 17	DL#:	STATE:	EXP:
OWNER: CITY OF SHEBOYGAN ADDRESS: 828 CENTRAL AVE SHEBOYGAN, WI		OWNER: ESCHER, CHERYL A. ADDRESS: 2642 N 30TH ST SHEBOYGAN WI	
PHONE: 459 3440 INSURANCE CO.: SELF INSURED	PHONE: 459 8848 INSURANCE CO.: AMERICAN FAMILY		
YEAR: 95 MAKE: FORD MODEL: 4600 COLOR: BLUE	YEAR: 2010 MAKE: FORD MODEL: FOCUS COLOR: SIL		
VIN: 1FDZ490LX8VA39193	VIN: 1FAMP3HN7AG211281		
PLATE #: 58564 TYPE: MUN STATE: WI EXP: NON EXP	PLATE #: 793AFT TYPE: AUT STATE: WI EXP: 13		
DAMAGE: \emptyset	DAMAGE: (L) DRIVER FRONT FENDER & DOOR		
CIT. STATUTE & CHARGE: \emptyset	CIT. STATUTE & CHARGE: \emptyset		
OTHER PROPERTY DAMAGED:			

OWNER:	ADDRESS:	PHONE:
WITNESS NAME:	ADDRESS:	PHONE:

MANNER OF COLLISION 1 Head on 2 Rear End 3 Side Swipe 4 Side Swipe 5 Off Rd Left 6 Off Rd Right 7 Angle 8 Left Turn 9 Other 9	SHORT NARRATIVE: UNIT 1 WAS EAST ON SHERMAN AVE WHEN THE 45E ON THE TRAILER BEING TOWED CAME UNHOOKED AND STRUCK THE DRIVERS FRONT DOOR & FENDER OF UNIT 2 AS IT WAS LEGALLY PARKED FACING EAST. DAMAGE WAS VERY MINOR. NO INJURIES!	LOCATION 1900 SHERMAN AVE
	WHAT DRIVERS WERE DOING 1. Going straight ahead 2. Making left turn 3. Making right turn 4. Stopping or stopping 5. Stopped in traffic 6. Legally parked 7. Legally parked 8. Parking maneuver 9. Backing in roadway 10. Changing lanes 11. Overtaking on left 12. Overtaking on right 13. Making U turn 14. Turning on road 15. Merging 16. Other Unit 1: 1 Unit 2: 6	

ROAD CONDITION	
1. Dry	6. Muddy
2. Snow or ice	7. Oily
3. Wet	8. Other
4. Gravel	
5. Slush	

KNEZ 436 9440
OFFICER NAME (PRINT) UNIT # UOCL

WISCONSIN STATUTES 345.70(1) REQUIRES THE OPERATOR OF ANY VEHICLE INVOLVED IN AN ACCIDENT RESULTING IN INJURY OR DEATH TO ANY PERSON OR TOTAL DAMAGE TO PROPERTY OWNED BY ANY ONE PERSON TO AN APPARENT EXTENT OF \$1000.00 OR MORE (\$200.00 IF STATE OR GOVERNMENT OWNED PROPERTY IS INVOLVED) TO IMMEDIATELY REPORT THE ACCIDENT TO A LAW ENFORCEMENT AGENCY

THE APPARENT EXTENT OF DAMAGE INVOLVED IN THIS ACCIDENT APPEARS TO BE LESS THAN \$1000.00 TO EACH PROPERTY OWNER, AND THERE IS NO CLAIM OF PERSONAL INJURY. THEREFORE, A STATE ACCIDENT REPORT IS NOT REQUIRED AND NONE WILL BE FILED.

SHOULD IT LATER BE DETERMINED THAT THE DAMAGE TO YOUR VEHICLE OR PROPERTY EXCEEDS \$1000.00, GO TO THE SHEBOYGAN POLICE DEPARTMENT AND AN ACCIDENT REPORT WILL BE PROVIDED.

DISTRIBUTION: WHITE - TRAFFIC SECTION YELLOW - DRIVER PINK - DRIVER

DATE 10-25-12

II

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

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



City Clerk

11-12-12

RSSchneider

21-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

NOV 12 '12 4:11:33

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Harold & Patricia Strickland
2. Home address of Claimant: 2911 S. 15th St. Sheboygan Wis. 53081
3. Home phone number: 920 - 457-5995
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 10-23-12 Morning
6. Where did damage or injury occur? (give full description) 2911 S. 15th St + corner of Wilson Ave.
7. How did damage or injury occur? (give full description) The street at the corner of 15th St & Wilson caved in and backed up the sewer into the house with water + waste material.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

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

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

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

Auto: \$ _____

Property: \$ ~~30000~~ 66.37

Personal injury: \$ _____

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

Total ~~2540.42~~ + 66.37 = 2606.79

Damaged vehicle (if applicable) 2240.42 + 66.37 = 2306.81

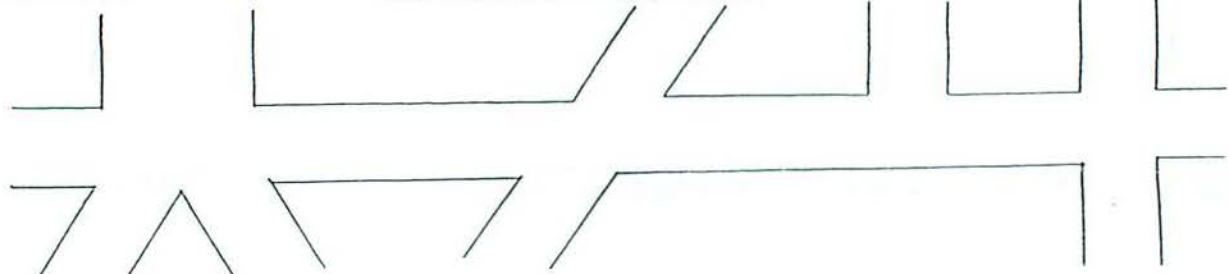
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

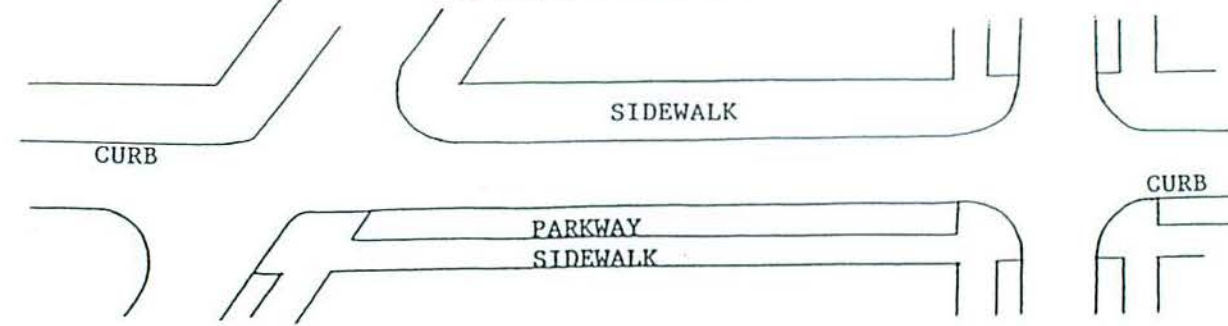
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Harold Stubbins

Date: Nov. 12 2012

DATE RECEIVED 11-12-12

RECEIVED BY LS Schneider

CLAIM NO. 21-12

NOV 12 '12 AM 11:33

CLAIM

Claimant's Name: Harold Strickland

Auto \$ _____

Claimant's Address: 2911 S. 15th St.

Property \$ 66.37

Sheboygan Wis.

Personal Injury \$ _____

Claimant's Phone No (920) 452-5995

Other (Specify below) \$ 2240.42 ^{cleanup} _{+ Decontamination}

Total 2306.81

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2306.81.

SIGNED: Harold Strickland

DATE: Nov. 12 - 2012

ADDRESS: 2911 S. 15th St.



SERVPRO OF APPLETON & WINNEBAGO

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

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

Home: (920) 457-5995

Operator Info:
Operator: DEBBIES

Type of Estimate: Backup of Sewer or Drain
Date Entered: 10/29/2012 Date Assigned: 10/23/2012

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

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

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

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

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

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

Customer, Patricia Strickland, and Provider (SERVPRO of _____) acknowledge receipt of the above documented equipment in good working order.

Customer's Signature: Patricia Strickland Date: 10-23-12
 Provider's Signature: T.S. Date: 10/23/12



Release for Disposal of Belongings

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

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

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

Provider's Warehouse Location:

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

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

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

Claims Professional Release
 Claims Professional Signature: _____
 Date: _____

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



SERVPRO OF APPLETON & WINNEBAGO

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

2012-10-29-0821

Miscellaneous

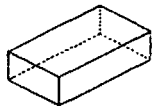
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	191.24	191.24
2. Equip. setup, take down & monitoring - after hrs	1.00 HR	0.00	67.70	67.70
3. Air mover (per 24 hour period) - No monitoring 9 UNITS	9.00 EA	0.00	25.36	228.24
4. Air mover (per 24 hour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

Totals: Miscellaneous

1,371.40

Basement

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



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

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



SERVPRO OF APPLETON & WINNEBAGO

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

CONTINUED - Basement

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

Grand Total Areas:

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



SERVPRO OF APPLETON & WINNEBAGO

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

Summary

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

Use Your  2%
BIG CARD REBATE
MENARDS®

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

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



Sale Transaction

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

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

TOTAL SAVINGS 6.81

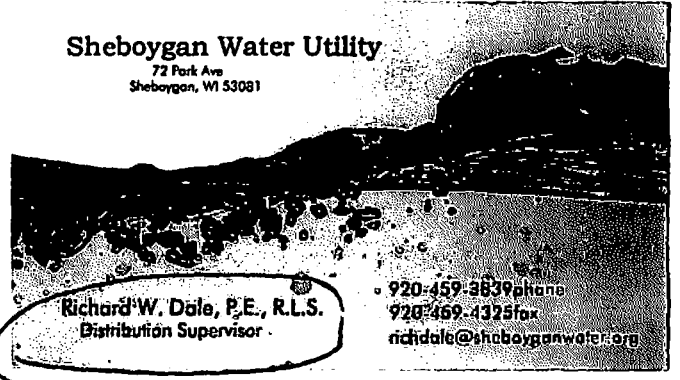
TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
2711

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

Sheboygan Water Utility

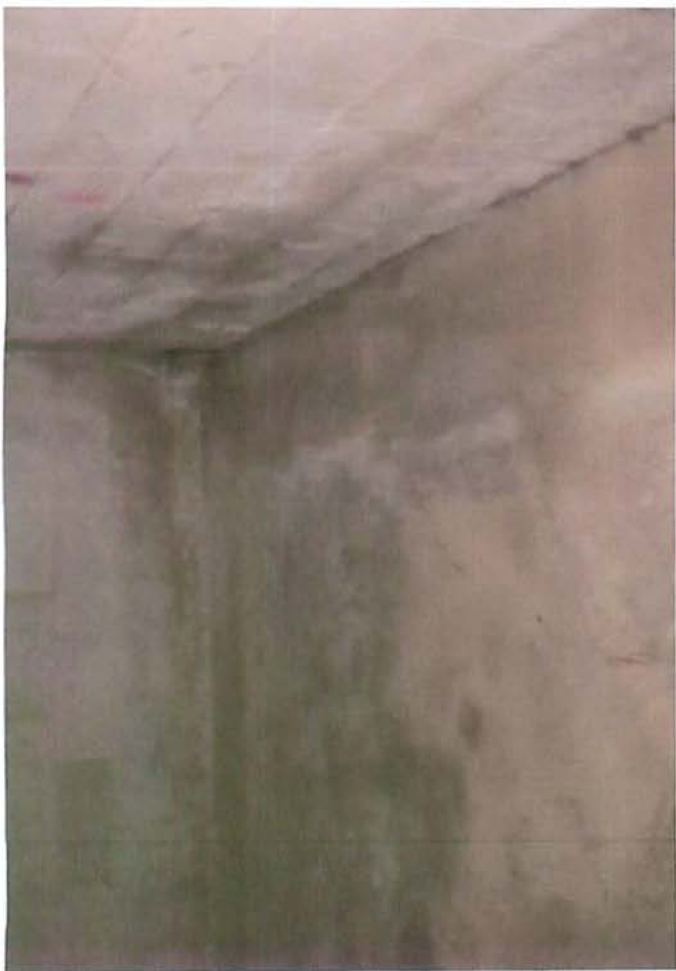
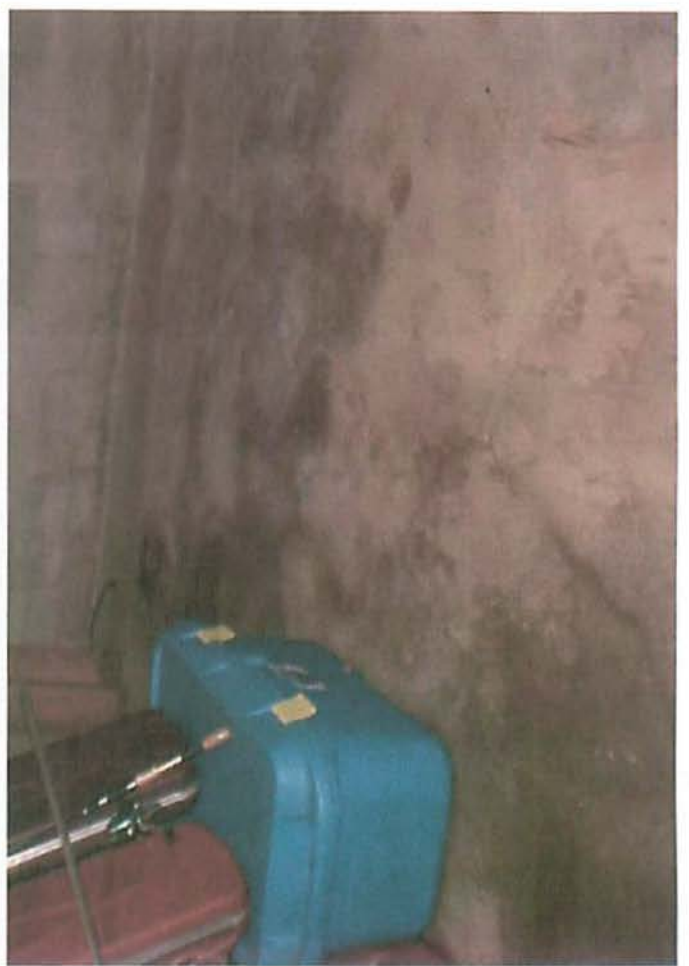
72 Park Ave
Sheboygan, WI 53081



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

920-459-2839 phone
920-459-4325 fax
richdale@sheboyganwater.org

Took picture before
clean-up started















II

R. O. No. _____ - 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.



City Clerk

II

1. 1998. 1. 1. 1. 1. 1.

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 Superior 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) D&M 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: Subcontractor - 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)

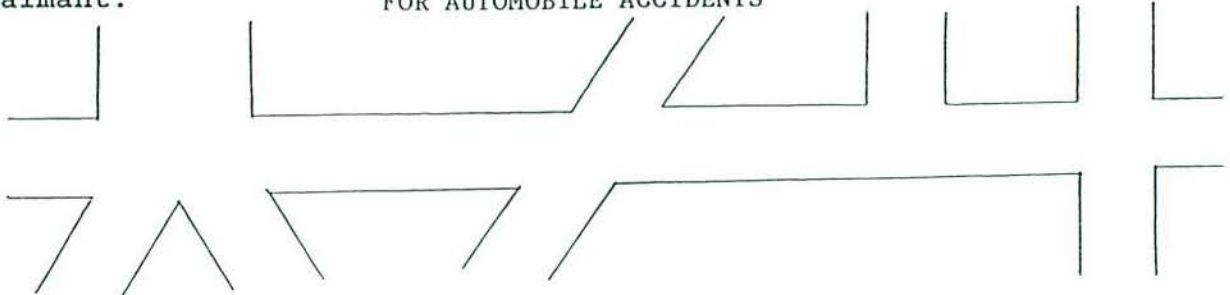
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

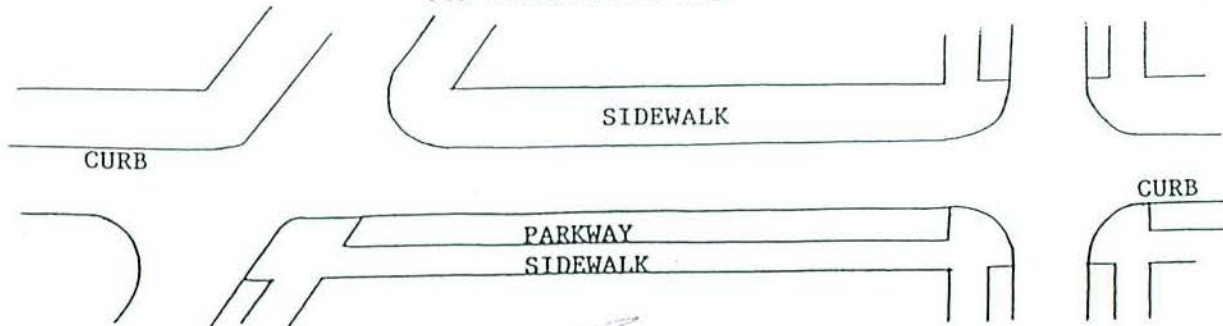
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: _____

[Handwritten Signature]

Date: 11/6/12

DATE RECEIVED 11-6-12

RECEIVED BY L Schraeder

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



PLUMBING & HEATING CO., INC.

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

II

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

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



City Clerk

II

August 1912

DATE RECEIVED 11-5-12

RECEIVED BY L. Schraeder

CLAIM NO. 16-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.
- 4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Joel and Tanya Wood

2. Home address of Claimant: 2914 S. 15th St.

3. Home phone number: (920) 627-0231

4. Business address and phone number of Claimant: Piggly Wiggly Midwest
2215 Union Ave Sheboygan, WI 53081 (920) 457-4433

5. When did damage or injury occur? (date, time of day) 10/23/12 9:00 AM

6. Where did damage or injury occur? (give full description) Sewage, sand, and
water leaked into my basement to a depth of 2"-3"

7. How did damage or injury occur? (give full description) A water main broke
which sank the fire hydrant into the ground which broke the
sewer line.

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

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

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

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

(a) Public property alleged to be dangerous: _____

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

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

NO INJURIES. Sewage and water damage to everything touching the floor in the basement

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

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

Auto: \$ _____

Property: \$ 4400.55

Personal injury: \$ _____

Other: (Specify below) \$ _____

Total see page 4 for Itemization

Damaged vehicle (if applicable)

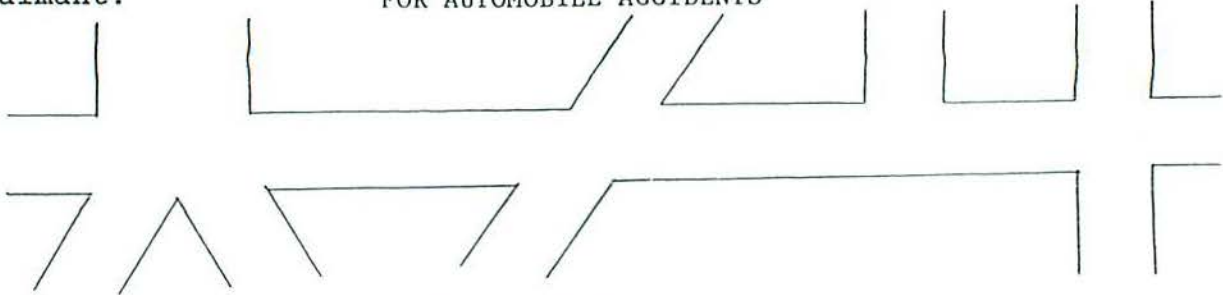
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

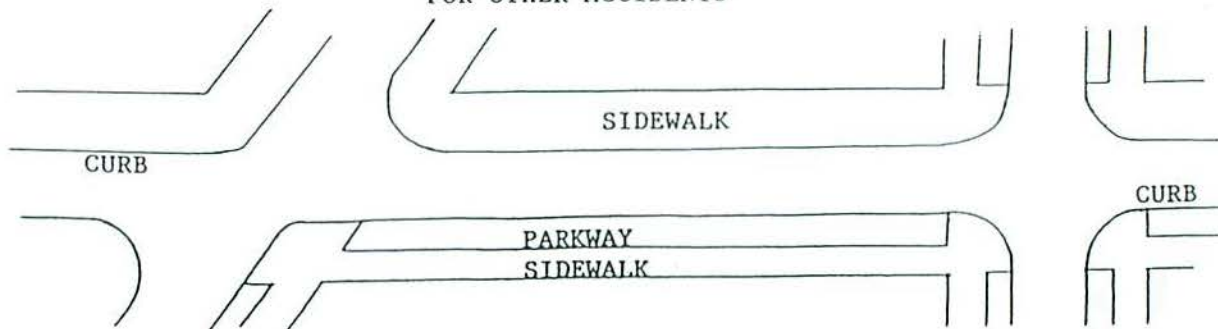
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Jill Wood

Date: 10/30/12

DATE RECEIVED 11-5-12

RECEIVED BY LSchraeder

CLAIM NO. 16-12

CLAIM

Claimant's Name: Joel Wood

Auto \$ _____

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

Property \$ 4406.55

Sheboygan, WI 53081

Personal Injury \$ _____

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

Other (Specify below) \$ _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 4406.55.

SIGNED: Joel Wood

DATE: 10/30/12

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



Self Checkout

Fast. Fun. Easy.

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

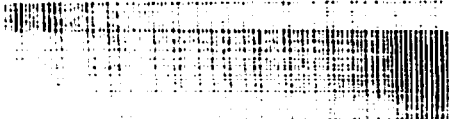
ST# 1276	OP# 00009046	LEN# 44	TR# 00638
GV WATER	007874211433	F	2.48 N
EXTRA LARGE	007830006332		2.18 X
EXTRA LARGE	007830006332		2.18 X
FUBBER BOOT	085804900307		14.00 X
COBEELE	004130100129		14.86 X
	SUBTOTAL		35.70
TAX 1	5.000 %		1.66
	TOTAL		37.36
	DEBIT TEND		37.36
	CHANGE DUE		0.00

EFT DEBIT PAY FROM PRIMARY
37.36 TOTAL PURCHASE
ACCOUNT # **** * 3811 S
REF # 229700311762
NETWORK ID: 0071 APP# CODE 920491
TERMINAL # 33001904

10/23/12 10:23:38

ITEMS SOLD 5

IC# 3168 7650 8940 8016 4718



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



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

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



Sale Transaction

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

EFT Debit 10/29/12 16:40:05
NETWORK ID:0003 APP CODE 064024
Ref# 102904009061 PRIMARY ACCT

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE IDENTIFY NEED
linked to this transaction.
3202

THANK YOU, YOUR CASHIER, BRITTANY

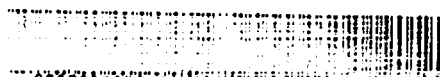
59900 05 7616 10/29/12 04:40PM 3247



MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

Sale Transaction

Rebate #3202 Receipt



3202000027405761841200324702

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

Claim for Loss of Property

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

II

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

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Timothy Johnnies filing an appeal to the Sex Offender Residency Restrictions in order to be placed at a Transitional Living Placement (TLP) residence located at 1123/1125 N. 14th St. or 930A Michigan Ave. based on availability.



City Clerk

II

Scott Walker
Governor



NOV 13 '12 14:21:42

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

Edward Wall
Secretary

State of Wisconsin
Department of Corrections

November 12, 2012

To whom it may concern:

The Department of Corrections, on behalf of Timothy Johnnies (DOC #401615...DOB: 1/5/1979), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Johnnies is slated to be released from prison on 12/4/12. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th Street or 930A Michigan Avenue, based on availability.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mike Roehl".

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

III

Res. No. - 12 - 13 . By Alderperson Hammond, Carlson and Roeseler.
November 19, 2012.

A RESOLUTION authorizing entering into contract with Tyler Technologies for implementation of the Human Resource module of Munis software.

WHEREAS: The City of Sheboygan has utilized the Munis financial software for over three years;

WHEREAS: The City of Sheboygan purchased the Human Resources and payroll modules at the same time the financial software was purchased and budgeted funding for implementation;

WHEREAS: In order for the Human Resources and payroll module to be implement oversight by Tyler Technologies is needed;

RESOLVED: That the City is hereby authorized to enter into contract with Tyler Technologies in an amount not to exceed \$50,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the General Fund Finance Department IT Equipment Account Number 10115100-642200-60340 in payment of same.

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

Dated _____ 20_____. _____, City Clerk

Approved _____ 20_____. _____, Mayor

III

III

Res. No. _____ - 12 - 13. By Alderperson Roeseler. November 19, 2012.

A RESOLUTION authorizing the City to enter into contract a new provider of Stop Loss Insurance Coverage effective January 1, 2013, Symetri. Coverage in 2013 will be \$145,000 per unit.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract accepting a supplemental Stop Loss Insurance Plan to include a separate plan for Transplant Coverage.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411032-540206 in payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

SYMETRA. FINANCIAL

777 108th Avenue NE, Suite 1200
 Bellevue, Washington 98004-5135
 1-800-SYMETRA
 (425) 256-8000

FOR OFFICE USE ONLY			
Contract Type:	New	<input checked="" type="checkbox"/> 12000	<input type="checkbox"/> 11000 (RI only)
	Old	<input type="checkbox"/> 8800 (Trust)	<input type="checkbox"/> 8800 (Non-trust)
Policy #:	_____		
SIC Code:	9111		
<input type="checkbox"/> Revision	<input type="checkbox"/> Correction	Eff. Date: _____	

PRELIMINARY EXCESS LOSS INSURANCE APPLICATION

A. Applicant

Legal Name of Applicant: City of Sheboygan

Business Address: 828 Center Ave. Sheboygan WI 53081
 Street City State Zip

Applicant is a: Sole Proprietor Partnership Corporation Union
 Other: Municipality

Applicant Mailing Address (if different than Business Address):

same
 Street City State Zip

Business Contact: Sandy Rohrick Title: Director of HR
 Phone: 920-459-3374 Fax: 920-4590242 Email: sandy.rohrick@ci.sheboygan.wi.us

Premiums Paid by: TPA

Will there be multiple premium payments each month? Yes No
 (If yes, for each payment, a detailed allocation statement is required)

Are premium statements needed? No Paper E-Mail _____

Associated Companies (List if Associated Companies are to be covered. Attach a separate sheet if necessary.)

Legal Name	# of employees	Effective Date	Termination Date
_____	_____	_____	_____
_____	_____	_____	_____

B. Effective Date of Coverage: 01-01-2013 Policy Period: from 01-01-2013 to 01-01-2014
 (No insurance is effective unless and until approved)

Enrollment at the beginning of the Policy Period:

Single 143

Family 307

Retirees covered under Stop Loss: Yes, Individual and Aggregate Coverage

C. Claims Administrator (TPA/ASO)

1. TPA Name: UMR Number: _____
 2. Contact Name: UMR Claims Department
 Street Address: PO Box 30541
 City: Salt Lake City State: UT Zip: 84130-0541
 Phone: 800-826-9781 Fax: _____ Email: _____

D. Individual Excess Loss Insurance Yes No

1. Individual Deductible:
\$ 145,000 per Covered Unit (separate deductible applies for the employee and each covered dependent)
\$ _____ per Covered Family Unit (one deductible for the employee and all covered dependents)

2. Excess Loss Alternate Reimbursement Endorsement applicable? Yes No

3. Eligible Covered Expenses (define by plan, if applicable)

Medical excluding all Prescription Drugs

Medical including Prescription Drugs defined as the following:

Rx Card and Mail Order Rx Card Rx Mail Order

Rx as part of Medical Plan subject to a Deductible and Coinsurance

Other Rx Plan _____

Other Covered Expenses _____

4. Symetra's Reimbursement Percentage: (Select one)

a. 100 % of Covered Expenses in excess of the Individual Deductible.

b. _____ % of the first _____ of Covered Expenses in excess of the Individual Deductible; and _____ % thereafter.

c. _____ % of Covered Expenses in excess of the Individual Deductible that are incurred at the Policyholder medical facility or any affiliated or subsidiary medical facilities of the Policyholder; and _____ % of all other expenses in excess of the Individual Deductible.

d. _____ % of Covered Expenses that are incurred at the Policyholder medical facility or any affiliated or subsidiary medical facilities of the Policyholder; and _____ % of all other Covered Expenses will apply toward the Individual Deductible.

5. Individual Lifetime Reimbursement Maximum: Unlimited per Covered Unit
Policy Period Reimbursement Maximum: 2,250,000 per Covered Unit

6. Premium Rates:

<u>Covered Units</u>	<u>450</u>	_____	_____
Single	<u>\$44.89</u>	_____	_____
Family	<u>\$93.73</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Reimbursement Option:

Covered expenses incurred on or after the Effective Date of Coverage and paid during the Policy Period with:

Run-in Period 0 months Run-in Limit \$ N/A
Run-out Period 3 months Run-out Limit \$ Unlimited

8. Individual excess Loss Terminal Provision Yes No
Terminal Run-out Period: _____ months

9. Individual Excess Loss Advantage Provision Yes No
Individual Advantage Deductible \$75,000

Individual Advantage Deductible applies toward the Aggregate Attachment Point? Yes No

10. Individual Excess Loss Advance Funding Endorsement included: Yes No

11. Individual Excess Loss Transplant Provision? (8800/8900 only) Yes No
If yes, effective date: _____

E. Aggregate Excess Loss Insurance Yes No

1. Eligible Covered Expenses (define by plan, if applicable)

Medical excluding all Prescription Drugs

Medical including Prescription Drugs defined as the following:

Rx Card and Mail Order Rx Card Rx Mail Order

Rx as part of Medical Plan subject to a Deductible and Coinsurance

Other Rx Plan _____

Short Term Disability

Dental

Vision

Other Covered Expenses _____

2. Aggregate Attachment Point will be set by Symetra.

3. Symetra's Reimbursement Percentage:

a. 100 % of Covered Expenses in excess of the Aggregate Attachment Point.

b. _____ % of the first _____ of Covered Expenses in excess of the Aggregate Attachment Point; and _____ % thereafter.

c. _____ % of Covered Expenses in excess of the Aggregate Attachment Point that are incurred at the Policyholder medical facility or any affiliated or subsidiary medical facilities of the Policyholder; and _____ % of all other expenses in excess of the Aggregate Attachment Point.

d. _____ % of Covered Expenses that are incurred at the Policyholder medical facility or any affiliated or subsidiary medical facilities of the Policyholder; and _____ % of all other Covered Expenses will apply toward the Aggregate Attachment Point.

4. Aggregate Reimbursement Maximum \$ \$1,000,000.00 per Policy Period

5. Monthly Aggregate Accommodation Provision applicable? Yes No

Monthly Aggregate Accommodation premium _____

Paid: annually in advance per employee per month monthly

6. Reimbursement Option:

Covered expenses incurred on or after the Effective Date of Coverage and paid during the Policy Period with:

Run-in Period 0 months Run-in Limit \$ N/A

Run-out Period 3 months Run-out Limit \$ Unlimited

7. Minimum Aggregate Attachment Point: (Select one)

100 % of the first Monthly Aggregate Attachment Point x 12 ; or

8. Monthly Aggregate Attachment Factors

<u>Covered Units</u>	<u>450</u>	_____	_____
Single	<u>\$818.61</u>	_____	_____
Family	<u>\$1,833.21</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Aggregate Excess Loss Terminal Provision? Yes No

Terminal Run-out Period _____ months

Monthly Aggregate Attachment Factors:

Covered Units

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Aggregate Excess Loss premium \$4.73 _____ (Do NOT include Monthly Agg Accommodation premium)

Paid: annually in advance per employee per month monthly

11. Net Claim Limit (Answer for Aggregate only coverage): _____ per Covered Unit

F. Medical Conversion Privilege Yes No
_____ monthly rate per employee

Additional Information:

Excludes transplant or transplant related expenses covered under a separate policy held by the participating employer or its plan.

Any person who knowingly, with intent to defraud any insurance company or other person, files an application of insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Deposit of _____ is enclosed to apply to the first premium payment under the Policy, if issued.

Signed at: _____ Date: _____

Legal Name of Applicant: _____

Applicant's Signature: _____

Agency Name: M3 Insurance

Agent's Signature: Sherida L. Hodges

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License No. 9733 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

114

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License No. 7390 be denied based upon 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. November 19, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License No. 9744 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

VI

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License No. 4074 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

II

Other Matters

7.1

R. O. No. 151 - 12 - 13. By CITY CLERK. October 1, 2012.

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

Law & Lic
10/15/12 - grant all lic
except hold Cleveland, Fanslau,
Knueger, Mullers, Olivas,
Schuld
11/5/12 - hold Knueger, Mullers
Olivas, Schuld
11/19/12 - deny Knueger,
Mullers, Olivas
Schuld

Lusaw Richards
 City Clerk

BEVERAGE OPERATOR'S LICENSE (CLUB) (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9746	Gahagan, Jason A.	3953 Meadowbrook Ct.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9737	Adamavich, Tina Ann M.	2327 N. 10 th St.
9737	Ames, Samuel D.	2323 S. 11 th St.
3274	Chesak, Jamie L.	1142 Dillingham Ave.
9735	Cleveland, Samantha J.	3017A N. 9 th St.
9727	Curtiss, Brittni J.	2427 N. 40 th St.
9729	Dockter, Dana L.	1120 N. 49 th St.
9747	Fanslau, Louicia A.	419A Wisconsin Ave.
9734	Frazier, Lawrence J.	1516A Illinois Ave.
7637	Gerold, Matthew M.	116 N. 11 th St., Oostburg
9750	Johnson, Margaret J.	1824 N. 20 th St.
9732	Jones, Kearra N.	2258 Calumet Dr.
9724	Kopetsky, Barbara R.	1625 S. 22 nd St.
9749	Krombach, Sandra L.	*****
4074	Krueger, Jesse F.	936 Kensington Ave., Plymouth
9739	Lampe, Kevin M.	1119 N. 14 th St.
8058	Lawton, Amanda L.	925 Michigan Ave.
3063	Lohse, Tim C.	1730 Garden Ct.
9730	McKinnon, Meghann E.	4243 Honeysuckle Ct.
9725	Montanez, Lisha A.	2026 Folger Ave.
9740	Renzelmann, Grant C.	1721 Ashland Ave., #206
8919	Roberson, Corey D.	2418 N. 36 th St.
9723	Schmidlkofer, Jeffrey L.	1950 N. 6 th St.
6444	Schmidtke, James B.	N6137 Center Ave., Sheboygan Falls
9741	Schulz, Ashley M.	1901 Cooper Ave.
9738	Smith, Casey Lee	2901 Henry St.
2492	Sommer, Sunshine M.	2125 N. 7 th St.
9726	Zastrow Jr., Michael L.	4227 Cty Rd. A

19

II

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

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9736	Johnson, Asabi C.	514 S. 14 th St.
9742	Moore, Andrew F.	721 Bluff Ave.
9744	Mullens, Andrea S.	1543 Martin Ave.
7390	Olivas, Salvador	1613 S. 13 th St.
3968	Ramey, Paulette J.	1009 Superior Ave.
9745	Rodriguez, Ashlee Ann Nicole	2250 Calumet Dr.
9733	Schuld, Johnathan P.	110 Amhearst Ave., Sheboygan Falls

VII

R. C. No. _____ - 12 - 13. By SALARIES AND GRIEVANCES. November 19, 2012.

Your Committee to whom was referred R. C. No. 255-12-13 by Strategic Fiscal Planning and Gen. Ord. No. 34-12-13 by Alderperson Carlson re-establishing the salary for the office of Mayor; recommends that the documents be placed on file.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IV

VII

7.9

R. C. No. 255 - 12 - 13. By STRATEGIC FISCAL PLANNING. November 5, 2012.

Your Committee to whom was referred Gen. Ord. No. 34-12-13 by Alderperson Carlson re-establishing the salary schedule for the office of Mayor; recommends that the document be referred to Salaries and Grievances.

*Carlson/ Hammond
As of Ord. to send
to Sal & Griev.*

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

10.1

IV

Handwritten scribbles

~~IX~~

6.3

Gen. Ord. No. 34- 12 - 13. By Alderperson Carlson. October 1, 2012.

AN ORDINANCE re-establishing the salary schedule for the office of Mayor.

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

Section 1. The following salary schedule is hereby established for the office of Mayor, effective the third Tuesday in April each year:

<u>Year</u>	<u>Annual Salary</u>
2013	\$25,000
2014	\$25,625
2015	\$26,266
2016	\$26,922

Section 2. The Mayor's position is not subject to Gen. Ord. No. 93-07-08, Sec. 2. relating to engaging in any outside business activities during normal City Hall office hours.

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 upon its passage and publication.

*Strategic
refer to Sub.*

[Signature]

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

2.2

2.2

2.2

2.2

VIII

R. C. No. _____ - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred Res. No. 89-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2012 Budget (establish revenue and appropriation for three vehicles for Shoreline Metro purchased with Federal Funding); 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

Other Matters

9.6

Res. No. 89 - 12 - 13. By Alderperson Hammond. October 15, 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 estimated revenue and appropriation for a three vehicles for Shoreline Metro purchased with Federal Funding:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Transit Fund Federal Grant 65193000-431401	Transit Fund Vehicles 65193000-641100	\$72,779

*Finance
approve*

DHJ

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____.

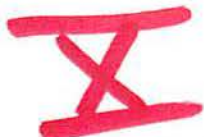
Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

1.0

III

1.0



Gen. Ord. No. _____ - 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.

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



4.1

R. O. No. 113 - 12 - 13. By CHIEF ADMINISTRATIVE OFFICER.
August 20, 2012.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2012, and outstanding debt as of December 31, 2012 is submitted for your review.

*Lies over
Nov 19th*

Chief Administrative Officer

五

CITY OF SHEBOYGAN

	Date of Issue	Date of Maturity	Outstanding Jan. 1, 2012	Issued 2012	Payments 2012	Outstanding Dec. 31, 2012
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GENERAL OBLIGATION BONDED DEBT

G.O. Refunding Bonds - 2006C	7/1/2006	10/1/2022	4,050,000		325,000	3,725,000
G.O. Refunding Bonds - 2006D	7/1/2006	10/1/2022	7,225,000		375,000	6,850,000
G.O. Refunding Bonds - 2006E	7/1/2006	11/1/2018	4,915,000		590,000	4,325,000
G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,700,000		100,000	7,600,000
G.O. Refunding Bonds - 2008	5/15/2008	4/1/2013	365,000		180,000	185,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	7,825,000		565,000	7,260,000
G.O. Refunding Bonds - 2010C	10/18/2010	10/1/2010	1,775,000		845,000	930,000
Total General Obligation Bonded Debt			\$ 33,855,000		\$ 2,980,000	\$ 30,875,000

GENERAL OBLIGATION LONG TERM NOTES

G.O.Prom Note 2002A	10/15/2002	10/1/2012	175,000		175,000	-
G.O.Prom Note 2002B	10/15/2002	10/1/2012	1,110,000		1,110,000	-
State Trust Fund Loan	7/3/2002	3/15/2012	35,831		35,831	-
State Trust Fund Loan	7/3/2002	3/15/2012	35,941		35,941	-
DNR Seawall Loan	12/23/2002	12/15/2023	881,421		80,129	801,292
G.O. Prom Notes - 2004A	3/15/2004	12/1/2013	475,000		225,000	250,000
G.O. Prom Notes - 2004B	3/15/2004	12/1/2013	300,000		150,000	150,000
DNR Land Recycling Loan	4/14/2004	5/1/2023	477,871		39,822	438,049
State Trust Fund Loan	11/21/2005	3/15/2015	247,038		58,155	188,883
State Trust Fund Loan	7/5/2006	3/15/2016	119,330		22,022	97,308
G.O. Promissory Notes - 2006A	4/5/2006	10/1/2015	1,900,000		400,000	1,500,000
G.O. Promissory Notes - 2006B	4/5/2006	10/1/2015	850,000		200,000	650,000
G.O. Promissory Notes - 2007A	4/15/2007	10/1/2016	1,350,000		200,000	1,150,000
G.O. Promissory Notes - 2008	5/15/2008	10/1/2017	2,275,000		250,000	2,025,000
State Trust Fund Loan	11/1/2009	3/15/2014	614,424		197,766	416,658
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	1,870,000		190,000	1,680,000
G.O. Promissory Notes - 2011A	9/29/2011	10/1/2016	670,000		130,000	540,000
G O Promissory Notes - 2012A				4,745,000	-	4,745,000
Total General Obligation Notes			\$ 13,386,856	\$ 4,745,000	\$ 3,499,666	\$ 14,632,190

MORTGAGE NOTES

SDC Mortgage Notes	1/16/1995	Unknown	225,000		-	225,000
TOTAL DEBT OUTSTANDING			\$ 47,466,856	\$ 4,745,000	\$ 6,479,666	\$ 45,732,190

2012 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Fund Balance Jan. 1, 2012	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2012
General Fund	\$ 13,171,525	\$ 20,196,707	\$ 15,384,886	\$ 34,661,593	\$ 14,091,525
Special Revenue	2,663,862	5,742,457	2,377,053	8,119,510	2,663,862
Debt Service	6,857,907	6,827,227	2,910,747	9,737,974	6,857,907
Capital Projects	4,267,678	2,011,519	-	2,011,519	4,267,678
Enterprise	9,127,143	12,698,432	511,559	13,209,991	9,127,143
Internal Service	8,694,941	12,866,094	-	12,866,094	8,694,941
Trust/Agency	<u>1,834,919</u>	<u>57,300</u>	<u>-</u>	<u>57,300</u>	<u>1,834,919</u>
Total	<u>\$ 46,617,975</u>	<u>\$ 60,399,736</u>	<u>\$ 21,184,245</u>	<u>\$ 80,663,981</u>	<u>\$ 47,537,975</u>

II

5.1

R. O. No. 177 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting the LTC (Lakeshore Technical College) Tax Levy report that supports the 2012-2013 budget for LTC District.

Lies over



City Clerk

10.

11

12

rec'd
11/1/12
JLB

TO: City, Town and Village Clerks of Lakeshore Vocational, Technical, and Adult Education District

FROM: Dr. Michael Lanser, President

DATE: October 25, 2012

SUBJECT: 2012 Tax Levy

Enclosed is your municipality's tax levy report that supports the 2012-13 budget for the Lakeshore Technical College District. Also enclosed is a copy of the district-wide apportionment of the tax levy based upon the 2012 fully certified values furnished by the Wisconsin Department of Revenue. The procedure involved herewith is described in Section 38.16(1) of the Wisconsin statutes.

The tax levy and mill rate for Lakeshore Technical College is as follows:

	2011		2012	
	<u>Levy Amount</u>	<u>Rate</u>	<u>Levy Amount</u>	<u>Rate</u>
Operations	\$17,711,000	1.26058	\$17,711,000	1.29197
Debt Service	<u>4,249,000</u>	<u>.30242</u>	<u>4,311,000</u>	<u>.31447</u>
TOTAL	\$21,960,000	1.56300	\$22,022,000	1.60644
Valuations	\$14,049,917,159		\$13,708,573,547	

The tax levy increased .28% for the total LTC district.

The overall decrease of 2.43% in equalized valuations resulted in a tax rate increase of \$.04344 per thousand dollars of value.

Due to the fluctuations in equalized values, each municipality will see a different change in their portion of LTC's levy. This is because each municipality's property value represents a different percentage of the total LTC property value in comparison to last year.

Michael A. Lanser, Ed.D., President

We wish to remind you that settlement for taxes collected on behalf of our district is required by Wisconsin statutes on or before the 15th of the month, following the month of collection, beginning in January and continuing in accordance with your municipality's payment plan. Your cooperation in remitting payments is greatly appreciated.

Any questions pertaining to the procedures for payment of property taxes should be directed to Debbie Keehan at 920-693-1742, or debbie.keehan@gotoltc.edu or Molly O'Connell at 920-693-1752, or molly.o'connell@gotoltc.edu.

PAYMENT INSTRUCTIONS

There are two options available for payment of taxes. Payment can either be made by check or by wire transfer.

1. Payment by check

Checks should be made payable to Lakeshore Technical College and mailed to:

Lakeshore Technical College
c/o PO Box 170770
Glendale, WI 53217-4913

2. Wire transfer

Please contact Molly O'Connell, Business Office Manager, at 693-1752 or molly.o'connell@gotoltc.edu, for wiring instructions.

Michael A. Lanser, Ed.D., President

LAKESHORE TECHNICAL COLLEGE DISTRICT

Tax Levy Report

To Susan Richards, Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin.

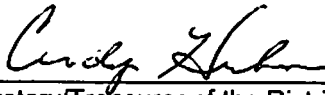
I, Cindy Huhn, Secretary/Treasurer of the Lakeshore Technical College District Board of the State of Wisconsin do hereby depose and say that the sum of \$ 22,022,000 was voted by the Board of the above named District at the District Board meeting held on the 17th day of October, 2012, the proportion of such sum that must be raised in that part of said District lying in your City is:

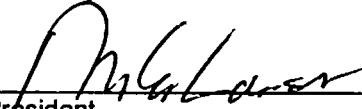
\$ 3,068,131.70 OPERATIONS

\$ 746,807.94 DEBT SERVICE


\$ 3,814,939.64 TOTAL DOLLARS, which you are hereby

respectfully requested to assess against the taxable property of such District lying in your City as required by Section 38.16(1), Wisconsin Statutes.


Secretary/Treasurer of the District Board


President

Subscribed and sworn to before me on this
25th day of October, 2012.


Notary Public, State of Wisconsin

My commission expires January 31, 2016.

Section 1, 38.16(1) Wisconsin Statutes. Annually by October 31 or within 10 days after receipt of the equalized valuations from the Department of Revenue, whichever is later, the district board may levy a tax, not exceeding 1.5 mills on the full value of the taxable property of the district, for the purpose of making capital improvements, acquiring equipment and operating and maintaining the schools of the district, except that the mill limitation is not applicable to taxes levied for the purpose of paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s. 67.035. The district board secretary shall file with the clerk of each city, village and town, any part of which is located in the district, a certified statement showing the amount of the tax levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village and town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village and town located in the district to the full value of all taxable property in the district, as certified to the district board secretary by the Department of Revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village and town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected such amounts shall be paid by the treasurer of each city, village and town to the district board treasurer.

II

5.2

R. O. No. 178 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting the Tax Levy Certification for the Wisconsin Department of Public Instruction for the Kohler School District for the 2012-2013 School Year.

Lis over

Lusaw Richards
City Clerk

2.2

III

4

Green Hydrogen



Wisconsin Department of Public Instruction
TAX LEVY CERTIFICATION
 ss. 24.71, 120.17 (8)
 PI-1508 (Rev. 09-05)

Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10**.
 (Ref Wisconsin Statute s.120.12(3))

2012-2013 School Year
 generated on 10/26/2012 11:21:33 AM

T 1. Municipal Clerk: SUSAN RICHARDS
O 828 CENTER AVE
 SHEBOYGAN WI 53081-4442

2. Municipality: City of Sheboygan
 3. County: Sheboygan County

<i>The levy is distributed using the same percentage as the equalized valuation.</i>	Portion of School District Lying Within Municipality	
	Entire School District	Column 2
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$527,061,977.00	\$100,446,592.00
5. Percent of Entire School District	100.000000 %	19.057833 %
6. Total Levy	\$5,615,834.00	\$1,070,256.27

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	F Name of School District	School District Clerk
	R Kohler (2842)	Diane Kelly Laura Kohler
	O Signature of School District Clerk	
	M Signature of Notary Public	
	Signed before me this date	My Commission Expires
	Oct 29, 2012	July 14, 2013

Wisconsin Statutory References:
 s.120.17(8)
 s.120.44
 s.121.06(2)

Mail tax settlement to: District Administrator
 Kohler School District
 333 Upper Rd
 Kohler WI 53044

II

Other Matters

10.2

R. O. No. 179 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting a communication from the Sheboygan Area School District submitting their Tax Levy for the 2012-2013 School Year.

Pass over

Susan Richards

City Clerk

10.5

IV

know the word



SHEBOYGAN AREA SCHOOL DISTRICT

Learning Today. Leading Tomorrow.

City of Sheboygan
Municipal Clerk- Susan Richards
828 Center Avenue
Sheboygan, WI 53081-4442

Gretchen Thomes
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3523
Fax: (920) 459-4300

NOV 5 '12 AM 10:03

NOV 5 '12 AM 10:03

Dear Ms. Richards,

The Board of Education approved the following Tax Levy for the 2012-2013 School Year:

School Levy	\$38,184,663.00
Recreation Levy	\$ 1,272,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

It is no longer necessary to send separate checks. The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 459-3955.

Sincerely,

Gretchen Thomes
Assistant Superintendent
Business and Operational Services

GRT:cjf
encs.



Wisconsin Department of Public Instruction
TAX LEVY CERTIFICATION
 ss. 24.71, 120.17 (8)
 PI-1508 (Rev. 09-05)

Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 6**.
 (Ref Wisconsin Statute s.120.12(3))

2012-2013 School Year

generated on 10/19/2012 2:03:46 PM

T 1. Municipal Clerk: SUSAN RICHARDS
O 828 CENTER AVE
 SHEBOYGAN WI 53081-4442

2. Municipality: City of Sheboygan
 3. County: Sheboygan County

<i>The levy is distributed using the same percentage as the equalized valuation.</i>	Entire School District	Portion of School District Lying Within Municipality
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$3,397,751,611.00	\$2,274,332,308.00
5. Percent of Entire School District	100.000000 %	66.936391 %
6. Total Levy	\$39,457,191.00	\$26,451,078.00

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	F Name of School District	School District Clerk
	R Sheboygan Area (5271)	John Hill
	O Signature of School District Clerk	<i>John Hill</i>
	M Signature of Notary Public	<i>Jennifer L. Haus</i>
	Signed before me this date	My Commission Expires
	<i>10/23/12</i>	<i>9/13/2015</i>

NOTARY SEAL

Wisconsin Statutory References:
 s.120.17(8)
 s.120.44
 s.121.06(2)

Mail tax settlement to: District Administrator
 Sheboygan Area School District
 830 Virginia Ave
 Sheboygan WI 53081-4427

STATE OF MISSOURI
GENERAL ASSEMBLY
JANUARY 1912



Sheboygan Area School District
Tax Levies FY 2012-2013
 generated on 10/19/2012 2:02:48 PM

Per Wisconsin Statute s.121.05, the district is required to maintain this signature page on file at the district. Do not send to the Department.

Sheboygan Area (5271)
 830 Virginia Ave
 Sheboygan WI 53081-4427
 Cesa #07
 Sheboygan-County (59)

Officially submitted by user ID 5271
 on Friday, October 19, 2012 at 2:02:08 PM

Last data amendment was made by user ID 5271
 on Friday, October 19, 2012 at 2:02:08 PM

PI-401

Account	Description	Revenue Limit Worksheet Line	Amount
10R-000000-211	General Fund Operating Levy	Line 18	32,839,763.00
38R-000000-211	Non-Referendum Debt Levy	Line 14B	1,453,960.00
41R-000000-211	Capital Expansion Fund Levy	Line 14C	1,000,000.00
Total Revenue Limit Levies:			35,293,723.00
10R-000000-212	Property Tax Chargebacks	Line 15C	0.00
39R-000000-211	Referendum Approved Debt Levy	Line 15A	2,890,940.00
Certified Tax Levies Before Recreation Levy:			38,184,663.00
80R-000000-211	Community Service Fund Operating Levy	Line 15B	1,272,528.00
Total Certified Tax Levies:			39,457,191.00

District Officials in Office on Date Submitted

We, the undersigned, do hereby certify that the above stated levies will be assessed against the taxable property of that portion of the school district lying within each municipality as required by s. 120.17(8) Wis. Stats. We further certify that the levies reported by fund are correct.

Administrator	
Administrator's Name Joseph Sheehan	Telephone 920-459-3511
Administrator's Signature 	Date Signed 10/23/12
Clerk	
Clerk's Name John Hill	Telephone
Clerk's Signature 	Date Signed 10/23/12
Person Completing this Report	
Contact's Name and Title Gretchen Thomes, Assistant Superintendent, Business & Operational	Telephone 920-459-3955
Contact's Signature 	Date Signed 10-23-12



Sheboygan Area School District
Tax Levies FY 2012-2013
 generated on 10/19/2012 2:02:48 PM

The information in the following table will be submitted to the Wisconsin Department of Revenue (DOR) by the Department of Public Instruction on your behalf.

PC-401

County	Co-Mun Code	Taxation District	Tax Apportionment Equalized Value	Percent of School District In Taxation District	Total Certified Tax Levies From PI-401	Amount of Tax Levy for Taxation District
Manitowoc	36 004	T. Centerville	27,768,888.00	0.817272455	38,184,663.00	312,073.00
Manitowoc	36 112	V. Cleveland	83,359,900.00	2.453384165	38,184,663.00	936,816.00
County Totals			111,128,788.00	3.270657		1,248,889.00
Sheboygan	59 281	C. Sheboygan	2,274,332,308.00	66.936391131	38,184,663.00	25,559,436.00
Sheboygan	59 014	T. Mosel	40,755,657.00	1.199489005	38,184,663.00	458,021.00
Sheboygan	59 024	T. Sheboygan	660,327,915.00	19.434260964	38,184,663.00	7,420,907.00
Sheboygan	59 030	T. Wilson	311,206,731.00	9.15919604	38,184,663.00	3,497,408.00
Sheboygan	59 141	V. Kohler	212.00	0.000006239	38,184,663.00	2.00
County Totals			3,286,622,823.00	96.729343		36,935,774.00
District Totals			3,397,751,611.00	100.000000	38,184,663.00	38,184,663.00

Co-Mun Code	Taxation District	Tax Apportionment Equalized Value	Percent of Recreation Levy	Certified Recreation Levy from PI-401	Recreation Levy Allocation	Final Amount of Tax Levy for Taxation District
59 281	C. Sheboygan	2,274,332,308.00	70.068562	1,272,528.00	891,642.00	26,451,078.00
59 024	T. Sheboygan	660,327,915.00	20.343653	1,272,528.00	258,879.00	7,679,786.00
59 030	T. Wilson	311,206,731.00	9.587785	1,272,528.00	122,007.00	3,619,415.00
Recreation Levy Totals:			100.000000	1,272,528.00	1,272,528.00	

Fall School District Certification of 2012 Values - Tax Apportionment
With Exempt Computers

<u>School/ CoMun Code</u>	<u>Dist #</u>	<u>Dist Type</u>	<u>School / Municipal Name</u>	<u>TID</u>	<u>TIDIN Equalized Value</u>	<u>TIDOUT Equalized Value</u>	<u>TIDOUT Exempt Computer Value</u>	<u>TIDOUT w/Exempt Computer Value</u>
595271	0353	Reg	Sheboygan Area					
36004	0933	T	Centerville		27,768,888	27,768,888	100	27,768,988
36112	0950	V	Cleveland	Y	90,347,200	83,359,900	190,300	83,550,200
59014	1603	T	Mosel		40,755,657	40,755,657	923,900	41,679,557
59024	1608	T	Sheboygan		660,327,915	660,327,915	1,970,100	662,298,015
59030	1611	T	Wilson		311,206,731	311,206,731	488,900	311,695,631
59141	1618	V	Kohler		212	212		212
59281	1623	C	Sheboygan	Y	2,375,969,208	2,274,332,308	16,479,500	2,290,811,808
Sheboygan Area Total 7 Taxation Districts					3,506,375,811	3,397,751,611	20,052,800	3,417,804,411

VI

6.2

Res. No. 95 - 12 - 13. By Alderperson Hammond. November 5, 2012.

A RESOLUTION approving the adjustment of the allowable city tax levy for 2012 payable in 2013.

WHEREAS, the City's allowable levy in 2011 payable in 2012 under Sec. 66.0602, Wis. Stats., was greater than the City's actual levy in 2011; and

WHEREAS, the statutes authorize the City to make an adjustment in the 2012 levy payable in 2013 for previous year's unused levy, up to a maximum increase of 0.5 percent of the actual levy in 2011, provided the common council approves of the adjustment by a three-quarters majority vote of the council; and

WHEREAS, the City's allowable levy increase for 2012 payable in 2013 amounts to \$105,921.

NOW, THEREFORE, BE IT RESOLVED: That the common council hereby approves the increase of the City's allowable levy for 2012 payable in 2013 in the amount of \$105,921.

Lies over



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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VI

6.3

Res. No. 96 - 12 - 13. By Alderperson Roeseler. November 5, 2012.

A RESOLUTION establishing the monthly premium equivalent rates for the Dental Insurance Plan effective for January 2013 coverage.

RESOLVED: That the monthly premium equivalent rates for the Dental Benefit Plan that will be charged to departments, employees and retirees shall be \$31.45 for a Single Plan and \$102.53 for a Family Plan effective for January 2013 coverage.

Lies over

Way 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

128

IV

VI

64

Res. No. 97 - 12 - 13. By Alderperson Roeseler. November 5, 2012.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2013.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Delta Dental to administer dental benefit plan services for the City 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.

Lies over

Cory 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

III

17

DELTA DENTAL OF WISCONSIN, INC.

THIRD-PARTY ADMINISTRATIVE AGREEMENT

FOR

CITY OF SHEBOYGAN

90811

If to Plan: City Of Sheboygan
James Amodeo
828 Center Ave
Sheboygan, WI 53081
Telephone: 920-459-3316
Fax: 920-459-0232

If to Company: Delta Dental of Wisconsin, Inc.
Attn: Contract & Compliance Coordinator
2801 Hoover Road
P.O. Box 828
Stevens Point, WI 54481
Telephone: 715-344-6087
Fax: 715-344-9058

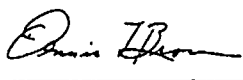
or to such other address or addresses as either party may from time to time designate to the other by written notice. Any such notice or communication is deemed given upon receipt.

- 13.10 **Entire Agreement.** This Agreement, together with all Schedules, constitutes the entire agreement of the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations between the parties, whether written or oral, with respect to the subject matter hereof.
- 13.11 **No Benefit to Third Parties.** This Agreement is only for the benefit of Delta Dental and the Plan and does not confer any right, benefit, or privilege upon any person or entity not a party to this Agreement.
- 13.12 **Invalidity.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Neither party shall be deemed to have been the drafter of this Agreement.

IN WITNESS WHEREOF, the Plan Sponsor and Delta Dental have executed this Agreement.

DELTA DENTAL OF WISCONSIN, INC.

November 15, 2010
Date

By: 
Name: Dennis L. Brown
Title: President

SCHEDULE A

SCHEDULE OF ADMINISTRATIVE FEES

IT IS HEREBY AGREED, that the Administrative Fees, payable on a monthly basis from City Of Sheboygan to Delta Dental of Wisconsin, shall be the following, and shall be valid as of January 1, 2011 and ending on December 31, 2011.

Monthly Administrative Fee Per Employee	\$3.75
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VI

5.13

R. C. No. 216-12-13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 49-12-13 by Alderpersons Hammond, Carlson and Donohue ordering the 2013 Budget appropriations for the City of Sheboygan Funds; recommends that the Resolution be passed.

*Has over to
Nov. 19th*

[Handwritten signature]

[Handwritten signature]

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

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VI

5.7

Res. No. 49 12-13. By Alderpersons Hammond, Carlson and Donohue.
August 6, 2012

A RESOLUTION ordering the 2013 Budget appropriations for the City of Sheboygan funds.

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

REVENUE	Enterprise Funds	Internal Service Funds	Trust & Agency Funds
Public Charges for Services	\$ 7,709,207	\$ 4,509,427	\$ 31,000
Interest on Investments	109,480	113,391	9,500
Interfund Transfers	20,218		
Intergovernmental Revenue		8,048,674	
Miscellaneous Revenue	135,336	400	16,800
Operating Subsidy	2,660,795		
Licenses & Permits	38,566		
Special Assessments	195,040		
Fund Equity Applied	1,467,499	277,630	
TOTAL REVENUE	\$ 12,336,141	\$ 12,949,522	\$ 57,300
EXPENDITURES			
General Government		\$ 10,897,490	
Public Works	\$ 6,311,733	1,833,030	
Culture/Recreation	6,684		\$ 46,800
Conservation/Development	11,379		
Parking/Transit Utility	4,051,823		
Interfund Transfer	225,000		4,000
Debt Retirement	841,254		
Depreciation	888,268	125,000	
Equity Increase		94,002	6,500
TOTAL EXPENDITURES	\$ 12,336,141	\$ 12,949,522	\$ 57,300

*Lies over
to Nov 19th
Finance
approve*

BE IT FURTHER RESOLVED: That the appropriations shall be outlined in the following individual funds:

ENTERPRISE FUNDS

601	Wastewater System Fund	\$	8,125,877
611	Boat Facilities Fund	\$	107,378
650	Parking Utility Fund	\$	519,314
651	Transit Utility Fund	\$	3,583,572

INTERNAL SERVICE FUNDS

701	Motor Vehicle Fund	\$	1,958,030
704	Insurance-Health Fund	\$	9,112,868
705	Insurance-Liability Fund	\$	577,200
706	Insurance-Worker's Compensation Fund	\$	464,924
707	Information Systems Fund	\$	836,500

TRUST & AGENCY FUNDS

805	Cemetery Perpetual Care Fund	\$	10,500
806	E H May Environmental Park Fund	\$	34,000
850	Library - Everhard/Forrer Trust Fund	\$	12,800

DHJ

Ronald J. Cole

Mylynnie Powell

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____. *Terry Van Alben*, Mayor

VII

Other Matters

9.1

R. C. No. _____ - 12 - 13. By CITY/COUNTY SHARED SERVICES. November 19, 2012.

Your Committee who met and discussed a Combined Dispatch Proposal dated October 25, 2012 and approved the Combined Dispatch Proposal be forwarded to both governing bodies (City and County) for consideration.

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

114

CITY/COUNTY SHARED SERVICES COMMITTEE MINUTES

Administration Building
508 New York Avenue
Sheboygan WI

Monday, October 29, 2012

Called to Order: 6:01 P.M.

Adjourned: 6:32 P.M.

MEMBERS PRESENT: Roger Te Stroete, Terry Van Akkeren, Peggy Feider, Mike Vandersteen, Tom Epping, Don Hammond, Terry Katsma

MEMBERS ABSENT: Gary Maples, Cory Roeseler, David Van Akkeren

ALSO PRESENT: Adam Payne, Gail Ulezelski, Todd Priebe, William Bruckbauer, Jim Risseeuw, Terry Hanson, Tom Wegner, Vernon Koch, Jeff Hermann, Chris Domagalski, Dave Augustin, Jim Amodio, Dan Benson, Jon DeMaster, Dolcye Johnson

Chairperson Feider called the meeting to order. Gail Ulezelski verified that the meeting notice was posted on October 26, 2012 at 12:00 P.M. in compliance with the open meeting law.

There was no public input or comments on agenda/non-agenda items.

Chairperson Feider thanked members of the Combined Dispatch Ad Hoc Committee for the time and effort put forth in the development of a palatable draft proposal.

Terry Hanson, Finance and IT Director for Sheboygan County reviewed the Combined Dispatch Proposal dated October 25, 2012. Highlights: Sheboygan County runs the combined dispatch operations at the County's Law Enforcement Center, the City of Sheboygan provides a one-time \$2.5 million payment to cover remodeling costs and associated equipment for the combined dispatch center, and Sheboygan County funds the operation of the combined dispatch center going forward.

Under the proposal, City of Sheboygan taxpayers save \$287,174 per year while funding the 10 years of debt service (or a net savings of \$2,871,740). Thereafter, estimated savings would be \$613,174 annually. Tax impact for both City and County taxpayers owning a home with an equalized value of \$150,000 would be \$37.62 per year (or \$3.13 per month) for dispatch services.

Mr. Hanson reviewed the timeline for the project. It is anticipated the new combined dispatch center will open in 2015.

Supervisor Vandersteen questioned if the proposal included sprinklers or if this project qualifies for an exemption per State Code. Inspector Bill Bruckbauer confirmed the intent is to pursue the exemption.

County Administrator Adam Payne echoed accolades for the Ad Hoc Committee. He stated emergency response such as from the Fire Department isn't nearly as helpful if not timely. Because of the hard work and compromise among the Ad Hoc Committee, this is the first time we've been in a position to move forward and see combined dispatch become a reality.

Alderperson Don Hammond moved/seconded by Supervisor Vandersteen to approve the Combined Dispatch Proposal dated October 25, 2012 and forward to both governing bodies (the

Committee of the Whole for the City of Sheboygan and the Law Committee of the County Board) for consideration. Discussion ensued.

Terry Van Akkeren, Mayor for City of Sheboygan, thanked the Ad Hoc Committee for bringing the project home, following through during difficult negotiations even though it would have been easier not to.

Supervisor Vandersteen stated he knew when the Common Council and County Board adopted resolutions in 2012 once again endorsing the concept of establishing combined dispatch, that things were pointed in the right direction. But it was the foresight of the Ad Hoc Committee that brought it all together.

Terry Katsma asked for summarization of changes from the initial \$3 million proposal to the current \$2.5 million proposal. Mr. Payne and Mr. Hanson indicated that operating the dispatch center out of the LEC was preferable because it is a hardened structure. In addition, if the Sheriff's Department is going to be responsible for operating combined dispatch, they wanted it located in their own house.

County Board Chairman Roger TeStroete noted he was against the original proposal as it relates to his constituents, but as County Board Chairperson, he understands the County Board as a whole supports combined dispatch, so he negotiated and attempted to keep in mind the best interest of all County taxpayers.

Supervisor Epping acknowledged the good work of the Ad Hoc Committee, but shared that he still has reservations about the proposal.

Supervisor Vandersteen indicated the Sheriff, Police Chief and Fire Chiefs Association want to see combined dispatch to better address handling multiple emergencies.

Aldersperson Hammond noted with the current proposal there are four supervisors and one manager and that cell phone 911 calls are handled directly versus being transferred between entities as is currently done.

Dolcye Johnson asked for clarification on whether the \$8 million radio upgrade costs are included as part of this proposal and what percentage of that cost the City is expected to pay. Mr. Payne stated the radio upgrade is not part of this proposal.

Sheriff Todd Priebe stated communication is the key. Combined dispatch will allow a better and more effective working relationship with law enforcement, fire and emergency rescue. It makes no sense if both government entities move forward upgrading systems on an individual basis, in essence duplicating services.

With no further comments, the motion passed 5-2 (TeStroete and Epping voting against).

The next meeting will be November 14, 2012 at 5:00 P.M. in Room 302 of the Administration Building.

Moved by Aldersperson Hammond/seconded by Supervisor Vandersteen to adjourn; motion carried.

Respectfully submitted,

Gail Ulezelski
Recording Secretary

COMMON COUNCIL

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

SIXTEENTH REGULAR MEETING

The Council met: Monday, November 19, 2012.

Mayor Terry Van Akkeren in the Chair:

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

Belanger, Bohren, Carson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Wangemann • 11.

Absent and Excused: Dekker, Donohue, Heidemann, Versey • 4.

Unexcused: Matichuk • 1.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Fifteenth Regular Meeting held November 5, 2012, was approved as entered on the record, all Alderpersons present voting "Aye".

RESIGNATIONS

November 6, 2012

Hello Mary,

It was really privilege for me to be in your last meeting. Unfortunately, my wife Lori wasn't able to have a "feel" of MIC since she was for a while outside the room.

This time of the year is very hard for us because it painfully brings to memory our dear and beloved daughter who when to be with Jesus last year. For this reason, I cannot commit myself to MIC and I apologize for being so hasty in becoming a member of it.

Your are all wonderful people and I thank you for work.

Best regards

Pastor Mario Ciotola

On motion by Alderperson Hammond and second by Alderperson Carlson, the resignation was accepted and placed on file, all Alderpersons present voting "Aye".

PUBLIC FORUM

Milt Storm, 1736 Marvin Ct. and Mike Brunette, 1925 S. 26th St. spoke.

MAYOR'S ANNOUNCEMENTS

COMMUNICATIONS AND PETITIONS

Com. No. 12 - 12 - 13. November 19, 2012.

Submitting a communication from Alderperson Donohue presenting a proposal for Job Responsibilities for the Mayor of Sheboygan.

Was referred to the Committee of the Whole.

REPORTS OF OFFICERS

***R. O. No. 193 - 12 - 13. By BOARD OF ELECTRICAL & HEATING EXAMINERS. November 19, 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>
1351	Tony Tiedemann W125 S8508 Country View Ct. Muskego, WI 53150	Electrical Contractor
1361	Mark Wright 620 Buchanan St Little Chute, WI 54140	Electrical Contractor
1457	Derek Gerner 401 Vine St. Fond Du Lac, WI 54935	Electrical Contractor

***R. O. No. 194 - 12 -13. By BOARD OF WATER COMMISSIONERS. November 19, 2012.**

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2012.

November 19, 2012

The water pumpage was down 1.10% from the same period in 2011. 1,318,775,000 gallons were pumped in the third quarter, compared to 1,333,406,000 in 2011.

Year to date Operating Revenue at the end of the 3rd quarter increased by \$429,701 compared to year to date 2011. The net income for the Utility, as of the end of September 30, 2012 is \$1,600,607. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2012:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	88.3
Number of feet of 6 inch water main installed	44.2
Number of feet of 8 inch water main installed	16.5
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	2,082.1
Number of feet of 16 inch water main installed	262.5
Number of feet of 20 inch water main installed	2.5
Number of feet of 24 inch water main installed	1,875.6
Number of feet of water main abandoned or removed.....	2,337
Number of water main breaks repaired	2
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	15
Number of water main valves installed, repaired, removed, or replaced	35
Number of water service connections installed	2

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility hired a contractor to install 12" water main on Crocker Avenue as part of a City street project. The Utility crew installed 24" transmission water main on Broadway Avenue to improve water delivery to the Georgia Avenue water tank. In addition, staff completed the 2013 Utility budget, including the wash tank replacement project estimated at \$1.3M.

R. O. No. 195 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a communication from Sheboygan County submitting the apportionment sheets for levying and apportioning the tax for Sheboygan County.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Officer was accepted and placed on file, all Alderpersons present voting "Aye".

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.

Lies over under the rules until December 17th.

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.

Was referred to the Committee on Finance.

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

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

Was referred to the Committee on Finance.

R. O. No. 199 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a communication from American Family Insurance regarding their insured Cheryl Escher and alleged damages done to her parked vehicle when it was struck by a City vehicle.

Was referred to the Committee on Finance.

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

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

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. Was referred to the Committee on Finance.

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

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

Was referred to the Committee on Finance.

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

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014. Was referred to the Committee on Law and Licensing.

R. O. No. 204 - 12 - 13. By BOARD OF WATER COMMISSIONERS. November 9, 2012.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners request minor changes to Ordinance Sec. 122-16 in accord with NR 810.15, requiring the municipal water supplier to develop and implement a cross connection control program.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 205 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Timothy Johnnies filing an appeal to the Sex Offender Residency Restrictions in order to be placed at a Transitional Living Placement (TLP) residence located at 1123/1125 N. 14th St. or 930A Michigan Ave. based on availability.

Was referred to the Committee on Public Protection and Safety.

RESOLUTIONS INTRODUCED

Res. No. 101 - 12 - 13. By Alderperson Hammond, Carlson and Roeseler. November 19, 2012.

A RESOLUTION authorizing entering into contract with Tyler Technologies for implementation of the Human Resource module of Munis software. Lies over under the rules.

Res. No. 102 - 12 - 13. By Alderperson Roeseler. November 19, 2012.

A RESOLUTION authorizing the City to enter into contract a new provider of Stop Loss Insurance Coverage effective January 1, 2013, Symetri. Coverage in 2013 will be \$145,000 per unit. Was referred to the Committee on Finance.

REPORTS OF COMMITTEES

***R. C. No. 261 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred R. O. No. 128-12-13 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke et al.; recommends that the document be placed on file.

***R. C. No. 262 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred R. O. No. 149-12-13 by the City Clerk submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs. Angela Puddy et al.; recommends that the document be placed on file.

***R. C. No. 263 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred R. O. No. 150-12-13 by the City Clerk submitting a claim from Kenneth L. Schilling for alleged damages done to the water service line where work was done on the 1000 block of Ontario Ave.; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 264 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred R. C. No. 246-12-13 by the Committee of the Whole and R. O. No. 161-12-13 by the City Clerk submitting a communication from the Sustainable Sheboygan Task Force requesting that the Common Council call a Committee of the Whole meeting to received a presentation from Arch Electric on a proposed solar energy project for city buildings; recommends that the document be referred to Finance with a recommendation to approve \$5,000 to proceed with survey by Arch Electric. The Finance Committee recommends that the documents be placed on file.

***R. C. No. 265 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred R. O. No. 166-12-13 by the City Clerk submitting a claim from Patrick and Derek Boos for alleged damages when there was a repossession of a stolen motorcycle that he legally purchased through another party that purchased it legally from the Police Auction; recommends that the claim be paid in the amount of \$1,800.

***R. C. No. 266 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred R. O. No. 167-12-13 by the City Clerk submitting the Harbor Centre Business Improvement District Plan (BID) dated 10/10/2012; recommends that the document be accepted and placed on file.

***R. C. No. 267 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred R. O. No. 182-12-13 by the City Clerk submitting a claim from Mark Rieger for alleged damages to his home when a tree fell on his house during an overnight wind storm; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 268 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. November 19, 2012.**

Your Committee to whom was referred R. O. No. 185-12-13 by the City Clerk submitting a communication from Officer Wendlandt of the Sheboygan Police Department requesting to implement the resurrection of "Drug Penalty Enhancement Zone, Punishable by 5 Extra Years Wisconsin State Statute 961.49" signs within a one thousand foot radius of the new Sheboygan Area School District Leadership Academy, 1305 St. Clair Ave.; recommends that the document be placed on file and to express support to erect the signs.

R. C. No. 269 - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License No. 4074 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 Kath, the Report of Committee was filed and the a motion by Alderperson VanderWeele and second by Alderperson Kath to grant the license was passed on call of the roll::

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

***R. C. No. 270 - 12 - 13. By LAW AND LICENSING. November 19, 2012.**

Your Committee to whom was referred, pursuant to R. O. No. 171-12-13 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>
9755	Bell, Sarah A.
9762	Schuchardt, Rebecca M.
9763	Wenzel, John E.

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. 271 - 12 - 13. By LAW AND LICENSING. November 19, 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: CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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2940 Kulwinder Food Mart I 905 Indiana Ave.
BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
9737	Ames, Samuel D.
9783	Bakewell, Brianna L.
9775	Burkart, Megan N.
9770	Calina, Flavia G.
9771	Calina, Ricardo D.
9773	Ditter, Tasha M.
4898	Evans, Michael J.
9787	Freyberg, Matt R.
9767	Gahagan, Rachel M.
9769	Gerth, Katie L.
9782	Gorell, Caylon E.
9772	Griego, Lori L.
9778	Heinrich, Jennifer L.
9788	Koehl, Heather J.
9784	Mueller, Alexandra P.
9768	Stubbs-Wirtz, Samantha

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>
9790	Butts, Constance B.
9777	Cronen, Robert J.

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

R. C. No. 272 - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License No. 9733 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 Kath, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

R. C. No. 273 - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License No. 7390 be denied based upon 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 Kath, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

R. C. No. 274 - 12 - 13. By LAW AND LICENSING. November 19, 2012.

Your Committee to whom was referred, pursuant to R. O. No. 151-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License No. 9744 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 Kath, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

R. C. No. 275 - 12 - 13. By SALARIES AND GRIEVANCES. November 19, 2012.

Your Committee to whom was referred R. C. No. 255-12-13 by Strategic Fiscal Planning and Gen. Ord. No. 34-12-13 by Alderperson Carlson re-establishing the salary for the office of Mayor; recommends that the documents be placed on file.

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

Ayes: Belanger, Kath, Lewandoske, Roeseler, Van Akkeren, Wangemann • 6.

Nays: Bohren, Carlson, Hammond, Lessard, VanderWeele • 5.

R. C. No. 276 - 12 - 13. By CITY/COUNTY SHARED SERVICES. November 19, 2012.

Your Committee who met and discussed a Combined Dispatch Proposal dated October 25, 2012 and approved the Combined Dispatch Proposal be forwarded to both governing bodies (City and County) for consideration.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Committee was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, VanderWeele • 9.

Nays: Wangemann-1.

Abstain: Van Akkeren • 1.

***R. C. No. 277 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred the following:

1. R. O. No. 168-12-13 by the Purchasing Agent submitting a recommendation for award of Bid for the purchase of three vehicles for the Transit Department with funding at 100% utilizing residual funds from the grant awarded to the Transit Department through the American Recovery and Reinvestment Act (ARRA) and following completion of the purchased of three new buses; and
2. Res. No. 88-12-13 by Alderperson Hammond authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Pickup Truck with lift gate and diesel engine, one(1) Extended Length Mini-van and one (1) all-wheel-drive Sport Utility Vehicle for the Transit Department.

R. C. No. 278 - 12 - 13. By FINANCE. November 19, 2012.

Your Committee to whom was referred Res. No. 89-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2012 Budget (establish revenue and appropriation for three vehicles for Shoreline Metro purchased with Federal Funding); recommends that the Resolution be passed.

Was accepted and adopted.

***R. C. No. 279 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred the following:

1. R. O. No. 181-12-13 by the Purchasing Agent submitting an evaluation of Request for Bids for the installation of a fiber optic cable network between City Hall, Transit, Municipal Service Building and the Sheboygan Police Department; and
2. Res. No. 98-12-13 by Alderperson Hammond authorizing the appropriate City Officials to enter into a contract for the provision and installation of a new fiber optic network to serve several City-owned buildings;

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

***R. C. No. 280 - 12 - 13. By FINANCE. November 19, 2012.**

Your Committee to whom was referred Res. No. 99-12-13 by Alderperson Hammond accepting an offer to purchase property in the Sheboygan Business Center; recommends that the Resolution be passed.

***R. C. No. 281 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. November 19, 2012.**

Your Committee to whom was referred Res. No. 100-12-13 by Alderpersons Heidemann and Wangemann authorizing the appropriate city officials to submit a state matching grant application for urban wildlife damage abatement and control, agreeing to the subsequent appropriation of matching City funds and authorizing further actions to administer the grant; recommends that the Resolution be passed.

RESOLUTIONS ON SECOND READING

***Res. No. 88 - 12 - 13. By Alderperson Hammond. October 12, 2012.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Pickup Truck with lift gate and diesel engine, one(1) Extended Length Mini-van and one (1) all-wheel-drive Sport Utility Vehicle for the Transit Department.

WHEREAS: The Sheboygan Transit Department was the recipient of a grant from the Federal Government under the American Recovery and Reinvestment Act (ARRA). The majority of the funding was used for the purpose of procuring (3) new Full-size Buses and;

WHEREAS: By taking advantage of economies of scale the Transit Department was able to purchase the buses at a slightly lower cost than originally anticipated, leaving a residual amount of slightly more than \$74,000.00 that must be allocated by the end of 2012 and;

WHEREAS: The Transit Director working with the Federal Government and the City of Sheboygan Transit Commission have identified a need for three vehicles to supplement the current operations and that the purchase of these vehicles with the stimulus funding is both acceptable and appropriate and;

WHEREAS: The Purchasing Agent solicited bids for all three vehicles and has determined that the low bid in all three instances meets or exceeds the City's requirements:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of vehicles as specified on the attached Report of Officers in the amount of \$ 72,778.50 including license and title fees;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from an Account as established and identified by the City Treasurer in payment thereof.

Res. No. 89 - 12 - 13. By Alderperson Hammond. October 15, 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 estimated revenue and appropriation for a three vehicles for Shoreline Metro purchased with Federal Funding:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Transit Fund	Transit Fund	
Federal Grant	Vehicles	
65193000-431401	65193000-641100	\$72,779

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

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

***Res. No. 98 – 12 - 13. By Alderperson Hammond. November 5, 2012.**

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the provision and installation of a new fiber optic network to serve several City owned buildings.

WHEREAS: The current wireless mesh network that the City relies upon for the efficient transportation of Computer data between City Hall and several other structures is no longer adequate to support the amount of data being exchanged and;

WHEREAS: Several current initiatives, if implemented, will require faster speeds and larger amounts of data that far exceed the limitations and capabilities of the current network and adequate funding for this project was included in the 2012 Capital Improvements Plan and;

WHEREAS: The Purchasing Agent issued Request for Bids # 1884-12 and the bids have come in well below the budgeted cost, excluding options.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the provision of an underground fiber optic network between City Hall, Transit, Municipal Service Building and the Sheboygan Police Department with H&H Utility Construction of Sheboygan Falls, for installation prior to the end of 2012.

BE IT FURTHER RESOLVED: That the City Treasurer is authorized to use funding included in the City of Sheboygan Capital Improvement budget in the amount of \$ 190,315.00 in payment of same.

***Res. No. 99 - 12 - 13. By Alderperson Hammond. November 5, 2012.**

A RESOLUTION accepting an offer to purchase property in the Sheboygan Business Center.

RESOLVED: That the appropriate City officials are hereby authorized to accept the Vacant Land Offer to Purchase of Jerome and Cynthia Ziegelbauer for 0.634 acres of land in the Sheboygan Business Center, for proposed and future warehouse additions for Precision Roofing Services, Inc., a copy of which is attached hereto.

***Res. No. 100 - 12 - 13. By Alderpersons Heidemann and Wangemann. November 5, 2012.**

A RESOLUTION authorizing the appropriate city officials to submit a state matching grant application for urban wildlife damage abatement and control, agreeing to the subsequent appropriation of matching City funds and authorizing further actions to administer the grant.

WHEREAS, the Wisconsin Department of Natural Resources (DNR) administers a program to award matching grants, not to exceed \$5,000, to urban communities for up to 50% of the costs for projects to plan wildlife abatement measures or to engage in wildlife control efforts, or both; and

WHEREAS, the City of Sheboygan Common Council desires to control the urban wildlife population of white-tailed deer to abate wildlife damage and apply for state aids to develop an urban wildlife population control plan including an aerial survey to monitor and establish deer population estimates and remove deer using sharpshooters and/or live trapping; and

WHEREAS, the Common Council will comply with all financial recordkeeping and disclosure requirements and other requirements of s. 29.887 Stats., and s. NR 50.23 Wis. Adm. Code, pertaining to urban wildlife damage abatement and control, if state aid is obtained for urban wildlife damage abatement and control.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to submit a state matching grant application to the Wisconsin Department of Natural Resources (DNR) for the urban wildlife damage abatement and control project identified above.

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

BE IT FURTHER RESOLVED: That the City of Sheboygan hereby authorizes the Chief of Police to act on behalf of the City in carrying out the grant activities as follows:

- develop an urban wildlife population control plan for presentation to and approval by the Common Council;
- expend the funds appropriated and the funds received from the state through the grant for development and implementation of the approved urban wildlife population control plan;
- maintain appropriate records to document expenses and submit a final report to the DNR and the common council;
- allow DNR employees access to inspect all operations proposed in the approved plan;
- complete all requirements of the grant within the time periods specified in the grant.

ORDINANCE INTRODUCED

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.

Was referred to the Committee on Public Protection and Safety.

MATTERS LAID OVER

R. O. No. 113 - 12 – 13. By CHIEF ADMINISTRATIVE OFFICER. August 20, 2012.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2012, and outstanding debt as of December 31, 2012 is submitted for your review.

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, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

R. O. No. 177 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting the LTC (Lakeshore Technical College) Tax Levy report that supports the 2012-2013 budget for LTC District.

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, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

R. O. No. 178 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting the Tax Levy Certification for the Wisconsin Department of Public Instruction for the Kohler School District for the 2012-2013 School Year.

November 19, 2012

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, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

R. O. No. 179 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting a communication from the Sheboygan Area School District submitting their Tax Levy for the 2012-2013 School Year.

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, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

Res. No. 95 - 12 - 13. By Alderperson Hammond. November 5, 2012.

A RESOLUTION approving the adjustment of the allowable city tax levy for 2012 payable in 2013.

WHEREAS, the City's allowable levy in 2011 payable in 2012 under Sec. 66.0602, Wis. Stats., was greater than the City's actual levy in 2011; and

WHEREAS, the statutes authorize the City to make an adjustment in the 2012 levy payable in 2013 for previous year's unused levy, up to a maximum increase of 0.5 percent of the actual levy in 2011, provided the common council approves of the adjustment by a three-quarters majority vote of the council; and

WHEREAS, the City's allowable levy increase for 2012 payable in 2013 amounts to \$105,921.

NOW, THEREFORE, BE IT RESOLVED: That the common council hereby approves the increase of the City's allowable levy for 2012 payable in 2013 in the amount of \$105,921.

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

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

Res. No. 96 - 12 - 13. By Alderperson Roeseler. November 5, 2012.

A RESOLUTION establishing the monthly premium equivalent rates for the Dental Insurance Plan effective for January 2013 coverage.

RESOLVED: That the monthly premium equivalent rates for the Dental Benefit Plan that will be charged to departments, employees and retirees shall be \$31.45 for a Single Plan and \$102.53 for a Family Plan effective for January 2013 coverage.

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

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

Res. No. 97 - 12 - 13. By Alderperson Roeseler. November 5, 2012.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2013.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Delta Dental to administer dental benefit plan services for the City 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.

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

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

R. C. No. 216 - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 49-12-13 by Alderpersons Hammond, Carlson and Donohue ordering the 2013 Budget appropriations for the City of Sheboygan Funds; recommends that the Resolution be passed.

Res. No. 49 – 12 - 13. By Alderpersons Hammond, Carlson and Donohue. August 6, 2012.

A RESOLUTION ordering the 2013 Budget appropriations for the City of Sheboygan funds.

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

A HARD COPY OF THE 2013 BUDGET IS AVAILABLE IN THE CITY CLERKS OFFICE.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Report of Committee was accepted and adopted and the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Kath Lessard, Lewandoske, Roeseler, VanderWeele, Wangemann • 10.

Nays: Van Akkeren • 1.

R. C. No. 217 - 12 - 13. By FINANCE. October 1, 2012.

Your Committee to whom was referred Res. No. 50-12-13 by Alderpersons Hammond, Carlson and Donohue ordering the 2013 Budget appropriations and the 2012 Tax Levy for use during the calendar year 2013; recommends that the attached Substitute Resolution be passed.

A motion by Alderperson Hammond and second by Alderperson Carlson was made to accepted and adopted the Report of Committee and to pass the Substitute Resolution was lost on call of the roll:

Ayes: Belanger, Carlson, Hammond, Kath, Lessard, Roeseler, VanderWeele • 7.

Nays: Bohren, Lewandoske, Van Akkeren, Wangemann • 4.

A motion by Alderperson Hammond and second by Alderperson Carlson was made to reconsider the previous vote, passed on call of the roll:

Ayes: Belanger, Carlson, Hammond, Lessard, Lewandoske, Roeseler, Van Akkeren • 7.

Nays: Bohren, Kath, VanderWeele, Wangemann • 4.

On motion by Hammond and second by Alderperson Carlson, the foregoing documents were lost on call of the roll:

Ayes: Belanger, Carlson, Hammond, Kath, Lessard, Roeseler, Van Akkeren, VanderWeele – 8.

Nays: Bohren, Lewandoske, Wangemann – 3.

A MOTION by Alderperson Hammond and second by Alderperson Carlson was made to convene into 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 was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Wangemann • 11.

Nays: None.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, all Alderpersons present voting "Aye".

Mayor

City Clerk