

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

III

Other Matters

8.4

Res. No. 190 - 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION revising the travel expense guidelines adopted by Res. No. 64-78-79, as revised,

RESOLVED: That Section I is hereby amended as follows:

Section I. Hotel or Motel Expenses

A. The City will pay or reimburse employees for overnight accommodations when the training or conference is more than a single day and more than fifty (50) miles from the employee's workplace. Department heads are allowed discretion when the start or end time of the training or conference prohibits safe travel. All overnight stays must be pre-approved by the department head.

Personnel traveling at city expense are expected to live in clean comfortable accommodations at a good commercial hotel or motel at a reasonable rate for that community. Employees should ask when checking into the hotel for the government rate. Nearly all hotels have a special rate for government employees and require some type of government identification.

*Finance*

  
\_\_\_\_\_

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

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Other Matters

8.7

Res. No. 189- 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION opposing any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive.

WHEREAS, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

WHEREAS, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

WHEREAS, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

WHEREAS, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

WHEREAS, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located; and

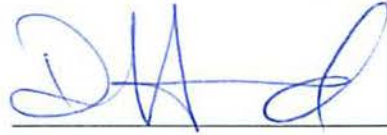
WHEREAS, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts; and

WHEREAS, in the City of Sheboygan, the loss of computer aid payment for exempt computers would mean \$172,233 less for the City's General Fund and \$43,697 less for the City's TIDs, for a total decrease in state aid payments of \$215,930; and

WHEREAS, in the City of Sheboygan, the shift to residential homeowners would be \$952,110.15 of tax levy for just the City portion of property taxes and the resulting equalized tax rate increase will be \$0.41 per \$1,000 valuation.

*Finance*

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.



---

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

Other Matters

9.9

Res. No. 186 - 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into agreement with the State Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the Memorandum of Agreement - Weights and Measures Inspection, a copy of which is attached hereto, for the State of Wisconsin Department of Agriculture, Trade and Consumer Protection to furnish inspection services and perform the duties of sealers of weights and measures for the City of Sheboygan annually commencing July 1, 2015.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Building Inspection Contracted Services Account No. 10123100-521900 in payment of same.

Finance

  
\_\_\_\_\_

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

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## MEMORANDUM OF AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT entered into by and between the STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, hereinafter referred to as the Department, and the MUNICIPALITY OF SHEBOYGAN, hereinafter referred to as the Municipality, WITNESSETH:

Pursuant to Sec. 98.04(2), Wis. Stats., the Department agrees to furnish the services and perform the duties of sealers of weights and measures as required in Sec. 98.04(1), Wis. Stats., in the Municipality. The Department further agrees to report to the Municipality at least annually on the extent and nature of the services performed. It is understood and agreed that the Municipality shall not be required to maintain a department of weights and measures or appoint sealers of weights and measures as long as this agreement is in effect.

Pursuant to Sections 66.0301 and 98.04(2), Wis. Stats., the Municipality agrees to pay to the Department for such services fees sufficient to cover the cost of such services annually on a fiscal year basis from July 1 to June 30, and to be paid not later than May 1 of the fiscal year of this agreement. Payment for services performed by the Department for less than any contract payment period shall be prorated accordingly.

This agreement shall be self-renewing for succeeding fiscal year periods except that the sum to be paid to the Department for services rendered shall be subject to renegotiations for each succeeding contract period on basis of cost. This agreement may be terminated at the end of any fiscal year by either party by giving notice in writing to the other party at least sixty days prior to July 1. Annual fees payable to the Department shall be in the amount of \$21,200.00, except as otherwise agreed upon for succeeding contract periods.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the 1<sup>st</sup> day of July, 2015.

WISCONSIN DEPARTMENT OF  
AGRICULTURE, TRADE AND CONSUMER  
PROTECTION

By \_\_\_\_\_  
Signature Date  
  
for Administrator  
Division of Trade & Consumer Protection

MUNICIPALITY OF \_\_\_\_\_

By \_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Title Telephone Number

III

Other Matters

9.10

Res. No. 187- 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION accepting \$23,000 in grant monies from the US Bank Foundation for playground equipment at King Park.


WHEREAS: US Bank provides grant funds to non-profit organizations for community projects and will provide up to \$24,000 to Sheboygan Neighborhood Pride (SNP) on behalf of the City to be used for the purchase of 2-5 year old playground equipment at King Park.

WHEREAS: Under an agreement, Sheboygan Neighborhood Pride will retain \$1,000 for administration costs and will reimburse the City up to \$23,000 of expenditures for the playground equipment;

WHEREAS: The City will order and install the equipment and it will be City playground equipment and insured as such.

BE IT FURTHER RESOLVED: That the City of Sheboygan accepts the grant through Sheboygan Neighborhood Pride in the amount of \$23,000 for playground equipment at King Park.

Finance

  
\_\_\_\_\_

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

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**Pelishek, Chad**

---

**Subject:** FW: ok logo use

**From:** [christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com) [mailto:[christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com)]  
**Sent:** Tuesday, April 07, 2015 11:56 AM  
**To:** Kerlin, Joe  
**Subject:** RE: ok logo use

We are good to go. Go ahead and commit. We are in for \$24,000.

---

**Chris Graeber**  
Branch Manager  
MK-WI-1225  
1450 South 12th Street  
Sheboygan, WI 53081  
p. 920-451-3315  
f. 920-451-3313  
[christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com)



---

**From:** "Kerlin, Joe" <[joe.kerlin@sheboyganwi.gov](mailto:joe.kerlin@sheboyganwi.gov)>  
**To:** "christopher.graeber@usbank.com" <[christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com)>,  
**Cc:** "Pelishek, Chad" <[Chad.Pelishek@sheboyganwi.gov](mailto:Chad.Pelishek@sheboyganwi.gov)>  
**Date:** 03/31/2015 03:38 PM  
**Subject:** RE: ok logo use

---

Thank you for checking on Chris. Hopefully we can be ready for the April 20 Council meeting.

**Joe Kerlin**  
Superintendent of Parks & Forestry  
City of Sheboygan~Dept. of Public Works  
2026 New Jersey Ave.  
p (920)-459-3459  
f (920)-459-3443  
[Joe.Kerlin@sheboyganwi.gov](mailto:Joe.Kerlin@sheboyganwi.gov)

III

Other Matters

9.11

Res. No. 188 - 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for grant from the US Bank Foundation for playground equipment at King Park:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Park Department Contribution 10153000-467101	General Fund Park Department Playground Equipment 10153000-631100	\$23,000



*Finance*

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

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

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

III

4.3

R. O. No. 086 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a claim from Donna Modiz for alleged damages to her basement when the sewer overflowed.

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

*Finance*

DATE RECEIVED 3-25-15

RECEIVED BY MD

CLAIM NO. 32-14

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: DONNA MODIZ
- 2. Home address of Claimant: 1119 FLORIDA AVE. - SHEBOYGAN, WI 53081
- 3. Home phone number: 920-452-1119
- 4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 2-24-15 TUESDAY OR EARLY WEDNESDAY

6. Where did damage or injury occur? (give full description) SEWER IN MY BASEMENT OVERFLOWED

7. How did damage or injury occur? (give full description) CITY SEWER ON WASHINGTON AVE. AND 11<sup>TH</sup> PLACE BECAME BLOCKED AND CAUSED DAMAGE TO MY BASEMENT.

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

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

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

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

(a) Public property alleged to be dangerous: NA

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

NO INJURIES- 9X12 AREA RUG

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

NA

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

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

Property: \$ 1727.94

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

Other: (Specify below) \$ 505.82

Plumber **TOTAL** \$ 2233.76

Damaged vehicle (if applicable)

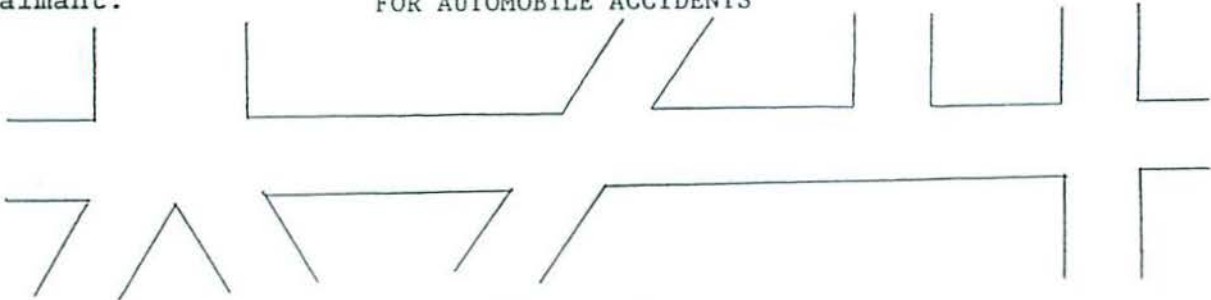
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

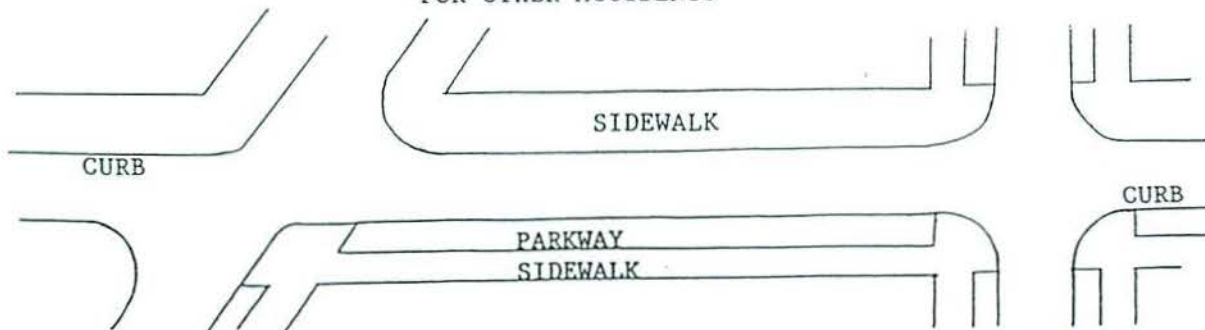
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Donna Modis

Date: 3-25-15

DATE RECEIVED 3-25-15

RECEIVED BY MD

CLAIM NO. 32-14

CLAIM

Claimant's Name: DONNA MODIZ  
Claimant's Address: 1119 FLORIDA AVENUE  
SHEBOYGAN, WI 53081  
Claimant's Phone No. 920-452-1119

Auto \$ \_\_\_\_\_  
Property \$ 1727.94  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ 505.82  
*Plumber*  
TOTAL \$ 2233.76

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 \$ 2233.76

SIGNED: Donna Modiz

DATE: 3-25-15

ADDRESS: 1119 Florida Ave.  
Sheboygan, WI 53081





# RECOVERON

www.recoveron

2045 Bellevue Street, Green Bay, WI 54311

800-884-0588

Tel: 920-469-FIRE

Fax: 920-469-3466

## Price List

*(Please note this is not an all inclusive list.)*

### Non-Emergency Service Rates:

Estimate will be generated based on agreed upon scope of work.

### Emergency Services:

Emergency Service Call .....	\$130
Emergency Service Call, After Business Hours .....	\$195

### Materials:

Board up, windows and doors, during business hours .....	\$1.65 per SF
Board up, windows and doors, after business hours .....	\$2.15 per SF
Board up, roof penetrations, during business hours .....	\$1.80 per SF
Board up, roof penetrations, after business hours .....	\$2.35 per SF
Tarping .....	\$.45 per SF
Anti-Microbial .....	\$75 min. charge or \$ .21 per square foot

### Equipment & Materials:

Air Mover (each) .....	\$30 per day
Gale Force Fans (each) .....	\$36 per day
Dehumidifiers (each):	
Large - 15 gallon .....	\$74 per day
Extra Large - 30 gallon .....	\$115 per day
Vapor Tek (each) .....	\$55 per day
Generator (each) .....	\$78 per day
PPE .....	\$25 per person per day
Truck Mount .....	\$175.00 min. charge
Equipment setup, monitoring, manipulation and take down .....	\$46 per hour
After Business Hours, Weekends, Emergency .....	\$69 per hour
Ozone/Thermal Fog .....	\$ 300.00 min. charge
Hydroxyl Generator, 2 optics .....	\$300 per day
Hydroxyl Generator, 3 optics .....	\$600 per day

**PRIME CONTRACTOR\* NOTICE OF INTENTION TO  
FILE CLAIM FOR LIEN**

§ 779.06(2), Wis. Stats.

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

One copy of this Notice is being given  
to the Owner by (check one):

Registered Mail-Returns Receipt Requested  
OR

Hand delivery

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Prime Contractor, having contract directly with you, provided materials  
and/or labor for:

\_\_\_\_\_  
(Description of work performed)

to improve your property located at:

\_\_\_\_\_  
(street address or legal description of improved property)

and, as of the date of this Notice, is owed the sum of \$ \_\_\_\_\_  
(balance due)

If payment in full is not received within thirty (30) days from the date of this Notice the  
Prime Contractor intends to file a Claim for Lien on your property.

**PRIME CONTRACTOR NAME:**

Recoveron, Inc.

By: \_\_\_\_\_  
(Signature)

Authorized Agent's Name: ANDY KAME  
(Print name of person signing above)

Title: PAESIONER

Address: 2045 Bellevue Street

Green Bay, WI 54311

Telephone Number: (920) 469-3473

\* A Prime Contractor is anyone who provides labor and/or materials for construction under a contract with  
the Owner of the property being improved. See § 779.01(2)(d), Wis. Stats

## **ATTENTION HOMEOWNER**

**Based on our standard procedures, enclosed please find a Notice of Intent to File Lien. This construction lien notice merely extends the lien rights of Recoveron beyond the six month period. This does not constitute the filing of a lien on your property. We would only exercise our lien rights if your account were to become unreasonably past due. This notice is to inform you that you are financially responsible for payment to Recoveron for the work performed. This may or may not include obtaining mortgage company endorsements on insurance claim checks.**

**If you have any questions regarding this notice you may call our office.**





# RECOVERON, INC.

www.recoveron.com

2045 Bellevue St. Green Bay, WI 54311

(800) 884-0588 Tel: (920) 469-3473 Fax: (920) 469-3466

EIN: 39-1839374

**Bill To:**

PAT ROWE  
1119 FLORIDA AVE  
SHEBOYGAN WI 53081

**Job Site:**

*Paid 3/19/15  
Maryfallala*

## Invoice

Invoice Date	Terms	Due Date	Job Mgr	Invoice #	Claim#
3/3/2015	Due on receipt	3/3/2015	EJH	20982	
Qty	Description	Rate	Amount		
	MITIGATION PER ESTIMATE	1,727.94	1,727.94		
	LESS DEDUCTIBLE PAID	-1,000.00	-1,000.00		

Please visit our website to learn about the many different services offered by Recoveron, Inc.



**WATER**



**FIRE**



**MOLD**



**INDUSTRIAL**



**FACILITIES**

Subtotal \$727.94

Sales Tax (5.5%) \$0.00

Payments/Credits \$0.00

**Balance Due \$727.94**

www.recoveron.com



A Finance Charge of 1.5% per month will be applied to all past due invoices



## Recoveron

---

2045 Bellevue Street  
Green Bay, WI 54311  
Phone: (800) 884-0588  
Fax: (920) 469-3466  
Fed ID # 39-1839374

Client: Pat Rowe  
Property: 1119 Florida Ave  
Sheboygan, WI 53081

Home: (920) 452-1119

Operator: MJOHNSTO

Estimator: Eric Herzfeldt

Business: (920) 371-2118  
E-mail: eherzfeldt@recoveron.com

Reference:  
Company: Recoveron  
Business: 2045 Bellevue Street  
Green Bay, WI 54311

Business: (920) 469-3473

Type of Estimate: Sewage

Date Entered: 3/3/2015

Date Assigned:

Price List: WIAP8X\_FEB2014

Labor Efficiency: Restoration/Service/Remodel

Estimate: ROWE\_PAT

**Sewage clean up only. Recommend that anything porous that was touched by sewage is removed. Estimate for extracting water, cleaning floors, antimicrobial and cleaning bottom of contents.**





## Recoveron

2045 Bellevue Street  
 Green Bay, WI 54311  
 Phone: (800) 884-0588  
 Fax: (920) 469-3466  
 Fed ID # 39-1839374



### Laundry Room

Height: 8'

383.78 SF Walls	164.38 SF Ceiling
548.16 SF Walls & Ceiling	164.38 SF Floor
18.26 SY Flooring	46.67 LF Floor Perimeter
54.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor  
 Missing Wall

7' 10" X 6' 8"  
 3' 8" X 8"

Opens into RECREATION\_R  
 Opens into STAIRWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Water extraction from hard surface floor - Cat 3 water	164.38 SF	0.00	0.70	0.00	115.07
14. Apply anti-microbial agent	164.38 SF	0.00	0.18	0.25	29.84
15. Clean floor - Heavy	164.38 SF	0.00	0.36	0.08	59.26
<b>Totals: Laundry Room</b>				0.33	204.17
<b>Total: Main Level</b>				1.77	1,487.13

### Service

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Haul debris - per pickup truck load - including dump fees	1.00 EA	107.94	0.00	0.00	107.94
2. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR	0.00	44.29	0.00	132.87
<b>Totals: Service</b>				0.00	240.81
<b>Line Item Totals: ROWE_PAT</b>				1.77	1,727.94



## Recoveron

---

2045 Bellevue Street  
Green Bay, WI 54311  
Phone: (800) 884-0588  
Fax: (920) 469-3466  
Fed ID # 39-1839374

### Grand Total Areas:

1,892.91 SF Walls	921.42 SF Ceiling	2,814.32 SF Walls and Ceiling
921.42 SF Floor	102.38 SY Flooring	234.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	249.67 LF Ceil. Perimeter
921.42 Floor Area	985.56 Total Area	1,892.91 Interior Wall Area
1,201.50 Exterior Wall Area	133.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## Recoveron

---

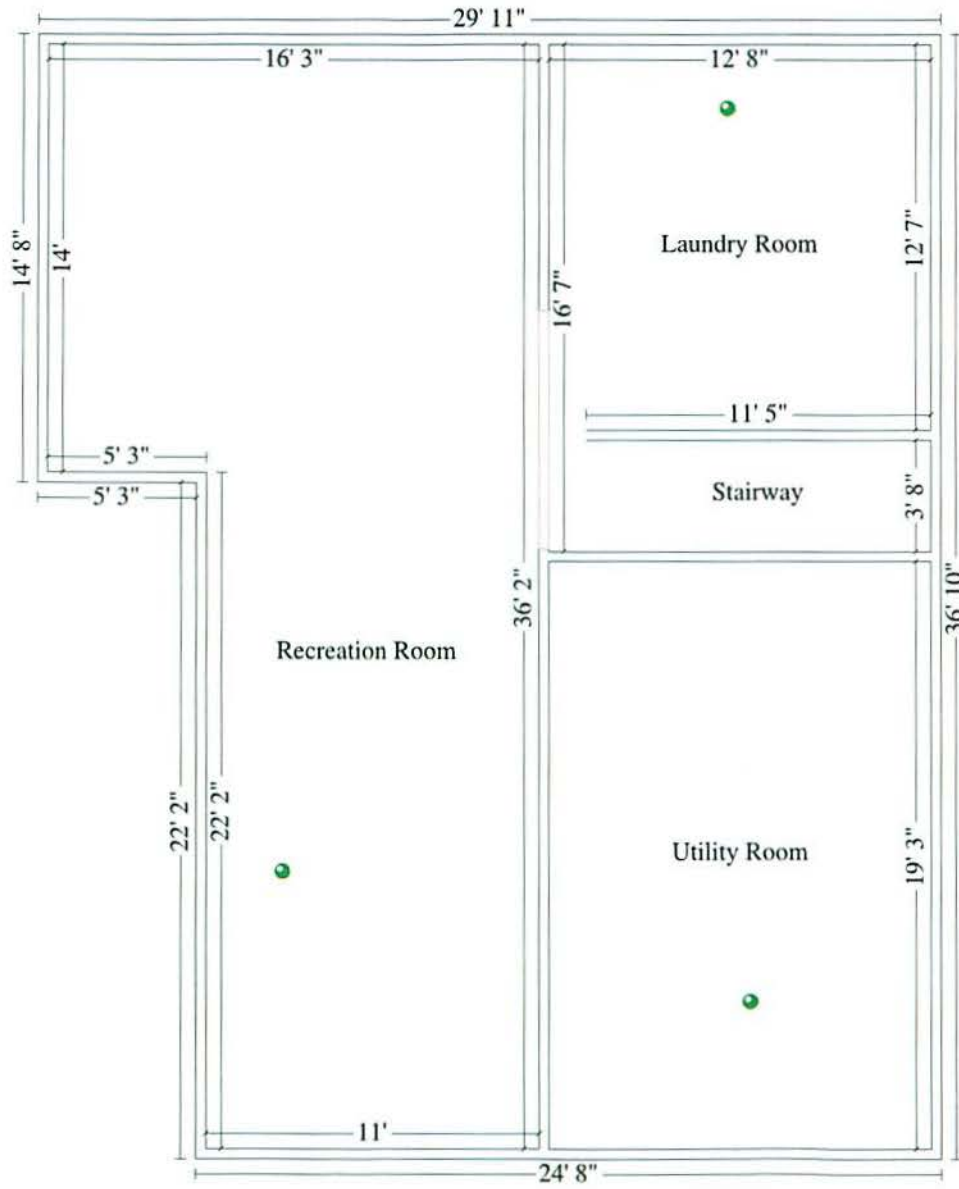
2045 Bellevue Street  
Green Bay, WI 54311  
Phone: (800) 884-0588  
Fax: (920) 469-3466  
Fed ID # 39-1839374

### Summary

Line Item Total	1,726.17
Material Sales Tax	1.77
	<hr/>
Replacement Cost Value	<b>\$1,727.94</b>
Net Claim	<b>\$1,727.94</b>
	<hr/> <hr/>

---

Eric Herzfeldt



Main Level



February 27, 2015

83-DJH068  
DONNA M MODIZ  
1119 FLORIDA AVE  
SHEBOYGAN WI 53081-7224

RE: Our Claim Number: 00-835-048027-0232  
Our Policy Number: 48P59680-01  
Our Insured: Donna M Modiz  
Date of Loss: February 26, 2015  
Our Company Name: American Family Mutual Insurance Company

Dear Donna M Modiz:

Thank you for insuring with American Family. We have reviewed the information of the sewer backup loss in the basement of your property. Based on our investigation regarding the blockage on the city sewer and resulting backup provided by you, we regret to inform you that there is no coverage for this type of claim under your American Family Insurance Homeowner's Policy. We refer you to the following parts of your policy of insurance. Your Homeowner's Policy states exclusions number 9 part B :

**PERILS INSURED AGAINST - SECTION I**

**LOSSES NOT COVERED**

We do not covered loss to property described in coverage A- Dwelling and Dwelling Extension resulting directly or indirectly from or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

**EXCLUSIONS - SECTION I**

Part A.

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

9. Water Damage, meaning:

a. flood, surface water, waves, tidal water or overflow of a body of water, from any cause. We do not cover spray from any of these, whether or not driven by wind.

b. water from any source which backs up through sewers or drains, or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the

**foundation area; or**

**c. regardless of its source, water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool. We do cover direct loss that follows, caused by fire or explosion."**

American Family Insurance expressly reserves all rights and defenses which may be available within the policy.

We are sorry we could not have been of assistance in this matter. If you have any additional questions or concerns, or information you wish us to consider, please contact me at so we may answer them for you.

Sincerely,

Daniel J Hanke  
Property Clm Field Adjuster  
American Family Mutual Insurance Company  
1-800-MYAMFAM (1-800-692-6326) X 21290  
dhanke@amfam.com  
[www.amfam.com/claims](http://www.amfam.com/claims)

# Aldag/Honold Mechanical, Inc.



www.aldaahonold.com  
 3509 S. Business Dr.: P O Box 1265  
 Sheboygan, WI 53082-1265  
 Phone: (920) 458-5558 Fax: (920) 458-3750

# Invoice

Invoice Number: 185003  
 Invoice Date: 3/17/2015  
 Page: 1 of 1

Bill To: 521119  
 DONNA MODIZ  
 1119 FLORIDA AVE  
 SHEBOYGAN, WI 53081

Service 012/42  
 Location: DONNA MODIZ  
 1119 FLORIDA AVE  
 SHEBOYGAN, WI 53081

Work Order ID	Complete Date	PO Number	Terms	Called In By
185003	02/25/2015		NET 30-1.5%/MONTH	

### Description of Work

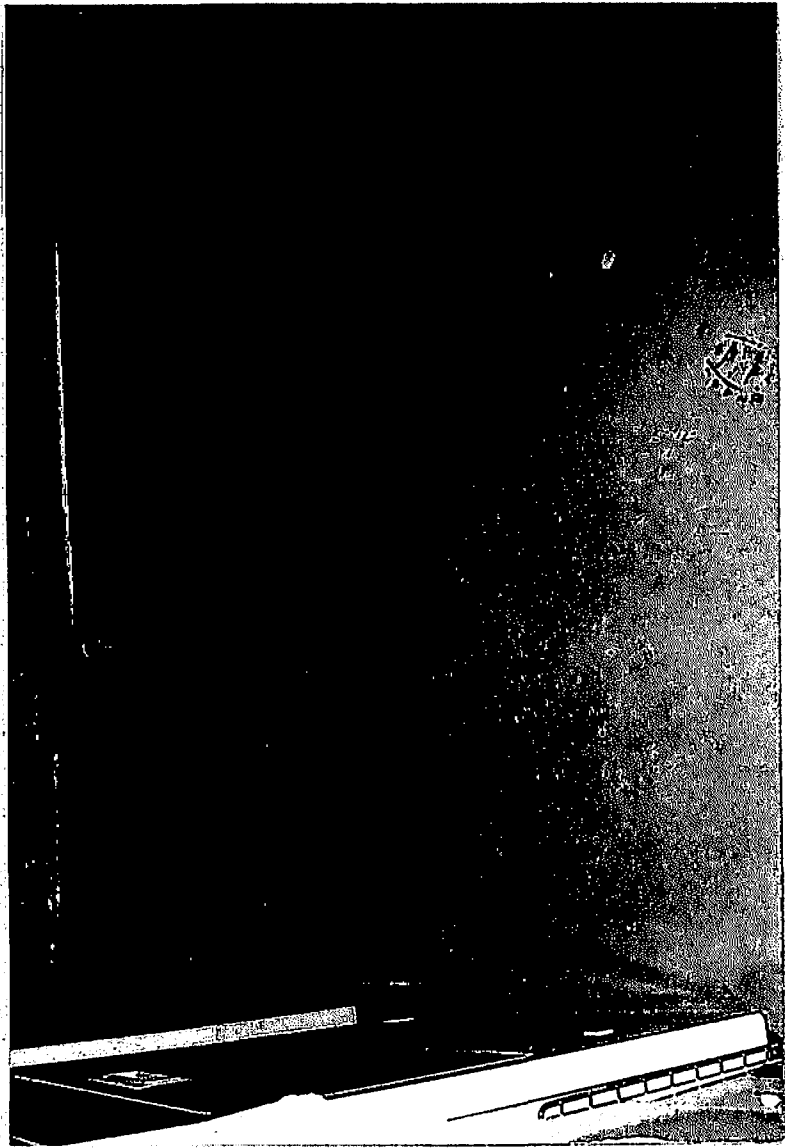
Basement is flooding sump pump not working

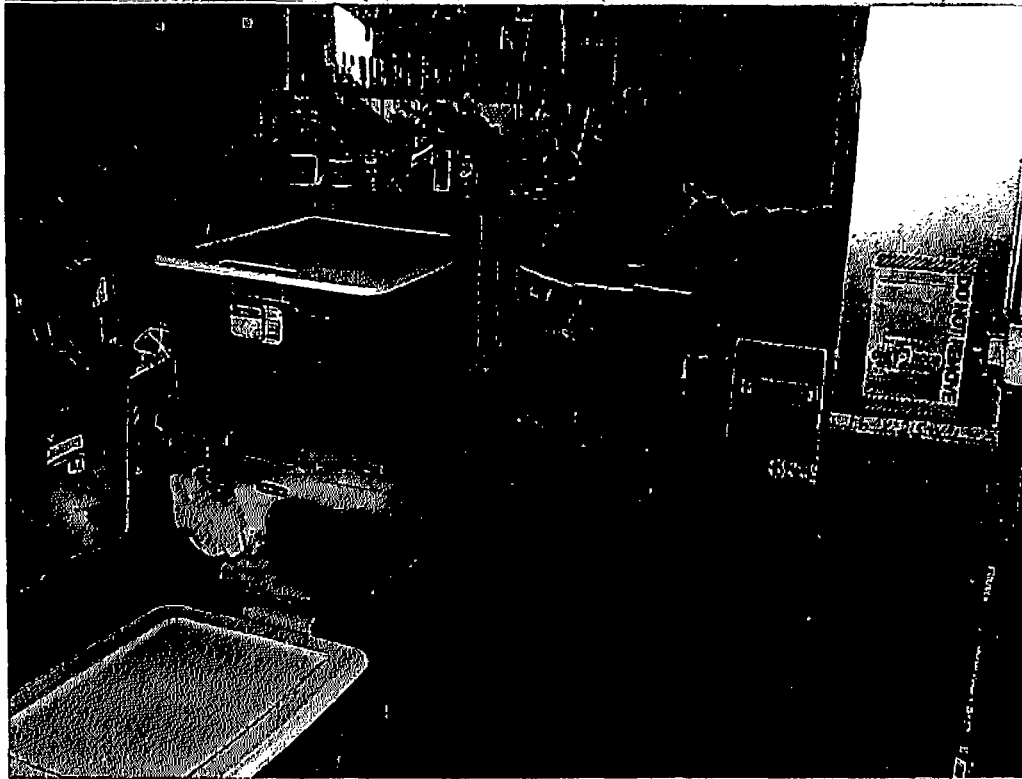
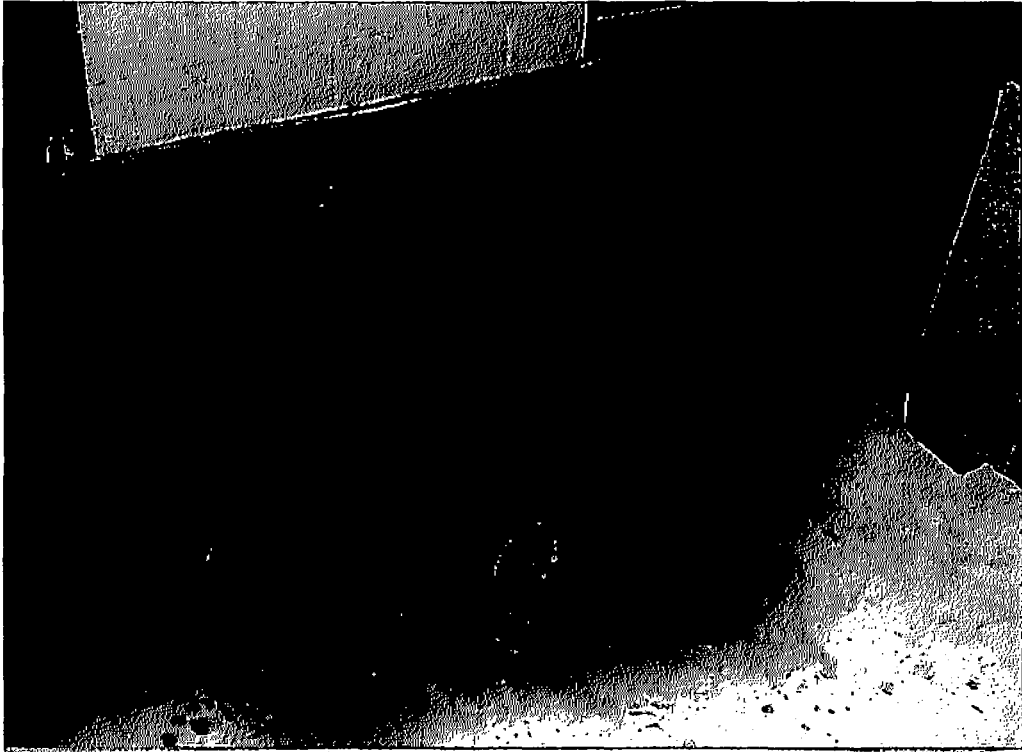
Found basement drain was clogged. Called Ziggy to go with sewer machine.  
 Ran sewer machine through floor and stack clean out 100ft in each with 3" blade. Could not get cleared.  
 Called Harmer. they found main in street frozen.

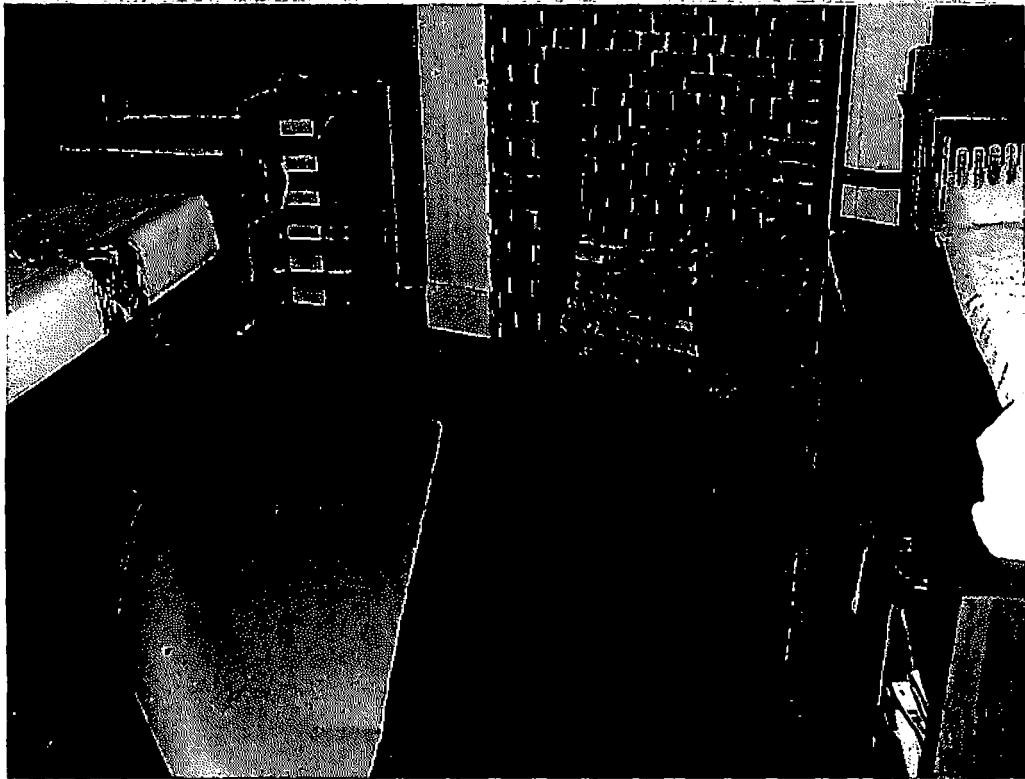
Qty	Item ID	Description	Unit Price	Amount
<b>Parts</b>				
1.00		4" BRASS C.O. PLUG	18.05	18.05
			SubTotal	18.05
<b>Labor</b>				
1:30	PFJO	6177S Labor	99.45	149.18
1:00	PFJO	8236S Labor	99.45	99.45
			SubTotal	248.63
<b>Other Charges</b>				
		HARPERS PUMPING	215.05	215.05
			SubTotal	215.05

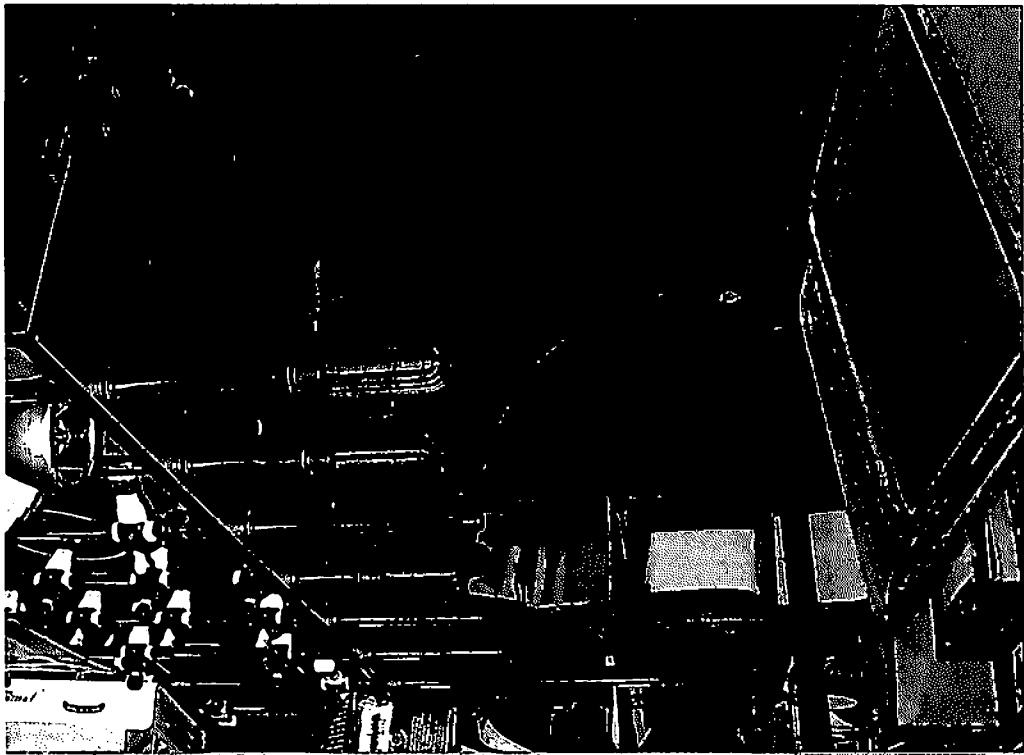
Invoice Subtotal	487.73
Sales Tax	24.09
Invoice Total	505.82
Payment Received	0.00
Balance Due	\$505.82

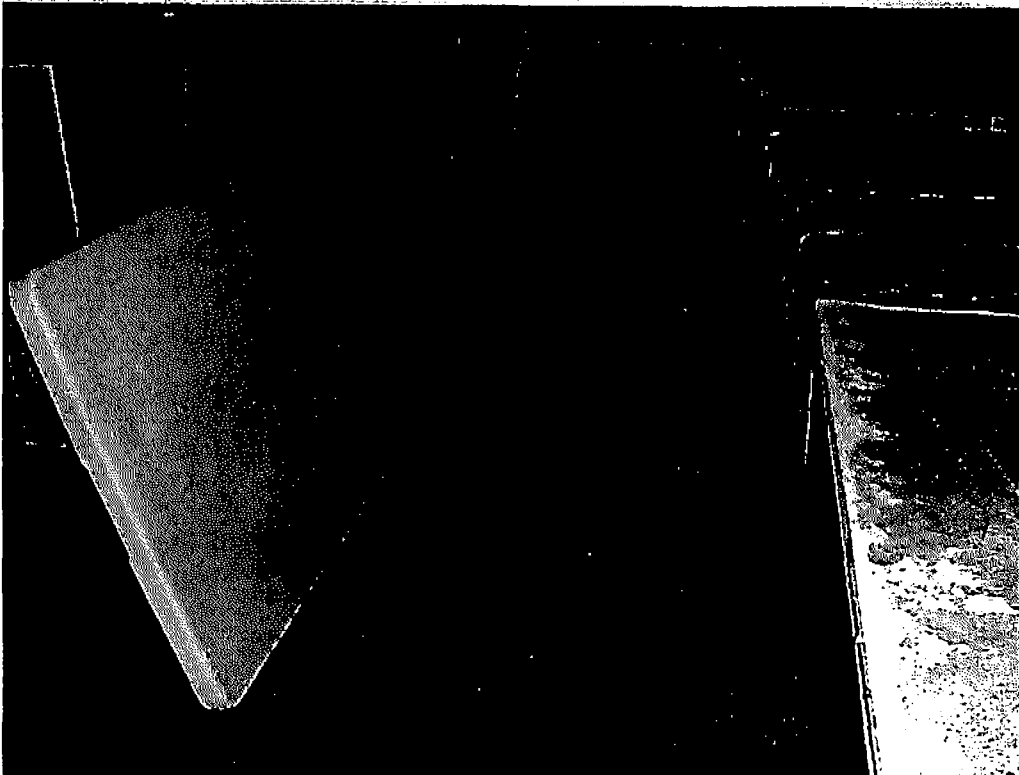
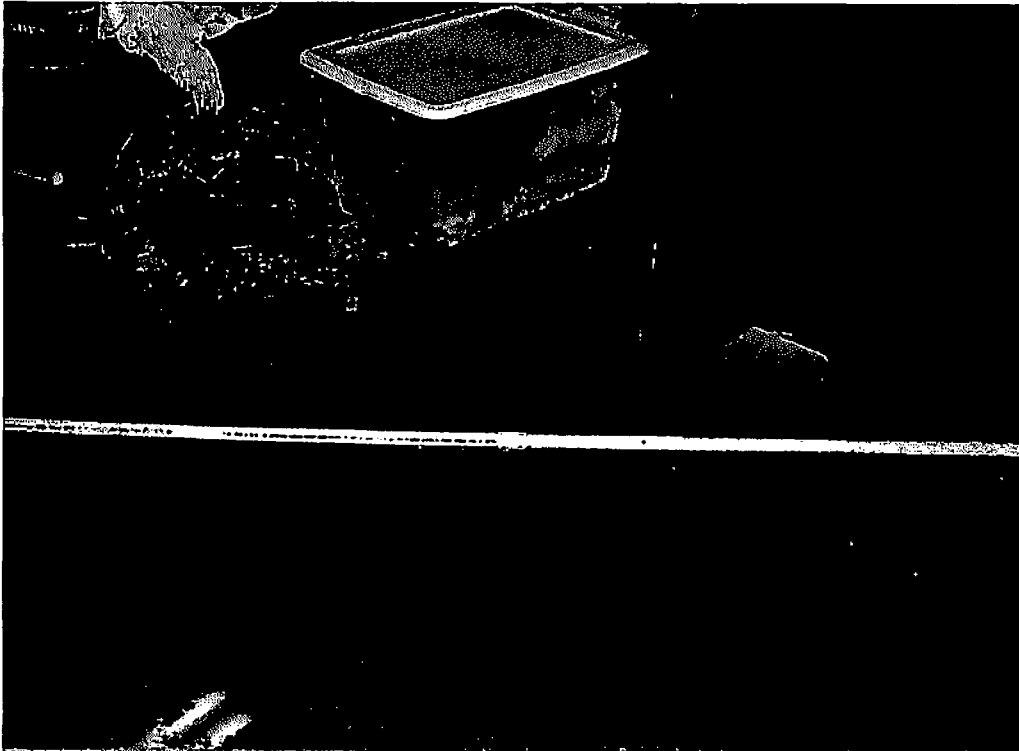




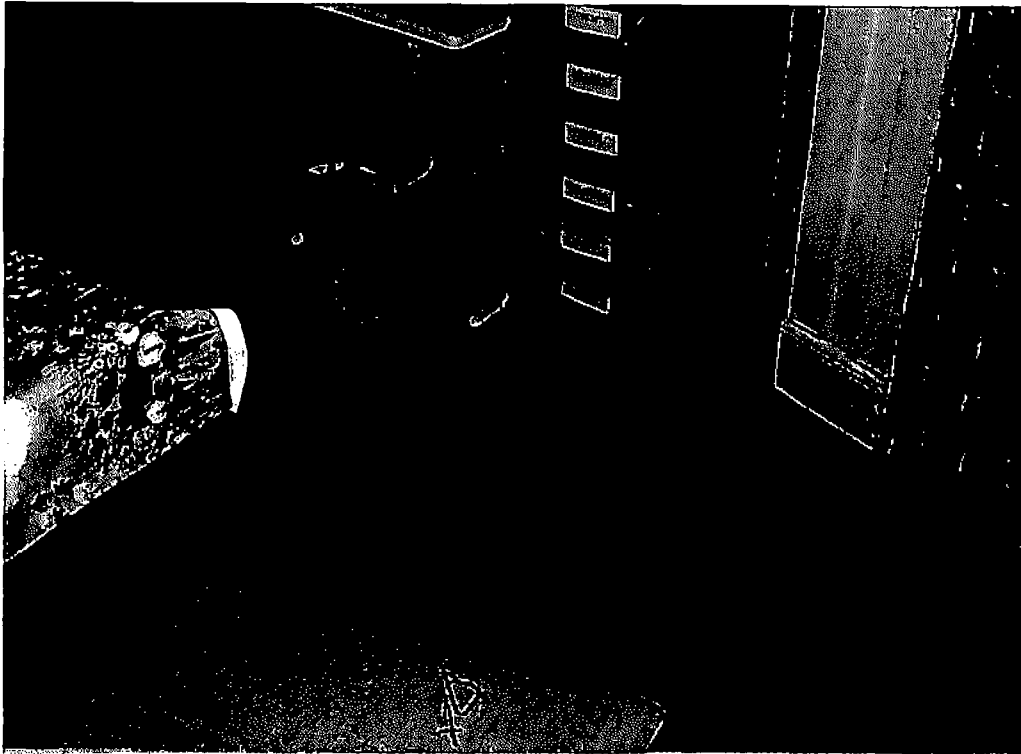












II

4.5

R. O. No. 287 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Gayle Sebald et al.

Finance

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

70



70

straight line

STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD.  
FORT MILL, SC 29715

Plaintiff

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

SUMMONS

Case No. **15CV0142**

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF GAYLE S.  
SEBALD  
4425 PRIMROSE CT., APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF CITY  
DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

**SUMMONS**

*Sealed by the City of Sheboygan, Wisconsin Dept. of City Development on 3-11-15 at 2:00pm*  
*2015 MAR 11 PM 2:44*  
*SHEBOYGAN, WISCONSIN*  
*CLERK CIRCUIT COURT*  
*Spaldin*

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.

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:

**Cord J. Harris  
Johnson, Blumberg & Associates, LLC.  
230 W. Monroe Street, Suite 1125,  
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 9, 2015

*Cord J. Harris*

---

**Cord J. Harris  
State Bar No. 1096301  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889**

WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD.  
FORT MILL, SC 29715

Plaintiff

COMPLAINT

Case No. **15CV0142**

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF GAYLE S.  
SEBALD  
4425 PRIMROSE CT. APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF CITY  
DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

SHEBOYGAN COUNTY  
WISCONSIN  
2015 MAR 10 P 2:44  
CLERK CIRCUIT COURT  
FILED

Now Comes Wells Fargo Bank, N.A., Plaintiff, by its attorney, Cord J. Harris 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 Gayle S. Sebald is an adult who executed a mortgage that is the subject of this foreclosure action against the property located at 2022 N. 8th St., Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendant.
3. That the mortgaged real estate is presently owned by Gayle S. Sebald.
4. That an UNKNOWN SPOUSE of Gayle S. Sebald may claim an interest in and to the subject real estate by virtue of his/her marriage to Gayle S. Sebald; that the interest of

said defendant in and to the said real estate is subject and subordinate to the lien of plaintiff's real estate mortgage.

5. On or about June 22, 2009, for value received Gayle S. Sebald executed and delivered to Wells Fargo Bank, N.A.; a note in writing dated that date and thereby promised to pay the principal balance of SIXTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$61,300.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.
6. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendant duly executed a mortgage to Wells Fargo Bank, N.A., which mortgage was dated on June 22, 2009 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 26, 2009 as Document Number 1881562. Plaintiff is the current holder of said mortgage.
7. The mortgagor defendant failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for June 1, 2014 to the present, and there is now due and owing to Plaintiff the principal sum of \$56,574.80, 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 defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
9. The property consists of real property other than a one to four unit family residence that is owner occupied as defined by Section 846.103 of the Wisconsin statutes commonly known as 2022 N. 8th St., Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

LOT TWELVE (12) BLOCK THREE (3), ASSESSMENT SUBDIVISION  
NUMBER TEN (10) IN THE CITY OF SHEBOYGAN, SHEBOYGAN  
COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT  
THEREOF.

TAX KEY NO: 59281701770

10. That the mortgagor defendant 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 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any

deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against the defendant 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. Current occupants of 2022 N. 8th Street, Sheboygan, WI 53081 are named as party defendants in order to extinguish any possessory interest or other interest that said defendants may claim in or to the mortgaged property.
12. The 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, and the Terms and Conditions thereof, from Gayle S. Sebald, to The City of Sheboygan Department of City Development, for \$6,412.00 dated July 1, 1996 and recorded on July 3, 1996 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1454786, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage by virtue of a Subordination executed by City of Sheboygan Department of City Development, recorded June 26, 2009 as Document No. 1881563, and said interest is sought to be terminated in this foreclosure action.
13. The City of Sheboygan, Wisconsin Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a Mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to the City of Sheboygan, Wisconsin, Department of City Development, for \$6,987.00 dated July 30, 2002 and recorded on September 13, 2002 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1648954, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage virtue of a Subordination Agreement instrument executed by City of Sheboygan Department of City Development dated June 10, 2009 and recorded June 26, 2009 as Document No. 1881564, and said interest is sought to be terminated in this foreclosure action.
14. 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 846.103 of the Wisconsin Statutes which calls for a three (3) 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 owner-occupied pursuant to section 846.101 of the Wisconsin Statutes, Plaintiff demands a six (6) 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 defendant 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 defendant 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 9, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

By: Cord J. Harris  
Cord J. Harris State Bar No. 1096301  
Johnson, Blumberg & Associates, LLC.  
Its Attorney

Cord J. Harris  
Attorney for Plaintiff  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889

Other Matters

9.5

R. O. No. 288 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a Notice of Claim regarding Ricky Van Der Vaart against the City of Sheboygan.

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

*Inance*

20

III

22

1880

Process Server RAM  
 NOTICE OF CLAIM 3/30/15 Time 9:15 A.M. - P.M.  
 Served Upon Susan Richards  
828 Center Ann Arbor, Sheboygan  
 Personal  Substitute  
 Posted  Corporate

MAR 30 '15 4:09:27

To: Susan Richards  
 City of Sheboygan Clerk  
 828 Center Ave., Suite 100  
 Sheboygan, Wisconsin 53081

Pursuant to Wis. Stat. §893.80, Ricky Van Der Vaart, residing at 6666 South 12<sup>th</sup> Street, Sheboygan, Wisconsin 53081, by his attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan as follows:

**Liability**

On or about December 30, 2014, the City of Sheboygan (the City) informed Ricky Van Der Vaart that he would not be allowed to return to work and terminated his employment. The City confirmed its decision to terminate Mr. Van Der Vaart on or about January 2, 2015. The termination of Mr. Van Der Vaart and the failure to accommodate Mr. Van Der Vaart is in violation of both the Americans with Disabilities Act and the Wisconsin Fair Employment Act.

**Damages**

Mr. Van Der Vaart intends to seek damages including, but not limited to, reinstatement, back pay, back benefits, costs, and attorney's fees.

Dated this 27<sup>th</sup> day of March, 2015.

ROHDE DALES, LLP

By Anthony J. Resimius  
 Anthony J. Resimius  
 A Member of the Firm  
 State Bar No. 1037195  
 Jacob R. Sundelius  
 An Associate of the Firm  
 State Bar No. 1096476

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

III

Other Matters

9.12

R. O. No. 289-14-15. By CITY CLERK. April 8, 2015.

Submitting a communication from Collin Kachel, President of The Armory Foundation, requesting that they be allowed to lease the Armory for \$1 per year for 3 years and at the end of 3 years have the option to purchase the Armory for \$2 along with drawings that reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory.

Finance

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

Sheboygan Common Council,

The Sheboygan Armory Foundation would like to lease the Sheboygan Auditorium and Armory for one dollar a year for three years. A forgivable loan for all utilities and costs will be assumed by the Armory Foundation at the end of each calendar year. At the end of three years the Sheboygan Armory Foundation would like to have the option of purchasing the Sheboygan Auditorium and Armory for two dollars with the assumption of an agreed upon grace period for all ADA and safety compliances. We will then take over all operational costs and responsibilities.

If anyone else would enter during the three year leasing period, we would like the final decisions to go to a referendum for the citizens of Sheboygan to decide. Thank you for allowing us a chance to provide a professional atmosphere for citizens and visitors a chance to pursue their passions, skills, and enjoy themselves under one roof in what we believe is one of the crown jewels of Sheboygan.

The attached drawings reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory. No structural construction or demolition will need to take place in order to repurpose the Armory in our vision. We believe this is a testament to the original design and unique characteristics that separate the Sheboygan Armory from other Armories that have been repurposed throughout the United States.

We look forward to meeting with city planners to discuss details. We have plans, purpose, and passion. We firmly believe The Sheboygan Armory will become an attractive place for all generations. Think of it as a YMCA with subscription based memberships for designers, makers, artists, entertainers, young professionals, and active youth in the City of Sheboygan.

Sincerely,



4-7-15

Collin Kachel --- President of The Armory Foundation

321 Bluff Ave  
Sheboygan WI, 53081  
815-341-3526  
collinkachel@charter.net