

*****ATTACHMENTS*****

Publish - Saturday, March 31, 2012

OFFICIAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Water Commissioners of the City of Sheboygan filed with me a report of special assessments for water lateral replacements in the following street:

N. 13th St. from Michigan Ave. to south of Huron Ave. to north of Huron Ave. to Superior Ave.

PUBLIC NOTICE is hereby given, that special assessments have been made according to law, and the same will be open for review and correction by the said Board of Water Commissioners at their office of the Water Utility, N. 1st St. and Park Ave., from April 3, 2012 through April 16, 2012, between the hours of 8:00 A.M. and 4:00 P.M. on each day except Saturdays, Sundays, and Holidays.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on the 16th day of April, 2012, at 7:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvement, if any, shall be paid by the City.

SUSAN RICHARDS
City Clerk



FAX TRANSMITTAL TO: 920-459-2917 No. of pages (incl. this letter): 1

March 28, 2012

Mrs. Susan Richards
City Clerk
City of Sheboygan
Sheboygan, WI 53081

MAR 28 '12 5:04

Dear Mrs. Richards:

The Sheboygan Water Utility hereby requests that you cause notice to be published no later than Thursday April 5, 2012, schedule public hearing(s), and introduce final resolution(s) requesting confirmation of **WATER LATERAL** replacement special assessments, in conjunction with the Common Council's April 16, 2012 meeting, *for the following water lateral replacement project(s):*

<u>Location</u>	<u>Prel. Res. #</u>
N. 13 th St., from Michigan to S of Huron & N of Huron to Superior	163-11-12

Open review period: **April 3, 2012 through April 16, 2012**, 7:30 AM to 4:00 PM daily, excluding Saturdays, Sundays & holidays, at the Water Utility office, 72 Park Ave. Contact phone numbers: 459-3839 or 459-3806.

Sue, if you have any questions or concerns, please inform us as soon as possible, so that we can coordinate the processing of notices to property owners for the above listed project(s). Nancy is being given the info simultaneously, and she anticipates running the notices within a few days.

Sincerely,

SHEBOYGAN WATER UTILITY

Michael S. Short
Utility Engineer

BOARD OF WATER
COMMISSIONERS

72 PARK AVENUE
SHEBOYGAN, WI
53081

920/459-3800
FAX 920/459-4326

APR 9 '12 PM 1:04



April 9, 2012

WOLF-OLSON POST NO. 1230

VETERANS OF FOREIGN WARS OF THE UNITED STATES

1138 Union Avenue
SHEBOYGAN, WISCONSIN
53081

City of Sheboygan
Common Council

The VFW Wolf Olson Post 1230 and Auxiliary and the VFW Sheboygan Memorial Post 9156 and Auxiliary asking for permission to hold our "Annual Buddy Poppy Drive" on various corners and business places throughout the City of Sheboygan on Friday May 18th from 9:00 am to 6:00 pm and Saturday, May 19th from 9:00 am to 1:00 pm.


Jerome Wenninger, PSC
VFW Post 1230 Commander

VFWJerry@charter.net

1 MEETING
APR 14

Gen. Ord. No. 82 - 11 - 12. By Alderperson Dekker. March 19, 2012.

AN ORDINANCE vacating the unimproved land north of 1913 Elm Ave.

WHEREAS, application by petition for the unimproved land north of 1913 Elm Ave. has been properly filed with the City Clerk, and

WHEREAS, said petition was signed by all of the owners of the lots and lands abutting that portion of the unimproved land north of 1913 Elm Ave. sought to be vacated and more than one-third of the owners on that portion of the remainder thereof which lies within 2,650' of the ends of the portion to be discontinued, and

WHEREAS, notice of pendency of said application has been duly filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, according to law.

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

Section 1. The unimproved land north of 1913 Elm Ave. is hereby VACATED AND DISCONTINUED. Any easement and rights incidental thereto acquired by or belonging to any County, School District, Town, Village or City or to any utility or person and relating to any underground or over ground structures, improvements or services and all rights of entrance, maintenance, construction and repair of the structures, improvements or services shall continue.

City Plan



20

119

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



8 0 5 8 6 6 4
Tx:4030128

NOTICE OF PENDENCY OF AN APPLICATION
TO VACATE Unimproved land
PURSUANT TO WISCONSIN STATUTE 66.296

1940365
SHEBOYGAN COUNTY, WI
RECORDED ON
03/02/2012 3:03 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 2

MAR 16 '12 PM 10:10

In the Matter of Application to the Common Council of the City of Sheboygan for the vacation of Elm Ave located in the City of Sheboygan, State of Wisconsin.

NOTICE IS HEREBY GIVEN, that an application has been made to the Common Council of the City of Sheboygan pursuant to Wisconsin Statute 66.296 for the vacation of Elm Ave located in the City of Sheboygan, county of Sheboygan, and which is more specifically situated and located as follows:

Return to Traci Robinson
1913 Elm Ave
Sheboygan, WI

The party/parties who made the above applicatio

SIGNATURE Traci Robinson

TRANSACTION# 4030128
03/02/2012 3:03 PM
Cashier ID: 9

PRINTED PICTURED

This notice is filed pursuant to Wisconsin Sta

Subscribed and sworn to before me this
2nd day of March, 2012.

TRANSACTION# 4030920
03/16/2012 1:51 PM
Cashier ID: 9

Nila Born
Notary Public Nila Born

COUNTER CUSTOMER
Escrow Bal: 0.00

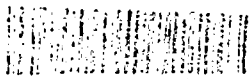
My Commission Expires 2-15-2015

Document # 1941109
NOTICE

CITY CLERK'S OFFICE, 828 CENTER AVE.

RECORDING FEE: 30.00
Totals: 30.00
CHECK: 30.00 4108

ELLEN SCHLEICHER
SHEBOYGAN COUNTY
REGISTER OF DEEDS
THANK YOU



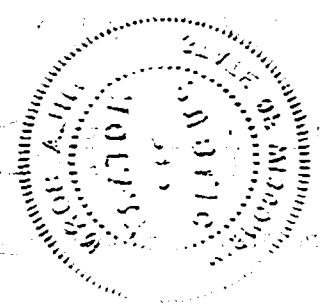
SECRET

MEMORANDUM FOR THE DIRECTOR
FROM THE ASSISTANT ATTORNEY GENERAL
SUBJECT: [Illegible]

MEMORANDUM FOR THE DIRECTOR
FROM THE ASSISTANT ATTORNEY GENERAL
SUBJECT: [Illegible]

[Illegible typed text]

[Illegible handwritten notes]



Vacating a portion of Elm Avenue described as commencing at the NW corner of Lot 2, Blk. 10, Werner & Clemens Subd., also being a point on the South Line of Elm Ave. thence East 25.48' alg. the S.L. of Elm Avenue to the P.O.B. thence Northeasterly 64.76' m/l to the SW corner of Lot 11, Blk. 9, Werner & Clemens Subd. also being a point on the North Line of Elm Ave. Thence East alg. The North Line of Elm Ave. 95.7' m/l to the Westerly Right Of Way of the Union Pacific Railroad Co. thence SWLY alg. said Right Of Way, 63.7' to the NE corner of Lot 1, Blk. 10, Werner & Clemens Subd., thence West alg. the S.L. of Elm Avenue 98.46' to the P.O.B. Tract containing 5,780.97 S.F. or 0.13 Acres . All being part of the SW. 1/4 of Section 27, T.15N., R23E.

BLOCK 9

11

PROPOSED VACATION

S. 19TH ST.

ELM AVE.

BLOCK 10

1

2

3

4

5

6

7

2022

27377023

27377022

12-022

13

116.00

95.70'

79.24'

45.00'

45.00'

45.00'

45.00'

60.00'

27382006

27382005

27382004

27682003

27382002

27382001

75.00'

45.00'

45.00'

45.00'

52.20'

0.00'

27382010

27382009

27382007

175.00'

70.09'

80'

10.58'



II

Other Matters

9.16

R. O. No. 405 - 11 - 12. By CITY CLERK. March 19, 2012.

Submitting a petition for the vacation of a portion of unpaved street located south of 1821 S. 19th St. thereof signed by the owners of all the lots and lands abutting that portion sought to be vacated.

City Plan

Susan Richards

City Clerk

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**Vacating a portion of Elm Avenue described as commencing at the NW.
corner of Lot 2, Blk. 10, Werner & Clemens Subd., also being a point on the South Line of Elm Ave.
thence East 25.48' alg. the S.L. of Elm Avenue to the P.O.B. thence Northeasterly 64.76' m/l to the
SW corner of Lot 11, Blk. 9, Werner & Clemens Subd. also being a point on the North Line of Elm Ave.
Thence East alg. The North Line of Elm Ave. 95.7' m/l to the Westerly Right Of Way of the Union
Pacific Railroad Co. thence SWLY alg. said Right Of Way, 63.7' to the NE corner of Lot 1, Blk. 10,
Werner & Clemens Subd., thence West alg. the S.L. of Elm Avenue 98.46' to the P.O.B.
Tract containing 5,780.97 S.F. or 0.13 Acres . All being part of the SW. 1/4 of Section 27, T.15N., R23E.**

Sign legibly in ink. Set forth after signature, address and date of signing.

PETITION

Sheboygan, Wis., _____

To the Mayor and Common Council of the City of Sheboygan.

The petition of the undersigned residents of said city respectfully represents:
That your petitioners are residents of said city, and that each of them resides at the address written below after their several names.

That each of them owns the real estate in said city respectively written below after their several names.

And they petition your honorable body to vacate unimproved land

North of 1913 Elm Ave. Home owners have maintained
land for the past 13 years, and wish to construct an
addition on their existing home. The vacation is needed
as the proposed addition is about 10 inches too close to
the allowed lot line.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
<i>Sherril Z. Zelazoski</i> Sherril + Nikki Zelazoski	1919 ELM AVE. Sheboygan	2/27/12
<i>Cora Marie</i>	1927 Elm Ave Sheboygan	2-27-12
Laura Salazar	2121 ELM Sheboygan	2/27/12
<i>Tracy Noulanch</i>	2205 Elm Ave Sheboygan	2/27/12
<i>Rick Weeden</i>	2209 ELM Ave Sheb	2/27/12
<i>John Dett</i>	2505 Elm Ave Sheb	2/27/12
<i>Jan 22</i>	2515 Elm Ave	2-27-12
<i>Lou Horne</i>	2603 Elm Ave Sheb	2-27-12
<i>DM Zdobrowski</i>	2611 elm Ave	2-27-12
<i>Rick Ann</i>	1928 E. Civil	2-28-12
<i>John Tebrant</i>	1438 Elm	2-28-12
<i>Don Kildner</i>	2115 Elm	2-28-12
<i>Steven Kildner</i>	2204 Elm	2-28-12

Sign legibly in ink. Set forth after signature, address and date of signing.

PETITION

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That each of them owns the real estate in said city respectively written below
after their several names.

And they petition your honorable body to Waive unimproved land

North of 1913 Elm Ave. Home owners have maintained land
for the past 13 years, and wish to construct an addition on
their existing home. The variation is needed as the proposed
addition is about 10 inches too close to the allowed lot line.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
<i>John Baker</i>	1927 Elm	2-28-12
<i>John C. Baker</i>	1821 Elm	2-28-12
<i>John Floss</i>	1829 Elm	2-28-12
<i>Tom Stotson</i>	1815 Elm	2-28-12
<i>Kayling Wynn</i>	1805 Elm	2-28-12
<i>Shelley Newman</i>	1801 Elm	2-28-12
<i>Anthony Hoang</i>	1733 Elm	2-28-12
<i>Bruce</i>	1721 ELM AVE	2-2-24-12
<i>Peggy McPaulle</i>	1719 Elm Ave	2-28-12
	1715 WILL NOT SIGN	
	1716 Elm	
<i>Robert H. Hest</i>	1720 Elm	2-28-12
<i>Mitchell Meyer</i>	1724 Elm	2-28-12
<i>Kelly Bush</i>	1730 Elm	2-28-12

sign legibly in ink. Set forth after signature, address and date of signing.

PETITION

Sheboygan, Wis., _____

To the Mayor and Common Council of the City of Sheboygan.

The petition of the undersigned residents of said city respectfully represents:
That your petitioners are residents of said city, and that each of them resides
at the address written below after their several names.

That each of them owns the real estate in said city respectively written below
after their several names.

And they petition your honorable body to Vacate unimproved land
North of 1913 Elm Ave. Home owners have maintained
land for the past 13 years, and wish to construct an
addition on their existing home. The vacation is needed
as the proposed addition is about 10 inches too close
to the allowed lot line.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Patricia Schubert	2214 Elm Ave	2/28/12
John Denning	2220 Elm Ave	2/28/12
Barnes Neese	2310 Elm Ave	2/28/12
Jay Soerens	2318 Elm Ave	2/28/12
Mark Schmitt	2324 Elm Ave	2/28/12
Ell	2406 Elm	2-28-12
Vacant	2420	
Jane Yang	2521 Elm Avenue	2-28-12
Erica Leon	2107 Elm Ave	2-28-12
Janner Knoebel	1922 Elm Ave	3-1-12

II

5-36

R. O. No. 59 - 11 - 12. By DEPUTY FINANCE DIRECTOR/TREASURER.
June 6, 2011.

Submitting the Harbor Centre Marina Balance Sheet from Operations dated April 30, 2011, as submitted by Skipper Marine.

Marina
&
Harbor
Acct File

Deputy Finance Director/Treasurer

2-3p

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Ytd Actual
 04/30/2011

Assets

Petty Cash	2,200.00
Cash-Deposit Account	13,524.98
Cash-City Disbursement	-29,050.16
Accounts Receivable	88,752.64
Inventory-Fuel	56,618.68
Inventory-Store	27,158.19
Prepays	2,854.67

Total Current Assets 162,059.00

Total Assets 162,059.00
 =====

Accounts Payable	22,587.74
Accrued Expense	64.65
Accrued Taxes-Sales	18,129.79
Deferred Revenue-Slips	263,024.63
Customer Deposits	3,400.00

Total Current Liab. 307,206.81

Total Liabilities 307,206.81

Current Year Income/Loss	-80,589.41
Retained Earnings	-64,558.40

Total Equity -145,147.81

Liab. & Equity 162,059.00
 =====

	Month 04/30/2011	YeartoDate 04/30/2011	Ann Budget 04/30/2011	Rem Budget 04/30/2011
	-----	-----	-----	-----
Revenues				
Slip Income	52,644.93	53,044.93	350,000.00	296,955.07
Transient Fees	0.00	0.00	82,000.00	82,000.00
South Pier Transient Fees	0.00	0.00	2,000.00	2,000.00
Winter Storage	0.00	28,843.80	57,500.00	28,656.20
Fuel	189.61	189.61	215,000.00	214,810.39
Store/Deli	697.81	1,154.27	65,000.00	63,845.73
Service	2,862.00	4,552.50	52,500.00	47,947.50
Parts	959.41	1,739.55	20,000.00	18,260.45
Sublet	101.55	217.55	1,500.00	1,282.45
Dockside	120.00	185.00	3,000.00	2,815.00
	-----	-----	-----	-----
Total Revenue	57,575.31	89,927.21	848,500.00	758,572.79
Cost of Sales				
Fuel	138.66	138.66	172,000.00	171,861.34
Store/Deli	488.47	808.00	45,500.00	44,692.00
Parts	959.41	1,739.55	20,000.00	18,260.45
Sublet	77.15	193.15	1,125.00	931.85
	-----	-----	-----	-----
Total Cost of Sales	1,663.69	2,879.36	238,625.00	235,745.64
	-----	-----	-----	-----
Gross Margin	55,911.62	87,047.85	609,875.00	522,827.15
Operating Expenses				
Salaries	25,837.53	64,869.61	244,000.00	179,130.39
Payroll Taxes/Fringes	3,018.25	8,330.89	26,840.00	18,509.11
Health/Workers Comp.	2,998.02	11,993.13	43,000.00	31,006.87
Operations Insurance	438.87	1,755.49	6,000.00	4,244.51
General Liability Ins.	475.46	1,901.84	6,500.00	4,598.16
Telephone	92.00	368.00	2,500.00	2,132.00
Repairs & Maintenance	2,065.73	19,634.84	95,000.00	75,365.16
Licenses/Dues/Subscp.	0.00	234.58	2,100.00	1,865.42
Tools & Uniforms	746.28	746.28	2,800.00	2,053.72
Vehicle Lease	630.00	2,520.00	7,560.00	5,040.00
Office Supplies	791.70	2,541.87	9,000.00	6,458.13
Legal & Professional	195.31	470.23	1,500.00	1,029.77
Advertising/Promotion	399.00	2,658.85	12,000.00	9,341.15
Utilities	2,004.17	9,421.98	37,000.00	27,578.02
Credit Card Fees	944.62	1,952.47	9,000.00	7,047.53
Shop Supplies	0.00	116.63	2,000.00	1,883.37
Cable	192.00	340.72	12,000.00	11,659.28
Management Fees	6,333.96	25,335.85	71,500.00	46,164.15
	-----	-----	-----	-----
Total Operating Exp	47,162.90	155,193.26	590,300.00	435,106.74
	-----	-----	-----	-----
Operating Inc./Loss	8,748.72	-68,145.41	19,575.00	87,720.41
	-----	-----	-----	-----
Marina Winterization	12,444.00	12,444.00	12,000.00	-444.00
	-----	-----	-----	-----
Oper Inc After Wint	-3,695.28	-80,589.41	7,575.00	88,164.41
	=====	=====	=====	=====

	Ytd Actual 04/30/2011	2010 YTD 04/30/2010	04/30/2011	04/30/2010
Revenues				
Slip Income	53,044.93	51,174.67	1,870.26	3.65
Transient Fees	0.00	55.50	-55.50	-100.00
Winter Storage	28,843.80	31,413.53	-2,569.73	-8.18
Fuel	189.61	1,847.60	-1,657.99	-89.73
Store/Deli	1,154.27	2,518.25	-1,363.98	-54.16
Service	4,552.50	5,836.00	-1,283.50	-21.99
Parts	1,739.55	2,134.06	-394.51	-18.48
Sublet	217.55	2,900.00	-2,682.45	-92.49
Dockside	185.00	19.76	165.24	836.23
Total Revenue	89,927.21	97,899.37	-7,972.16	-8.14
Cost of Sales				
Fuel	138.66	1,579.12	-1,440.46	-91.21
Store/Deli	808.00	1,762.78	-954.78	-54.16
Parts	1,739.55	2,134.06	-394.51	-18.48
Sublet	193.15	2,870.00	-2,676.85	-93.27
Total Cost of Sales	2,879.36	8,345.96	-5,466.60	-65.49
Gross Margin	87,047.85	89,553.41	-2,505.56	-2.79
Operating Expenses				
Salaries	64,869.61	61,279.29	3,590.32	5.85
Payroll Taxes/Fringes	8,330.89	6,832.31	1,498.58	21.93
Health/Workers Comp.	11,993.13	11,400.62	592.51	5.19
Operations Insurance	1,755.49	1,492.00	263.49	17.66
General Liability Ins.	1,901.84	1,620.00	281.84	17.39
Telephone	368.00	0.00	368.00	100.00
Repairs & Maintenance	19,634.84	13,557.81	6,077.03	44.82
Licenses/Dues/Subscp.	234.58	884.58	-650.00	-73.48
Tools & Uniforms	746.28	0.00	746.28	100.00
Vehicle Lease	2,520.00	2,520.00	0.00	0.00
Office Supplies	2,541.87	2,856.22	-314.35	-11.00
Legal & Professional	470.23	380.39	89.84	23.61
Advertising/Promotion	2,658.85	2,902.07	-243.22	-8.38
Utilities	9,421.98	9,801.43	-379.45	-3.87
Credit Card Fees	1,952.47	1,101.08	851.39	77.32
Shop Supplies	116.63	167.22	-50.59	-30.25
Cable	340.72	-84.96	425.68	501.03
Management Fees	25,335.85	24,597.92	737.93	2.99
Total Operating Exp	155,193.26	141,307.98	13,885.28	9.82
Operating Inc./Loss	-68,145.41	-51,754.57	-16,390.84	-31.67
Marina Winterization	12,444.00	8,384.69	4,059.31	48.41
Oper Inc After Wint	-80,589.41	-60,139.26	-20,450.15	-34.00

HARBOR CENTRE MARINA

2011 LAUNCH RAMP REVENUE

January	-
February	-
March	380.00
April	1,043.00
May	
June	
July	
August	
September	
October	
November	
December	
	<hr/>
	1,423.00

HARBOR CENTRE MARINA

2010 LAUNCH RAMP REVENUE

January	-
February	-
March	700.00
April	2,039.00
May	2,343.90
June	4,173.95
July	9,649.00
August	5,358.25
September	2,209.00
October	745.00
November	91.00
December	-
	<hr/>
	27,309.10

II

3.2

R. O. No. 368 - 11 - 12. By CITY CLERK. February 20, 2011.

Submitting various license applications for the period ending June 30, 2012 and June 30, 2013.

Law & Lic
3/5/12 - grant all lics
except hold Brickey, Danbrova,
McCabe, Winkel, Lehmann,
Villarreal - grant Byrd &
Parchims
3/19/12 - deny Lehmann, hold
Winkel, Villarreal, grant Brickey
McCabe, withdraw - Danbrova
4/14/12 - deny Winkel &
hold Villarreal
4/16/12 - grant
Villarreal

Lusan Richards
 City Clerk

CHANGE OF AGENT

Daniel Duncan is replacing Gregory Nonnemacher as agent for the Piggly Wiggly located at 2625 S. Business Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9485	Brickey Jr., Michael C.	509 5 th St., Kiel
3832	Cline, Bradley F.	628 Superior Ave.
9476	Danbrova, Faith C.	324 Wisconsin Ave.
9475	Dawson, Brittany L.	N6448 Abbey Ct.
9486	Eirich, Jamie M.	2527 Main Ave.
2595	Fisher, Ronald L.	2110 N. 10 th St.
9474	Grunewald, Amber L.	1003 Frost Ave., Howards Grove
6369	Hasenstein, Ben D.	3603 Lakeshore Rd.
9481	Kuehl, Alexis A.	407 East Mill St., Plymouth
9483	Linn, Alex G.	2312 N. 4 th St.
7464	McCabe, Kevin J.	1823 N. 10 th St.
9479	Muehlbauer, John P.	145 Fox Glove Lane, Sheboygan Falls
7007	Nennig, Sara	1416 Heermann Ct.
8508	Parchims, Melinda S.	815 St. Clair Ave.
9480	Pierce, Christine L.	1709 S. 26 th St.
9484	Reese, Kylie L.	634 Dillingham Ave.
9487	Winkel, Heidi A.	538 S. 15 th St.

TAXICAB OPERATOR'S LICENSE (June 30, 2012)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9478	Byrd, Clessa A.	929 St. Clair Ave.
9482	Lehmann, Shawn D.	914 St. James Ct.
6913	Rios, Ricardo	1216 S. 9 th St.
7760	Villarreal, Brenda J.	2515 S. 7 th St.

8.5

8.5

II

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

II

5.2

R. O. No. 388 - 11 - 12. By CITY CLERK. March 19, 2012.

Submitting a claim from Andrew R. Stein for alleged damages to his vehicle when a snow plow hit his truck that was parked on the street.

~~Risk~~
pay claim
381.36

Susan Richards
City Clerk

2.5



786

DATE RECEIVED 3-7-12

RECEIVED BY Long

CLAIM NO. 31-11

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 7 '12 AM 8:20

- 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: Andrew R Stein
- 2. Home address of Claimant: 625 Superior Ave Sheboygan 53081
- 3. Home phone number: 920 627 4990
- 4. Business address and phone number of Claimant: N/A

- 5. When did damage or injury occur? (date, time of day) 1-13-11 9:30 Am
- 6. Where did damage or injury occur? (give full description) 726 National Ave

- 7. How did damage or injury occur? (give full description) I was working on my bosses property I parked in front and the snowplow trucks driver hit running board on my truck with the plow. It was tight for him to get threw because there was a car across the street from me too.

- 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: Nicholas R. Bensfeld
 - (b) Claimant's statement of the basis of such liability: he is city plow truck driver

- 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").

There is a dent / Gouge on running board of my truck.

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

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

Auto: \$ ~~381.36~~ - 418.55

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL 418.55

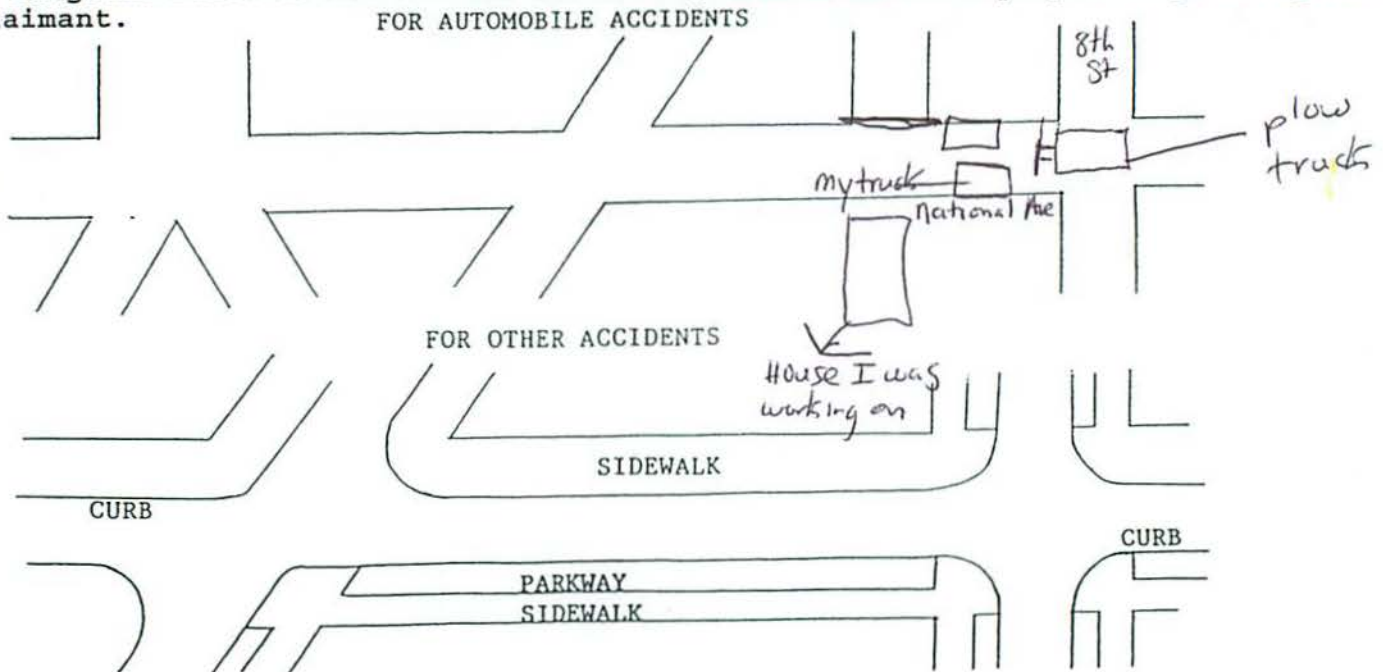
Damaged vehicle (if applicable)

Make: Chevy Model: Silverado Year: 2005 Mileage: 119874

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.



SIGNATURE OF CLAIMANT: [Signature]

Date: 3-6-12

DATE RECEIVED 3-7-12

RECEIVED BY Flong

CLAIM NO. 31-11

CLAIM

Claimant's Name: Andrew R Stein
Claimant's Address: 625 Superior Ave
Sheboygan WI 53081
Claimant's Phone No. 920 627-4990

Auto \$ 418.55
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL 418.55

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 \$ 418.55.

SIGNED: [Signature]
ADDRESS: 625 Superior Ave
Sheboygan WI 53081

DATE: 3-6-12

RPM SPEED & CUSTOM

3920 HWY. 42N • SHEBOYGAN, WISCONSIN • (920) 457-7322

Name Andy Stein Phone 627-4990 Date 2-29-12
 Address _____ City _____ State _____ Zip _____

Part No	Description	Qty.	X	Unit Price	=	Total Price
<u>RATZEL</u>	<u>BAR'S SS SET</u>	<u>1</u>				<u>329.00</u>
				<u>LABOR</u>		<u>70.00</u>

Year 2005 Make Sidvale Engine All extorb
 Signature _____

No return on special order parts. Freight charges will be added to all orders.
 Warranty is with manufacturer unless implied. Thank You.

SPECIAL ORDER - NO RETURN

Parts Subtotal	<u>399.00</u>
Freight	
Tax	<u>19.95</u>
Order Total	
Less Deposit	
Amount Due	<u>418.95</u>

RPM SPEED & CUSTOM

3920 HWY. 42N • SHEBOYGAN, WISCONSIN • (920) 457-7322

Name Andy Stein Phone 627-4990 Date 2-29-12
 Address _____ City _____ State _____ Zip _____

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Order Total	
Less Deposit	
Amount Due	<u>418.95</u>

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 ***

02/29/2012 11:00 AM

Owner

Owner: ANDY STEIN
Address: 625 SUPERIOR AVE
City State Zip: Sheboygan, WI 53081
Cell: (920)627-4990
FAX:

Control Information

Deductible: Unknown

Inspection

Inspection Date: 02/29/2012 11:05 AM
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 Side
Driveable: Yes
Inspection Type: Drive In
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x
Secondary Impact:
Rental Assisted:
Appraiser Name: DIETMAR WOHLGEMUTH
Address:
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com
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

ORIGINAL / INITIAL ESTIMATE:
CAUSE AND DESCRIPTION OF LOSS: DAMAGE TO LT STEP TUBE

Vehicle

2005 Chevrolet Silverado K1500 LS 4 DR Ext Cab Short Bed
8cyl Gasoline 5.3
4 Speed Automatic

Lic.Plate: FF8011
Lic Expire:
Prod Date:

Lic State: WI
VIN: 2GCEK19BX51262565
Mileage: 119,327

Veh Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage UserDefined
Ext. Paint Code: 8555

Mileage Type: Actual
Code: U8033D
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Anti-lock Brakes	Auto Locking Hubs (4WD)
Automatic Dimming Mirror	Chrome Steel Wheels	Chrome Step Bumper
Cruise Control	Dual Airbags	Heated Power Mirrors
Hinged Fourth Door	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	Overhead Console
Power Brakes	Power Door Locks	Power Steering
Power Windows	Rear Bench Seat	Rear Window Defroster
Split Front Bench Seat	Tachometer	Tilt Steering Wheel
Tinted Glass	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	EC			STEP TUBE LT	Replace Economy	\$255.20*			2.0*	SM*
				>> DEE ZEE STEP TUBE FROM BROWNS / HAVE TO BE REPLACED AS A SET						
				>> CAN NOT ODER JUST ONE .						
1	Items									

Estimate Total & Entries

Other Parts	\$255.20	
Parts & Material Total		\$255.20
Tax on Parts & Material	@ 5.000%	\$12.76

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00	2.0		2.0	\$108.00
Mech/Elec (ME)	\$87.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$54.00				
Paint Materials	\$34.00				

Labor Total			2.0 Hours	\$108.00
Tax on Labor	@ 5.000%			\$5.40
Gross Total				\$381.36
Less: Deductible				Unknown-
Net Total				\$381.36

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

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



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II

4.7

R. O. No. 414 - 11 - 12. By CITY CLERK. April 4, 2012.

Submitting a communication from Amy Wilson, Tourism Director for the Sheboygan County Chamber of Commerce, requesting use of the Band Shell at Fountain Park and DPW services to setup chairs and dance floor as needed to fulfill its obligation with the City in organizing and implementing the Twilight Concert Series and making various other requests for the 4th of July events.

PP+S.
and

P.W.

File
with the understanding
that the affected Dept Heads
take care of this.

Susan Richards
City Clerk

1.4

1.4

II

check point

Date: March 27, 2012

To: Sue Richards, City Clerk
City of Sheboygan

Fr: Amy Wilson, Tourism Director
Sheboygan County Chamber of Commerce

Re: Request to Common Council for Twilight Concerts and 4th of July Events

Twilight Concert Series

Tourism requests use of the Band Shell at Fountain Park and DPW services to setup chairs and dance floor as needed to fulfill its obligation with the City in organizing and implementing the Twilight Concert Series. This year, tourism also requests approval for a portable ATM machine to be installed near the band shell from June through August as part of a sponsorship to raise the funds for Fountain Park performances, which would also add a convenience for attendees of events all summer long. There is no cost to tourism or the city associated with this request.

4th of July

As the coordinator of Sheboygan's 4th of July festivities, including the parade, events at Deland Park, fireworks, and logistics coordination for South Pier, Sheboygan Tourism is requesting use of services and equipment from the Department of Public Works and Police and Safety. Anticipated resources for the events will be very similar to those utilized in the past, following the schedule below:

Prior to Wednesday, July 4, assistance from DPW is requested to set up picnic tables and benches and staging at Deland Park and South Pier. Following events on Wednesday, July 4, assistance is requested for pick-up of same.

Tuesday, July 3, Spectrum Pyrotechnics will be pre-staging fireworks near South Pier. Tourism will coordinate location and security of items with Spectrum Pyrotechnics, DPW and the Sheboygan Police Department.

Prior to Parade Commencement on Wednesday, July 4, it is requested that DPW block all parking in the circle at the end of South Pier as early as possible, but leave the circle open for traffic to drive through as a turnaround. This alleviates traffic jams on South Pier.

Prior to Wednesday, July 4, assistance is requested from the Sheboygan Police Department, blocking off parked traffic for the parade route, as well as assistance routing traffic from the parade on July 4, with assistance controlling traffic throughout the day's festivities. Below is the current schedule of events:

7:00 a.m. Parade Line-up (Route: 7th St., North to Michigan Ave., East to Broughton Dr.) Note: Parade Permit will be requested as soon as insurance certificate is received by the Chamber.

- 9:00 a.m. Parade Commences (Note: DPW is requested to set up risers with tables and chairs for six judges on N. 7th St. at the corner of the JMKAC.)
- 11:00 a.m. Deland Park Festivities begin. (Entertainment tent with food and beverage sales. Vendor village with food and beverage, arts and crafts vendors, kids' area with inflatable amusements.) Vendor Village ends at 7 p.m. Entertainment breaks for fireworks and ends at 11:00 p.m.
- 12:00 p.m. South Pier Festivities begin. (Entertainment tent with food and beverage sales.) The South Pier Harbor Centre BID businesses will be managing and coordinating these events with Tourism's assistance. South Pier BID businesses will be responsible for securing their own permits/licenses as necessary for any South Pier 4th of July activities. Tourism will add the South Pier activities to the 4th of July roster for promotional purposes, including the event as part of the citywide celebration schedule.
- 4:00 p.m. Sheboygan Theatre Company performance "A Musical Review," coordinated by the Sheboygan Theatre Company.
- 9:30 p.m. Fireworks display from South Pier (date is held and will be contracted through Spectrum Pyrotechnics).

II

4.7

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PP+S
and

~~P.W.~~

As Julie &
approve requests

LSusan Richards
City Clerk

Date: March 27, 2012

To: Sue Richards, City Clerk
City of Sheboygan

Fr: Amy Wilson, Tourism Director
Sheboygan County Chamber of Commerce

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II

4.8

R. O. No. ⁴¹⁵ - 11 - 12. By FIRE CHIEF. April 4, 2012.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2011, and ending December 31, 2011.

*PP-5.
Ac + Jll*

Fire Chief

Sheboygan Fire Department

2011 The Year in Review

Submitted By: Fire Chief Jeff Hermann

Fire Chief's Message



The Sheboygan Fire Department consists of a staff of 73 sworn personnel and 2.5 civilian employees. These dedicated individuals have chosen a career path centered on helping people, in both emergency and non-emergency situations. We deliver our service to the community out of five fire stations with eight front line pieces of apparatus - five fire trucks and three ambulances. We are dedicated to providing our services to the community in the most cost effective manner possible, utilizing some of the most up to date equipment and training methods available today. As budgets have become tighter and staffing levels have decreased, we have continued a strong emphasis on fire prevention education and safety measures aimed at reducing the number of fires and hazardous situations in our city. We continue to provide both

emergency and non-emergency medical transport and first responder services, with 25 highly trained paramedics currently on staff. It is an honor and pleasure to serve the citizens and visitors of my home town, Sheboygan, in the capacity of Fire Chief.

Jeff Fleemann

Mission Statement

The Sheboygan Fire Department is dedicated to serving all who live, visit, work and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency and non-emergency medical services, code enforcement and education, at the highest professional level in a compassionate, ethical, and cost effective manner.

Vision Statement

The Sheboygan Fire Department will continue to provide response times consistently within the guidelines of NFPA 1710, with up to date emergency vehicles/equipment and an adequate number of highly trained personnel, focused on saving lives and preventing property damage. A movement towards a regional based fire protection/shared services system would stabilize the cost of fire/EMS protection for the citizens of Sheboygan, drastically improve response times and fire/EMS protection in the neighboring communities, and increase the availability of timely resources for the entire area. This cooperative effort would bring together local governments, citizens, firefighters and EMS personnel working together towards a common goal of saving lives, property, and community assets, while protecting the investments and employment base of private enterprise.

2011 Annual Report

2011 administratively was a very busy year in the Fire Department. The implementation of the Spillman CAD and the ERS records management systems began in January and continued throughout the year. The extensive training and set up required took up the vast majority of available time during the first half of the year. While frustrating at times, and still a work in progress, the end result will be a more automated dispatch system, and a records management program that will provide us with data that is easier to retrieve and use.

2011 also brought a change from hardcopy and incomplete National Fire Incident Reporting System (NFIRS) reports to the implementation of electronic reporting. The change brings us into compliance with the national standard, and will also yield valuable fire data for us to analyze as we plan for the future fire protection in the City of Sheboygan.

The transformation to a more regional approach to fire protection continued as the Fire Department expanded its role in the M.A.B.A.S. 113 Division in Sheboygan County. Mutual aid numbers, both rendered and received, were up in 2011 and will continue to increase. Fire coverage was provided to the Town of Sheboygan Mapledale response area during the I43 construction period. This will also take place in 2012.

The vacant Chief Fire Inspector's position necessitated the training of a number of our firefighters in the area of fire investigation. This has allowed us to become a much larger contributing member of the Sheboygan County Fire Investigation Unit. This was one of my top priorities when I was named Chief. The County Fire investigation team was called into the City 12 times. The State Fire Investigator was called on two different occasions. Unfortunately, we endured the first fire fatality since 2009 – an elderly woman who subsequently died from injuries sustained in an apartment fire. Quick response, and keeping the fire and more importantly the smoke, mainly contained to the involved apartment kept the fire from becoming a multi-casualty incident.

An analysis of the Department's 25 year old "elementary schools fire prevention program" was undertaken, with the decision made to move towards a more interactive technology based program beginning in 2012. With the financial support of Sheboygan Chevrolet and a number of smaller contributors, firefighters completely dismantled and rebuilt the "Survive Alive House". The rebuilt house, a single story structure on a trailer, has been updated with the latest technology and will be used to teach fire safety programs to thousands of students for years to come.

Annual Training Review 2011



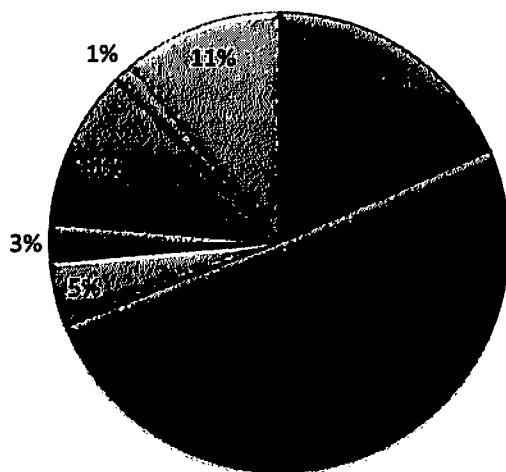
Training in the Fire and EMS Service is vital for the safe and efficient operation of the fire department. The Sheboygan Fire Department has been able to utilize a variety of methods to deliver necessary training to the department while also maintaining efficiency in the cost of that training. To assist with delivering training, the department utilizes trained, in-house instructors when possible. We continue to develop the skills of supervisory and line personnel as instructors in order to provide as much quality training as possible at the best possible cost.

The ability to accurately document training performed by the department at all levels has been dramatically improved this past year with the implementation of the new records management system as part of the Spillman software project. While it has only been in place for a portion of 2011 and it is still being fine tuned, it is believed that the department's ability to gather and analyze training data will continue to improve with this new software capability.



Charles Butler, Jr.
Deputy Chief

2011 Training Summary*



- Administrative Training
- EMS Training
- Fire Apparatus Training
- Firefighter Health and Safety Training
- Firefighting Skills Training
- Incident Management Training
- Technical Rescue Training

*This data was compiled from submitted training record worksheets, *Firecalls* database from 2011, and the Emergency Reporting System (ERS) Training Record reporting tool.

Administrative Training

For 2011, there was a great deal of training completed in the area of administrative duties. With the introduction of the Spillman Computer Aided Dispatch (CAD) software and the Emergency Reporting System (ERS) came many hours of education and practice for personnel at all levels. Mobile computers were added to the ambulances in order to more efficiently gather and utilize patient care information in the field. The familiarization of these devices was also a component of the training hours in this category.

Company Officer development training is also a component of administrative training. This is performed through the use of a mentoring officer to prepare the developing officer to assume the role of Company Officer. This

program includes self-directed server-based training blended with outside training through Cities and Villages Mutual Insurance Company (CVMIC) and one-on-one training with a current Company Officer, and mentored time acting as the officer while on duty.

Emergency Medical Services Training

A large component of our training total is in the category of emergency medical services. Every firefighter is cross-trained as an EMS provider. Most personnel are licensed at the EMT Basic or the Paramedic Level. The State of Wisconsin requires the completion of an established number of refresher hours in various aspects of emergency medical care in order to fulfill the requirements for license renewal. During 2011, all of the fire department personnel attended refresher training through an in-house training program and have been renewed. Other areas of EMS training for the department include in-station training, continuing education outside of the department, and Critical Care paramedic training.

Technical Rescue Skills Training

During 2011, the department continued to increase its capability and skill in the area of technical rope rescue. All crews received additional training this year on proper rigging techniques and the safe use of the rope rescue equipment carried by the department. We are also fortunate enough to have some personnel attend rope technician classes at Alliant Edgewater Generating Station. These classes are sponsored by Alliant for their in-house rope rescue team and they have been generous enough to allow personnel from the fire department to attend alongside their members to increase our ability to work together should the need occur. As is the case every year, our crews also drill on the process of ice/water rescue. This training is done to refresh our skills in the procedures and is done in conjunction with the Coast Guard when possible to be able to work together when necessary.

Firefighter Skills Training

An ongoing component of the department training is in the area of firefighting skills. This includes the basics in the skills of fighting fires including the safe use of ladders, the techniques of search and rescue, ventilation, loss control measures, fire streams, water supply, etc. These are skills common to all members of the department and they are always being checked and reviewed for competency.

Fire Apparatus Training

Fire apparatus training in the department includes training in a variety of areas including maintenance, driving skills, pumping skills, and the use of apparatus at fire scenes. Included in the fire apparatus training for this year was a department wide review of skills related to the Sheboygan Fire Boat. Because of the environment of working on the water it is important that these skills be exercised and checked to assure that all are capable and competent when operating the boat.

Firefighter Health and Safety Training

In addition to regular training in firefighting skills that contribute to firefighter safety and wellness, there are other areas of training that are specific to the topic of firefighter safety. Training this year was specific to the familiarity with the concept and use of Rapid Intervention Teams (RIT). Other training in this area involved emergency radio traffic use and MAYDAY radio messages.

Incident Management Training

Training in the area of Incident Management is done to assure that those who are functioning at, or leading an emergency scene, whether it be large or small have the skills to manage it properly and that they utilize the best practices in the business. This training also helps to assure proper coordination between various agencies on an emergency scene.

2011 Special Activities Report

2011 Fire Academy

The Fire Academy Program is held once a year as part of our complete school program delivery with the intent of educating children in a progressive manner about fire safety and accident prevention. This program is held at Fire Station #3 and is primarily geared toward smaller schools and home schooled children.

The overall benefit to the community is the continued safety awareness education of our children. This particular program specifically benefits the smaller schools as well as our department by providing an efficient way to meet the needs of these schools that have limited enrollments.

USCG Station Sheboygan Safety Fair

Our participation at the Coast Guard Event is primarily an interactive program with the public to educate them about fire safety and to foster strong working relationships with the local USCG Station.

The public has an opportunity to see and interact with members of their fire department and to gain knowledge of emergency response through educational activities.

Fire Extinguisher Training Program

The department has special props designed for the purpose of teaching fire extinguisher safety and use to businesses and organizations and their employees.

The department fire extinguisher training program is designed to increase awareness, skill, safety and confidence for members of the public in the area of fire extinguishers, thus increasing safety and decreasing fire loss.

Safety Town

The fire department participates annually with other emergency response entities to educate children about various safety topics and behaviors. This includes educational activities as well as exposure to the fire department through the use of tours and interactive activities.

The direct benefit of the program is the increased safety awareness for those who are in attendance. The indirect benefit is a better working relationship and interaction between the various response agencies involved in the program.

National Night Out at Fountain Park

The department participated in the National Night Out program at Fountain Park by educating the public about fire safety issues. There were interactive educational games for the children and tours of the apparatus for members of the public to provide information about their fire department and its capabilities. This was all done in the context of a general community safety awareness program.

Business Grand Openings and Partnerships

The department partnered with local businesses to share in their grand opening festivities by providing fire apparatus and personnel who took the opportunity to share fire prevention materials to members of the public who attended the event. Business openings were Dollar Tree and Health Mart.

We also assisted Batteries Plus with their annual battery giveaway event for Fire Prevention Week. The presence of the fire personnel gave us an opportunity to promote the use of smoke detectors in the home.

North and South Varsity Football Games

The Sheboygan Fire Department works cooperatively with the training staff of the North and South High School programs. We provide a non dedicated stand by ambulance and paramedic crew at North and South High School football games.

Football has been identified as a sport with a significant number of injuries with an increased potential for severe injuries as well. There are also increased numbers of spectators gathered at these events. Having medical resources placed strategically for immediate care when needed is certainly beneficial.

Sheboygan Youth Football Program

The Sheboygan Fire Department works cooperatively with the Sheboygan Youth football program to educate their coaches and volunteers as well as provide emergency medical stand by units at their games and practices.

Football poses an increased potential of injury for the players. Also, there are likely spectators which make having an emergency medical response unit positioned closely a benefit.

Rockets for Schools Program

The Sheboygan Fire Department works cooperatively with the organizers of the Rockets for Schools program in an effort to provide a safe environment with closely staged medical and fire protection for the rocket launch events. This program is considered an activity that has an increased potential for incident due to the propellants used for the rockets.

The benefit of having the fire department stage fire and EMS resources is a reduction in response delay in the event of any incident as well as a general safety presence to proactively address any unsafe conditions or acts. At the Horace Mann site, an engine company is provided and at the South Pier site, a fire apparatus and an EMS unit are provided.

2011 Leukemia Society Scenic Shore 150

The Scenic Shore 150 is a 150 mile, two day bike ride/race that raises funds for the Leukemia Society. The ride begins in Milwaukee and moves through Sheboygan with a lunch/rest stop at King Park in Sheboygan. Generally there are almost 1,000 riders participating in the event.

Parades (4)

The Sheboygan Fire Department participates with usually 1-2 vehicles in the Fourth of July Parade, Sheboygan Bratwurst Day Parade, Memorial Day Parade, and the Holiday Parade.

The Sheboygan Fire Department has been a long standing participator in the parade events in the City of Sheboygan. Our involvement in these events promotes a sense of community by displaying various pieces of apparatus in parades and generally supporting parade events to help with their continued success. Our presence creates an awareness of the Fire Department in the community and aids in the positive promotion of safety.

Dominos Pizza Smoke Detector Program

Partner with local Dominos Pizza on a Smoke Detector Awareness/Promotion Initiative. Delivery customers had the opportunity to have their smoke detectors checked along with the delivery of their pizza. Compliant homes received their order for free.

This type of program creates positive relationships between local businesses and the fire department and at the same time provides a creative way to reach the public on fire safety matters.

McDonald's North and South Safety Night

This program is coordinated with both the McDonald's on North Avenue and the McDonald's on South Business Drive. These locations have set aside an evening to focus on public safety by having fire and police available for public interaction. Static displays of fire apparatus, safety handouts as well as interactive displays are made available to the public. Percentage of evening's proceeds is returned to the fire department.

McDonald's has become a social gathering location of sorts for many groups in the area. Besides working cooperatively with local businesses, this is another creative way to reach the public and educate them about their fire department and community safety.

Medical and Fire Stand Bys

The fire department plays a huge role in the general safety of the community and the events that take place in our community. Among those events for 2011 where the department played a role in providing medical and fire protection coverage at the event were the Polar Bear Plunge, The Fourth of July festivities including the fireworks and the Cardboard Boat Regatta, the Miesfeld's Lakeshore Weekend Kids Fest, the Mixed Martial Arts event at Blue Line Ice Center, the XTerra Triathlon, the Home Brewers Club event at the Sheboygan Quarry, and the Erie Hill clean-up project.

Nemschoff Family Health Fair

The fire department provided an EMS unit and a display for the Nemschoff Family Health Fair. It provided the opportunity to educate and inform the public on matters related to personal safety and health and access to emergency medical assistance.

Other Special Events

Requests for fire department presence have been on the increase this past year. We welcome the opportunities to provide for public education and awareness on matters of public safety. During 2011, the department attended and provided support for several fundraising, commemorative or other special events such as the fundraiser for Penny Schneider at Lakeshore Lanes, the Meadowview Manor Picnic, and also provided escort for the motorcycle riders commemorating 9-11.

Station Tours

As always, the fire department has provided tours of the fire stations and apparatus to families and organizations from the City of Sheboygan. This gives us the opportunity to showcase the fire department to the public and to reach out to small children and families with the message of fire safety.

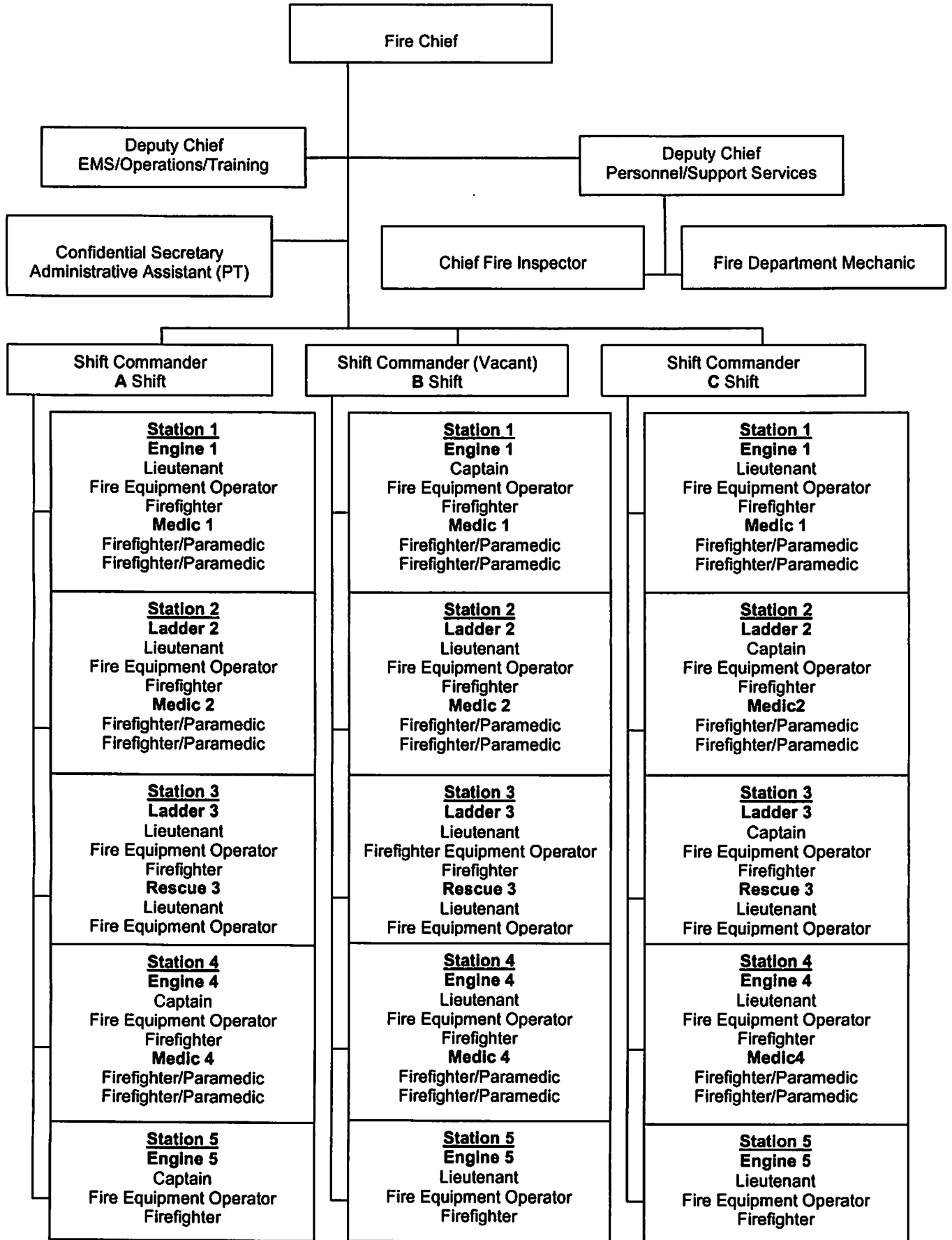
Fire Department Apparatus

Vehicle	Year	Purchase Price	Life Expectancy 1 st line / Reserve	Projected Replacement Year
Engine 1	1998	\$225,000	15 yrs./ 25 yrs.	2013
Ladder 5	1998	\$525,000	15 yrs./ 25 yrs.	2015
Engine 2	2002	\$257,000	15 yrs./ 25 yrs.	2017
Ladder 4	2005	\$544,000	15 yrs./ 25 yrs.	2020
Rescue Engine 3	2010	\$456,000	15 yrs./ 25 yrs.	2025
Engine 6 (reserve)	1990	----	25 yrs.	----
Engine 7 (reserve)	1994	\$185,000	25 yrs.	----
Med 2	2008	\$138,000	10 yrs./ 15 yrs.	2018
Med 3	2008	\$138,000	10 yrs./ 15 yrs.	2018
Med 4	2007	\$138,000	10 yrs./ 15 yrs.	2017
Med 6 (reserve)	1993	\$15,000	15 yrs	----
Shift Commander	2007	\$28,350	6 yrs.	2013
Deputy Chiefs	2001	\$31,000	10 yrs.	----
Chiefs Car	2000	\$15,700	10 yrs.	2010
Fire Inspector	2003	\$21,600	10 yrs.	2014
Pickup	2000	\$27,000	10 yrs.	2010
Fire Boat	2002	\$74,000	15 yrs.	2017
Command Post	2004	\$66,000	15 yrs.	2019

The new 2010 National Fire Protection Association 1901 standard requires first line fire apparatus to be replaced every 15 years and placed in reserve status for 10 more years. Per the standard no vehicle is allowed to be used if it is over 25 years old.

This is not only the NFPA standard; this was similar to a replacement plan created by Chief Reiss in 1997. His plan extended the replacement of a ladder to 18 years due to the higher cost of the vehicles. At that time, most of the stations had 2 fire apparatus and the ladders responded to less calls. We no longer have 2 fire apparatus per station due to the increased number of stations and the current economic times.

SHEBOYGAN FIRE DEPARTMENT TABLE OF ORGANIZATION



2011 Fire Department Quick Facts

Personnel

Age Range	Number of Personnel
20 – 24	-
25 – 29	8
30 – 34	5
35 – 39	12
40 – 44	6
45 – 49	14
50 – 54	20
55 – 60	5
60 and Over	1

Years of Experience	Number of Personnel
0 – 5	18
6 – 10	7
11 – 15	9
16 – 20	15
21 – 25	15
26 – 30	4
30 and Over	3

**SHEBOYGAN FIRE DEPARTMENT
INCIDENT SUMMARY 2011 QUARTERS 1 AND 2**

	JAN	FEB	MAR	SUBTOTAL 1ST QUARTER	APR	MAY	JUN	SUBTOTAL 2ND QUARTER	YEAR TO DATE
FIRES									
STRUCTURE FIRES	12	7	13	32	6	7	4	17	49
VEHICLE FIRES	0	2	1	3	1	0	4	5	8
OTHER FIRES	1	1	3	5	2	1	1	4	9
TOTAL FIRES	13	10	17	40	9	8	9	26	66
RESCUE CALLS									
EMERGENCY MEDICAL CALLS	215	222	204	641	237	254	248	739	1380
EXTRICATIONS	0	4	3	7	0	0	0	0	7
OTHER RESCUE CALLS	0	0		0	0	2	1	3	3
TOTAL RESCUE CALLS	215	226	207	648	237	256	249	742	1390
HAZARDOUS CONDITIONS									
HAZARDOUS SUBSTANCE SPILLS/LEAKS	9	5	6	20	8	4	8	20	40
CHEMICAL SPILLS	0	0	0	0	1	0	2	3	3
OTHER	7	6	4	17	7	4	9	20	37
TOTAL HAZARDOUS CONDITIONS	16	11	10	37	16	8	19	43	80
SERVICE CALLS	19	19	12	50	24	35	31	90	140
GOOD INTENT CALLS	3	5	4	12	7	5	7	19	31
FALSE CALLS									
MALICIOUS CALLS	2	0	4	6	0	2	0	2	8
OTHER FALSE CALLS	12	17	16	45	18	12	19	49	94
TOTAL FALSE CALLS	14	17	20	51	18	14	19	51	102
SEVERE WEATHER OR NATURAL DISASTER	0	0	0	0	0	0	0	0	0
TOTAL CALLS	280	288	270	838	311	326	334	971	1809

1ST QUARTER 2011

2ND QUARTER 2011

INCIDENT SUMMARY 2011 QUARTERS 3 AND 4

	SUBTOTAL				YEAR TO DATE	SUBTOTAL			YEAR TO DATE	
	JUL	AUG	SEP	3RD QUARTER		OCT	NOV	DEC		4TH QUARTER
FIRES										
STRUCTURE FIRES	8	7	8	23	72	7	5	6	18	90
VEHICLE FIRES	3	2	3	8	16	2	0	1	3	19
OTHER FIRES	8	2	2	12	21	4	2	1	7	28
TOTAL FIRES	19	11	13	43	109	13	7	8	28	137
RESCUE CALLS										
EMERGENCY MEDICAL CALLS	261	263	249	773	2153	282	224	254	760	2913
EXTRICATIONS	2	1	0	3	10	4	4	1	9	19
OTHER RESCUE CALLS	1	1	1	3	6	0	1	1	2	8
TOTAL RESCUE CALLS	264	265	250	779	2169	286	229	256	771	2940
HAZARDOUS CONDITIONS										
HAZARDOUS SUBSTANCE SPILLS/LEAKS	8	3	4	15	55	6	14	3	23	78
CHEMICAL SPILLS	3	2	2	7	10	1	1	2	4	14
OTHER	12	4	4	20	57	6	12	9	27	84
TOTAL HAZARDOUS CONDITIONS	23	9	10	42	122	13	27	14	54	176
SERVICE CALLS	26	37	27	90	230	32	26	21	79	309
GOOD INTENT CALLS	8	9	7	24	55	6	7	4	17	72
FALSE CALLS										
MALICIOUS CALLS	0	1	0	1	9	0	0	0	0	9
OTHER FALSE CALLS	32	29	23	84	178	20	11	13	44	222
TOTAL FALSE CALLS	32	30	23	85	187	20	11	13	44	231
SEVERE WEATHER OR NATURAL DISASTER	0	0	0	0	0	0	0	0	0	0
TOTAL CALLS	372	361	330	1063	2872	370	307	316	993	3865

3RD QUARTER 2011

4TH QUARTER 2011

2010 MONTHLY INCIDENT SUMMARY BY INCIDENT TYPE (For Comparison Purposes)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE
FIRES													
STRUCTURE FIRES	5	11	8	5	9	9	8	11	7	8	9	9	99
VEHICLE FIRES	2	0	1	0	2	1	0	0	2	2	0	1	11
OTHER FIRES	2	1	4	5	3	2	10	1	9	9	4	0	50
TOTAL FIRES	9	12	13	10	14	12	18	12	18	19	13	10	160
RESCUE CALLS													
EMERGENCY MEDICAL CALLS	230	202	223	216	255	253	242	282	241	250	198	236	2828
EXTRICATIONS	0	2	2	2	4	0	1	2	1	3	1	0	18
OTHER RESCUE CALLS	1	0	0	0	2	3	1	0	0	0	0	0	7
TOTAL RESCUE CALLS	231	204	225	218	261	256	244	284	242	253	199	236	2853
HAZARDOUS CONDITIONS													
HAZARDOUS SUBSTANCE SPILLS/LEAKS	5	8	7	3	8	11	5	8	15	9	8	10	97
CHEMICAL SPILLS	0	0	2	0	1	0	1	0	0	0	0	0	4
OTHER	7	2	5	2	6	8	6	8	4	11	5	10	74
TOTAL HAZARDOUS CONDITIONS	12	10	14	5	15	19	12	16	19	20	13	20	175
SERVICE CALLS	16	7	16	26	17	18	31	26	27	24	19	19	246
GOOD INTENT CALLS	9	2	5	8	8	6	6	5	7	7	10	7	80
FALSE CALLS													
MALICIOUS CALLS	1	1	2	0	0	0	0	1	0	0	1	2	8
OTHER FALSE CALLS	22	15	19	20	12	13	19	27	16	19	10	28	220
TOTAL FALSE CALLS	23	16	21	20	12	13	19	28	16	19	11	30	228
SEVERE WEATHER OR NATURAL DISASTER	0	0	0	0	1	0	0	5	0	0	0	3	9
TOTAL CALLS	300	251	294	287	328	324	330	376	329	342	265	325	3751

1ST QUARTER 2010

2ND QUARTER 2010

3RD QUARTER 2010

4TH QUARTER 2010

II

26-41

R. O. No. 504 - 08 - 09. By CITY CLERK. April 20, 2009.

Submitting a claim from David Schults for alleged damages to his vehicle and license plates when Police officers attempted to remove the rear license plate.

~~Look up
new C.C.~~

~~4/14/10 - refer to Photo
4/6/11 - new C.C.~~

File

Susan Richards
City Clerk

DATE RECEIVED 4-15-09

RECEIVED BY SLS

CLAIM NO. 52-08

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 no later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets.
- 3. This notice form must be signed and filed with the City of Sheboygan.
- 4. TWO ESTIMATES MUST BE ATTACHED IF DAMAGE TO PROPERTY IS CLAIMED.

*Left 2 messages
week of June 3,
Monday July 13
sent letter 7/20/09*

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: David Shults
- 2. Home address of Claimant: 524 Ontario
- 3. Home phone number: 920-627-656
- 4. Business address and phone number of Claimant: _____

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

6. Where did damage or injury occur? (give full address)
1800 Block of Kohler Memorial Drive (April 10, 2009)
1315 N. 23rd St. (April 13, 2009)

7. How did damage or injury occur? (give full description)
April 10, 2009 Police officer Burington attempted to remove rear license plate with pliers damaging the exterior of the vehicle
April 13, 2009 Police Captain Cobb destroyed license plate

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: Police officer Burington
Police Captain Cobb
- (b) Claimant's statement of the basis of such liability: Both officers' intentional and negligent acts caused physical damage to the vehicle and its license plates

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

- (a) Public property alleged to be dangerous: NA
- (b) Claimant's statement of basis for such liability: NA

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 to rear tailgate door to vehicle paint and nut
retainer, license plates damaged and rendered unusable

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

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

Auto: \$ 1500

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ to be determined for violation of
US Const. Amend 4

TOTAL 61500

Damaged vehicle (if applicable)

Make: Land Rover Model: Discovery Year: 1994 Mileage: 144823

Names and addresses of witnesses, doctors and hospitals: _____

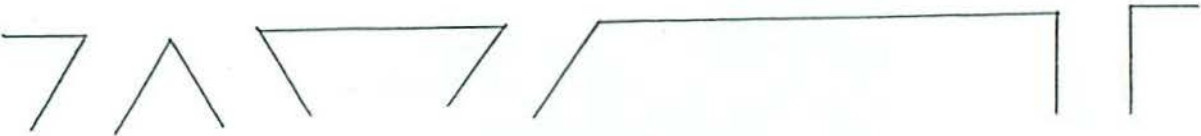
Jessica Lillie Lakeland College Plymouth WI 920-917-0552

Phil Sontag Lakeland College Plymouth WI 715-271-3014

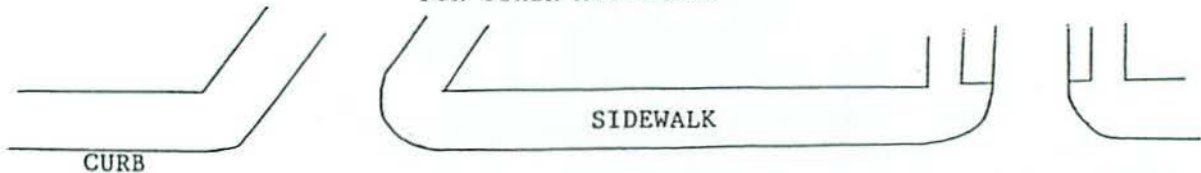
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS

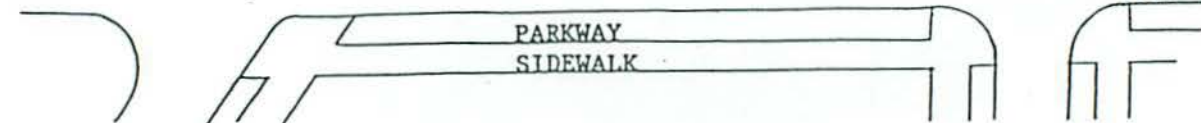


FOR OTHER ACCIDENTS



CURB

SIDEWALK



PARKWAY
SIDEWALK

CURB

SIGNATURE OF CLAIMANT: [Signature]

Date: 4.15.09

DATE RECEIVED 4-15-09

RECEIVED BY SL5 APR 15 '09 PM 3:33

CLAIM NO. 52-88

CLAIM

Claimant's Name: David Sh-Hs
Claimant's Address: 524 Ontario Ave #1
Sheboygan WI 53081
Claimant's Phone No. 920-627-6562

Auto \$ 1500
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ to be determined
TOTAL 1500

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 \$ 1500 plus other relief for violation of US Const Amend 4

SIGNED: 

DATE: 4-15-09

ADDRESS: 524 Ontario Ave #1
Sheboygan WI 53081

Ro 504-09-cd

claim # 52-08
4-15-09

July 20, 2009

DAVID SCHULTS
524 ONTARIO AVE #1
SHEBOYGAN WI 53081

Dear David,

I have tried calling you twice to clear up some questions with your claim form.

You have requested a payout amount of \$1500.00. You must include invoices or paid vouchers that match the amount of monies you have requested. Would you please send me the required invoices to verify your request or stop in and change your claim form.

You also listed under Other "to be determined for violation of US Const. Amend 4" Since it probably will be some time before an amount is determined, it would be best to make a separate claim when you have the correct amount.

If you have any questions regarding the completion of these forms contact me at 920-459-3363.

Yours very truly,

Linda S Long
Deputy City Clerk

enclosure

she is expecting a grievance from Local 1564 regarding reclassifying the current employee to a higher Class Grade. Director Payne was asked to coordinate the language in the job description by adding something on flexible hours and being proficient in Microsoft Office, including Word, Excel, and Outlook. Director Payne stated that the person should have Mouse and Access. Mike Williams disagreed. Director Payne was also asked to work with the union regarding the Class Grade issue. The hiring freeze must be waived before hiring. Mike Williams and Paula Haelfrisch were concerned about becoming too specific in the job description and felt that having internal knowledge would be more valuable than having the specific computer programs which can be taught fairly quickly. Ald. Bouck said we need a tech-savvy, ambitious person more than someone who knows the current system, a person who can provide additional value to the City of Sheboygan. Item was held for the next meeting.

5. Discussion and possible action on retaining the services of a firm for developing a non-rep pay plan.

Director Payne stated that an RFI was created, and the City received three proposals. After review, it was decided to use Charles E. Carlson (enetrix). This firm (previously called Carlson/Dettmann) has worked with the City in prior years and in 2007 did a job analysis for non-represented employees. There will be several phases and Phase 1 and 2 (comparing with non-union pay and structuring a better wage plan by the end of September this year). The plan is that for 2010 and 2011 there will be a wage freeze, so there will be time to work on this. Enetrix has recommended the City authorize work on a time-and-materials basis of \$225/hour plus out of pocket travel expenses. Enetrix doesn't expect the fees for this project to exceed \$10,000. Project Phase I \$5000 and Project Phase II \$5000.

6. Update and discussion regarding joint City/County Communication Centers Dispatch Manager.

Discussion was held regarding the joint venture between the City and County. Both entities have agreed to combine resource to find a Communication Center Dispatch Manager. This person would manage both the City and County communication centers. Director Payne talked about the Action Plan to employ a seasoned dispatch manager and the end month (July 2010); she went on to discuss the methodology both entities would use (i.e., job descriptions, and comparable counties); further there was discussion of the interview instrument, and how the committee would promote this joint initiative. Phase II of the project to commence on August 4, 2009.

Matters Referred

- | | | |
|--|--|--|
| <ol style="list-style-type: none"> 7. R. O. No. 116 - 09 – 10
Council # 7-37 | <p>Discussion and possible action regarding a communication from the Sheboygan Professional Police Association giving notice of the Association's desire to commence bargaining for a successor agreement.</p> | <p>ACCEPT AND FILE.
MOTION - ALD. GISCHIA
SECOND -ALD. KITTELSON.
PASSED 5-0.</p> |
|--|--|--|

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

*** PRELIMINARY ESTIMATE ***

04/13/2009 02:32 PM

Owner

Owner: DAVID SCHULTS
Address: 524 ONTARIO APT 1
City State Zip: Sheboygan, WI 53081

Work/Day: (920)627-6562
FAX:

Control Information

Loss Date/Time:
Deductible: None

Loss Type: Collision

Inspection

Inspection Date: 04/13/2009 02:33 PM
Inspection Location: VAN HORN HYUNDAI
City State Zip: Sheboygan, WI 53082
Driveable: Yes

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

Appraiser Name: JAY KOHLS

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

1995 Land Rover Discovery STD 4 DR Wagon
8cyl Gasoline 3.9
4 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition: Fair
Ext. Color: CONISTON GREEN
Ext. Refinish: Two-Stage
Ext. Paint Code: 570

VIN: SALJN1244SA147018
Mileage: 144,513
Mileage Type: Actual
Code: LR303A
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM Stereo Tape	Air Conditioning	Air Dam
Alarm System	Aluminum/Alloy Wheels	Anti-lock Brakes
Center Console	Cruise Control	Dual Airbags
Headlight Washers	Heated Power Mirrors	Intermittent Wipers
Keyless Entry System	Limited Slip Differential	Power Brakes
Power Door Locks	Power Steering	Power Windows
Rear Window Defroster	Rear Window Wiper/Washer	Roof/Luggage Rack
Tachometer	Tilt Steering Wheel	Tinted Glass
Trailer Hitch	Velour/Cloth Seats	

Damages

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

04/13/2009 02:36 PM

Page 1 of 3

1	RI	480	Carrier, Spare Tire	R & I Assembly		0.8	SM
2	I	486	Shell, Back Door	Repair		1.5*	SM
3	L	486	# Shell, Back Door	Refinish		2.6*	RF
				1.5 Surface			
				0.6 Two-stage setup			
				0.5 Two-stage			
			# = 10, 13				
4	E	181	01 Decal, Rear Door	BTR9898MUK	\$17.97	0.3	SM
5	E	182	01 Decal, Rear Door	BTR9896MUK	\$15.66	0.3	SM
6	EC	M14	Corrosion Protection	Replace Economy	\$8.00*		SM
7	EC	M17	Cover Car Exterior	Replace Economy	\$4.00*		RF
8	L	M60	Hazardous Waste Removal	Refinish	\$3.00*		SM

8 Items

MC Message

- 01 CALL DEALER FOR EXACT PART # / PRICE
- 10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
- 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$33.63	
Other Parts	\$15.00	
Paint Materials	\$83.20	
Parts & Material Total		\$131.83
Tax on Parts & Material	@ 5.000%	\$6.59

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$52.00	1.4	1.5	2.9	\$150.80
Mech/Elec (ME)	\$86.00				
Frame (FR)	\$54.00				
Refinish (RF)	\$52.00	2.6		2.6	\$135.20
Paint Materials	\$32.00				

Labor Total		5.5 Hours	\$286.00
Tax on Labor	@ 5.000%		\$14.30
Gross Total			\$438.72
Less: Deductible			None-
Net Total			\$438.72

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

Audatex Estimating 5.0.623 ES 04/13/2009 02:36 PM REL 5.0.623 DT 03/01/2009 DB 04/08/2009
 Copyright (C) 2008 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

ROBERT RUSCH, INC.
 1129 INDIANA AVENUE
 SHEBOYGAN, WI. 53081
 OFFICE: (920) 452-8681 FAX: (920) 452-8733

CD LOG NO 6098-1 DATE 04/15/09

SHOP: ROBERT RUSCH INC. INSP DATE: 04/15/09
 ADDRESS: 1129 INDIANA AVE. CONTACT: DAVE
 CITY STATE: SHEBOYGAN, WI PHONE 1: (920) 452-8681
 ZIP: 53081- FAX: (920) 452-8733

OWNER: SHULTS, DAVID HOME PHONE: (920) 627-6562
 ADDRESS: 524 ONTARIO AVE #1
 CITY STATE: SHEBOYGAN, WI
 ZIP: 53081

POINT OF IMPACT: 0

LIC#: STATE: WI VIN: SALJN1244SA147018
 BODY COLOR: DK GREEN MILEAGE:
 CONDITION: GOOD ACCTNG CTL#:

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

1995 LAND ROVER DISCOVERY STD 4DOOR WAGON 8CYL GASOLINE 3.9
 CODE: LR303A/B OPTNS A/24CK

OPTIONS:
 TWO-STAGE - EXTERIOR SURFACES TWO-STAGE - INTERIOR SURFACES
 LUGGAGE RACK FRONT SPOILER

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
RI0500			LADDER, ROOF ACCESS	R&I ASSEMBLY				0.4	1
RI0480			CARRIER, SPARE TIRE	R&I ASSEMBLY				0.8	1
I 0486			SHELL, BACK DOOR	REPAIR				3.0	*1
L 0486	13		SHELL, BACK DOOR	REFINISH				3.4	4
E 0181	01		DECAL, REAR DOOR	BTR9898MUK	17.97			0.3	1
E 0182	01		DECAL, REAR DOOR	BTR9896MUK	15.66			0.3	1
RI0491			W/STRIP, BACK DOOR GLS	R&I ASSEMBLY				1.3	1
RI0495			COVER, REAR DOOR ACCESS	R&I ASSEMBLY				0.5	1
RI0488			ARM, BACK DOOR WIPER	R&I ASSEMBLY				0.2	1
SBM60			HAZARD. WSTE. REM.	SUBLET REPAIR	3.00*				*1*

EC NUTSERT RETAINER. ECONOMY PART 12.00* 0.3*1*

11 ITEMS

MC MESSAGE(S)
01 CALL DEALER FOR EXACT PART NUMBER / PRICE
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS					33.63
OTHER PARTS					12.00
PAINT MATERIAL					108.80
PARTS & MATERIAL TOTAL					154.43
TAX ON PARTS & MATERIAL @				5.000%	7.72
LABOR	RATE	REPLACE HRS	REPAIR HRS		
1-SHEET METAL	52.00	4.1	3.0		369.20
2-MECH/ELEC	70.00				
3-FRAME	56.00				
4-REFINISH	52.00	3.4			176.80
5-PAINT MATERIAL	32.00				
LABOR TOTAL					546.00
TAX ON LABOR		@		5.000%	27.30
SUBLET REPAIRS					3.00
TAX ON SUBLET		@		5.000%	0.15
TOWING					
STORAGE					
GROSS TOTAL					738.60
NET TOTAL					738.60

SHOPLINK U0782 ES CD LOG 6098-1 DATE 04/15/09 01:07:53PM R6.37 CD 04/09
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

1.1 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX 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.

OPEN FOR REPLACEMENT OF ANY HARDWARE



Wisconsin Department of Transportation

www.dot.state.wi.us

T023 4/2002 (Replaces MV2799) P8552072
s.341.10, 341.63, 345.28 Wis. Stats.

DIVISION OF MOTOR VEHICLES
Traffic Violation and Registration Program
4802 Sheboygan Ave.
PO Box 7909
Madison, WI 53707-7909

April 4, 2009

SCHULTS DAVID M
524 ONTARIO AVE #1
SHEBOYGAN WI 53081

Order of Suspension and Refusal

The authority designated below has notified the department under s. 345.28(4) (a) 1, Wisconsin Statutes, that you have one or more parking citations, judgments or associated towing or storage fees that remain unpaid.

Therefore, they have directed the department to suspend and refuse the registration for license plate number 334PAF that is registered in your name. Transfer of ownership of this vehicle is prohibited when the transfer has the effect of defeating the purpose of the suspension.

They have also directed the department to refuse the registration of any vehicle in your name. This means you will not be able to obtain any new license plates, renew any license plates you now own, obtain replacement license plates, or change the gross weight at which a vehicle is registered. If you currently have any non-expiring license plates (e.g. Collector, etc.), they will be cancelled 30 days from the date of this letter unless we receive a Notice of Satisfaction for each unpaid citation or judgment from the authority.

IT IS ILLEGAL TO OPERATE ANY VEHICLE WITH SUSPENDED OR CANCELLED LICENSE PLATES.

Payment **MUST** be made **DIRECTLY** to the payment place shown below. We will reinstate your registration when the authority mails, faxes, or delivers a Notice of Satisfaction of Unpaid Citation to the department indicating that all citations, judgments or fees have been paid. We are unable to accept releases or receipts from you.

Direct any questions to the authority listed below. Please do **NOT** contact the Wisconsin Department of Transportation.

Thank you.

Authority or Delegated Agency:	SHEBOYGAN CITY POLICE DEPARTMENT
Address:	1315 N 23RD ST #101 SHEBOYGAN WI 53081
Phone Number:	(920)459-3336
Case Number:	59SB020509029
Citation:	762364
Date Issued:	December 19, 2008
Amount Due:	\$50.00
Payable At:	SHEBOYGAN CITY POLICE DEPARTMENT 1315 N 23RD ST #101 SHEBOYGAN WI 53081

cc:

Appearance Required: No Yes Date: 05-06-09 K 53829 6

PLACE: CIRCUIT MUNICIPAL Time: 5:30 See back for court/point information

1315 N 123rd Street SHEBOYGAN, WI 53081

Defendant: Non-Individual Name (Last, First, MI) SCHULTS, DAVID M Area Code - Telephone No. 627-6562

6 Street Address: 524 Oakwood Ave #1 Sheboygan WI 53081

7 Driver License Number/ID No. 8439-1737-3024-08 State Exp. Yr. License Class A B C D M O F H N P S T License Endorsements 8 HazMat No. 9 US DOT No.

13 Birth Date 01-24-72 14 Sex M 15 Race W 16 HT 185 17 WT 185 18 Hair Brown 19 Eyes Blue 15 Holds CDL Yes No A B C D M O F H N P S T 16 Vehicle Class A B C D M O F H N P S T 17 Vehicle Endorsements

19 Vehicle License Plate or VIN 20 Plate Type State Exp. Yr. 23 Vehicle Year, Make, Type Color 24 Waiver

334-PAE AUTO WI 2009 1995 Land Rover 400 GLA FAR FIR REC

1 State of WI 2 County Sheboygan 3 City 4 Village 5 Town 27 Defendant Violated Ordin. No. 118-1 28 Adopting State Statute No. 341 03(1)

26 Plaintiff Sheboygan 29 Description of Violation Vehicle Reg. Suspension 30 Overweight 31 Actual Legal Over 32 Violation Zone: CONST. RAILROAD SCHOOL UTILITY

34 Week Day 35 Month - Day - Year 36 Time AM PM 37 County Name Sheboygan 38 CVT Code 61

39 On Hwy Street Name 40 Estimated Mileage 41 From/At Hwy Street Name

13 Print Officer Name 44 Dept. SPD 45 Officer ID No. 46 Date Citation Served 04-10-09 47 Accident Disc. No.

Wisconsin Uniform Citation 49 Passenger Under 16: YES NO Method By MAIL In PERSON Severity FATAL PI PD

2 DEPOSIT BAIL 3 ESTIMATED Points for This Citation

CASH CARD \$ 109.00 3

42 Agency Space

09-0024782

SOUND 30

Appearance Required: No Yes Date: 05-06-09 K 53828 5

PLACE: CIRCUIT MUNICIPAL Time: 5:30 See back for court/point information

1315 N 123rd Street SHEBOYGAN, WI 53081

Defendant: Non-Individual Name (Last, First, MI) SCHULTS, DAVID M Area Code - Telephone No. 627-6562

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334-PAE AUTO WI 2009 1995 Land Rover 400 GLA FAR FIR REC

1 State of WI 2 County Sheboygan 3 City 4 Village 5 Town 27 Defendant Violated Ordin. No. 118-1 28 Adopting State Statute No. 343 44(1)(b)

26 Plaintiff Sheboygan 29 Description of Violation OAS 30 Overweight 31 Actual Legal Over 32 Violation Zone: CONST. RAILROAD SCHOOL UTILITY

34 Week Day 35 Month - Day - Year 36 Time AM PM 37 County Name Sheboygan 38 CVT Code 61

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Wisconsin Uniform Citation 49 Passenger Under 16: YES NO Method By MAIL In PERSON Severity FATAL PI PD

2 DEPOSIT BAIL 3 ESTIMATED Points for This Citation

CASH CARD \$ 109.00 3

42 Agency Space

09-0024782

SOUND 30



Finance Dept., City Hall
 828 Center Avenue
 Sheboygan, WI 53081-4497

PARKING STIP. OTHER AMOUNTS 45.00

GENERAL RECEIPT *

RECEIPT NO. 607265

DATE 4/13/09

RECEIVED BY: 365

FROM:
 DAVID SCHULTS

WFO:
 58546 WI 334PAF 1-7-09

** TOTAL ** -----
 45.00



Finance Dept., City Hall
 828 Center Avenue
 Sheboygan, WI 53081-4497

PARKING STIP. OTHER AMOUNTS 5.00

GENERAL RECEIPT *

RECEIPT NO. 607266

DATE 4/13/09

RECEIVED BY: 365

FROM:
 DAVID M SCHULTS

WFO:
 33710 334PAF 1-27-09

** TOTAL ** -----
 5.00

Customer Invoice
084537
12/23/2008

**FIRESTONE COMPLETE AUTO CARE
SHEBOYGAN
3347 KOHLER MEMORIAL DR STE 46
SHEBOYGAN, WI. 53081**

Service Advisor:
03 PETER
920.458.0375

SCHULTS, DAVID
524 ONTARIO AVE
SHEBOYGAN, WI 53081-4163
920.627.6562

1995 LAND ROVER DISCOVERY
V8-3947 3.9L
Lic #: 334PAF WI Vin #: 5ALJN1244SA147018
In: 12/20/08 9:20AM Mileage: 139,451
Out: 12/23/08 6:34PM

Store # 021148

RETAIL SALE

Description	Article Number	ID	Qty	Unit Price	Extended Price	Job Total
ENGINE DIAGNOSTIC SERVICE		03				99.99
Symptom: Eng:Vehicle Towed In-						
COMPUTERIZED ENGINE ANALYSIS	7024546	10TS	1	99.99	99.99	
COURTESY CHECK		03				
COURTESY CHECK	7046930	10TS	1	N/C	N/C	
: SPARK PLUG REPLACEMENT - 8 CYLINDER :		03				109.99
Symptom: Eng:Turns Over No Ignition-						
SPARK PLUG REPLACEMENT LABOR	7022225	10TS	1	62.07	62.07	
4306 PLATINUM PLUG	7004747	10TN	8	5.99	47.92	
GT-1 5W30 STANDARD OIL CHANGE/FILTER		03				34.49
TF4670 OIL FILTER	7048720	10TN	1	3.99	3.99	
OIL CHANGE LABOR	7029718	10TS	1	9.00	9.00	
USED FILTER RECYCLING CHARGE	7075051	10TN	1	2.50	2.50	
5W30 SYNTHETIC BLEND UP TO 5QTS	7000614	10TN	1	19.00	19.00	
IGNITION PARTS		03				141.26
LU913 ROTOR	7067121	10TN	1	42.38	42.38	
LU932 DIST CAP	7067113	10TN	1	56.88	56.88	
REMOVE & REPLACE DISTRIBUTOR CAP	7042455	10TS	1	42.00	42.00	
BATTERY RECHARGE		03				14.99
Symptom:-						
RECHARGE BATTERY	7017787	10TS	1	14.99	14.99	
: IGNITION WIRES :		03				124.88
9153 LIFETIME WIRES	7023663	10TN	1	82.88	82.88	
REMOVE & REPLACE SPARK PLUG WIRE SET	7030945	10TS	1	42.00	42.00	

Technician(s):
10 KENNETH NEWBURY

Payment History:

Visa	3132	250.00	096410
ECA Check	1001	318.89	5289
Total Tendered		568.89	

Summary:

Parts	253.05
Labor	272.55
Shop Supplies	16.20
Sub-Total	541.80
Tax (5.00%)	27.09
Total	\$568.89

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

Customer Signature	Revision History:	Rev Amt	Init
_____	12/20/2008 02:46PM 920.627.6562 SCHULTS, DAVID	323.83	_____
_____	12/23/2008 12:24PM 920.627.6562 SCHULTS, DAVID	133.77	_____

All parts are new unless otherwise specified.

WISCONSIN
221-10
America's Dairy
REC



1900

00

Suhrke, Laurie

From: RICK HERRERA [RICKHERRERA@afni.com]
Sent: Thursday, September 16, 2010 3:28 PM
To: Suhrke, Laurie
Subject: YOUR CLAIM- 45-09. AFNI- 699334

Follow Up Flag: Follow up
Flag Status: Flagged

There have been no more medical payments. Our balance is \$2757.50.

HOFFMANN, ASHTON

Peril(s):MEDICAL EXPENSE (048, open)

Total Charged Amt: \$3,399.75
Total Allowed Amt: \$1,452.75
Total Paid Amt: \$2,757.50

Bill Detail	Service Date From/To	Billing Provider	Charged Amt	Allowed Amt	Paid Amt	Process Date	Dup	Peril
<u>UB</u>	02/10/2010 - 02/12/2010	AURORA SHEBOYGAN MED CTR	\$1,008.00	\$0.00	<u>\$537.75</u>	05/10/2010	<u>Partial</u>	048
<u>Other Ambulance</u>	02/10/2010	AURORA MED GRP SHEBOYGAN FIRE DEPARTMENT	\$172.00 \$617.00		<u>\$0.00</u> <u>\$617.00</u>	06/15/2010 03/16/2010	<u>Partial</u> No	<u>048</u>
<u>UB</u>	02/10/2010	AURORA SHEBOYGAN MED CTR	\$1,452.75	\$1,452.75	<u>\$1,452.75</u>	02/25/2010	No	048
<u>Other</u>	02/10/2010	AURORA SHEBOYGAN MEM C	\$150.00		<u>\$150.00</u>	02/23/2010	No	048
			Totals:	\$3,399.75	\$1,452.75	\$2,757.50		

Rick Herrera
Subrogation Specialist II

.....
Afni, Inc.
1310 MLK DR
PO BOX 3068
BLOOMINGTON IL 61702
p. 888-767-2361 ext. 3152
f. 309.820.2626
e. rickherrera@afni.com

III

5.6

Res. No. 181 - 11 - 12. By Alderpersons Kittelson, Kath, VanderWeele and Carlson. April 4, 2012.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for the water lateral replacement in N. 13th St. from Michigan Ave. to south of Huron Ave. and north of Huron Ave. to Superior Ave.

RESOLVED: That the assessments and schedule of the proposed assessments prepared by the Board of Water Commissioners for the proposed water lateral replacement in N. 13th St. from Michigan Ave. to south of Huron Ave. and north of Huron Ave. to Superior Ave. are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

BE IT FURTHER RESOLVED: That the Board of Water Commissioners is hereby authorized and directed to carry out the work in accordance with the report, as finally approved, and that payment thereof be made as therein provided.

*Finance
approve*

Jean Kittelson
Paul J. Loh
Julie Kath
Jodi VanderWeele

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

10

III

Res. No. 163 - 11 - 12. By Alderpersons Kittelson, Kath, Carlson and VanderWeele. March 19, 2012

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for replacement of the existing lead and/or galvanized iron water laterals be replaced with copper, of appropriate size, in N. 13th St. from Michigan Ave. to south of Huron Ave. and north of Huron Ave. to Superior Ave.

RESOLVED: That the replacement of the existing lead and/or galvanized iron water laterals be replaced with copper, of appropriate size, in N. 13th St. from Michigan Ave. to south of Huron Ave. and north of Huron Ave. to Superior Ave. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats., and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of \$100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds \$5,000.00 for a single parcel of property, under §66.0703, Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 40-50 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

Copy
for your
information

Passed on 3/19/12
→

1947

1947

1947

III

5.8

Res. No. 183 - 11 - 12. By Alderperson Bohren. April 4, 2012.

A RESOLUTION authorizing the appropriate City officials to execute an Agreement for Access to Property and Environmental Remediation with the U.S. EPA Great Lakes National Program Office.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Agreement for Access to Property and Environmental Remediation between the City of Sheboygan and the U.S. Environmental Protection Agency Great Lakes National Program Office, substantially in the form as set forth in the copy attached, related to the conduct of the dredging, dewatering and transport of sediments from the Sheboygan River Great Lakes Legacy Act Project and the Sheboygan Harbor Dredging Project.

*P.W.
Approve*

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

5.9

Res. No. 184- 11 - 12. By Alderperson Bohren. April 4, 2012.

A RESOLUTION authorizing the appropriate City officials to execute Amendment No. 2 Scope of Work for Aid Agreement between the Wisconsin Department of Natural Resources and the City of Sheboygan in the amount of \$3,327,000 for the implementation of the Sheboygan River Area of Concern Habitat Restoration Projects.

WHEREAS, the Common Council previously approved \$510,000 for procurement of construction materials and design services for the design of the Habitat Restoration projects;

WHEREAS, additional funding shall be provided to the City (and the County through the City) for implementation of restoration projects from the Great Lakes Restoration Initiative Grant received by the DNR;

RESOLVED: That the appropriate City officials are hereby authorized to execute Amendment No. 2 Scope of Work for Aid Agreement with the City of Sheboygan and Sheboygan County for Design of Sheboygan River Area of Concern Habitat Restoration Projects substantially similar in the form as set forth in the copy attached.

*P. W.
approve*

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

12

III

Amendment 2

Scope of Work for Aid Agreement with the City of Sheboygan and Sheboygan County for Design of Sheboygan River Area of Concern Habitat Restoration Projects

I. Background

This amendment includes the Scope of Work for implementation of the restoration projects. Provisions of the original scope of work remain the same unless amended in this agreement.

II. Scope of Work

The additional scope of work will encompass implementation of the Kiwanis Park Shoreline Restoration, Wildwood Island Area Restoration, Taylor Drive & Indiana Avenue Area Wetland Restoration and Shoreline Stabilization in Problem Areas projects. The plans prepared by the design contractor (SEH team) serve as a guide for the scope of work to be performed. The additional items in the scope include implementation of the restoration designs and subsequent maintenance according to the prepared plans, preparation of another approved Quality Assurance Project Plan (implementation phase) and retaining construction oversight/resident engineering services. All necessary tasks to accomplish these items are included in the scope, including meetings and coordination with the Project Team and regulators.

III. Deliverables

Additional deliverables of this project include:

- Implementation of the restoration projects.
- An approved Quality Assurance Project Plan.
- A summary of public meeting minutes.

All work products must be approved by DNR and will be retained as property of DNR.

IV. Partnership and Cooperation

Provisions of this section will remain the same. The project team will include Chad Pelishek for the City of Sheboygan and a new representative for Sheboygan County to replace Bill Bittner and Pat Miles after their retirements.

V. Funding

Invoicing and payment provisions of this section will remain the same. Additional funding shall be provided to the City (and County through the City) for the implementation of restoration projects from a Great Lakes Restoration Initiative Grant received by DNR. For the scope of work, the funding to the City and County shall be:

City and County Project Management	\$40,000
Construction Oversight/Resident Engineering	\$85,000
Kiwanis Park Shoreline Restoration	\$1,790,000
Taylor Drive & Indiana Avenue Area Wetland Restoration	\$560,000
Wildwood Island Area Restoration	\$590,000
<u>Shoreline Stabilization in Problem Areas</u>	<u>\$262,000</u>
Total	\$3,327,000

This funding is in addition to the following funding under provided through:
Amendment 1

Procurement of Owner Provided Construction Material	\$25,000
Original Scope of Work	
City and County Project Management	\$35,000
Kiwanis Park Shoreline Restoration	\$250,000
Taylor Drive & Indiana Avenue Area Wetland Restoration	\$100,000
<u>Wildwood Island Area Restoration</u>	<u>\$100,000</u>
Total	\$485,000

Staff time for project management and other administrative costs directly attributable to the project incurred by the City and County are reimbursable by the project funding up to \$75,000.

Final reports and deliverables must be approved by the DNR before final payment is made. No City of Sheboygan or Sheboygan County property tax dollars are contemplated to be spent on this project.

VI. Schedule

Additional Items for the Schedule include:

Anticipated Bid Package Release	April 30, 2012
Anticipated Implementation Contract Award	????
Substantial Completion of Implementation	September 30, 2012
Completion of Monitoring and Maintenance	November 30, 2015

III

Other Matters

9.6

Res. No. 185 - 11 - 12. By Alderperson Bohren. April 4, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (1) Replacement Steel Dump Body for the current semi-trailer dump truck.

WHEREAS: The City of Sheboygan Motor Vehicle Department owns and maintains an East brand semi-trailer dump truck equipped with an aluminum dump body and;

WHEREAS: The current dump body is cracked and worn to a point where it can only be safely used for the hauling of certain materials, primarily snow, while the chassis and hydraulic system are in excellent condition and;

WHEREAS: The Department of Public Works has an ongoing need for a vehicle of this size to haul a wide variety of other materials including soil, stone, asphalt and trees and requires a "rock" style body.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with De Cleene Trailer Sales Inc. of DePere WI for an East Brand Steel Replacement rock body at a cost of \$24,935.59 and will recycle the current body for scrap value;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw on the Motor Vehicle Maintenance fund, Account #701-36100-522110 in payment of same.

*Pub Works
Approve*

James A. Bohren

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

II

Other Matters

9.1

R. O. No. 417 - 11 - 12. By PURCHASING AGENT. April 4, 2012.

Submitting a report relative to the purchase of an East Brand 30 foot Steel tub style body to be mounted onto the City's existing East Brand tri-axle semi trailer chassis.

De Cleene Trailer Sales of DePere WI is the certified East brand dealer for the State of WI. A quote dated 3/15/2012 obtained from the vendor of \$24,935.59 is on file.

The Motor Vehicle Department will install the body onto the chassis utilizing many of the existing parts including the hydraulic lift cylinder.

Since only East brand bodies will fit onto an East brand chassis, and the vendor is the East factory certified dealer in our area, the need for competitive bidding is waived.

Following completion, the aluminum body to be replaced will be sold for scrap with the proceeds to be realized by the City of Sheboygan.

*Sub. to file.
All file*

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

APR 5 '12 PM 1:49

Date 4/5/2012

My name is Rhyan Zimmerman.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1322 Nth 12th

St.

Signature Rhyan Zimmerman

Phone No (920) 331-1084

Claim # 32-11
Hony
APR 5 12 PM 12:51

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

**PERSONAL INJURY
ATTORNEYS**

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
* ** # MATTHEW B. GARMAN
*JAMES MICHAEL STURINO
JOHN D. GEORGIN

* Licensed in Wisconsin
** Licensed in Illinois
Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

April 3, 2012

City of Sheboygan
City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Lisa Lee
Date/Injury: March 13, 2012

To Whom It May Concern:

Enclosed herewith please find 2 original Notice of Injury Forms relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies, and then return the same to my office in the envelope herein.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Timothy J. Rymer
Timothy J. Rymer *de*

TJR/to
Enclosures

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

Claim # 32-11
Klong
APR 5 12 PM 12:14

NOTICE OF INJURY

TO: City of Sheboygan
City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Shoreline Metro
Ms. Traci Robinson
608 S. Commerce Street
Sheboygan, WI 53081


Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Lisa Lee, an adult, residing at 2509 N. 11th Street, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Lisa Lee, an adult resident of the City of Sheboygan, residing at 2509 N. 11th Street, Sheboygan, WI, are GENDLIN Liverman, and Rymer S.C., 10335 W. Oklahoma Ave., Suite 300, Milwaukee, Wisconsin 53227.

2. That Lisa Lee sustained serious personal injuries at approximately 8:36a.m. on March 13, 2012 at North Avenue and N. 7th Street, in the City and County of Sheboygan when a vehicle driven by Brenton Dekker failed to yield the right of way to a City of Sheboygan/Shoreline Metro bus that Lisa Lee was a passenger on. Mr. Dekker was otherwise negligent causing the City of Sheboygan/Shoreline Metro bus to strike his vehicle.

3. That a proximate cause of said injuries was the negligence of Brenton Dekker causing serious injuries.

4. That James Scheunert, driver of the Shoreline Metro Bus was negligent in regards to the operation, look out, management and control of the bus.

sent
4-5-12
12:45 PM


5. That a proximate cause of said injuries was of the negligence of Brenton Dekker and James Scheunert, driver of the Shoreline Metro Bus on which Lisa Lee was a passenger.

6. That as a result of the aforestated incident, Lisa Lee sustained serious personal injuries, pain, suffering and disability, incurred medical expenses, loss of earnings.

7. That the undersigned is one of the attorneys for Lisa Lee , and is, therefore, authorized to give this Notice of Injury.

Dated at Milwaukee, Wisconsin, this 3rd day of April, 2012

GENDLIN, LIVERMAN, and Rymer S.C.

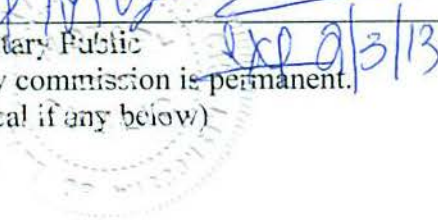
BY: Timothy J. Rymer
Timothy J. Rymer

P.O. ADDRESS

Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF milwaukee
Subscribed and sworn to before me this
This 3 day of April, 2012.

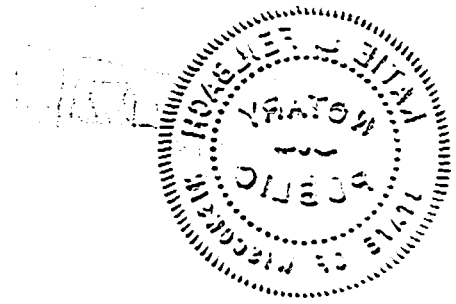
[Signature]
Notary Public
My commission is permanent.
(Seal if any below)



The following information was obtained from the records of the
 Department of Health, Education and Welfare, Office of the
 Assistant Secretary for Health, Education and Welfare, Office of
 the Inspector General, Washington, D.C.

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 the Inspector General, Washington, D.C.

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 Department of Health, Education and Welfare, Office of the
 Assistant Secretary for Health, Education and Welfare, Office of
 the Inspector General, Washington, D.C.



APR 8 12 10:34

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY;

Plaintiff,

vs.

Case No. 11-CV-1018
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$5,000.00

PETER J. ZABEL and JANE DOE,
unknown spouse of Peter J. Zabel; and
TANYA D. ZABEL and JOHN DOE,
unknown spouse of Tanya D. Zabel; and
CITY OF SHEBOYGAN; and
COLUMBIA ST. MARYS, INC.,
d/b/a MARSHO FAMILY MEDICAL GROUP; and
SHEBOYGAN COUNTY;

Defendants.

NOTICE OF FORECLOSURE SALE

PLEASE TAKE NOTICE that by virtue of a judgment of foreclosure entered on November 8, 2011, in the amount of \$44,516.32, the Sheriff will sell the described premises at public auction as follows:

TIME: May 16, 2012 at 10:00 o'clock a.m.

- TERMS:**
1. 10% down in cash or certified funds at the time of sale; balance due within 10 days of confirmation of sale; failure to pay balance due will result in forfeit of deposit to plaintiff.
 2. Sold "as is" and subject to all legal liens and encumbrances.
 3. Buyer to pay applicable Wisconsin Real Estate Transfer Tax.

PLACE: Sheboygan County Administrative Building, located at 508 New York Avenue, Sheboygan, Wisconsin.

DESCRIPTION: Situated in the County of Sheboygan, State of Wisconsin, and described as follows: The West Fifteen (15) feet of Lot Fifteen (15) and all Lot Sixteen (16) of Block Twenty-Two (22), Lake View Park Subdivision of Sheboygan, Wisconsin.

PROPERTY ADDRESS: 834 Whitcomb, City of Sheboygan.

TAX KEY NO.: 59281312830

Todd Priebe
Sheriff of Sheboygan County, WI

O'DESS AND ASSOCIATES, S.C.
Attorneys for Plaintiff
1414 Underwood Avenue, Suite 403
Wauwatosa, WI 53213
(414) 727-1591

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

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

I hereby certify that on 4/11/12
I served an exact copy of the within document on the
following named persons at their last known address by
mail pursuant to Sec. 801.14 (2), Wis. Stats.

O'DESS AND ASSOCIATES, S.C.

By: _____
Persons Served:

Peter J. Zabel
Tanya D. Zabel
City of Sheboygan
Atty Lori A. Healey
Sheboygan County

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

U.S. BANK, NATIONAL
ASSOCIATION, AS SUCCESSOR
TRUSTEE TO BANK OF AMERICA,
N.A., AS SUCCESSOR TO LASALLE
BANK, N.A., AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF THE SAIL
2005-1 TRUST FUND
5401 N. BEACH STREET
FT. WORTH, TX 76137

Plaintiff

Vs.

CHRISTOPHER D. WEBER
1713 N. 5TH ST.
SHEBOYGAN, WI 53081

GINA M. WEBER
1713 N. 5TH ST.
SHEBOYGAN, WI 53081

HOUSEHOLD FINANCE
CORPORATION III
C/O CT CORPORATION SYSTEM
8040 EXCELSIOR DR., SUITE 200
MADISON, WI 53717

CITY OF SHEBOYGAN DEPARTMENT
OF CITY DEVELOPMENT
828 CENTER AVE., SUITE 104
SHEBOYGAN, WI 53081

Defendants

CIRCUIT COURT BRANCH 1
L EDWARD STENDEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS

Case No. **12CV0281**

Case Code No. 30404

CLERK CIRCUIT COURT
12 APR -2 PM 2:37
SHEBOYGAN, WI 53081

SUMMONS

THE STATE OF WISCONSIN

To each person named above as Defendant:

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

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

4-9-12 1:26P
[Handwritten Signature]

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

**Nan Todd
Clerk of Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081**

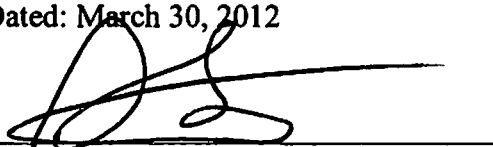
And to plaintiff's attorneys, whose address is:

**Adam C. Lueck
Johnson, Blumberg & Associates, LLC
230 W. Monroe St.,
Chicago, IL 60606**

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the 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: March 30, 2012



Adam C. Lueck
State Bar No. 1081386
Johnson, Blumberg, & Associates, LLC
230 W. Monroe Street, Suite 1125
Chicago, Illinois 60606
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 12 7092

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

U.S. BANK, NATIONAL
ASSOCIATION, AS SUCCESSOR
TRUSTEE TO BANK OF AMERICA,
N.A., AS SUCCESSOR TO LASALLE
BANK, N.A., AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF THE SAIL
2005-1 TRUST FUND
5401 N. BEACH STREET
FT. WORTH, TX 76137

Plaintiff

COMPLAINT

Case No. **12CV0281**

Vs.

Case Code No. 30404

CHRISTOPHER D. WEBER
1713 N. 5TH ST.
SHEBOYGAN, WI 53081

GINA M. WEBER
1713 N. 5TH ST.
SHEBOYGAN, WI 53081

HOUSEHOLD FINANCE
CORPORATION III
C/O CT CORPORATION SYSTEM
8040 EXCELSIOR DR., SUITE 200
MADISON, WI 53717

CITY OF SHEBOYGAN DEPARTMENT
OF CITY DEVELOPMENT
828 CENTER AVE., SUITE 104
SHEBOYGAN, WI 53081

Defendants

Now Comes U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE
TO BANK OF AMERICA, N.A., AS SUCCESSOR TO LASALLE BANK, N.A., AS
TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE SAIL 2005-1 TRUST FUND,
Plaintiff, by its attorney, Adam C. Lueck of Johnson, Blumberg & Associates, LLC, as and for a
complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Christopher D. Weber and Gina M. Weber are adults who executed a mortgage that is the subject of this foreclosure action against the property located at 1713 N. 5th St., Sheboygan, Wisconsin 53081 and shall hereinafter be referred to as mortgagor defendants.
3. That the mortgaged real estate is presently owned by Christopher D. Weber and Gina M. Weber.
4. On or about November 29, 2004, for value received Christopher D. Weber and Gina M. Weber executed and delivered to Full Spectrum Lending, Inc., a note in writing dated that date and thereby promised to pay the principal balance of NINETY-TWO THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$92,550.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.
5. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendants duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Full Spectrum Lending, Inc., which mortgage was dated on November 29, 2004 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on December 7, 2004 as Document Number 1752367.
6. Subsequently, Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Full Spectrum Lending, Inc. assigned said mortgage to U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR TO LASALLE BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE SAIL 2005-1 TRUST FUND and a true copy of said assignment is attached as Exhibit C. Plaintiff is the current holder of said mortgage.
7. The mortgagor defendants failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for July 1, 2011 to the present, and there is now due and owing to Plaintiff the principal sum of \$89,116.18, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.

8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendants in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.

9. The property consists of a one to four unit family residence commonly known as 1713 N. 5th St., Sheboygan, Wisconsin 53081. Upon information and belief, the premises is owner occupied and has not been abandoned by the mortgagor defendants. The legal description of the property is stated on the recorded mortgage and is as follows:

LOT SEVEN (7) BLOCK TWO (2) IN ASSESSMENT SUBDIVISION NO.4,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX KEY NO: 59281000980

10. That the mortgagor defendants expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six (6) 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 against any of the defendants and consents that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

11. Household Finance Corporation III is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage from Christopher D. Weber and Gina M. Weber to Full Spectrum Lending, Inc. in the amount of \$30,850.00 by instrument dated November 29, 2004 and filed on December 7, 2004 as Document No. 1752368 of Sheboygan County Records. Subsequently assigned from Full Spectrum Lending, Inc. to Countrywide Home Loans, Inc. dated February 15, 2007 filed on February 27, 2007 as Document No. 1820333 of Sheboygan County Records. Subsequently assigned from Countrywide Home Loans, Inc. to Household Finance Corporation III dated December 10, 2004 filed on May 21, 2007 as Document No. 1827077 of Sheboygan County Records and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.

12. City of Sheboygan Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage from Christopher D. Weber and Gina M. Weber to City of Sheboygan, Department of City Development in the amount of \$9,791.00 by instrument dated May 16, 2008 and filed on May 21, 2008 as Document No. 1853336 of Sheboygan County Records and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
13. That the other defendants, if any, may 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:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a two (2) month redemption period. In the event the subject property is determined to be not owner-occupied pursuant to section 846.103 of the Wisconsin Statutes, Plaintiff demands a three (3) month redemption period.
2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. 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;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 30, 2012

Respectfully submitted,

U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR
TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR
TO LASALLE BANK, N.A., AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF THE SAIL 2005-1 TRUST
FUND

By: 

Adam C. Lueck State Bar No. 1081386
Johnson, Blumberg & Associates, LLC
Its Attorney

Adam C. Lueck
Attorney for Plaintiff
Johnson, Blumberg, & Associates, LLC
230 W. Monroe Street, Suite 1125
Chicago, Illinois 60606
Ph. 312-541-9710
Fax 312-541-9711
JB&A #WI 12 7092

ORIGINAL

LOAN #:

ADJUSTABLE RATE NOTE (LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

NOVEMBER 29, 2004
[Date]

SHEBOYGAN
[City]

WISCONSIN
[State]

1713 N 5TH ST, SHEBOYGAN, WI 53081-2839
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 92,550.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FULL SPECTRUM LENDING, INC.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on

JANUARY 01, 2005. 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 as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 01, 2034, 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

P.O. Box 660694, Dallas, TX 75266-0694

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 647.12. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

WISCONSIN ADJUSTABLE RATE NOTE - LIBOR INDEX - Single Family

CONV

● BC - ARM Note
2D154-WI (01/01)(d)

Initials: *CPW Ymu*



EXHIBIT A

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN & THREE-QUARTERS percentage point(s) (7.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.000 % or less than 7.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE & ONE-HALF percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.500 % or less than 7.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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. The Note Holder will use all of my Prepayments to reduce the amount of Principal that I owe under this Note.

If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

I may prepay this Note in full at any time without penalty. This always applies if the original loan amount is less than \$25,000 or if I do not occupy the home.

If the original Principal amount of this loan exceeds \$25,000 and is secured by a mortgage on a home which I occupy in whole or in part and if within the first _____ months after the execution of the Note, I make any prepayment(s) within any 12-month period, the total of which exceeds 20 percent (20%) of the original Principal amount of this loan, I will pay a prepayment penalty in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds 20 percent (20%) of the original principal amount of the loan.

6. 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN 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 5.000 % 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.

8. 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.

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. 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.

10. 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.

11. UNIFORM SECURED NOTE

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

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.




CHRISTOPHER D. WEBER (Seal) -Borrower




GINA M. WEBER (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS
WITHOUT RECOURSE
FULL SPECTRUM LENDING, INC.
BY 
David A. Spector
Managing Director
Countrywide Home Loans, Inc.
as Attorney-in-Fact for Full Spectrum Lending, Inc.

PAY TO THE ORDER OF [Sign Original Only]
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
BY 
David A. Spector
Managing Director

1752367

MORTGAGE

SHEBOYHAN COUNTY, WI
RECORDED ON

DOCUMENT NUMBER

12/07/2004 01:02PM

NAME & RETURN ADDRESS
COUNTRYWIDE HOME LOANS, INC.
MS 8V-79 DOCUMENT PROCESSING
F.O.Box 10423
Van Nuys, CA 91410-0423

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 39.00
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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 NOVEMBER 29, 2004, together with all Riders to this document.

(B) "Borrower" is
CHRISTOPHER D WEBER, AND GINA M WEBER, HUSBAND AND WIFE, AS SURVIVORSHIP
MARITAL PROPERTY

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. 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.

(D) "Lender" is
FULL SPECTRUM LENDING, INC.

Lender is a CORPORATION
organized and existing under the laws of CALIFORNIA
Lender's address is
4500 Park Granada, Calabasas, CA 91302

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 29, 2004. The Note states that Borrower owes Lender
NINETY TWO THOUSAND FIVE HUNDRED FIFTY and 00/100

Dollars (U.S. \$ 92,550.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2034.

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

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

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CDL Lmw
Form 3050 1/01

GA(WI) (006) 01 OHL (11/01)(d) VMP MORTGAGE FORMS - (229) 21-7221
OCN/WA



EXHIBIT

B

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(3) "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.

(B) "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
 - VA Rider
 - Condominium Rider
 - Planned Unit Development Rider
 - Reverse Payment Rider
 - Second Home Rider
 - 1-4 Family Rider
 - Other(s) [Specify]
- ADJUSTABLE RATE RIDER

(1) "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.

(1) "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.

(B) "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, telephone instrument, computer, or magnetic tape so as to order, transmit, 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 clearhouse transfers.

(1) "Inventory Items" means those items that are described in Section 3.

(1) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage 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) condemnation in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(1) "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.

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

(1) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successor and assigns of MERS, with power of sale, the following described property located in the

COUNTY of _____
SHERBOGAN
Name of Borrowing Individual: _____
Type of Borrowing Individual: _____

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of
1713 N 5TH ST, SHERBOGAN

Wisconsin 53081-2839 ("Property Address");
(Street/Ch)
129 Oak

made *CPG* *Shms*
Form 3000 (07)

DOC ID #: [REDACTED]

or all Borrow Items. Lender may revoke Borrower's obligation to pay to Lender Funds for any or all Borrow 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 amount due for any Borrow 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 the Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Borrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Borrow 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 Borrow 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 secured under this Section 9.

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 Borrow 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 Borrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, currently analyzing the escrow account, or rectifying 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 attempt to Borrower for the entire 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:** Lender, Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which can attach prior to or after the Security Instrument, household 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 Borrow 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) cures the lien in good faith by, or defends against enforcement of the lien by, 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 attach prior to or after the 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 insurable, 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 this preceding sentence 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 surveys; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time resurveys or similar charges 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.

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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 fire, 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 repair 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 90 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. This 90-day period will begin when the notice is given. In either event, or if Lender requires, 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 amount 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's Integrity. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or become worse 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 expediting or restoring the Property only if Lender has released proceeds for such purpose. 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 person or entity acting at the direction of Borrower or with Borrower's knowledge or consent gives material false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations made, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

Mortgage Insurers establish 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 that 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 "negative reinsurance." Further:

(a) Any such agreements will not affect the amount 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 Borrowers 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; *Inter alia*. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender,

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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 impaired, Dashing 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 repair 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 impaired, 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 90 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 such action has occurred, reimburse 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; Forfeiture. By Lender Not a Waiver. Extension of the time for payment or modification or satisfaction 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 satisfaction 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 involving, 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. 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.

Handwritten signature and text: *CHL* Form 5330 1/01

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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 in such release in writing. This covenant and agreement 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 debt, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by crediting 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. **Notice.** 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 that 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 shown, but such evidence shall not be considered as a prohibition against agreement by contract. In the event that any provision or abuse 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 those 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.

DOC ID #: [REDACTED]

19. Borrower's Right to Redeem 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 redeem; 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 Attorney's 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 obligations to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reimbursement 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, instrumentally or entirely; or (d) Electronic Funds Transfer. Upon reimbursement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to redeem shall not apply in the case of acceleration under Section 18.

20. State of Note; Change of Loan Servicer; Notice of Closures. 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 REGRA 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 action 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 a reasonable 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 use 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 spillage, 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.

DOC ID #: [REDACTED]

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

21. 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 21, 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:

Christopher D. Weber (Seal)
CHRISTOPHER D. WEBER -Borrower

Gina M. Weber (Seal)
GINA M. WEBER -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF WISCONSIN,

DOQ ID #: [REDACTED]

The foregoing instrument was acknowledged before me this

Sheboygan

County as:

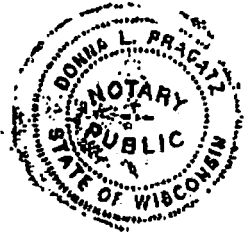
11-29-04

by Christopher D + Gina M Weber

My Commission Expires: *6-26-05*

Donna L Praczyk
Notary Public, State of Wisconsin

This instrument was prepared by
MARIA PEREZ-ARELLANO
FULL SPECTRUM LENDING, INC.
1600 GOLF ROAD, THIRD FLOOR, ROLLING MEADOWS, IL 60008



UNOFFICIAL COPY

File No.: 408606

EXHIBIT A

Lot Seven (7), Block Two (2), Assessment Subdivision No. 4, City of Sheboygan, Sheboygan County,
Wisconsin.

Tax Key #59281000980

(Space Above This Line For Recording Data)

ADJUSTABLE RATE RIDER
(LIBOR Index - Rate Caps)

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
59281000980

Prepared By:
MARIA PEREZ-ARELLANO
FULL SPECTRUM LENDING, INC.

1600 GOLF ROAD, THIRD FLOOR
ROLLING MEADOWS
IL 60008

[Redacted]
(Doc ID #)

THIS ADJUSTABLE RATE RIDER is made this TWENTY-NINTH day of
NOVEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the
Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the
undersigned (the "Borrower") to secure Borrower's Note to
FULL SPECTRUM LENDING, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1713 N 5TH ST
SHEBOYGAN, WI 53081-2839
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE
INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE
AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE
TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR INDEX - Single Family
CONV
© 80 - ARM Rider
2U183-JX (01/01)(2)

In/Tab: *Colt Lmw*



DOC ID #: [REDACTED]

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN & THREE-QUARTERS percentage point(s) (7.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.000 % or less than 7.750 %. Thereafter, my interest rate will never be increased or decreased on any Change Date by more than single ONE & ONE-HALF percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.500 % or less than 7.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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.

Initials: *CLL* *SMW*

DOC ID #: [REDACTED]

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

Christopher D. Weber (Seal)
CHRISTOPHER D. WEBER - Borrower


Gina M. Weber (Seal)
GINA M. WEBER - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

ASSIGNMENT OF MORTGAGE

Recording Requested By:
 Bank of America
 Prepared By: Mary Ann Hierman
 888-603-9311
 When recorded mail to:
 CoreLogic
 450 E. Boundary St.
 Atn: Release Dept.
 Chapln, SC 29036



DocID# [REDACTED]
 Tax ID: 59281008980
 Property Address:
 1713 N 5th St
 Sheboygan, WI 53081-2839
 WB-124 1/15/12 12/15/2011

1935748
 SHEBOYGAN COUNTY, WI
 RECORDED ON
 12/15/2011 2:17 PM
 ELLEN R. SCHLEICHER
 REGISTER OF DEEDS
 RECORDING FEE: 30.00
 EXEMPTION #
 Cashier ID: 9
 PAGES: 1

MIN #: 1000157-0004415488-4 MERS Phone #: 888-675-6377

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto U.S. BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., AS SUCCESSOR TO LASALLE BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE SAIL 2005-1 TRUST FUND whose address is 18350 PARK MEADOWS DR, LITTLETON, CO 80124 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights secured or to accrue under said Mortgage.

Original Lender: FULL SPECTRUM LENDING, INC.
 Mortgageor(s): CHRISTOPHER D WEBER, AND GINA M WEBER, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY
 Date of Mortgage: 11/29/2004
 Original Loan Amount: \$92,550.00
 Recorded in Sheboygan County, WI on: 12/7/2004, book N/A, page N/A and instrument number 1732367

Property Legal Description:
 LOT SEVEN (7), BLOCK TWO (2), ASSESSMENT SUBDIVISION NO. 4, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. TAX KEY 849281008980

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on DEC 13 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Witness: Richard Paz

By: Kathy Orland Assistant Secretary

State of California
 County of Ventura

On DEC 13 2011 before me, Wendy L. Lau, Notary Public, personally appeared Kathy Orland, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Wendy L. Lau
 Notary Public: Wendy L. Lau
 My Commission Expires: 12/17/2012

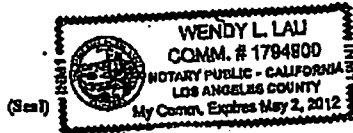
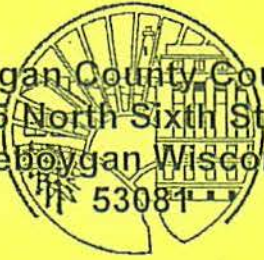


EXHIBIT C

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin



**Sheboygan County
Foreclosure Mediation Program
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): 20__CV_____

Name of Homeowner(s): _____

Property Address: _____
(street, city or town, zip code)

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

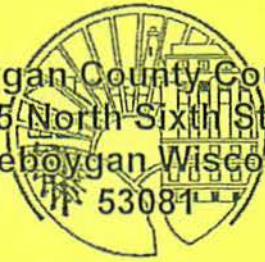
Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

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

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin



Sheboygan County
Foreclosure Mediation Program
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.

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, with whom have you met? _____

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 subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

VI

25-65

R. C. No. 444- 10 - 11. By SPECIAL COMMITTEE ON RISK MANAGEMENT.
April 6, 2011.

Your Committee to whom was referred the following:

acted on 4/16/12

1. R. O. No. 504-08-09 by the City Clerk submitting a claim from David Schults for alleged damages to his vehicle and license plates when Police Officers attempted to remove the rear license plate;

acted on 12/5/11

2. R. O. No. 299-09-10 by the City Clerk submitting a claim from Ernest Evraets for alleged injuries when he tripped on the uneven sidewalk near N. 6th St. and St. Clair Ave.;

acted on 2/20/12

3. R. O. No. 342-09-10 by the City Clerk submitting a communication from McLario, Helm & Bertling, S.C. regarding their client, Frank S. Lubotsky, who was allegedly wrongfully imprisoned pursuant to a Writ of Commitment signed by the Municipal Court Judge;

acted on 6/11/11

4. R. O. No. 505-09-10 by the City Clerk submitting a Notice of Injury in the matter of Amanda J. McGettrick and the Sheboygan Transit System for alleged injuries while alighting from a bus operated by a Transit bus driver on the corner of S. 8th St. and Georgia Ave.;

acted on 8/15/11

5. R. O. No. 26-10-11 by the City Clerk submitting a claim from Lawrence Frazier for alleged injuries when he fell down on un-cleared snow in front of a house at 1416 Indiana Ave.

6. R. O. No. 55-10-11 by the City Clerk submitting a Notice of Intent to Pursue Claim from Progressive Northern Insurance Company on behalf of their insured Gary Gabryel regarding a claim arising out of a motor vehicle vs. bicyclist accident;

acted on 7/8/11

7. R. O. No. 113-10-11 by the City Clerk submitting a Notice of Violation/Notice of Claim from the Department of Natural Resources stating they have reason to believe that the City's Wastewater Treatment Plant is in violation of regulations related to the land spreading of wastewater treatment sludge;

acted on 6/6/11

8. R. O. No. 393-10-11 by the City Clerk submitting a claim from John Prinsen for alleged damages to his vehicle while pulling out of a parking spot and pulling forward, a Police Department employee began backing out of his parking spot and struck the vehicle;

acted on 6/11/11

9. R. O. 458-10-11 by the City Clerk submitting a claim from Robert Theis for alleged damages to his tire because the street sank about two feet and caused several inches of ice to form, thus causing his car to be pulled into the curb damaging the tire; and

closed
5-16-11
paid

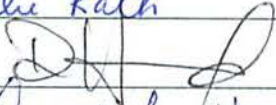
10. R. O. No. 459-10-11 by the City Clerk submitting a claim from Horace Hummel for damages to his vehicle when a snow plow hit something hard, which kicked the plow blade out and striking his car in the rear driver side door;

recommends that the documents be referred to the Special Committee on Risk Management of the new Common Council.

*Refer to Risk
of new Council*

*4/16/12 - refer to
new CC*

Julie Kath



Wm F. Bongeme

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4-30

R. O. No. 55 - 10 - 11. By CITY CLERK. May 17, 2010.

Submitting a Notice of Intent to Pursue Claim from Progressive Northern Insurance Company on behalf of their insured Gary Gabryel regarding a claim arising out of a motor vehicle vs. bicyclist accident.

Rick
refer to
new C.C

Susan Richards

City Clerk

II

11-30

Handwritten notes

May 7, 2010

claim # 5-10

Sheboygan Police Dept
1315 N 1315 N 23rd St
Sheboygan WI 53081

Re: Our Insured: Gary Gabryel
Our Claim#: 093236354
Date of Loss: 9/30/09
Your Employee: Robert Schuttey

NOTICE OF INTENT TO PURSUE CLAIM

Dear Police Dept:

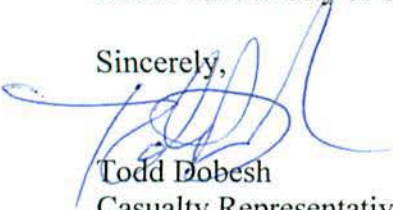
We are writing to put you on notice of Progressive's intent to pursue a claim for contribution against the City of Sheboygan due to the negligent conduct of its employee, Robert Schuttey.

The claim arises out of a motor vehicle vs. bicyclist accident which occurred at the intersection of Wilson & 16th Street, in front of Wilson Elementary School, on the morning of 9/30/09. Mr. Schuttey was the crossing guard on duty at the intersection that morning. Our investigation has revealed that Mr. Schuttey failed to properly control pedestrian traffic that morning.

There have been criminal charges presented against our insured driver. Testimony has been provided by your employee. You had knowledge of the incident and have not been prejudiced by this late notice of intent to pursue a claim.

We ask that you please provide us with contact information for the liability insurance carrier for the City of Sheboygan.

Sincerely,



Todd Dobesh
Casualty Representative
Progressive Northern Insurance Company
116 E Bell Street
Neenah WI 54956

Direct Line: (920)969-6523

II

15-30

R. O. No. 273 - 11 - 12. By CITY CLERK. November 7, 2011.

Submitting a claim from Elaine Arpke for alleged injuries when she fell at the Sheboygan Senior Activity Center.

~~Arpke~~
refer to
new C.C.

Lucas Richards
City Clerk

12-30

III

12

12-30

DATE RECEIVED 10-27-11

RECEIVED BY L Long

CLAIM NO. 22-10

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: ELAINE M APPKE
2. Home address of Claimant: 913 BROADWAY ST APT 23 SHEBOYGAN FALLS
3. Home phone number: 467-2085
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) AUG 8th 1:00 PM

6. Where did damage or injury occur? (give full description) SHEBOYGAN SENIOR CENTER FALL BRUISES INSIDE RIGHT KNEE

7. How did damage or injury occur? (give full description) WALKED UP TO DOOR TO PARKING LOT A.S.T OPENED DOOR I FOUND MYSELF FLAT ON MY BACK

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").

Right side of my Body didn't go To Doctor Right AWAY BUT its STILL hurting And went To DR

11. Name and address of any other person injured:

GAESTER AT SHEBOYGAN ORTHOPEDICS AND Therapy

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

Auto: \$ _____

Property: \$ _____

Personal injury: _____ \$ _____

Other: (Specify below) \$ _____

TOTAL _____ pending

Damaged vehicle (if applicable)

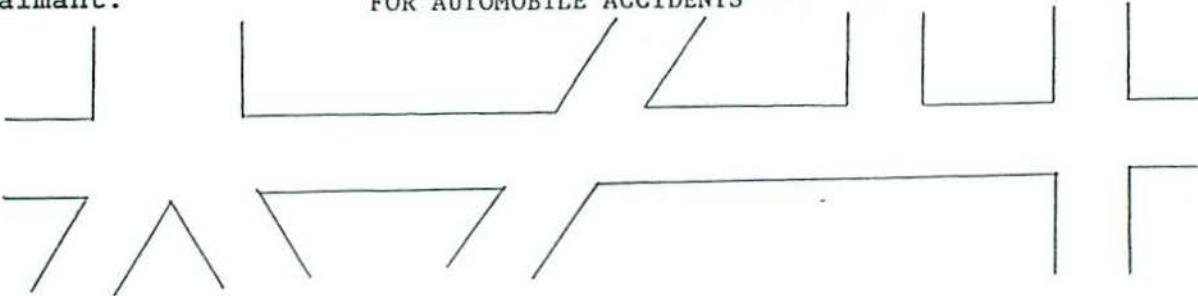
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

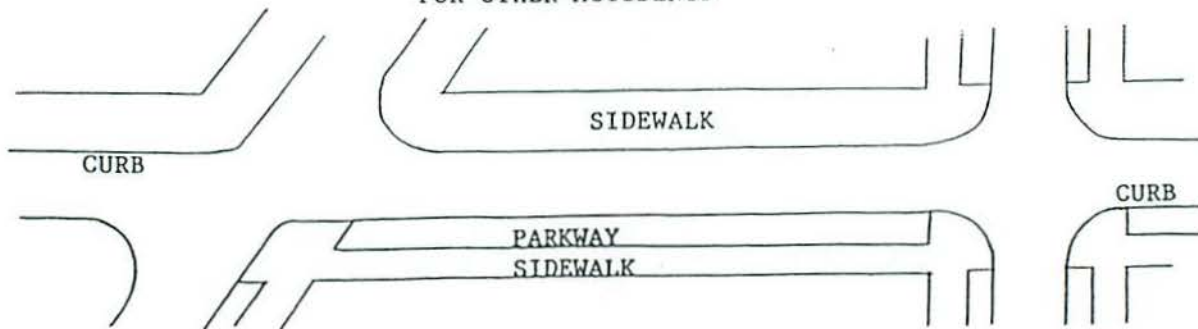
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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:

Elaine Asple

Date:

10/27/2011

DATE RECEIVED 10-27-11

RECEIVED BY Llong

CLAIM NO. 22-11

CLAIM

Claimant's Name: ELAINE M ARPKE
Claimant's Address: 915 BROADWAY ST
SHEBOYGAN FALLS
Claimant's Phone No. 467-2085

Auto \$ _____
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____

TOTAL pending

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

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

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

SIGNED: Elaine M Arpke

DATE: 10/27/2011

ADDRESS: 915 BROADWAY APT 23
SHEBOYGAN FALLS

II

3.3

R. O. No. 379 - 11 - 12. By CITY CLERK. March 5, 2012.

Submitting a communication from Atty. William S. Cole being a Notice of Claim in the matter of the Sheboygan River Dredging Project.

*Risks
refer to
new C.C.*

Susan Richards

City Clerk

WILLIAM S. COLE
Attorney at Law
2945 Triverton Pike Drive, Suite 101
Fitchburg, WI 53711-7508

Claim # 30-11
William S. Cole
FEB 28 '12 11:42

Phone: (608) 221-0079

wcole@execpc.com

Fax: (608) 221-7335

February 27, 2012

Ms. Julie Glancey
County Clerk
Sheboygan County
Administration Bldg.
1st Floor - Rm. 129
508 New York Ave.
Sheboygan, WI 53081

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE**

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

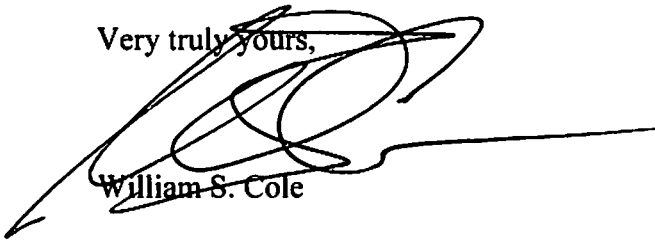
**CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE**

RE: Notice of Claim – Sheboygan River Dredging Project

Dear Ms. Glancey and Ms. Richards:

On behalf of the identified claimant, enclosed please find a notice of claim pursuant sec. 893.80 of the Wisconsin Statutes.

Very truly yours,


William S. Cole

WSC:oc
Enclosure

cc: Mr. Charles Grosskreutz (w/ encl.)

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

the 10th of the month of the year 1900
the 10th of the month of the year 1900

the 10th of the month of the year 1900
the 10th of the month of the year 1900

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the 10th of the month of the year 1900

6. The work described in paragraphs 1 and 3 above constitutes a public work within the meaning of section 59.52(29) of the Wisconsin Statutes and, therefore, all contracts for any work must be let to the lowest responsible bidder by Sheboygan County.

7. The work described in paragraph 3 above is beyond the legal authority granted to Sheboygan County under Chapter 59 of the Wisconsin Statutes to undertake.

8. The work described in paragraph 3 above is beyond the legal authority granted to the Sheboygan County highway department under Chapter 83 of the Wisconsin Statutes to perform.

9. Sheboygan County and the Sheboygan County highway department are specifically prohibited from performing the work described in paragraph 3 above by section 66.0901(11) of the Wisconsin Statutes because a private party is financing the work, or a portion thereof.

10. Upon information and belief, the employees performing the work to be performed by the Sheboygan County highway department will not be paid wages as required by the State of Wisconsin Prevailing Wage Law (sections 66.0903 and 103.49) and the federal Davis-Bacon Act.

11. For the above reasons, the work described in paragraphs 1 and 3 above may not be performed by Sheboygan County or the Sheboygan County highway department and must be let by contract to the lowest responsible bidder. Further any individuals performing such work must be paid wages in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

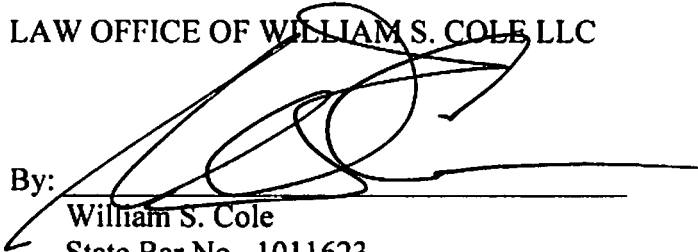
WHEREFORE, the above claimants request the contract for the work described in paragraph 3 above be let by contract to the lowest responsible bidder and all individuals performing such work be paid in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

Dated: February 27, 2012

2945 Triverton Pike Dr., Ste. 101
Fitchburg, WI 53711
(608) 221-0079
(608) 221-7335 FAX
wcole@execpc.com

LAW OFFICE OF WILLIAM S. COLE LLC

By:


William S. Cole
State Bar No. 1011623
Attorney for the Claimant

II

19-10

R. O. No. 334- 11 - 12. By CITY CLERK. January 3, 2012.

Submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Section 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works.

~~Quote~~
refer to
new CC.

Susan Richards
City Clerk

100

III

100

Handwritten text

Claim # 16-11

WRITTEN NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO SECTION 893.80(1)(a), WIS. STATS. (1995-96)

TO: Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue
Suite 304
Sheboygan, WI 53081

Process Server: Bruce Casmer
Time: 12:40 PM Date 12/27/11
Address of serve 828 Center Avenue
Suite 304 Sheboygan, WI 53081
Person Served: Linda Hong
Deputy Clerk

Mr. Gary Niemann
c/o City of Sheboygan Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

Personal Substitute
 Posted Corporate

NOTICE OF CIRCUMSTANCES OF CLAIM as required by Sec. 893.80(1)(a), Wis. Stats. (1995-96), is hereby given to the City of Sheboygan that Jaime Olivas suffered personal injuries and wrongful death and has a claim therefore under the following circumstances:

1. That Jaime Olivas was an adult residing at 2216A Kroos Court, Sheboygan, Wisconsin 53081.
2. That on the 29th day of November, 2011, at approximately 8:50 a.m. Mr. Olivas was crossing North 6th Street in the City of Sheboygan, Wisconsin when he was struck and killed by a leaf collector truck operated by Gary Niemann.
3. That the City of Sheboygan was negligent for wrongful death of Jaime Olivas.

PLEASE TAKE NOTICE that this is a Notice of Circumstances of Claim, Sec. 893.80(1)(a), Wis. Stats. (1993-94). It is not a claim under Sec. 893.80(1)(b), Wis. Stats. (1995-96). Therefore, there is nothing for the City of Sheboygan to allow or disallow with respect to this document. There is no requirement that the Estate of Jaime Olivas file a claim, as opposed to a Notice of Circumstances of Claim, within 120 days of November 29, 2011. See Figgs v. City of Milwaukee, 121 Wis.2d 44, 357 N.W.2d 548 at 552 (1984).

Dated this 21 day of December, 2011.

MAILING ADDRESS:
The Law Offices of David J. Lisko, S.C.
14170 W. Greenfield Avenue
Brookfield, WI 53005
(262) 785-9400

LAW OFFICES OF DAVID J. LISKO S.C.
Attorneys for Jaime Olivas (Deceased)
Estate of Jaime Olivas



David J. Lisko

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, DAVID BIEBEL
State Bar No. 1005056

II

11-24

R. O. No. 183-11-12. By CITY CLERK. September 6, 2011.

Submitting a Summons and Complaint in the matter of JFM1, LLC vs. City of Sheboygan.

*Riske
refer to Riske
new C.C.*

Susan Richards

City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ____

JFM1, LLC
Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081,

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

Plaintiff,

v.

Case No. 11CV0818
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

SUMMONS

SHEBOYGAN COUNTY
WISCONSIN
11 JUL 26 AM 1:05
CLERK/CIRCUIT COURT
FILED

STATE OF WISCONSIN:

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22

COPY

East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

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

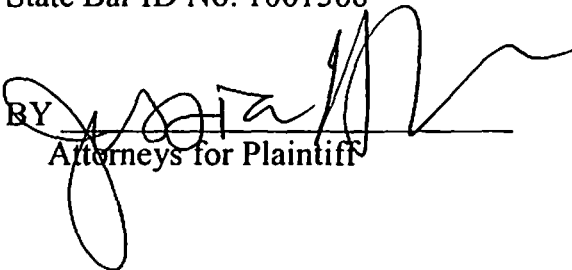
Dated this 25th day of July, 2011.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

REINHART6409502

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY 
Attorneys for Plaintiff

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ____

JFM1, LLC
Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. **11CV0818**
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

COMPLAINT

SHEBOYGAN COUNTY
WISCONSIN
11 JUL 26 AM 10:59
CLERK CIRCUIT COURT
FILED

Plaintiff JFM1, LLC ("JFM1"), by its undersigned counsel, Reinhold

Boerner Van Deuren s.c., for its Complaint against the defendant City of
Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on the property owned by JFM1 for the year 2010, plus statutory interest, with respect to a certain parcel of real property in the City (the "Property").

2. JFM1 is the owner of the Property located at 3347 Kohler Memorial Drive and identified on the City tax rolls as Tax Parcel No. 59281 215850. JFM1

COPY

is responsible for the payment of property taxes, and the prosecution of property tax disputes involving the Property.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Second Floor, in the City of Sheboygan.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

5. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2010 Assessment

6. For 2010, property in the City was assessed at 100.089% of its fair market value as of January 1, 2010.

7. For 2010, property tax was imposed on property in the City at the rate of \$24.95 per \$1,000 of the assessed value.

8. For 2010, the City's assessor set the assessment of the Property at \$12,424,400.

9. JFM1 timely appealed the 2010 assessment of the Property to the City's Board of Review pursuant to Wis. Stat. § 70.47, and the City's Board of Review sustained the assessment at the value listed in paragraph 8 above.

10. Based on the assessment, the assessment ratio, and tax rate described in paragraphs 6, 7 and 8, the City imposed tax on the Property in the amount of \$309,912.16.

11. JFM1 timely paid property taxes imposed by the City on the subject Property for 2010, or the required installment thereof.

12. On January 27, 2011 JFM1 timely served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "Claim"). A true and correct copy of the Claim is attached hereto as Exhibit A and is incorporated herein by reference.

13. On or about April 29, 2011, JFM1 received a letter from the City, stating that the City Board considered the Claim and disallowed the Claim in its entirety. A true and correct copy of the Notice of Disallowance is attached hereto as Exhibit B and is incorporated herein by reference.

CLAIM FOR RELIEF

2010 Assessment

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2010 was no higher than \$6,539,300.

16. Based on the assessment ratio of 100.089% described in paragraph 6, the correct assessment of the Property for 2010 is no higher than \$6,545,119.98.

17. Based on the tax rate of \$24.95 per \$1,000 of assessed value described in paragraph 7, the correct amount of property tax on the Property for 2010 is no higher than \$163,300.74.

18. The 2010 assessment of the Property as set by the City's Board of Review was excessive and, upon information and belief, violated the Uniformity Clause of the Wisconsin Constitution. As a result, the property tax for 2010 imposed on the Property owned by the JFM1 was excessive in at least the amount of \$146,611.42.

19. JFM1 is entitled to a refund of 2010 tax in the amount of \$146,611.42, or such greater amount as may be determined to be due to JFM1, plus statutory interest.

WHEREFORE, JFM1 respectfully requests the following relief:

A. A determination that the assessment for 2010 of the Property should be no higher than \$6,545,119.98;

B. A determination that the correct tax on the Property for 2010 should be no higher than \$163,300.74;

C. Judgment in the amount of \$146,611.42, or such greater amount as may be determined due to JFM1, plus statutory interest;

D. An award of all litigation costs incurred by JFM1 in this action, including the reasonable fees of its attorneys; and

E. Such other and further relief as the Court deems appropriate and just.


Dated this 25th day of July, 2011.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

REINHART6408236

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY 
Attorneys for JFMI

January 24, 2011

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

Deputy Clerk
Linda Long
CLAIM FOR EXCESSIVE ASSESSMENT
DELIVERED BY MESSENGER

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

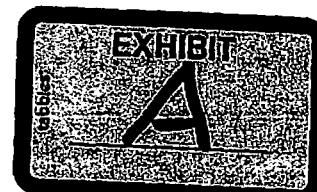
[Signature]
1-27
Linda Long

Dear Clerk:

Re: Property No.: 59281 215850

Now comes Claimant, JFM1, LLC, owner of parcel 59281 215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37.

1. Claimant is owner of the Property located at 3347 Kohler Memorial Drive, in the City of Sheboygan, Wisconsin, is responsible for taxes on the Property, and is authorized to bring this claim in its own name.
2. For 2010, property in the City was assessed at 100.089% of its fair market value as of January 1, 2010, and was taxed at \$24.95 per \$1,000 of the assessed value.
3. The 2010 assessment of the Property was set by the City Assessor's office as \$12,424,400.
4. Claimant has made a timely appeal to the Board of Review, which sustained the assessment as \$12,424,400.
5. Based on the assessment, the City imposed tax on the Property in the amount of \$309,912.16.



Sue Richards, Clerk
January 24, 2011
Page 2

6. The fair market value of the Property for 2010 is no higher than \$6,539,300.

7. In addition, the Property was not assessed uniformly in compliance with Article VIII, Section 1 of the Wisconsin Constitution.

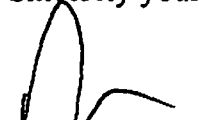
8. Based on the assessment ratio set forth in paragraph 2, the correct assessment of the Property for 2010 should be no higher than \$6,545,119.98.

9. Based on that assessment, the correct tax on the Property for 2010 should be no higher than \$163,300.74.

10. The amount of this claim is \$146,611.42, plus interest thereon.

Dated at Madison, Wisconsin, this 24th day of January, 2011.

Sincerely yours,



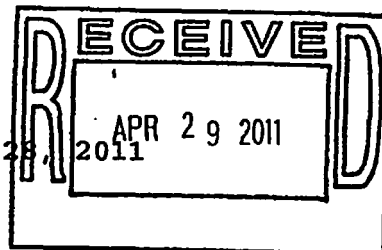
Don M. Millis

REINHART\S802740JT:JT

cc John Matheson (electronically w/ enc.)



April 28, 2011



CERTIFIED MAIL

JFM1, LLC
c/o Mall Office, Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081-8305

Re: ~~Claim for Excessive Assessment~~ Against City of
Sheboygan
Tax Parcel No. 59281-215850

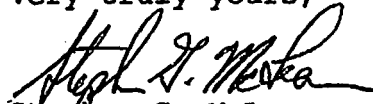
Dear Sirs:

At its meeting on April 18, 2011, the Common Council of the City of Sheboygan considered the above-referenced claim of JFM1, LLC dated January 24, 2011 and filed on January 27, 2011. The Common Council denied the claim for excessive assessment in full. The claimant may commence an action in circuit court to recover the amount of the claim not allowed.

Please be advised that pursuant to sec. 74.37(3)(d), Wis. Stats., the action must be commenced within 90 days after the date of receipt of this letter.

If you have any further questions on this claim, you may contact the City Attorney's office at (920) 459-3917.

Very truly yours,


Stephen G. McLean
CITY ATTORNEY

SGM/gmp

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

cc: ~~Attorney Don M. Millis~~
Ms. Susan Richards
Ms. Laurie Suhrke
Mr. Lee Grosenick



II

11-25

R. O. No. 184-11-12. By CITY CLERK. September 6, 2011.

Submitting a Summons and Complaint in the matter of Walgreen Co. vs. City of Sheboygan.

~~Rick~~
Refer to Rick
new CC.

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH _____

WALGREEN CO.
200 Wilmot Road
Deerfield, Illinois 60015,

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

Plaintiff,

v.

Case No. **11CV0817**
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

STATE OF WISCONSIN:

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22

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

SHEBOYGAN COUNTY
WISCONSIN
11 JUL 26 AM 05:59
CLERK CIRCUIT COURT
FILED

COPY

East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

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


Dated this 25th day of July, 2011.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

REINHARTV7506561

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY 
Attorneys for Plaintiff

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH _____

WALGREEN CO.
200 Wilmot Road
Deerfield, Illinois 60015,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

11CV0817

Case No. _____

Money Judgment - 30301

COMPLAINT

SHEBOYGAN COUNTY
WISCONSIN
11 JUL 26 AM 05:59
CLERK CIRCUIT COURT
FILED

Plaintiff Walgreen Co. ("Walgreens"), by its undersigned counsel, Reinhart, Boerner, Van Deuren s.c., for its Complaint against the defendant City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. §74.37(3)(d), for a refund of excessive real estate taxes imposed on Walgreens by the City for the year 2010, plus statutory interest, with respect to three parcels of real property in the City ("the Properties").

2. Walgreens is an Illinois corporation duly registered to conduct business in Wisconsin. Walgreens is the tenant on the Properties and is

COPY

responsible for the payment of property taxes, and the prosecution of property tax disputes involving the Properties.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue in the City.

4. The Properties are located at 1029 N. 14th Street, 2702 Calumet Drive and 3320 South Business Drive in the City and are identified in the City's records as Tax Parcel Nos. 59281205930; 59281629780 and 59281431734.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2010 Assessment

7. For 2010, property in the City was assessed at 100.09% of its fair market value as of January 1, 2010.

8. For 2010, property tax was imposed on property in the City at the rate of \$24.95 per \$1,000 of assessed value.

9. For 2010, the City's assessor set the assessment on the Properties as follows:

1029 N. 14th Street (#59281205930)	\$2,588,100
------------------------------------	-------------

2702 Calumet Drive (#59281629780)	\$2,485,500
3320 South Business Drive (#59281431734)	\$2,400,000.

10. Walgreens timely appealed the 2010 assessment of the Properties to the City's Board of Review pursuant to Wis. Stat. § 70.47, and the City's Board of Review sustained the assessment at the value listed in paragraph 9 above.

11. Based on those assessments, the City imposed tax on the Properties as follows:

1029 N. 14th Street (#59281205930)	\$64,494.80
2702 Calumet Drive (#59281629780)	\$61,934.91
3320 South Business Drive (#59281431734)	\$59,801.67.

12. Walgreens timely paid property taxes imposed by the City on the Properties for 2010, or the required installment thereof.

13. On January 27, 2011, Walgreens timely served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "Claim"). A true and correct copy of the claim is attached hereto as Exhibit A and is incorporated herein by reference.

14. On or about April 14, 2011, the City sent a letter to Walgreens stating that the Common Council considered the Claim and disallowed the Claim in its entirety. A true and correct copy of the Notice of Disallowance is attached hereto as Exhibit B and is incorporated herein by reference.

CLAIM FOR RELIEF

2010 Assessment

15. The allegations of paragraphs 1-14 are incorporated as if fully re-alleged herein.

16. The fair market value of the Properties as of January 1, 2010 were no higher than:

1029 N. 14th Street (#59281205930)	\$1,528,000
2702 Calumet Drive (#59281629780)	\$1,472,000
3320 South Business Drive (#59281431734)	\$1,528,000.

17. Based on the assessment ratio of 100.09% described in paragraph 7, the correct assessments of the Properties for 2010 are no higher o higher than:

1029 N. 14th Street (#59281205930)	\$1,529,375
2702 Calumet Drive (#59281629780)	\$1,473,325
3320 South Business Drive (#59281431734)	\$1,529,375.

18. Based on the tax rate of \$24.95 per \$1,000 of assessed value described in paragraph 8, the correct amount of property tax on the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	\$38,157.91
2702 Calumet Drive (#629780)	\$36,759.45
3320 South Business Drive (#431734)	\$38,157.91.

19. The 2010 assessment of the Property as set by the City's Board of Review was excessive, and, upon information and belief, violated the uniformity clause of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2010 was excessive in at least the amount of \$73,156.06.

20. Walgreens is entitled to a refund of 2010 tax in the amount of \$73,156.06, or such greater amount as may be determined to be due to Walgreens, plus statutory interest.

WHEREFORE, Plaintiff Walgreen Co. demands the following:

A. A determination that the assessments of the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	\$1,529,375
2702 Calumet Drive (#59281629780)	\$1,473,325
3320 South Business Drive (#59281431734)	\$1,529,375;

B. A determination that the correct taxes on the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	\$38,157.91
2702 Calumet Drive (#629780)	\$36,759.45
3320 South Business Drive (#431734)	\$38,157.91; and

C. Judgment in the amount of \$73,156.06, or such greater amount as may be determined due to Walgreens, plus statutory interest;

D. An award of all litigation costs incurred by Walgreens in this action, including the reasonable fees of its attorneys; and

E. Such other and further relief as the Court deems appropriate and just.

Dated this 25th day of July, 2011.

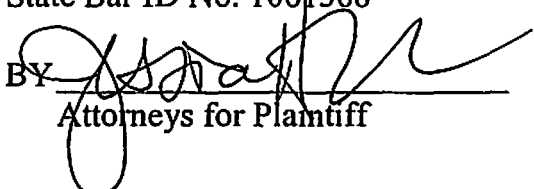
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

REINHARTV7501544

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY


Attorneys for Plaintiff

January 25, 2011

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIMS FOR EXCESSIVE ASSESSMENT

DELIVERED BY MESSENGER

Sue Richards, Clerk
City of Sheboygan
828 Center Ave., 2nd Floor
Sheboygan, WI 53081

Dear Clerk:

Re: Tax Parcel Nos.: 59281205930;
59281629780 and 59281431734

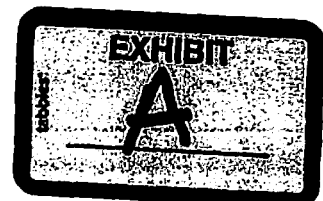
Now comes Claimant, Walgreen Co., tenant on parcels 59281205930; 629780 and 431734 (the "Properties") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files these Claims for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37.

1. Claimant is tenant on the Properties located at 1029 N. 14th Street, 2702 Calumet Drive and 3320 South Business Drive, Sheboygan, Wisconsin, is responsible for taxes on the Properties, and is authorized to bring these claims in its own name.

2. For 2010, properties in the City were assessed at 100.09% of its fair market value as of January 1, 2010, and was taxed at \$24.95 per \$1,000 of the assessed value.

3. The 2010 assessments of the Properties were set by the City Assessor's office as follows:

1029 N. 14th Street (#59281205930)	\$2,588,100
2702 Calumet Drive (#59281629780)	\$2,485,500
3320 South Business Drive (#59281431734)	\$2,400,000



4. Claimant made timely appeals to the Board of Review, which sustained the assessments as follows:

1029 N. 14th Street (#59281205930)	\$2,588,100
2702 Calumet Drive (#59281629780)	\$2,485,500
3320 South Business Drive (#59281431734)	\$2,400,000

5. Based on the assessments, the City imposed a tax on the Properties as follows:

1029 N. 14th Street (#59281205930)	\$64,494.80
2702 Calumet Drive (#59281629780)	\$61,934.91
3320 South Business Drive (#59281431734)	\$59,801.67

6. The fair market value of the Properties for 2010 are no higher than:

1029 N. 14th Street (#59281205930)	\$1,528,000
2702 Calumet Drive (#59281629780)	\$1,472,000
3320 South Business Drive (#59281431734)	\$1,528,000

7. In addition, the Properties were not assessed uniformly in compliance with Article VIII, Section 1 of the Wisconsin Constitution.

8. Based on the assessment ratio set forth in paragraph 2, the correct assessments of the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	\$1,529,375
2702 Calumet Drive (#629780)	\$1,473,324
3320 South Business Drive (#431734)	\$1,529,375

9. Based on those assessments, the correct tax on the Properties for 2010 should be no higher than:


1029 N. 14th Street (#59281205930)	\$38,157.91
2702 Calumet Drive (#59281629780)	\$36,759.45
3320 South Business Drive (#59281431734)	\$38,157.91

Clerk
January 25, 2011
Page 3

10. The amount of the claims is \$73,156.06.

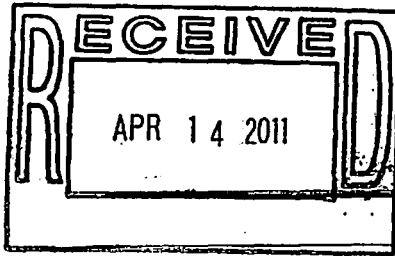
Dated at Madison, Wisconsin, this 25th day of January, 2011.

Sincerely yours,



Don M. Millis

REINHART5843899JHK:JHK



e-filed

April 13, 2011

CERTIFIED & RESTRICTED MAIL

Walgreen Co.
c/o Attorney Don M. Millis
Reinhart Boerner Van Deuren S.C.
22 East Mifflin Street
Suite 600
Madison, WI 53703

Re: Claim Against the City of Sheboygan
Date of Loss: 2010

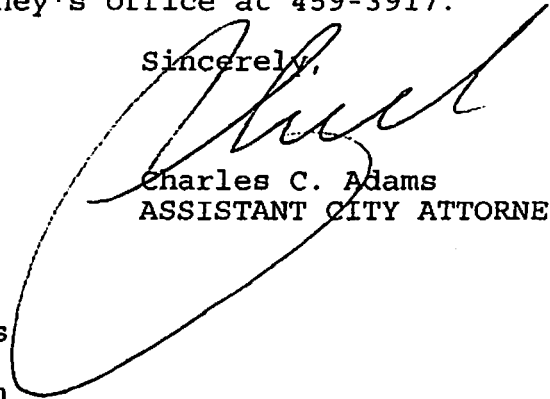
Dear Mr. Millis:

At its meeting on April 6, 2011, the Common Council of the City of Sheboygan considered the claim filed on January 27, 2011 for damages allegedly received by Walgreen Co. The Common Council denied the claim in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,


Charles C. Adams
ASSISTANT CITY ATTORNEY

CCA/gmp

cc: Ms. Susan Richards
Ms. Laurie Suhrke
Mr. Thomas E. Mann

CITY ATTORNEY'S OFFICE
CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919



II

11-27

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

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

~~Route~~
refer to
new CO.

Lisa Richards
City Clerk

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

AMERICAN FAMILY MUTUAL INSURANCE COMPANY,
302 North Walbridge Avenue
Madison, Wisconsin 53783-0001

CIRCUIT COURT BRANCH #6
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

v.

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

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

and

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

Defendants.

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

SHEBOYGAN COUNTY
WISCONSIN

11 AUG 11 P1:09

CLERK CIRCUIT COURT
FILED

SUMMONS

THE STATE OF WISCONSIN TO:

Each person named above as a defendant:

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

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

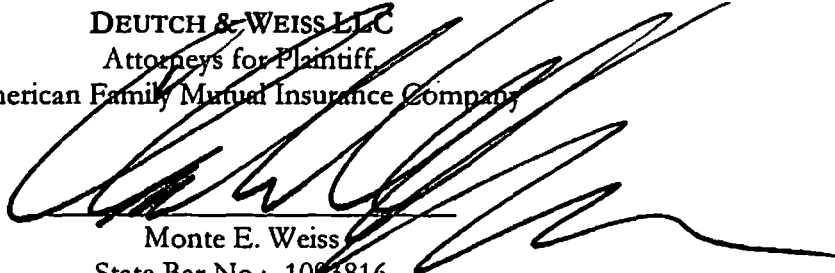
COPY: atty'S OFFICE, JIM AMODEO, LAURIE SUHRKE, CHIEF DOMOGALSKI

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

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

Dated this 3rd day of August, 2011.

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



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

P.O. ADDRESS

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

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

AMERICAN FAMILY MUTUAL INSURANCE COMPANY,

Plaintiff

v.

Case No.:
Case Code: 30201

11CV0873

CITY OF SHEBOYGAN and
PAUL C. OLSEN

Defendants.

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

COMPLAINT

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

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

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

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

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

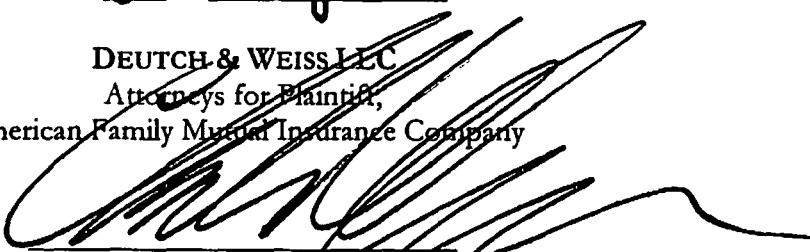
10. Pursuant to its policy of insurance and laws of the State of Wisconsin, the American Family Mutual Insurance Company is subrogated to the rights of its insured against the Defendants, City of Sheboygan and Paul C. Olsen.

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

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

Dated this 3rd of August 2011.

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



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

P.O. ADDRESS

DEUTCH & WEISS LLC

7670 North Port Washington Road

Suite 200

Milwaukee, Wisconsin 53217

(414) 247-9958 (Telephone)

(414) 247-9959 (Facsimile)

III

5.7

Res. No. 182 - 11 - 12. By Alderperson Sampson. April 4, 2012.

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

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

Establishing appropriation for 2012 Mead Public Library Budget Modifications for Merit Plan:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Mead Library Fund Unreserved Fund Balance 255-253000	Mead Library Fund Library-Administration Salaries & Benefits 25551100-5XXXXX	\$6,205
	Library-Adult Services Salaries & Benefits 25551110-5XXXXX	\$5,470
	Library-Building Operations Salaries & Benefits 25551120-5XXXXX	\$5,125
	Library-Children's Services Salaries & Benefits 25551140-5XXXXX	\$4,940

*Finance
lost - (4-1)*

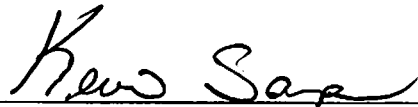
Mead Library Fund
Library-Building Operations
Gas Utility
25551120-525140

Mead Library Fund
Library-Children's Services
Salaries & Benefits
25551140-5XXXXX \$3,095

Library-Circulation Services
Salaries & Benefits
25551150-5XXXXX \$9,755

Establishing appropriation for 2012 Mead Public Library Budget Building Maintenance:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Mead Library Fund Unreserved Fund Balance 255-253000	Mead Library Fund Library-Building Operations Building Maintenance 25551120-524110	\$9,675



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

6.8

Subs. of Res. No. 171 - 11 - 12. By Alderperson Bohren. April 16, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (1) Crew Cab Short box 4WD pickup truck for the Motor Vehicle Department.

WHEREAS: The Sheboygan Department of Public Works Director and the Superintendent of Streets are provided a vehicle by the City through the Motor Vehicle Department and;

WHEREAS: The personnel assigned to these duties require a vehicle capable of accommodating up to (4) persons as well as tools and equipment and;

WHEREAS: Personnel having similar duties and responsibilities at the County Highway Department have used similar vehicles for several years and found them to be well suited for their various duties and;

WHEREAS: The purchase of these items through the access of previously negotiated State of WI Contracts relieves the City from public bidding for the purchase.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford for the purchase of the vehicle described above at a cost of \$28,475.50 including license and title fees;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from Account 70136100 641100 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

VIII

2.13

R. C. No. 375 - 11 - 12. By PUBLIC WORKS. April 4, 2012.

Your Committee to whom was referred the following:

1. R. O. No. 396-11-12 by the Purchasing Agent submitting a report relative to the City entering into agreement to purchase (2) new 2012 Ford F-150 XLT Quad Cab 4WD trucks for the Motor Vehicle Fund;
2. Res. No. 171-11-12 by Alderperson Bohren authorizing the Purchasing Agent to enter into contract for the purchase of (2) Crew Cab Short box 4WD pickup trucks for the Motor Vehicle Department;

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

*Decker/Bohren
Ac + Ad*

*Res pass: Bohren/Kath
BAWTT:
to Refer to P.W.
all eyes*

*amend Res. to purchase
only 1 truck or have the truck
used by the C.O.A be returned
to Pub Works.
(subs)*

James A. Bohren

Jodi VanderWeel

510

IIIIV

III

6.8

Res. No. 17 | - 11 - 12. By Alderperson Bohren. March 19, 2012.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) Crew Cab Short box 4WD pickup trucks for the Motor Vehicle Department.

WHEREAS: The Sheboygan Department of Public Works Director and the Superintendent of Streets are provided a vehicle by the City through the Motor Vehicle Department and;

WHEREAS: The personnel assigned to these duties require a vehicle capable of accommodating up to (4) persons as well as tools and equipment and;

WHEREAS: Personnel having similar duties and responsibilities at the County Highway Department have used similar vehicles for several years and found them to be well suited for their various duties and;

WHEREAS: The purchase of these items through the access of previously negotiated State of WI Contracts relieves the City from public bidding for the purchase.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford for the purchase of the vehicle(s) described above at a cost of \$28,475.50 each including license and title fees;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from Account 70136100 641100 In payment thereof.

Pitt approved

James A. Bohren

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 4th day of April, 2012.

Dated April 5 2012. Susan Richards, City Clerk

Approved April 5 2012. _____, Mayor

II

5.10

R. O. No. 396 - 11 - 12. By PURCHASING AGENT. March 19, 2011.

Submitting a report relative to the City entering into agreement to purchase (2) new 2012 Ford F-150 XLT Quad cab 4WD pickup trucks with short cargo boxes for use by Director of Public Works and the Street Superintendent through the Motor Vehicle Fund.

2012 Ford F-150 XLT Quad Cab 4WD pickup trucks

Ewald's Hartford Ford \$28,475.50 each including license and title

The units are to be purchased off the State of WI/V.A.L.U.E Contract and as such, precludes the City from having to competitively bid the vehicle.

The vehicle will be purchased through the Motor Vehicle fund and is included in the 2012 Budget.

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

*Put
in file*

X

Other Matters

9.9

Gen. Ord. No. 85- 11 - 12. By Alderperson Bohren. April 4, 2012.

AN ORDINANCE repealing and recreating Section 29-105 of the 1975 Municipal Code relating to car allowances for city officers and employees so as to change the allowable reimbursement rate on a per mile basis.

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

Section 1. Section 29-105 of the 1975 Sheboygan Municipal Code entitled "Car Allowances" is hereby repealed and recreated so as to provide for reimbursement on a per mile basis ten cents (\$0.10) per mile less than the amount approved by the Internal Revenue Service for income tax purposes, so that said Section, as repealed and recreated, shall read as follows:

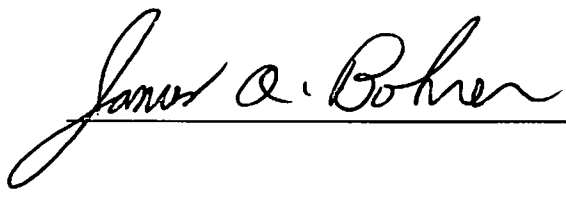
"Sec. 29-105. Car Allowances.

Officers or employees who are required to use their privately owned automobiles in the conduct of city business are entitled to reimbursement on a per mile basis at the amount which is ten cents (\$0.10) per mile less than the amount approved by the Internal Revenue Service for income tax purposes. Changes as a result of official increases or decreases announced by the Internal Revenue Service will not be retroactive but shall be effective on the first of the month following the announced increase or decrease by the Internal Revenue Service. To be eligible for reimbursement, an employee must comply with the following:

- (1) Complete a travel log on the form prescribed by the city, indicating date, point of origin, destination and mileage per call in even tenths of a mile. Daily travel between the employee's residence and his/her normal work station is not reimbursable except if the employee is required to attend meetings outside normal working hours for which he/she is not being paid.
- (2) Have the department head sign the travel log which indicates his/her verification and approval.
- (3) Submit the approved travel log to the finance department by the first of the month for payment.
- (4) Maintain personal liability and property damage insurance on the automobile as required by law."

Finance
approve.

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



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

APR 12 '12 4:10:11

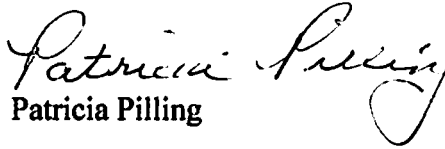
April 12, 2012

Susan Richards, City Clerk
828 Center Ave,
Sheboygan, WI 53081

Dear Ms. Richards:

Attached are six pages of a petition which we circulated concerning reducing the deer population in the northeast area of the City of Sheboygan. Please submit them to the Council.


Glenn Pilling


Patricia Pilling

330 Geele Ave.
458-6885
gpilling@milwpc.com

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

APR 12 '12 AM 10:14

To the Mayor and Common Council of the City of Sheboygan:

We, the undersigned, being residents and/or property owners in the northeast area of the City of Sheboygan, hereby request action be taken to reduce the number of deer roaming our area of the City.

Whereas the large number of deer cause damage to flowers, trees and shrubs, leave "surprise" piles of feces in both parks and private yards, and occasionally jump through windows and cause vehicle collisions, it is in the public interest to limit their population in the City just as it is in rural areas.

Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Patricia Pilling	330 Geele Ave	3-27-2012
Ann Klenz	2315 N 3rd St	3-27-12
Sandra Herzog	2315 N 3rd St	3-28-2012
W.C. McKeon	312 Geele Ave	3/28/2012
Edward Radke	2206 N 3rd St.	3/28/2012
Don Fuchs	2204 N 3rd St	3/28/2012
Kate Chepech	216 Euclid	3/28/2012
Dave Smith	227 Euclid Ave.	3/28/2012
Anna Smith	227 Euclid Ave	3-28-12
Allison McKeon	312 Geele Ave	3-28-12
Robert Jappner	310 Vollrath Blvd	3-28-12
Eric Fuchs	317 Euclid Ave.	3-29-12
Cindy Nohoy	317 Euclid Ave	3-29-12

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Shawn Bluhm	330 Keele Ave	3-29-12
Heather Pauly	1711 N 1 ST ST	3-29-12
Wm. F. Munnis	1317 BARRETT ST	3-29-12
F. Von der Puetten	29 NORTH POINT DR.	3-29-12
B. Von der Puetten	29 N. PT. DR	3-29-12
Andrew Gump	324 Keele Ave.	3-29-12
Jim Belanger	2622 NO. 3 RD ST	3-29-12
Robert Esler	514 Highland Ter	3-29-12
Susan Amice	635 Mayflower Ave	3-29-12
Deis. J. Schumann	708 Mayflower Ave.	3-29-12
Ch. Schult	707 Mayflower	3-29-12
Jeff Smie	635 MAYFLOWER Ave.	3-29-12
Alan Mueller	224 Euclid Ave	4/1/12

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING



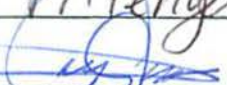
PETITION

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
	224 Euclid Ave Sheb	4/1/12
	61 LINCOLN AVE	4-1-12
Donna Chucha	15 N. Pt. Dr.	4/1/12
Richard W. Suscha	15 N. Point Dr.	4/1/12
Robert Flicij Leniski	28 North Point Dr.	4-1-12
Alan Bin	36 North Point Dr	4-1-12
Spidey	51 Lighthouse Ct.	4-1-12
Jill Weir	316 Geckle	4-2-12
Suzanne Slimmer	336 Euclid av.	4-2-12
Daley Slimmer	336 Euclid Ave Sheb, WI	4/2/12
St Han	336 Geckle Ave Sheb	4-2-12
Rita Pittenger	731 Pershing Ave Sheb	4/2/12
	222 Valentin Blvd.	4/2/12

PETITION

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SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
<i>Ann Marie Johnson</i>	222 Volkrath Blvd Sheboygan WI 53081	4/2/12
<i>Annastownell</i>	2335 N. 3rd Sheboygan WI 53083	4/4/2012
<i>Larry Longo</i>	2216 N. 3rd St. Sheboygan, WI 53083	4-6-12
<i>Angie Longo</i>	2214 N. 3rd Sheboygan, WI 53083	4/6/12
<i>Marion Wheaton</i>	2713 N. 5th ST Sheboygan WI 53083	4/9/12
<i>Tom Vandenberg</i>	2724 Highland Ter	4/9/12
<i>Ben Koentgen</i>	2209 N 3rd	4/9/12
<i>Eileen S Mockert</i>	510 Evergreen Pkwy Shebo 53083	4/10/12
<i>TOM MOCKERT</i>	510 EVERGREEN PKWY SHEBOYGAN WI 53083	4-10-12
<i>Judy Mayer</i> 920.457-5	609 Mayflower Ave 53083	4-10-12
<i>Ann Jensenberg</i>	623 Mayflower Ave 53083	4/10/12
<i>Lusan M. Delohde</i>	2901 N. 6th St. 53083	4/10/12
<i>Brenda Stange</i>	316 Volkrath Blvd	4/10/12

PETITION

To the Mayor and Common Council of the City of Sheboygan:

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Therefore, we ask that the size of the herd be reduced by at least 50%, and that the problem be monitored on an ongoing basis.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Mary Nell Sheridan	317 Steele Ave	4-7-12.
Patrick M. Sheridan	317 Steele Ave	4-7-12
Auld Katt	622 Grand Av	4/11/12
Auld Katt	622 Grand Av	4/11/12
Patricia J. Dinolfo	2329 N. 3rd St	4/11/12
Kathy Blum	2305 N. 3rd St.	4/11/12



AMENDMENT NO. 2 TO THE CONTRACT BETWEEN

City of Sheboygan (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

AECOM Technical Services, Inc. (CONSULTANT)

FOR

**Project ID: 4996-01-55
Eisner Avenue Reconstruction
Sheboygan County**

DOT FOS OBJECT CODE 5501

The contract made and entered into by and between City of Sheboygan (MUNICIPALITY), State of Wisconsin Department of Transportation (DEPARTMENT), and AECOM Technical Services, Inc. (CONSULTANT), dated September 22, 2010 is hereby amended as set forth on the following pages.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By: _____

Title: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

For the DEPARTMENT

Contract Manager, WisDOT

Date: _____

This Three-Party Design Engineering Services Contract is hereby amended to remove the final roundabout design task and the storm water retention pond. The roundabout was eliminated due to the inability to acquire right of way. Two homes needed to be acquired and families relocated and an industrial property owner was not interested in giving up any property for the roundabout. After several design revisions to the retention pond, it was eliminate because of the impact to the park it was proposed to be built in. There quarters of the park was needed for the pond. Due to the parks use from a neighboring multi-family house complex residents, the City felt this was not in the best interest for the neighborhood. This amendment adds the following: Phase 2 Environmental Sampling Investigation for site No. 2 (Gus Holman) as stated in the Phase 1. Add 28 TLEs and 1 PLE to the Transportation Project Plat due to the value of the TLEs and PLEs exceeding \$1,000. Additional storm sewer design for an outfall to Lake Michigan which replaces the retention pond, adds sanitary sewer repair items requested by Municipality and a channelized intersection design at CTH LS in place of the roundabout. Storm sewer and lighting design for the intersection is also included due to those items were included as part of the final roundabout task. Reestablishing some milestone dates as indicated in bold text.

This DESIGN ENGINEERING SERVICES CONTRACT between The City of Sheboygan (MUNICIPALITY), State of Wisconsin Department of Transportation (DEPARTMENT), and AECOM Technical Services, Inc. (CONSULTANT) to provide consultant engineering services and will be completed by June 1, 2013.

ALL SERVICES

Delete the following:

“When this CONTRACT is Federally funded, if the total CONTRACT amount exceeds \$400,000, the CONSULTANT shall subcontract a minimum of 20 percent of the total amount to one or more Disadvantaged Business firms as defined in 49 CFR Part 26. A listing of such firms is maintained by the DEPARTMENT. This requirement does not pertain to this CONTRACT if the prime CONSULTANT is a certified Disadvantaged Business”

B. ENVIRONMENTAL DOCUMENTATION

BACKGROUND INFORMATION

The design project involves conducting a Phase 2 Environmental Sampling Investigations at site No. 2 within or adjacent to the project limits. The work will be conducted in general accordance with the WisDOT Facilities Development Manual (FDM), except as modified or clarified herein. The site and specific environmental concerns were described in AECOM's Phase 1 Hazardous Materials Assessment Report, dated January 2011.

Site No.	Site Name/Location	Site Use/Concern	Next Action
2	Gus Holman 313 North 21 st Street	Scrap Metal Processing Facility	Phase 2 Investigation

1. **General**
 - a. **Prepare a project-specific Health and Safety Plan/Task Hazard Analysis (HASP/THA) for toxic/ hazardous materials which shall apply to all personnel admitted to work on the project site. Other Sheboygan County representatives or contractors shall remain the responsible party for the safety, means, and methods of all construction activities other than those specifically controlled by the HASP/THA.**
 - b. **Locate and obtain clearance for underground utilities, and perform hand-augered soil borings to a maximum depth of 3 feet.**
 - c. **Retain a Department of Natural Resources (DNR) certified laboratory to analyze soil and groundwater samples collected from the site.**
2. **Phase 2 Investigations and Analysis – Site No. 2**
 - a. **Visually classify soil samples obtained from the borings to a maximum depth of 3 feet at each site. Field monitor soil gas in soil samples and borings with a photoionization detector (PID) using the headspace method. Record soil descriptions and PID readings onto DNR soil boring logs (DNR Form 4400-122).**
 - b. **Collect one soil sample from each boring for laboratory analysis from one of the following depth intervals: the highest PID reading, at the water table interface, or the bottom of the boring. The number of borings and soil sample analytical parameters for each site is indicated in Table 1.**
 - c. **Perform borehole closure in accordance with Chapter NR 141, Wisconsin Administrative Code, upon completion of sampling. Prepare a borehole abandonment form for each soil boring (DNR Form 3300-5B).**
 - d. **Photograph each soil boring location. Measure locations of soil borings from site features for use in preparing site maps.**
3. **Phase 2 Reporting**
 - a. **Evaluate laboratory analytical results for soil samples collected at each site by making comparisons to regulatory standards established by NR 720 and NR 746.**
 - b. **Prepare a Phase 2 Environmental Sampling Investigation Report (letter format) for each site, as appropriate (a total of two reports), which summarizes the investigation findings. Each report will include:**
 - 1) **A summary of site background information.**
 - 2) **Descriptions and documentation of field and analytical procedures.**
 - 3) **Study findings, including field data and analytical results.**
 - 4) **A site location map and a site plan showing general site features and soil boring locations.**

- 5) Conclusions from the site investigation and an opinion regarding additional investigation, remediation, or special provisions that may be required.
 - 6) Documentation, including DNR field forms, photographs, data sheets, and analytical reports.
- c. Submit four copies of each Phase 2 Report to the AECOM project manager in Sheboygan for general distribution.

ASSUMPTIONS/CONDITIONS

This Basis of Understanding is subject to the following assumptions/conditions:

1. Opinions in AECOM's reports will be rendered in accordance with accepted professional standards, but shall not be construed as a guarantee or warranty as to the potential liability or impacts of potential environmental concerns at each site. AECOM's reports and opinions will be based solely on the scientific tasks outlined in this scope of services, and not on methods or procedures beyond those discussed.
2. All field work can be conducted using Level D personal protective equipment.
3. It is assumed that all Phase 2 field investigation will be conducted under one mobilization and include two samples – one at the discharge point of the stormwater detention pond in the northeast corner of the site; one in the surrounding area outside of the discharge flow path.
4. The depth to groundwater is greater than 3 feet; therefore, groundwater samples will not be collected from soil borings.
5. It is assumed that contaminated investigative wastes will not be generated during the field sampling. All investigative wastes will be disposed of such that the surrounding environment is not adversely impacted including nearby bodies of water and storm sewers.
6. Standard care will be taken to minimize landscape disturbance during borings and other field activities. However, minor disturbance of the ground surface is inevitable. It is assumed that surface disturbances will not require repair.
7. Quality control samples, other than a trip blank sample, such as duplicate samples and field blanks, will not be required.
8. Boulders and construction rubble cannot be penetrated using a hand auger. It is assumed that such materials will not be encountered.
9. The Phase 2 investigation will begin in spring 2012 (estimated).

TABLE 1 SOIL SAMPLE ANALYTICAL PARAMETERS PHASE 2 ENVIRONMENTAL SAMPLING INVESTIGATIONS Eisner Avenue SHEBOYGAN COUNTY, WISCONSIN									
Phase 1 Site No.	Site Name/Phase	No. of Borings	Max Depth (ft.)	Soil Sample Analytical Parameters					
						PCBs	PAHs	Metals	VOCs
2	Gus Holman Phase 2	2	3	-	-	2	2	2	2

PCBs – Polychlorinated Biphenyls
PAHs – Polynuclear Aromatic Hydrocarbons
VOCs – Volatile Organic Compounds

I. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (6) Intersection Plans at Eisner Avenue and CTH “LS”
 - (1) Plan and Profile sheets
 - (2) Lighting
 - (3) Storm Sewer
 - (4) Detail sheets
 - (4) Miscellaneous Quantity sheet
 - (6) Prepare final signing and pavement marking plan
 - (7) Prepare final construction staging plan
 - (8) Prepare Intersection Capacity Analysis

J. ROUNDABOUT PLANS

As part of the final design efforts, the final roundabout design task will be removed:

- (1) Implement final horizontal design changes per 30% review comments.
- (2) Establish roadway profiles on each leg.
- (3) Establish circulatory roadway profile.
- (4) Preliminary central island grading design.
- (5) Drainage design/inlet locations.

- (6) Light standard locations, lighting analysis and final plans.
- (7) Needs assessment for any large guide signs or non-standard installations.
- (8) Final plan and profile with staking plan
- (9) Prepare final signing and pavement marking plan
- (10) Prepare final landscaping/central island grading plan and lighting plan
- (11) Prepare final construction staging plan

K. PLATS

- (1) Conduct up to six title searches and prepare reports for each.
- (2) Compute the courses of the proposed right of way parcels for use on the Transportation Project Plat.
- (3) Prepare a Transportation Project Plat for use in acquiring the needed parcels of land.
- (4) Stake the limits of the parcels to be acquired with lath for the City appraisal and negotiation purposes.
- (5) Stake the limits of the parcels to be acquired with iron pipe after acquisition.
- (6) Compute metes and bounds description of the proposed right of way parcels (28 TLEs and 1 PLE) for use on the Plat (amendment 2).
- (7) Conduct 28 Ownership searches and 1 Title search(amendment 2).

M. PROSECUTION AND PROGRESS

- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by April 30, 2012. The milestones in bold have changed.

Operational Planning Meeting	September 17, 2010
Hydraulic Analysis Report	November 19, 2010
Phase 1 Hazardous Materials Reconnaissance	December 31, 2010
30% Plan and Construction Cost Estimate	March 25, 2011
Environmental Document	April 29, 2011
Exceptions to Standards Report	May 27, 2011
60% Plan and Construction Cost Estimate	March 13, 2012
Traffic Management Plan	March 13, 2012
Design Study Report	April 15, 2012
Easement Descriptions	June 15, 2012
90 % Plans	June 30, 2012
Right-of-Way Acquisition	August 1, 2012
Final P. S. & E.	August 1, 2012
Bid Letting	December 11, 2012
Attend Preconstruction Conference	

BASIS OF PAYMENT

- (1) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:
- (a) For design engineering services performed by CONSULTANT
A LUMP SUM OF \$425,380.21(increase \$32,716.50)
 - (b) For Archaeological Investigation sublet to Great Lakes Archaeological Research Center (GLARC), a DBE firm, the CONSULTANT's actual cost not to exceed \$1,301.04(no change) based on an actual cost proposal.
 - (c) For Historical Investigation including Inventory Cards for up to six buildings sublet to LJM Architects, the CONSULTANT's actual cost not to exceed \$3,000.00(no change) based on an actual cost proposal.
 - (d) For Soil Drilling Services sublet to J & J Soil Testing, LTD, the CONSULTANT's actual cost not to exceed \$2,700.00(no change) based on an actual cost proposal.
 - (e) For Analytical Services sublet to Pace Analytical Services, Inc. the CONSULTANT's actual cost not to exceed \$578.00 based on an actual cost proposal, (increase \$578.00).

For all services on this contract, total compensation shall not exceed \$432,959.25(increase \$33,294.50) unless approved by a written CONTRACT amendment.

Consultant Direct Labor Rates

Project ID: 4996-01-55 Eisner Avenue Reconstruction

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Year 1 Increased Rate(h)	% Work at Year 2 Increased Rate(h)	% Work at Year 3 Increased Rate(h)	% Work at Year 4 t Increased Rate(h)	Weighted Average Hourly Rate(i)
Tom Holtan	Project Manager	\$62.20	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$62.20
Jenny Bixby	Roundabout Design Manager	\$69.29	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$69.29
	Senior Roundabout Engineer	\$60.76	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$60.76
Rick LeMahieu	Senior Engineer	\$48.58	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$48.58
John Voorhees	Project Engineer	\$40.82	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$40.82
	Assistant Project Engineer	\$39.63	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$39.63
Ken Wolf	Lead Surveyor	\$41.36	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$41.36
Joe Holzwart	Staff Engineer	\$29.26	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$29.26
Bill Thiele	Sr. Engineering Technician	\$32.46	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$32.46
Betty Worzella	Clerical	\$18.33	0.00%	1/1/2010	10.00%	90.00%	0.00%	0.00%	0.00%	\$18.33

Contract Start Date: 2/28/2010
Contract Completion Date: 6/1/2013

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: 4596-01-55 Eisner Avenue Reconstruction

Classification		Project Manager		Roundabout Design Manager		Senior Roundabout Engineer		Senior Engineer		Project Engineer		Assistant Project Engineer		Lead Surveyor		Staff Engineer		Sr. Engineering Technician		Clerical		Total Direct Labor	
Avg. Hourly Wage		\$62.20		\$69.29		\$60.76		\$48.58		\$40.82		\$39.63		\$41.36		\$29.26		\$32.46		\$18.33			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Project Management	771	10	\$622.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$183.30	20	\$805.30
Data Gathering	644	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Design - Reports	748	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Environmental Documentation	767	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Agency Coordination	746	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Railroad and Utility Involvements	746	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Public Involvement	743	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Survey - General	729	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Soils & Subsurface Investigation	208		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Preliminary Roadway Design	741	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Preliminary Roundabout Design	741	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Final Roadway Design	742	12	\$746.40	0	\$0.00	0	\$0.00	36	\$1,748.88	0	\$0.00	0	\$0.00	0	\$0.00	80	\$2,340.80	48	\$1,558.08		\$0.00	176	\$6,394.16
Final Roundabout Design	742	0	\$0.00	-18	-\$1,247.22	-48	-\$2,916.48	0	\$0.00	-140	-\$5,714.80	-36	-\$1,428.68	0	\$0.00	0	\$0.00	-68	-\$2,207.28	-4	-\$73.32	-314	-\$13,565.78
Right of Way Plat	745	6	\$373.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	140	\$5,790.40	0	\$0.00	234	\$7,595.64	0	\$0.00	380	\$13,759.24
Meetings and Conferences	747	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
PS&E	794	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Lighting Design	785	4	\$248.80	0	\$0.00	0	\$0.00	0	\$0.00	16	\$653.12	0	\$0.00	0	\$0.00	0	\$0.00	24	\$779.04	0	\$0.00	44	\$1,680.96
Traffic Management Plan, Traffic Control Plan and Construction Staging	788	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Phase 2		2	\$124.40	0	\$0.00	0	\$0.00	10	\$485.80	0	\$0.00	0	\$0.00	0	\$0.00	36	\$1,053.36	0	\$0.00	6	\$109.98	54	\$1,773.54
TOTAL:		34	2114.8	-18	-1247.22	-48	-2916.48	46	2234.68	-124	-5061.68	-36	-1428.68	140	5790.4	116	3394.16	238	7725.48	12	219.96	360	\$ 10,827.42

Direct Expenses by Item

Project ID:

4996-01-55 Eisner Avenue Reconstruction

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage (Ph 2 Haz Mat)	25	Miles	\$0.555	\$13.88
Reproduction (Ph 2 Haz Mat)	250	Each	\$0.100	\$25.00
Mileage (Survey)	25	Miles	\$0.555	\$13.88
Survey Equipment - Total Station	4	Days	\$125.000	\$500.00
Title Search/Ownership Report	1.00	Lump Sum	\$1,850.00	\$1,850.00
Equipment (Ph 2 Haz Mat), Auger, Decon Supplies, Mini-Rae Analyzer, Containers	1.00	Lump Sum	\$147.75	\$147.75
TOTAL				\$2,550.50

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID:

4996-01-55 Eisner Avenue Reconstruction

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit	Direct Expenses	Total
Project Management	771	\$805.30	\$1,272.13	\$166.19		\$2,243.62
Data Gathering	644	\$0.00	\$0.00	\$0.00		\$0.00
Design - Reports	748	\$0.00	\$0.00	\$0.00		\$0.00
Environmental Documentation	767	\$0.00	\$0.00	\$0.00		\$0.00
Agency Coordination	746	\$0.00	\$0.00	\$0.00		\$0.00
Railroad and Utility Involvements	746	\$0.00	\$0.00	\$0.00		\$0.00
Public Involvement	743	\$0.00	\$0.00	\$0.00		\$0.00
Survey - General	729	\$0.00	\$0.00	\$0.00		\$0.00
Soils & Subsurface Investigation	208	\$0.00	\$0.00	\$0.00		\$0.00
Preliminary Roadway Design	741	\$0.00	\$0.00	\$0.00		\$0.00
Preliminary Roundabout Design	741	\$0.00	\$0.00	\$0.00		\$0.00
Final Roadway Design	742	\$6,394.16	\$10,100.85	\$1,319.60		\$17,814.61
Final Roundabout Design	742	-\$13,585.78	-\$21,461.46	-\$2,803.78		-\$37,851.02
Right of Way Plat	745	\$13,759.24	\$21,735.47	\$2,839.58	\$2,362.75	\$40,697.04
Meetings and Conferences	747	\$0.00	\$0.00	\$0.00		\$0.00
PS&E	794	\$0.00	\$0.00	\$0.00		\$0.00
Lighting Design	785	\$1,680.96	\$2,655.41	\$346.91		\$4,683.28
Traffic Management Plan, Traffic Control Plan and Construction Staging	788	\$0.00	\$0.00	\$0.00		\$0.00
Phase 2	0	\$1,773.54	\$2,801.66	\$366.02	\$187.75	\$5,128.97
TOTAL:		\$10,827.42	\$17,104.06	\$2,234.52	\$2,550.50	\$32,716.50

Negotiated Overhead Rate:

157.97%

Percent Profit:

8.00%

Consultant Contract Total Fee Computation

Project ID:

4996-01-55 Eisner Avenue Reconstruction

Project ID	Project ID	Amendment 1	Amendment 2 157.97%		Total for Contract
Number of Staff Hours	3699	-26	360		4033
Total Direct Labor	\$138,119.16	-\$899.18	\$10,827.42		\$148,047.40
Total Overhead Costs	\$222,206.11	-\$1,446.60	\$17,104.06		\$237,863.57
Fixed Fee/Profit	\$28,826.04	-\$187.66	\$2,234.52		\$30,872.90
Direct Expenses	\$6,212.40	-\$166.56	\$2,550.50		\$8,596.34
Subtotal	\$395,363.71	-\$2,700.00	\$32,716.50		\$425,380.21
LJM Architects	\$3,000.00				\$3,000.00
GLARC	\$1,301.04				\$1,301.04
J & J Soil Testing, LTD		\$2,700.00			\$2,700.00
Pace Analytical			\$578.00		\$578.00
Subcontract Subtotal	\$4,301.04	\$2,700.00	\$578.00		\$7,579.04
TOTAL COST	\$399,664.75	\$0.00	\$33,294.50		\$432,959.25

Negotiated Overhead Rate:

160.88%

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF SHEBOYGAN AND THE VILLAGE OF KOHLER
FOR THE OPERATION OF A JOINT MUNICIPAL COURT**

THIS AMENDMENT NO. 1 to Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court is made and entered this _____ day of _____, 2012, by and between the City of Sheboygan, a Wisconsin municipal corporation (hereinafter the "City"), maintaining its principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler, a Wisconsin municipal corporation (hereinafter the "Village"), maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044.

RECITALS

- (i) The parties entered into an Agreement for the Operation of a Joint Municipal Court dated as of December 19, 2005 (the "Agreement").
- (ii) Numbered paragraph 4 of the Agreement called for the City to establish an advisory committee whose function is to provide advice and recommendations to the City's Common Council concerning the operation and budgeting of the newly established joint municipal court and make recommendations of candidates for temporary appointments as municipal judge pending election.
- (iii) This advisory committee was established and met frequently prior to and during the court's start of operations. However, with the court now well established and up and running, there has been little call for this committee to meet. Indeed, the last meeting was held approximately one and one-half years ago in September 2010.
- (iv) The City now desires to dissolve this committee and the Village is in agreement to do so, the parties recognizing that there are satisfactory alternative means of addressing such matters as the need arises.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- a. Numbered paragraph 4 entitled "Joint Municipal Court Advisory Committee" is hereby deleted in its entirety.

Except as otherwise specifically set forth herein, all other provisions of the Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused the execution of this Amendment No. 1 in duplicate as of the date first written above.

VILLAGE OF KOHLER

CITY OF SHEBOYGAN

BY: _____
Thomas Schnettler, President

BY: _____
Terry Van Akkeren, Mayor

ATTEST:

ATTEST:

Laurie Lindow, Clerk/Treasurer

Susan Richards, City Clerk

APR 13 '12 PM 1:38

Date April 13th 2012

My name is Jeremy Hamilton

I am requesting a waiver to the Sexual Residency
Requirements so I may live at 1703 Illinois Ave

Signature Jeremy Hamilton

Phone No 920 627-2200 or 217 201-1309