

*****ATTACHMENTS*****



APPOINTMENT

May 5, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Scott Lewandoske to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission to fill the unexpired term of Nancy Moudry whose term expires 4/20/15.


Mayor Michael J. Vandersteen

Lies over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

APPOINTMENT



May 5, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Tyler Ott to be considered for appointment to the Business Improvement District to fill the unexpired term of Larry Schaefer whose term expires 12/31/14.

A handwritten signature in black ink that reads "Michael J. Vandersteen".

MAYOR MICHAEL J. VANDERSTEEN

Lis over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

Appointment



SHEBOYGAN COUNTY

Roger L. Te Stroete
County Board Chairman

May 1, 2014

Mayor Michael J. Vandersteen
828 Center Avenue
Sheboygan, WI 53081

Re: Board of Marina, Park and Forestry Commissioners Appointment

Dear Mike,

Pursuant to the City of Sheboygan's Ordinance #92-04-05, I am pleased to appoint *Supervisor Charlie Conrardy* to serve as Sheboygan County's representative on the Board of Marina, Park and Forestry Commissioners for a one-year term expiring April, 2015 and for the subsequent one-year term expiring April, 2016:

Supervisor Conrardy can be contacted via his cell phone at 920-918-8161 and correspondence should be mailed to his home address at 2821 Windepoint Court, Sheboygan, WI 53083. He prefers not to be contacted via email.

Sincerely,

A handwritten signature in cursive script that reads "Roger L. Te Stroete".

Roger L. Te Stroete
Chairman of the Board

cc: Supervisor Conrardy

His over

II

R. O. No. _____ - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting various license applications.


City Clerk

CARNIVAL LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2638	Miesfelds Lakeshore Weekend	South Pier District - West and East of Triple Play Building.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2872	All Seasons Odd Jobs	1829 Arizona Ave.

COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2367	Sadoff Iron & Metal Co.	3313 N. 21 st St.

MISCELLANEOUS LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1476	1907 Club	2908 N. 21 st St.

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1207	Liars Club	1902 S. 12 th St. - one-day event to be Held 8/3/14 to include back yard of 1902 S. 12 th St. and partions of Swift Ave.
2638	Miesfelds Lakeshore Weekend	2741 N. 40 th St. - three-day event to be Held 7/25/14 to 7/27/14 to include South Pier District west & east of Triple Play Building.

Consent

3059 People to People

3822 Main Ave. - one-day event to be held
6/25/14, 7/9/14 & 7/30/14 to include all
Of Fountain Park for the Twilight Series
Concerts.

2808 Water Street Pub Softball

931 N. 12th St. - one-day event to be held
5/31/14 to include current premise and
Parking lot south of the building.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No. Name

Address

0380 Schoen, Henry

1714 Hilltop Dr.

II

R. O. No. - 14 - 15. By CITY PLAN COMMISSION. May 19, 2014.

Your Commission to whom was referred Gen. Ord. No. 1-14-15 by Alderperson Carlson and Damrow and R. O. No. 6-14-15 by City Clerk relative to granting Q-Mart the privilege of encroaching on City of Sheboygan property in order to replace and maintain an LED sign at 1006 Geele Ave. wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 13, 2014, and after due consideration, recommends approval of the General Ordinance and RO.

Consent

Director of Planning & Development

~~IX~~

6.1

Gen. Ord. No. 1 - 14 - 15. By Alderpersons Carlson and Damrow.
May 5, 2014.

AN ORDINANCE granting Quality State Oil, Inc., its successors and assigns, the privilege of encroaching upon described portions of Geele Ave. located at 1006 Geele Ave. in the City of Sheboygan for the purpose of replacing and maintaining an LED price sign on City property adjacent to Geele Ave.

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

Section 1. Subject to the terms and conditions contained herein, Quality State Oil, Inc., its successors and assigns, is hereby granted the privilege of encroaching upon described portions of Geele Ave. located at 1006 Geele Ave. in the City of Sheboygan for the purpose of replacing and maintaining an LED price sign on City property adjacent to Geele Ave. in accordance with the sketch attached hereto and made a part hereof:

1006 Geele Ave. for sign encroachment into Geele Ave. right-of-way.

That part of the right-of-way for Geele Ave., adjacent to Lot 18, Blk 4 of Kretz and Detlings Subd. In the SW ¼ of the NW ¼, Sect. 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Commencing at the southeast corner of Lot 18, Blk. 4 Kretz and Detlings Subd., also being the point of beginning, thence west 2.00' along the north line of Geele Ave. also being the south line of said Lot 18, thence south 5.00', thence east 2.00', thence north 5.00' to the point of beginning. Said described tract contains 10 square feet.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Quality State Oil, Inc., its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Quality State Oil, Inc., its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Quality State Oil, Inc., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City Plan approve

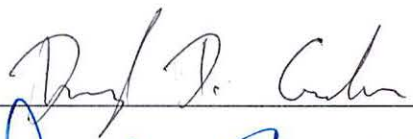
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

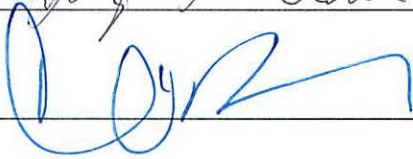
d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.





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

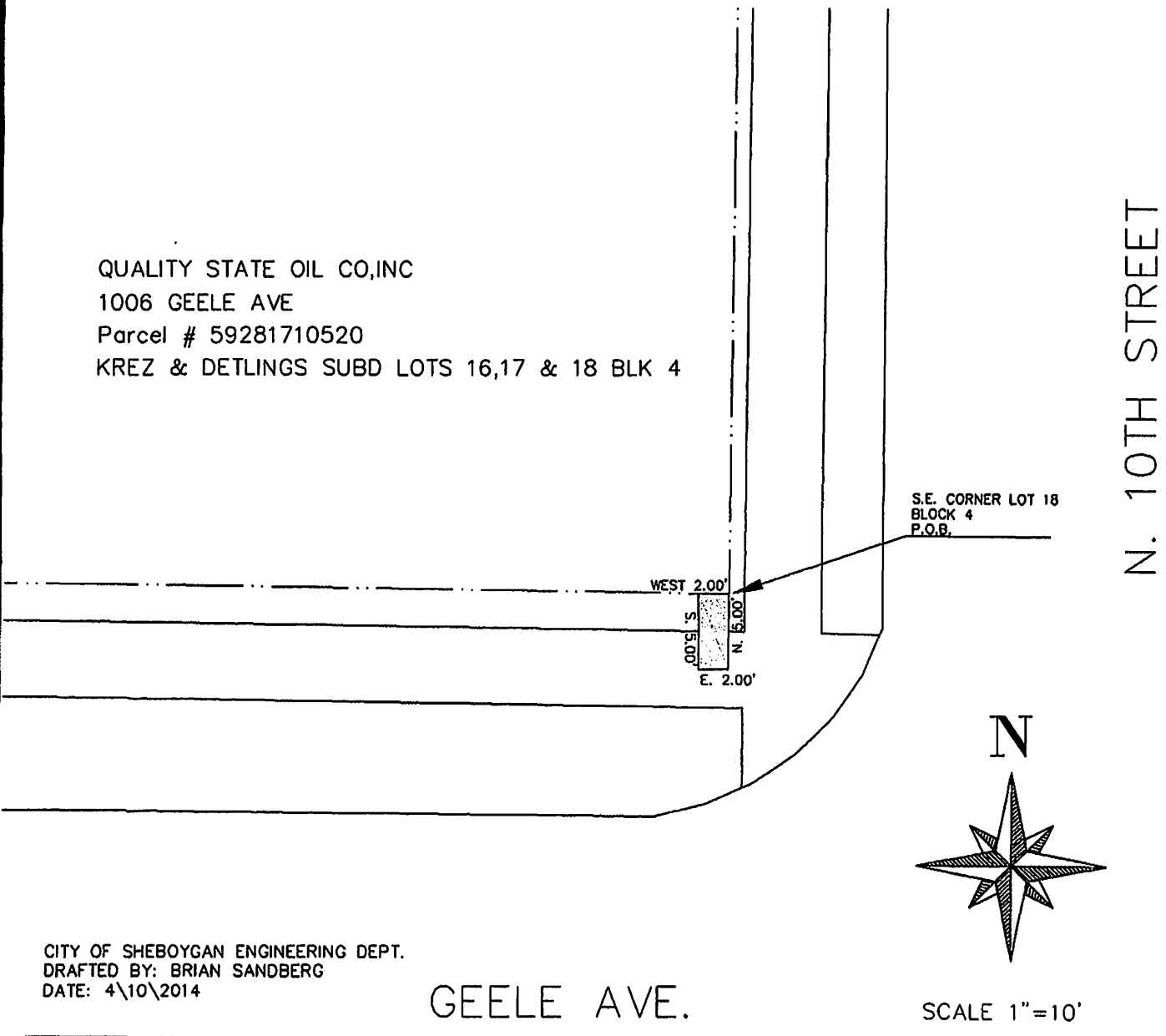
Approved _____ 20____. _____, Mayor

**ENCROACHMENT DESCRIPTION
AT 1006 GEELE AVENUE FOR SIGN ENCROACHING INTO
GEELE AVENUE RIGHT OF WAY**

THAT PART OF THE RIGHT OF WAY FOR GEELE AVENUE, ADJACENT TO LOT 18 BLOCK 4 OF KRETZ AND DETLINGS SUBDIVISION IN THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ SECTION 14 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 BLOCK 4 KRETZ AND DETLINGS SUBDIVISION ALSO BEING THE POINT OF BEGINNING, THENCE WEST 2.00 FEET ALONG THE NORTH LINE OF GEELE AVENUE ALSO BEING THE SOUTH LINE OF SAID LOT 18, THENCE SOUTH 5.00 FEET, THENCE EAST 2.00 FEET, THENCE NORTH 5.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINS 10 SQUARE FEET.

QUALITY STATE OIL CO, INC
1006 GEELE AVE
Parcel # 59281710520
KREZ & DETLINGS SUBD LOTS 16,17 & 18 BLK 4



CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\10\2014

II

3.1

R. O. No. 6 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a communication from Scott Stangel of Quality State Oil Co., Inc., requesting an encroachment at one of their QMarts at 1006 Geele Ave. in order to replace the current LED price sign as it was discovered that the existing pole and sign encroaches on city property adjacent to Geele Ave.

*City Plan
Act File*

Susan Richards

City Clerk

QUALITY STATE OIL Co., INC.

APR 17 '14 PM 4:07

April 17, 2014

Mayor Michael Vandersteen and members of the Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

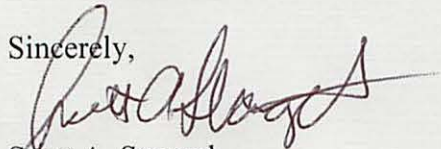
Dear Mayor Vandersteen and the Common Council:

Quality State Oil Company must replace the current LED price sign at its Q Mart store location at 1006 Geele Avenue. Recently the Planning Commission approved a Conditional Use Permit for the sign replacement for this location. Through this process it was discovered the existing pole and sign encroaches on city property adjacent to Geele Avenue. This is illustrated on the attached Encroachment Description document.

The pole and sign has been at this location on the property for over 20 years. The time has come to update and the repair the sign. In order to do this proper city approvals are required. To take the next step in this process, Quality State Oil is requesting encroachment authorization, which will allow for the issuance of a sign permit,

Thank you for your consideration. Please feel free to contact me with your questions at 803-6055 or scott.stangel@qualitystate.com.

Sincerely,



Scott A. Stangel
Wholesale Marketing Manager

Attachment

**ENCROACHMENT DESCRIPTION
AT 1006 GEELE AVENUE FOR SIGN ENCROACHING INTO
GEELE AVENUE RIGHT OF WAY**

THAT PART OF THE RIGHT OF WAY FOR GEELE AVENUE, ADJACENT TO LOT 18 BLOCK 4 OF KRETZ AND DETLINGS SUBDIVISION IN THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ SECTION 14 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 BLOCK 4 KRETZ AND DETLINGS SUBDIVISION ALSO BEING THE POINT OF BEGINNING, THENCE WEST 2.00 FEET ALONG THE NORTH LINE OF GEELE AVENUE ALSO BEING THE SOUTH LINE OF SAID LOT 18, THENCE SOUTH 5.00 FEET, THENCE EAST 2.00 FEET, THENCE NORTH 5.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINS 10 SQUARE FEET.

QUALITY STATE OIL CO, INC
1006 GEELE AVE
Parcel # 59281710520
KREZ & DETLINGS SUBD LOTS 16,17 & 18 BLK 4

N. 10TH STREET

S.E. CORNER LOT 18
BLOCK 4
P.O.B.

WEST 2.00'
S. 5.00'
E. 2.00'
N. 5.00'



CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\10\2014

GEELE AVE.

SCALE 1"=10'

II

R. O. No. -14-15. By CITY PLAN COMMISSION. May 19, 2014.

Your Commission to whom was referred Gen. Ord. No. 2-14-15 by Alderperson Thiel and Kath, Gen. Ord. No. 3-14-15 by Alderpersons Thiel and Kath and R.O. No. 7-14-15 by City Clerk relative to granting Sheboygan Dental Care the privilege of encroaching on City of Sheboygan road right-of-way in order to replace the existing accessible ramp and entry stairs and install a canopy over the ramp and stairs at 2202 Indiana Avenue; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 13, 2014, and after due consideration, recommends approval of the General Ordinances and RO.

Consent

Director of Planning & Development

~~V~~

6.2

Gen. Ord. No. 2 - 14 - 15. By Alderpersons Thiel and Kath. May 5, 2014.

AN ORDINANCE granting Robert W. Schoenenberger his heirs and assigns, the privilege of encroaching upon described portions of Indiana Ave. located at 2202 Indiana Ave. in the City of Sheboygan for the purpose of adding a canopy over the ramp and stairs.

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

Section 1. Subject to the terms and conditions contained herein, Robert W. Schoenenberger his heirs and assigns, is hereby granted the privilege of encroaching upon described portions of Indiana Ave., being part of the right of way for Indiana Ave. adjacent to Lot 15, Blk. 1, Assessment Subd. #8, City of Sheboygan, for the purpose of adding a canopy over the ramp and stairs, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Robert W. Schoenenberger his heirs and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Robert W. Schoenenberger his heirs and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Robert W. Schoenenberger his heirs and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City Plan

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



Julie Kath

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

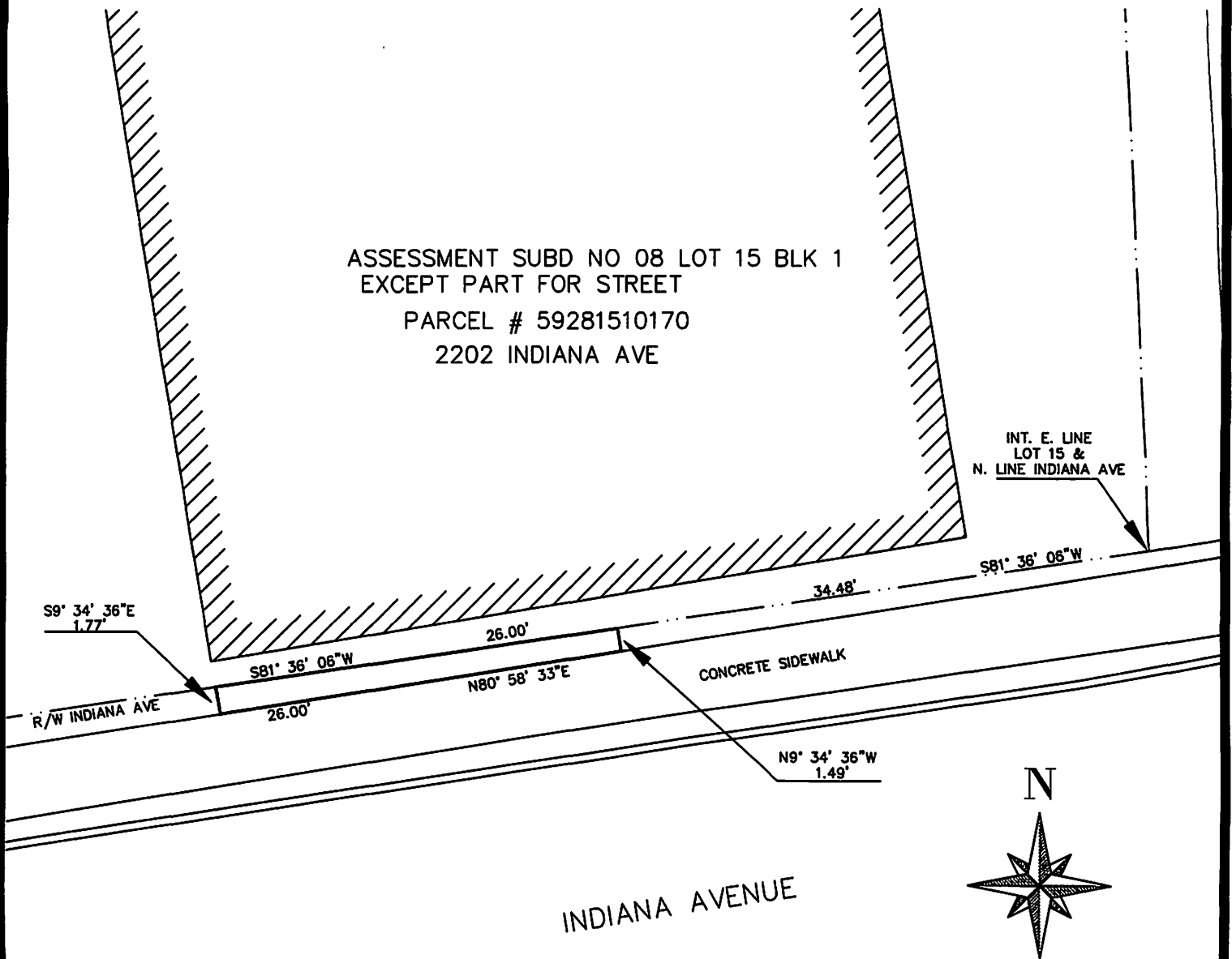
Approved _____ 20____. _____, Mayor

ENCROACHMENT DESCRIPTION FOR 2202 INDIANA AVENUE BUILDING ROOF OVERHANG

THAT PART OF THE RIGHT OF WAY FOR INDIANA AVENUE ADJACENT TO LOT 15 BLOCK 1 OF ASSESSMENT SUBDIVISION #8 IN GOVERNMENT LOT 2 NW $\frac{1}{4}$ SECTION 27, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT WHERE THE EAST LINE OF SAID LOT 15 INTERSECTS THE NORTH LINE OF INDIANA AVENUE, THENCE S.81°36'06"W ALONG THE NORTH LINE OF INDIANA AVENUE 34.48 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S81°36'06"W ALONG SAID NORTH RIGHT OF WAY 26.00 FEET, THENCE S.9°34'36"E. 1.77 FEET TO THE EDGE OF A CONCRETE SIDEWALK, THENCE N.80°58'33"E. ALONG SAID SIDEWALK 26.00 FEET, THENCE N.9°34'36"W. 1.49 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINS 42.3 SQUARE FEET.

ASSESSMENT SUBD NO 08 LOT 15 BLK 1
EXCEPT PART FOR STREET
PARCEL # 59281510170
2202 INDIANA AVE

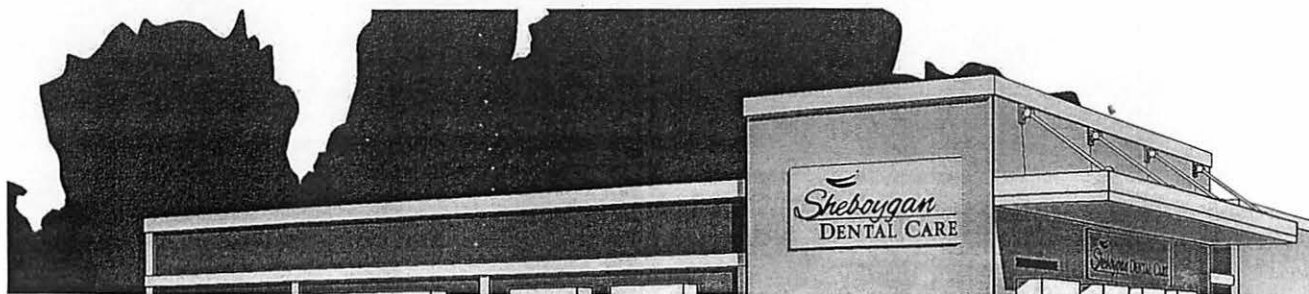


CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\10\2014

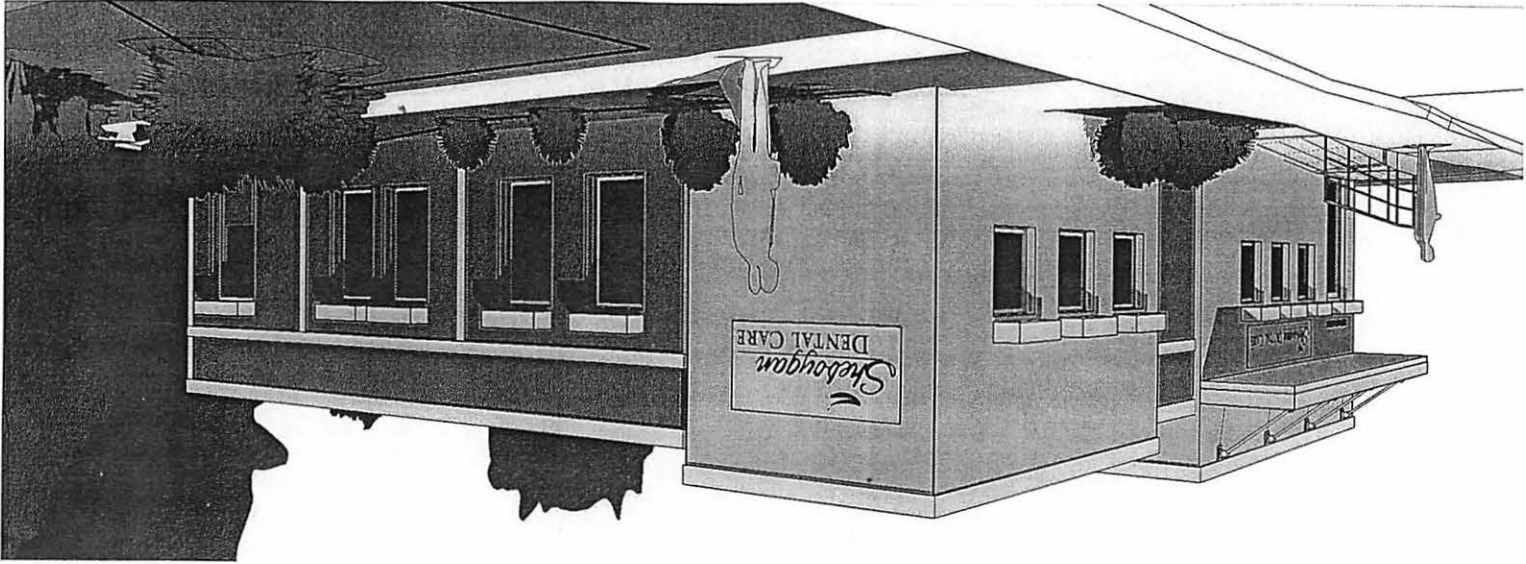
SCALE 1"=10'



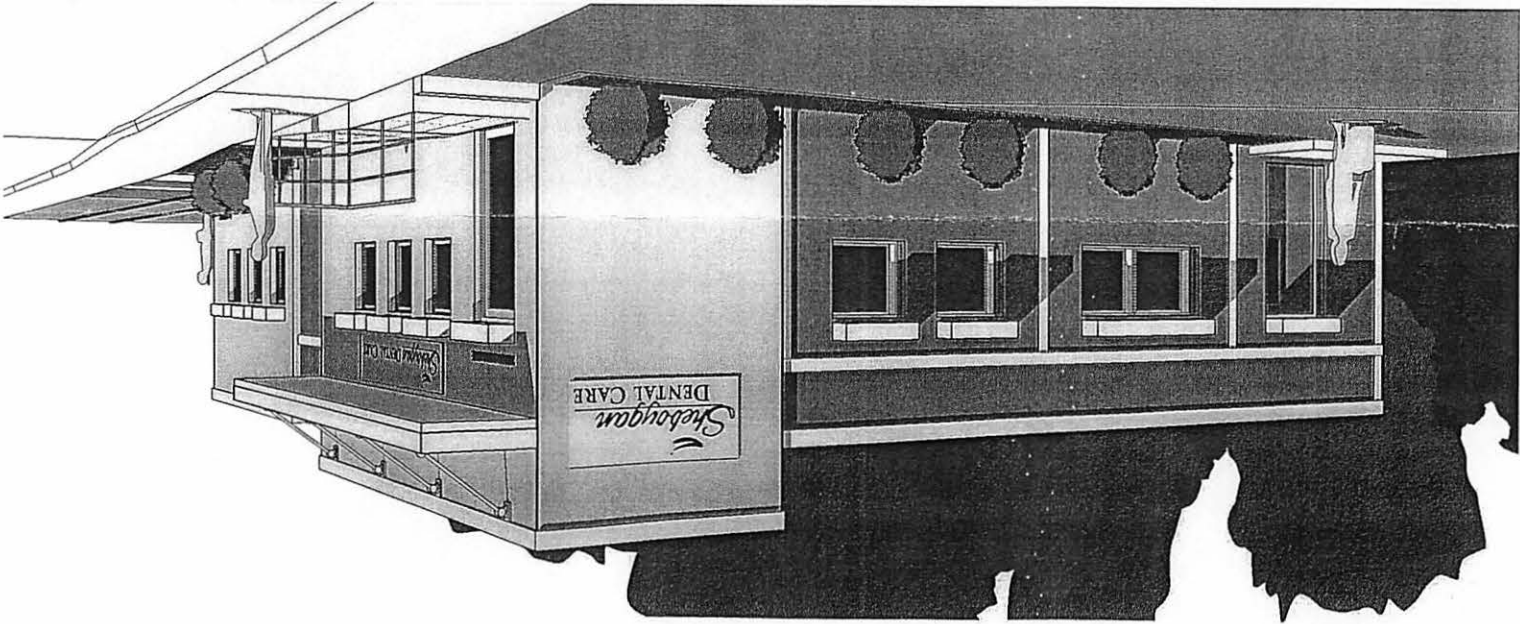
① SOUTHWEST 1

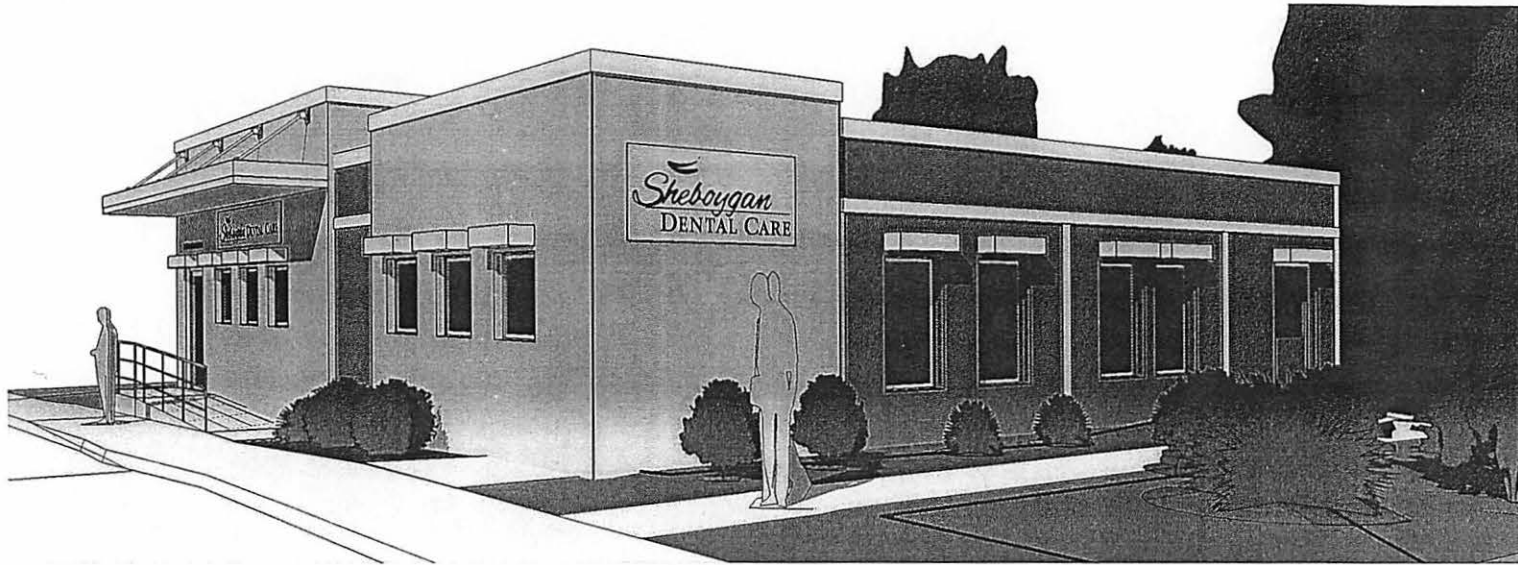


3 SOUTHEAST 1



2 SOUTHWEST 2





3 SOUTHEAST 1

FACADE RENOVATION
SHEBOYGAN DENTAL
 2202 INDIANA AVENUE
 SHEBOYGAN, WISCONSIN 53081

**HAMEISTER
 ARCHITECTS**
 I N C O R P O R A T E D

823 SOUTH TAYLOR DRIVE
 SHEBOYGAN, WISCONSIN 53081
 PHONE (920) 457-5500 FAX (920) 457-5005

DOCUMENT DATE	16 DEC. 2013	
REV.	DATE REVISION	CHECK
DRAWN BY	BEJ	CREATED BY
PROJECT NUMBER	101313	
SHEET DESCRIPTION	PERSPECTIVES	
SHEET NUMBER	A4.1	

© COPYRIGHT 2013
 HAMEISTER ARCHITECTS, INC.
 ALL RIGHTS RESERVED

~~X~~

6.3

Gen. Ord. No. 3 - 14 - 15. By Alderpersons Thiel and Kath. May 5, 2014.

AN ORDINANCE granting Robert W. Schoenenberger his heirs and assigns, the privilege of encroaching upon described portions of Indiana Ave. located at 2202 Indiana Ave. in the City of Sheboygan for the purpose of replacing the existing accessible ramp and entry stairs.

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

Section 1. Subject to the terms and conditions contained herein, Robert W. Schoenenberger his heirs and assigns, is hereby granted the privilege of encroaching upon described portions of Indiana Ave., being part of the right of way for Indiana Ave. adjacent to Lot 15, Blk. 1, Assessment Subd. #8, City of Sheboygan, for the purpose of replacing the existing accessible ramp and entry stairs, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Robert W. Schoenenberger his heirs and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Robert W. Schoenenberger his heirs and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Robert W. Schoenenberger his heirs and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City Plan

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



Julie Kath

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

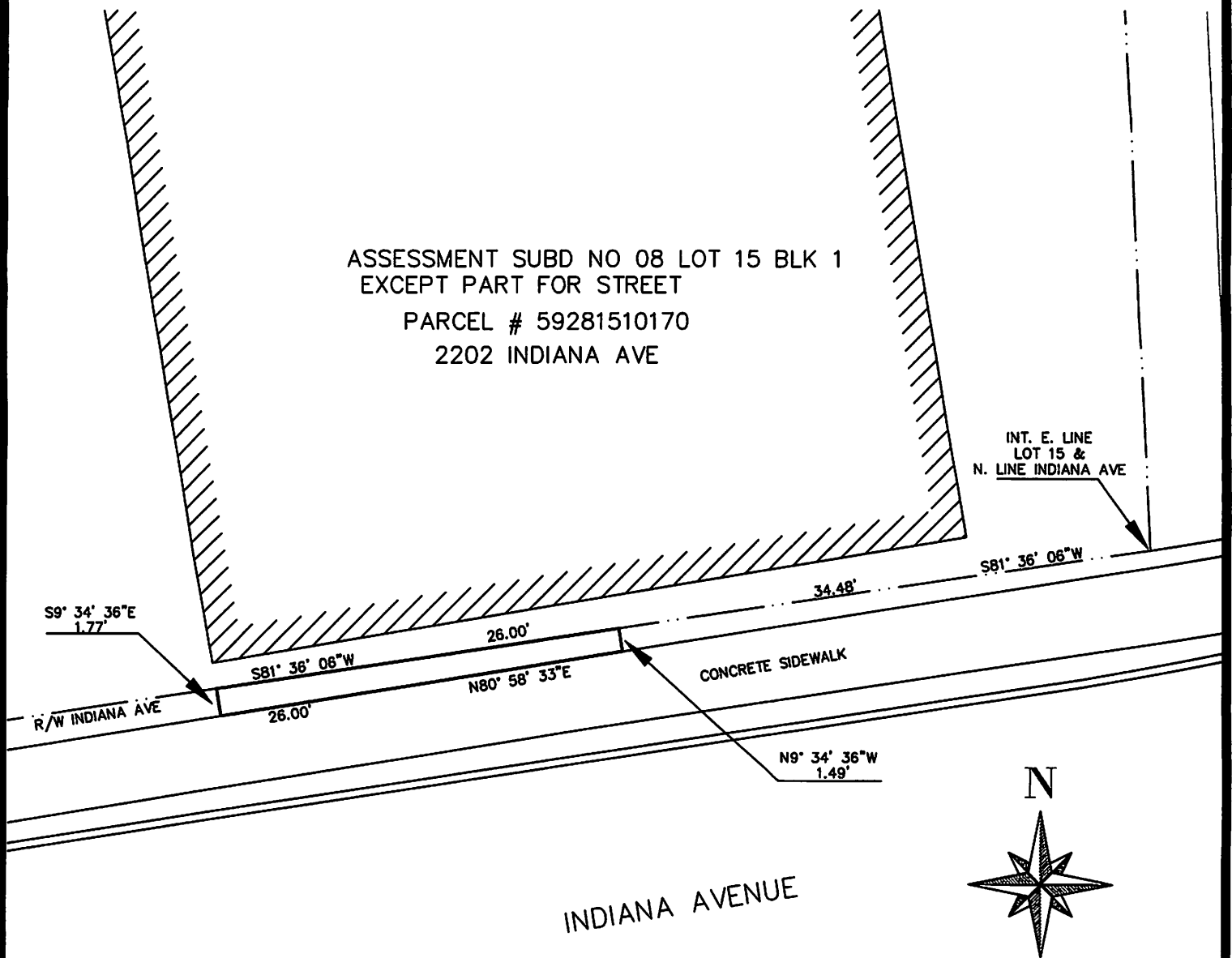
Approved _____ 20____, _____, Mayor

ENCROACHMENT DESCRIPTION FOR 2202 INDIANA AVENUE WHEELCHAIR RAMP

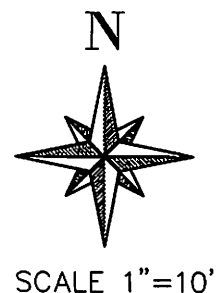
THAT PART OF THE RIGHT OF WAY FOR INDIANA AVENUE ADJACENT TO LOT 15 BLOCK 1 OF ASSESSMENT SUBDIVISION #8 IN GOVERNMENT LOT 2 NW $\frac{1}{4}$ SECTION 27, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT WHERE THE EAST LINE OF SAID LOT 15 INTERSECTS THE NORTH LINE OF INDIANA AVENUE, THENCE S.81°36'06"W ALONG THE NORTH LINE OF INDIANA AVENUE 34.48 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE S81°36'06"W ALONG SAID NORTH RIGHT OF WAY 26.00 FEET, THENCE S.9°34'36"E. 1.77 FEET TO THE EDGE OF A CONCRETE SIDEWALK, THENCE N.80°58'33"E. ALONG SAID SIDEWALK 26.00 FEET, THENCE N.9°34'36"W. 1.49 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINS 42.3 SQUARE FEET.

ASSESSMENT SUBD NO 08 LOT 15 BLK 1
EXCEPT PART FOR STREET
PARCEL # 59281510170
2202 INDIANA AVE



CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\10\2014



APR 23 '14 AM 11:38

22 April 2014

To:
City of Sheboygan Common Council
828 Center Avenue
Sheboygan, Wisconsin 53081

From:
Robert W. Schoenenberger, DDS
Sheboygan Dental Care
2202 Indiana Avenue
Sheboygan, Wisconsin 53081
920-452-8042
drbob@dentistsheboygan.com

Project:
Sheboygan Dental Care Façade Renovation
2202 Indiana Avenue
Sheboygan, Wisconsin 53081

Dear Council Members:

This is an Encroachment Request.

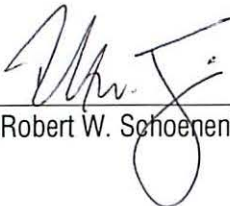
The first request is to replace the existing accessible ramp and entry stairs. The new Ramp and Stairs would have the same footprint and encroachment as the existing.

The second request is to add a Canopy over the new Ramp and Stairs. This would project directly over the same area and requires the same encroachment. The Canopy would provide weather protection for those entering and leaving the building.

Both of these constructions are part of a Façade Renovation for the entire building that I am undertaking as my commitment to my clients and to the City of Sheboygan to maintain and enhance this area as a place to live and work.

Thank you for your consideration of this matter.

Sincerely,



Dr. Robert W. Schoenenberger, DDS

4.23.2014

Date

II

3.11

R. O. No. 7 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a communication from Dr. Robert Schoenenberger, DDS, requesting two encroachments at Sheboygan Dental Care, 2202 Indiana Ave. in order to replace the existing accessible ramp and entry stairs and install a canopy over the ramp and stairs.

City Plan



City Clerk

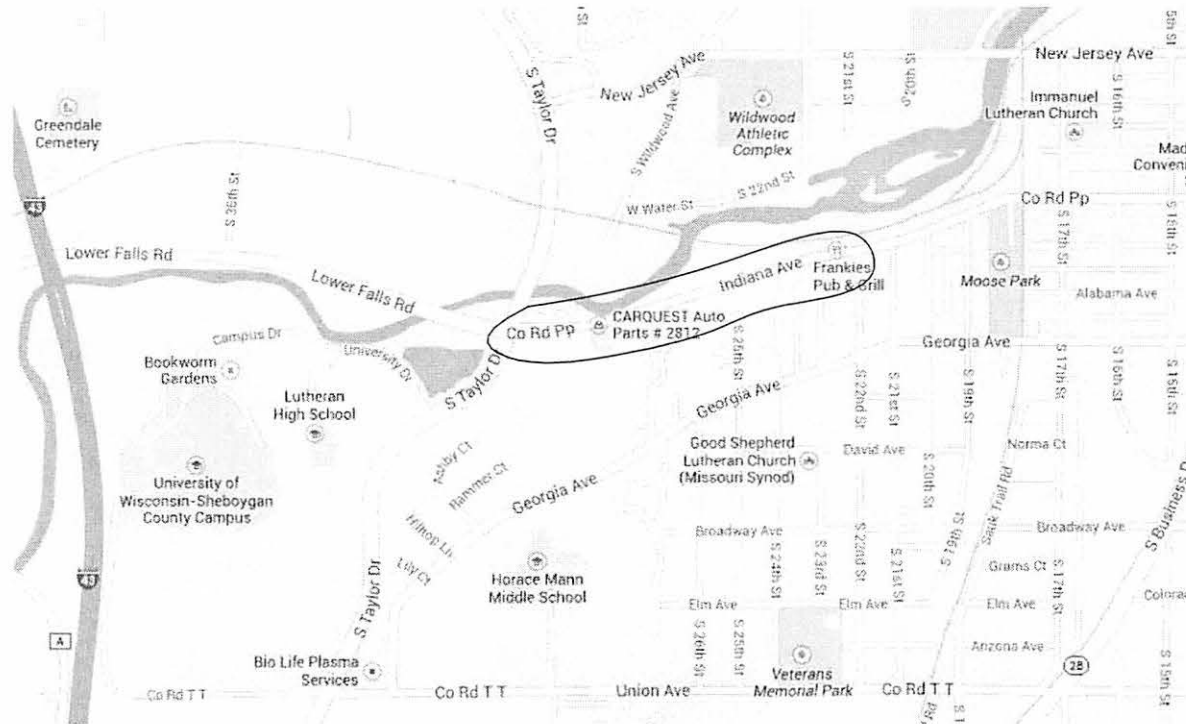
PROPOSED EXTENET SYSTEMS
UNDERGROUND FIBER OPTIC FACILITY

INDIANA AVE.
22ND STREET TO TAYLOR DR.
SHEBOYGAN, WI



3030 Warrenville Road
Suite 340, Lisle, IL 60532

PROJECT LOCATION



Description:

Beginning at an existing Alliant Utility Pole (#15-23-28.2 31/5) located in line with SPL of Indiana Ave. and 221' East of EPL of S. Taylor Dr., continue East, Northeast for 2545 feet to an existing Alliant Utility Pole (#no tag – Front of 2205 Indiana Ave.) located 4 feet West of West Right of Way of S. 22nd St. & 8 feet North of South Right of Way of Indiana Ave.

Total Encroachment Linear Footage: 2545

Total Encroachment Square Footage: 200

Scope:

Install, by boring, approximately 2545 LF of 2" diameter HDPE Conduit and fiber optic communication cables at 24" minimum depth between existing Alliant poles.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

CONSTRUCTION ONLY



Project #: _____

Job Title: SHEBOYGAN, WI

Engineer: Jeff Rinartz

Original Issue Date 11/22/13

Published Date: _____

BRI of Materials:	Description	Qty.
Fiber - 432		0
Fiber - 288		0
Fiber - 144		0
Fiber - 96		0
Fiber - 72		0
Fiber - 48		0
Fiber - 36		0
Fiber - 24		0
Fiber - 12		0
Fiber - Drop		0
Total Fiber		0
Route - Aerial		0
Route - UG-Leased		0
Route - UG-New Conduit		0
Route - Base Station		0
Total Route Footage		0
Poles - Paper		0
Poles - Telco		0
Poles - Other		0
Total Poles		0
Nodes		0
5/16" Strand		0
Anchors		0
Splices		0
Stack Loops		0
Handholes		0
Manholes		0

Route - Aerial	0	
Route - UG-Leased	0	
Route - UG-New Conduit	0	
Route - Base Station	0	
Total Route Footage		0
Poles - Paper	0	
Poles - Telco	0	
Poles - Other	0	
Total Poles		0
Nodes	0	
5/16" Strand	0	
Anchors	0	
Splices	0	
Stack Loops	0	
Handholes	0	
Manholes	0	

Nodes	0
5/16" Strand	0
Anchors	0
Splices	0
Stack Loops	0
Handholes	0
Manholes	0

- JOINT HOLE ◻ SLACK LOOP
- X POLE HOLE ◻ ANCHOR
- HOLE HOLE ◻ GRAB
- ≡ SPICE ◻ WHOLE
- ⊕ BRANCH SPICE ◻ WHOLE
- ⊖ STRAIGHT SPICE ◻ WALL
- ⊙ SPLIT SPICE ◻ PERCHA.
- CONNECTOR SPICE



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 456-7800

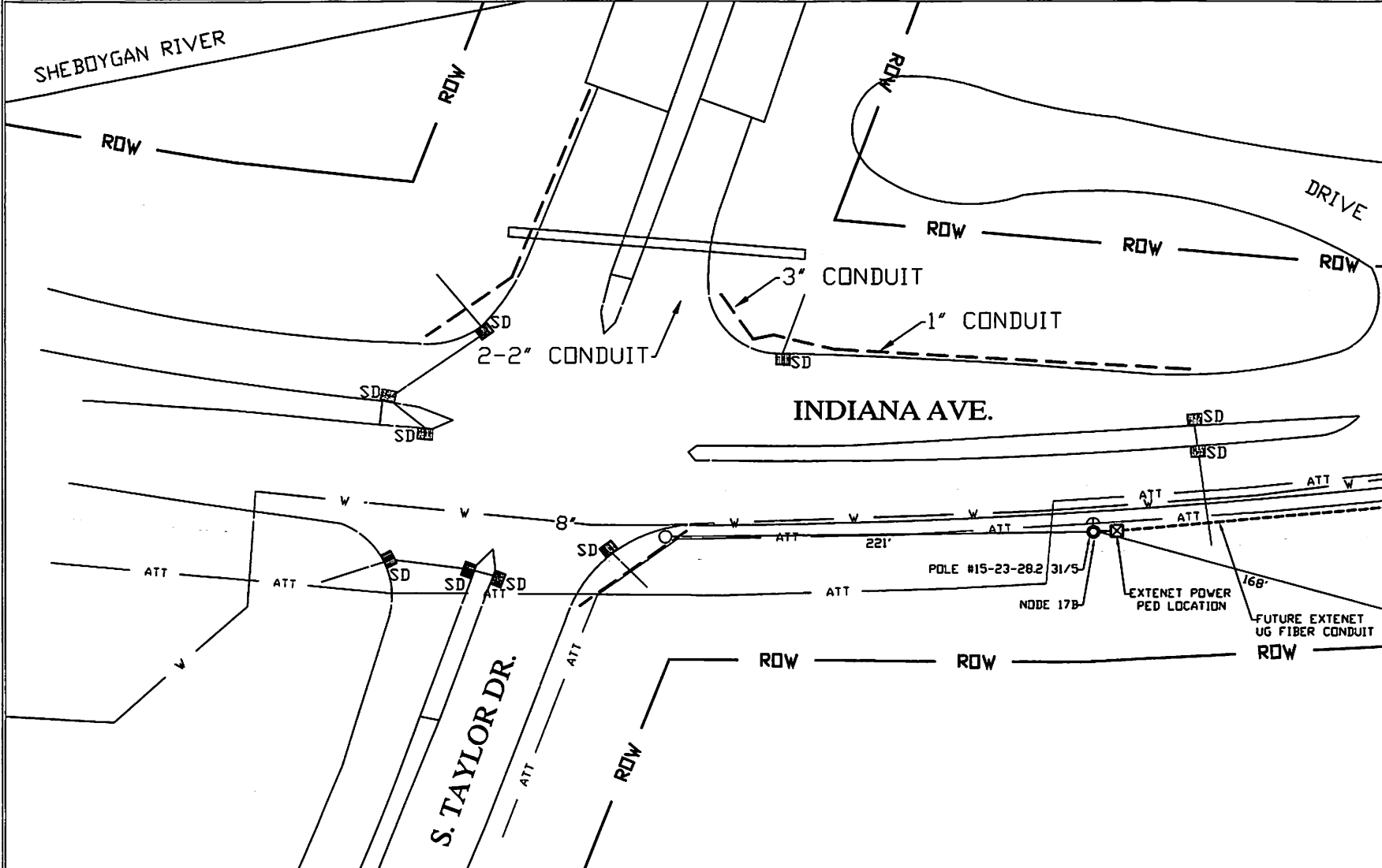
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State: WISCONSIN Municipality: SHEBOYGAN
County: SHEBOYGAN

Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

Scale: 1" = 50'

Map Number:



CONSTRUCTION ONLY

extenetSM
YOUR NETWORK. EVERYWHERE.
SYSTEMS
3030 Warrenville Road
Suite 340, Lisle, IL 60532

Project #: _____
Job Title: SHEBOYGAN, WI
Engineer: Jeff Ranartz
Original Issue Date 11/22/13
Published Date: _____

Bill of Materials:	
Description	Qty.
Fiber - 432	0
Fiber - 288	0
Fiber - 144	0
Fiber - 96	0
Fiber - 72	0
Fiber - 48	0
Fiber - 36	0
Fiber - 24	0
Fiber - 12	0
Fiber - Drop	0
Total Fiber	0
Route - Aerial	0
Route - UG-Leased	0
Route - UG-New Conduit	0
Route - Base Station	0
Total Route Footage	0
Poles - Power	0
Poles - Telco	0
Poles - Other	0
Total Poles	0
Nodes	0
5/16" Strand	0
Anchor's	0
Splices	0
Stack Loops	0
Handholes	0
Manholes	0

⊙ = JOINT POLE	⊙ = BLACK LOOP
× = POWER POLE	⊙ = ANCHOR
⊙ = NODE POLE	⊙ = CIRCLE
⊙ = SPLICE	⊙ = ANCHOR
⊙ = BRANCH SPLICE	⊙ = ANCHOR
⊙ = STRAIGHT SPLICE	⊙ = VALVE
⊙ = SLEEVES SPLICE	⊙ = METER
⊙ = CONNECTING SPLICE	

Gabe's
CONSTRUCTION
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-7600

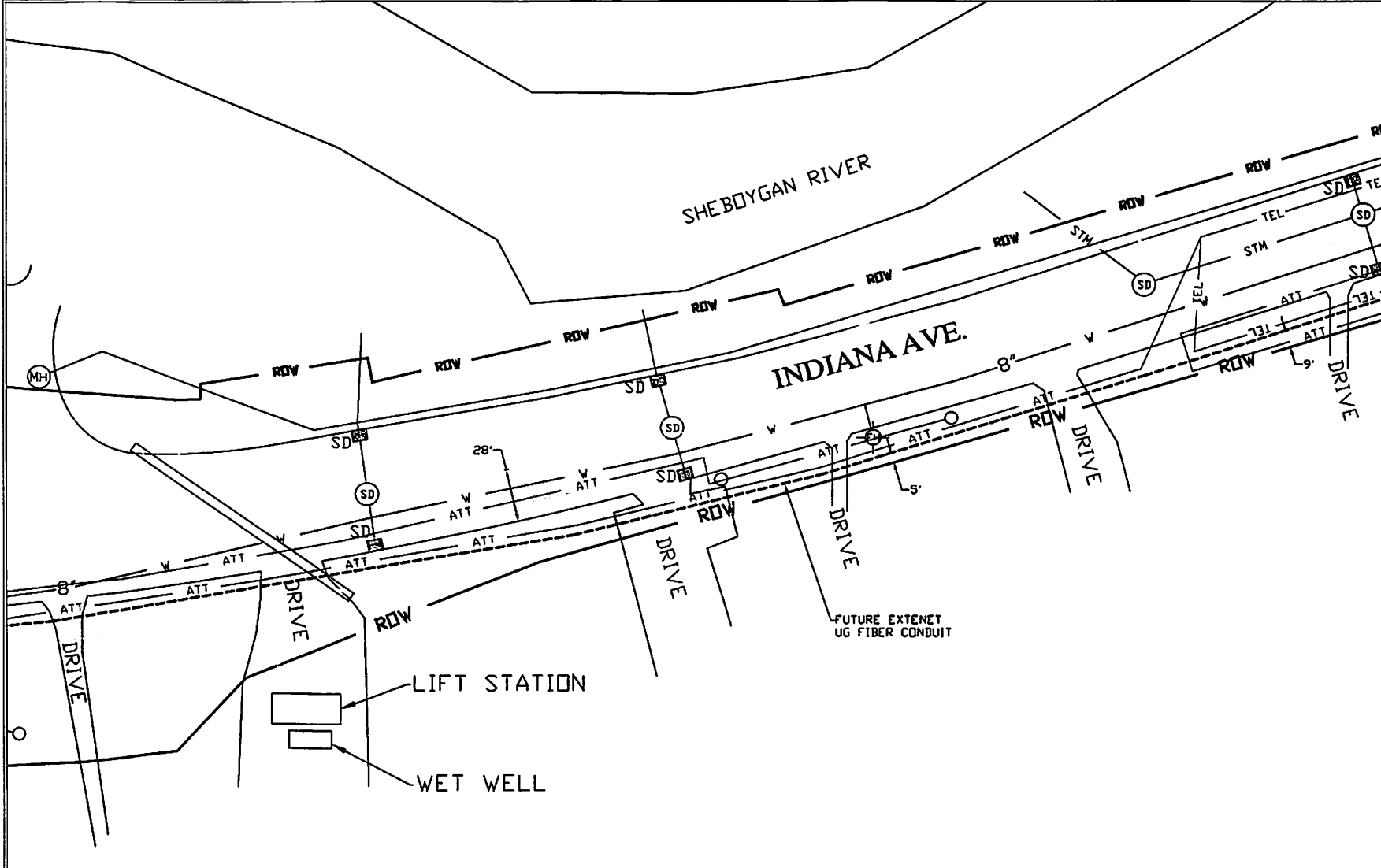
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Map Number: _____

State: WISCONSIN Municipality: SHEBOYGAN
County: SHEBOYGAN

Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

Scale: 1" = 50'



CONSTRUCTION ONLY



Project #:
 Job Title: SHEBOYGAN, WI
 Engineer: Jeff Rinortz
 Original Issue Date 11/22/13
 Published Date:

Bill of Materials:

Description	Qty.
Fiber - 432	0
Fiber - 288	0
Fiber - 144	0
Fiber - 96	0
Fiber - 72	0
Fiber - 48	0
Fiber - 36	0
Fiber - 24	0
Fiber - 12	0
Fiber - Drop	0
Total Fiber	0

Route - Aerial	0
Route - UG-Leased	0
Route - UG-New Conduit	0
Route - Base Station	0
Total Route Footage	0

Poles - Power	0
Poles - Telco	0
Poles - Other	0
Total Poles	0

Nodes	0
5/16" Strand	0
Anchors	0
Splices	0
Stock Loops	0
Manholes	0

- ⊙ = JOINT POLE ⊞ = BLACK LOOP
- ⊗ = POWER POLE ⊕ = JUNCTION
- ⊙ = POLE POLE ⊕ = CROWN
- ⊕ = SPLICE ⊕ = ANCHOR
- ⊕ = BRANCH SPLICE ⊕ = HANGOFF
- ⊕ = STRAIGHT SPLICE ⊕ = VALVE
- ⊕ = BULLHEAD SPLICE ⊕ = PILEDRIVE
- ⊕ = CONNECTING SPLICE



4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 492-2800

1	2	3
---	---	---

State: WISCONSIN Municipality: SHEBOYGAN
 County: SHEBOYGAN

Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

Scale: 1" = 50'

Map Number:

CONSTRUCTION ONLY



3030 Norwalk Road
Suite 200, Ithaca, NY 14850

Project #
Job Title: SHEBOYGAN, WI
Engineer: Jeff Ruppert
Original Issue Date: 11/22/13
Published Date:

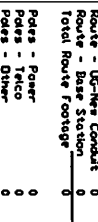
Bill of Materials

Description	Qty
Fiber - 432	0
Fiber - 438	0
Fiber - 482	0
Fiber - 48	0
Fiber - 94	0
Fiber - 72	0
Fiber - 48	0
Fiber - 36	0
Fiber - 24	0
Fiber - 12	0
Fiber - Drop	0
Total Fiber	0
Route - Aerial	0
Route - U/L-leased	0
Route - U/L-New Conduit	0
Route - Base Station	0
Total Route Footage	0
Poles - Power	0
Poles - Telco	0
Poles - Other	0
Total Poles	0

Notes:
3/16" Strand
Anchors
Sockets
Stack Loops
Handholes

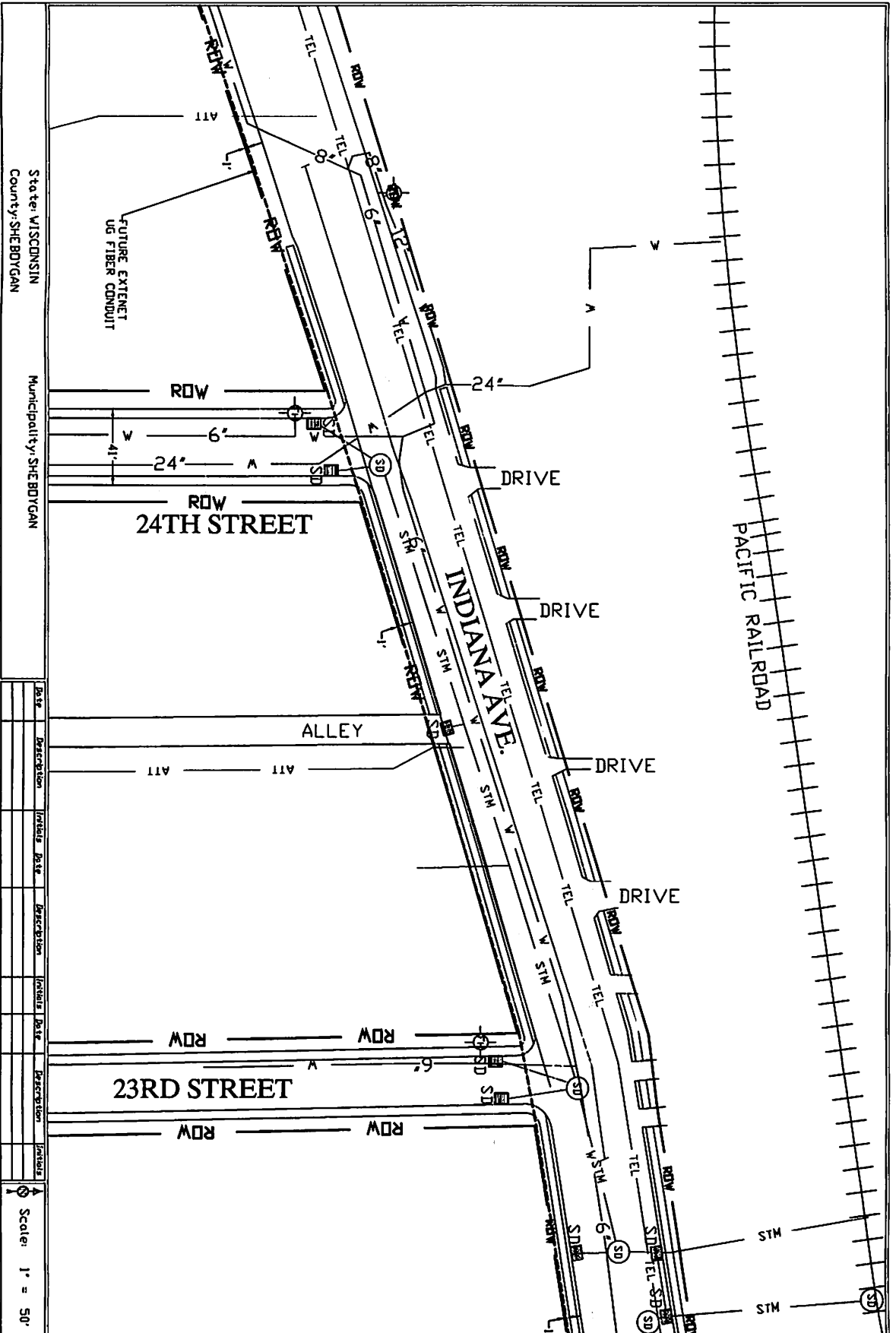
- 20ft pole
- 30ft pole
- 40ft pole
- 50ft pole
- 60ft pole
- 70ft pole
- 80ft pole
- 90ft pole
- 100ft pole
- 110ft pole
- 120ft pole
- 130ft pole
- 140ft pole
- 150ft pole
- 160ft pole
- 170ft pole
- 180ft pole
- 190ft pole
- 200ft pole
- 210ft pole
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- 850ft pole
- 860ft pole
- 870ft pole
- 880ft pole
- 890ft pole
- 900ft pole
- 910ft pole
- 920ft pole
- 930ft pole
- 940ft pole
- 950ft pole
- 960ft pole
- 970ft pole
- 980ft pole
- 990ft pole
- 1000ft pole

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 552-7890



Map Number:

3	4	5
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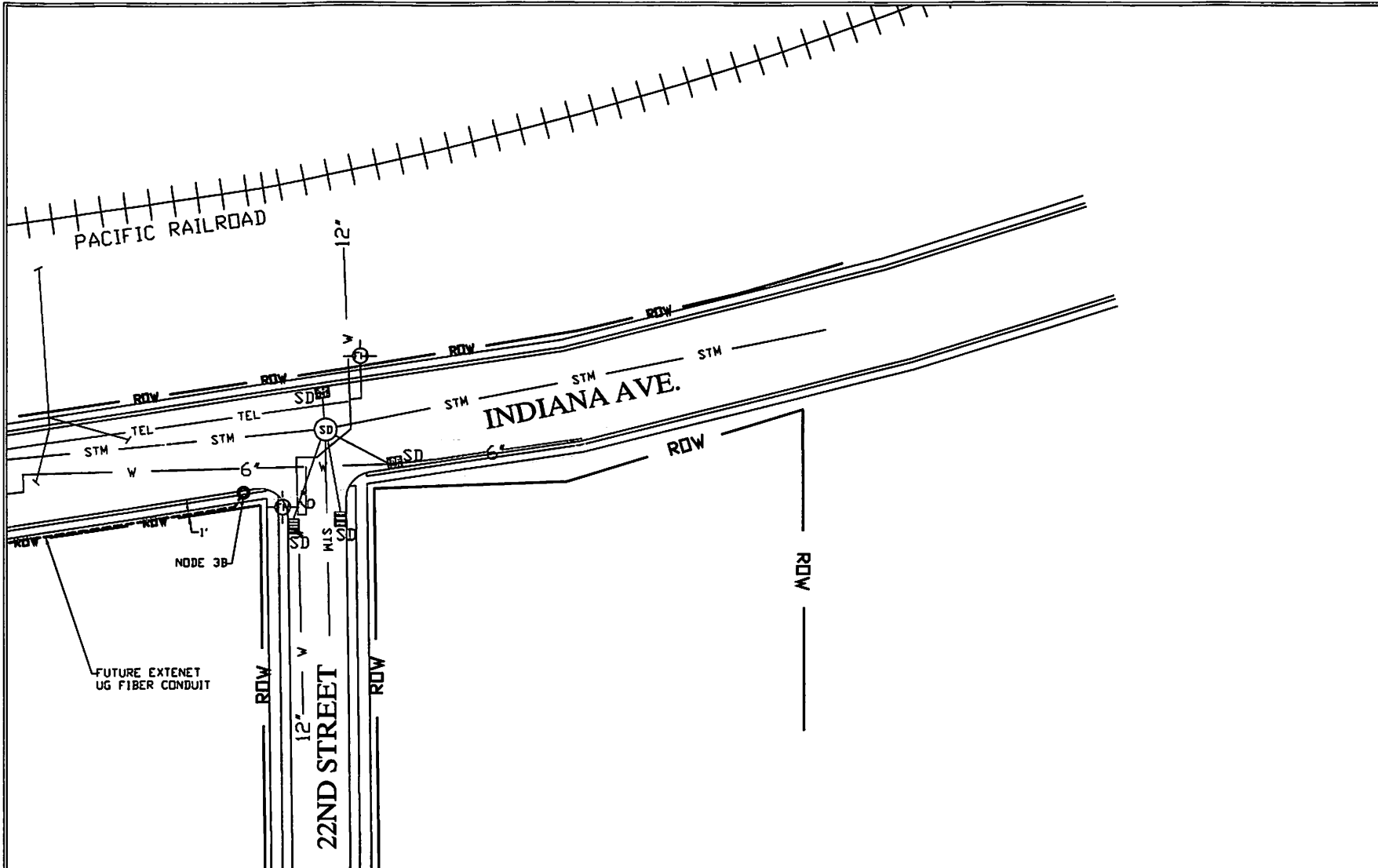


State: WISCONSIN
County: SHEBOYGAN

Municipality: SHEBOYGAN

Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

Scale: 1" = 50'



CONSTRUCTION ONLY



3030 Warrenville Road
Suite 340, Lisle, IL 60532

Project #: _____

Job Title: SHEBOYGAN, WI

Engineer: Jeff Rinartz

Original Issue Date 11/22/13

Published Date: _____

Bill of Materials:

Description	Qty.
Fiber - 432	0
Fiber - 288	0
Fiber - 144	0
Fiber - 96	0
Fiber - 72	0
Fiber - 48	0
Fiber - 36	0
Fiber - 24	0
Fiber - 12	0
Fiber - Drop	0
Total Fiber	0

Route - Aerial	0
Route - UG-Leased	0
Route - UG-New Conduit	0
Route - Base Station	0
Total Route Footage	0

Poles - Power	0
Poles - Telco	0
Poles - Other	0
Total Poles	0

Nodes	0
5/16" Strand	0
Anchor's	0
Splices	0
Stack Loops	0
Handholes	0
Manholes	0

- JOINT POLE ○ SLACK LOOP
- × POWER POLE ○ ANCHOR
- POLE POLE ○ CLOSURE
- SPLICE ○ ANCHOR
- ⊕ BRANCH SPLICE ○ HANDBOLE
- ⊖ STRAIGHT SPLICE ○ WALL
- ⊙ BULLOCK SPLICE ○ PERMIT
- CONNECTING SPLICE



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-7800

4	5
---	---

State: WISCONSIN Municipality: SHEBOYGAN
County: SHEBOYGAN

Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

Scale: 1" = 50'

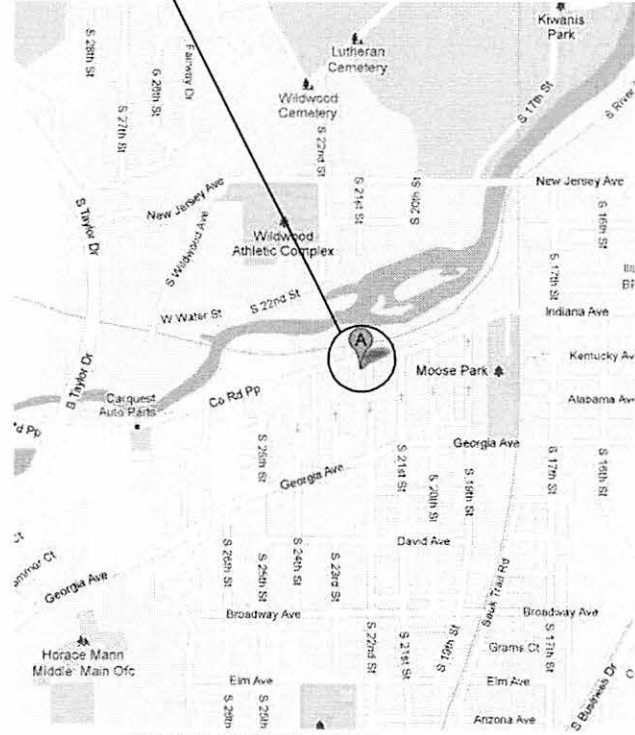
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FIBER OPTIC NODE INSTALLATION
 ONTO UTILITY POLE
 NODE 3B - SHEBOYGAN, WI
 FRONT OF 2205 INDIANA AVE

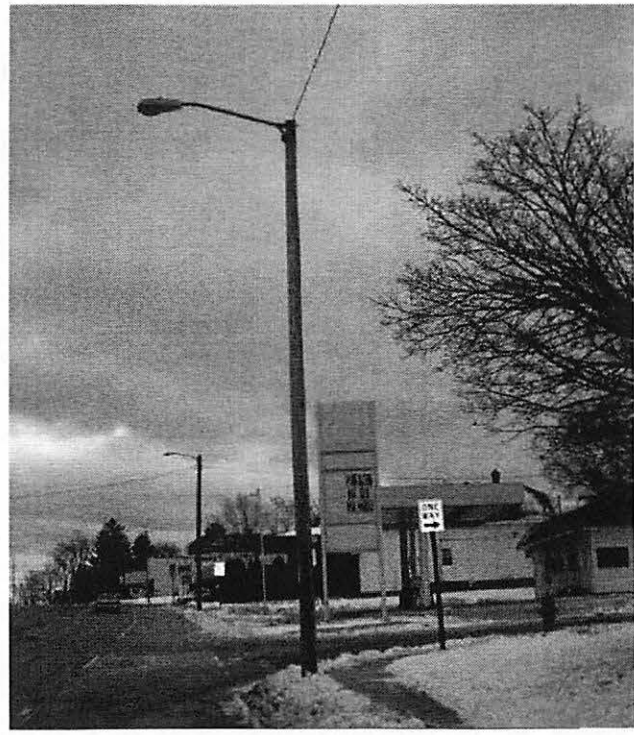
NODE - 3B

SITE LOCATION MAP



LATITUDE: 43.741921 LONGITUDE: -87.734459


SITE LOCATION PHOTO




SEGMENT:
NODE 3B

OWNER/DEVELOPER

 3030 Warrenville Road
 Suite 340, Lisle, IL 60532

ENGINEER:

 4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

CONTRACTOR:

 4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

TITLE:
 FIBER OPTIC NODE
 INSTALLATION ONTO
 UTILITY POLE
 SHEBOYGAN, WI

REVISIONS			
REV	DATE	DESCRIPTION	BY
01			
02			
03			
04			
05			
06			
07			
08			

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

PROJECT NUMBER:	EXTWI12001.3
FILE NUMBER:	NODE 3B
DATE DRAWN:	09/05/13
SCALE:	N.T.S.

SHEET:
1 OF 12

Description:

Beginning at an existing Alliant Utility Pole (#no tag – Front of 2205 Indiana Ave.) located 4 feet West of West Right of Way of S. 22nd St. & 8 feet North of South Right of Way of Indiana Ave., Continue East for 11 feet, then proceed South for 48 feet at 3 feet East of West Right of Way of S. 22nd St. Then continue East 9 feet to a proposed Extenet Meter Pedestal located 12 feet East of West Right of Way of S. 22nd St. & 40 feet South of South Right of Way of Indiana Ave.

Total Encroachment Linear Footage: 68

Total Encroachment Square Footage: 68

Scope:

Install approximately 68 LF of Electrical Conduit and low voltage power cables at 24” minimum depth to proposed meter pedestal from existing Alliant pole.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT:
NODE 3B

OWNER/DEVELOPER



3030 Worrenville Road
Suite 340, Lake, IL 60532

ENGINEER:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

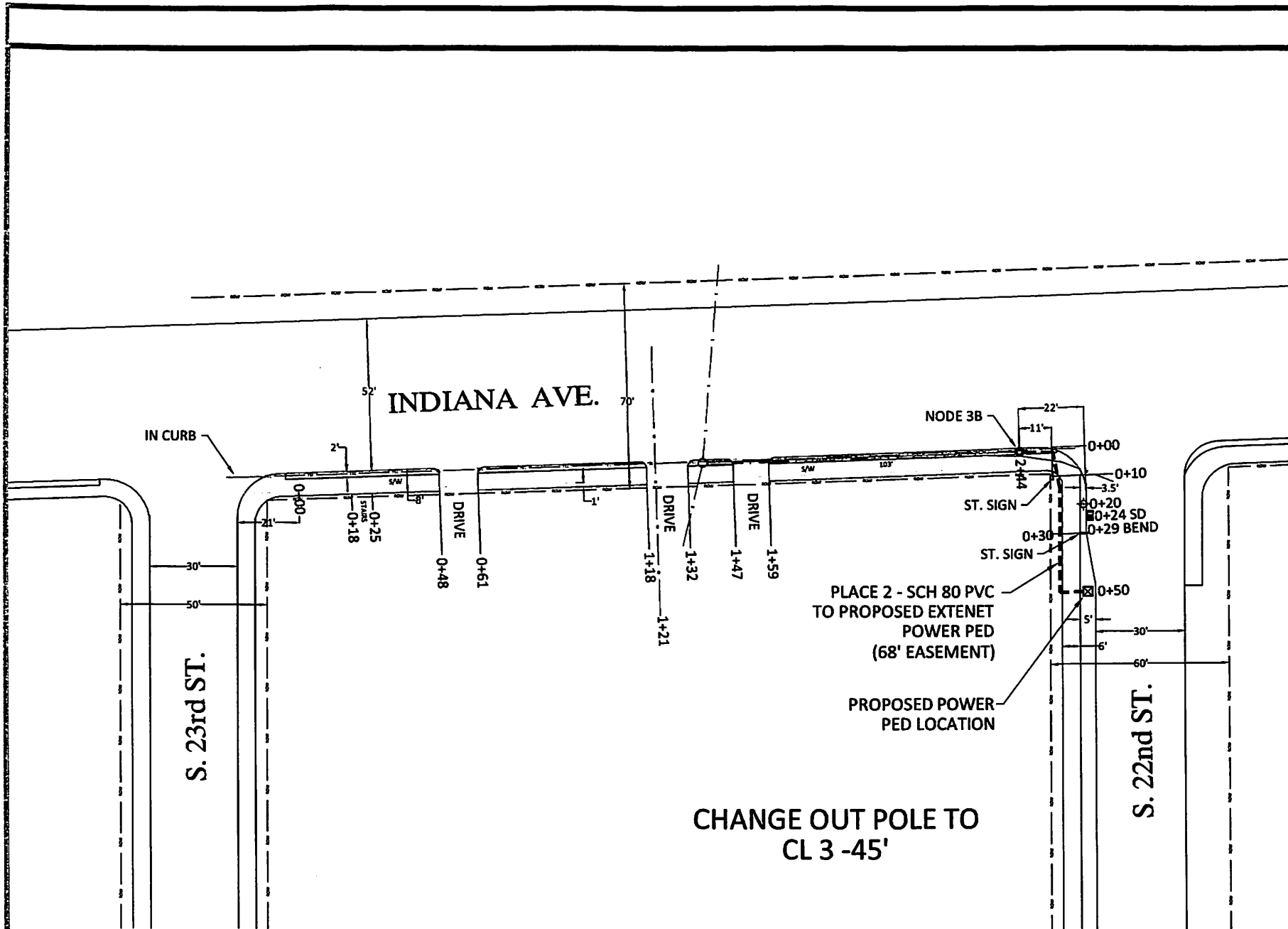
TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
01	04.02.14	ADDED DESCRIPTION	JO
02			
03			
04			
05			
06			
07			
08			


DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER:	EXTW112001.3
FILE NUMBER:	NODE 3B
DATE DESIGNED:	09/05/13
SCALE:	N.T.S.



SEGMENT:
NODE 3B

OWNER/DEVELOPER



3030 Worwilde Road
Suite 340, Lake, IL 60032

ENGINEER:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

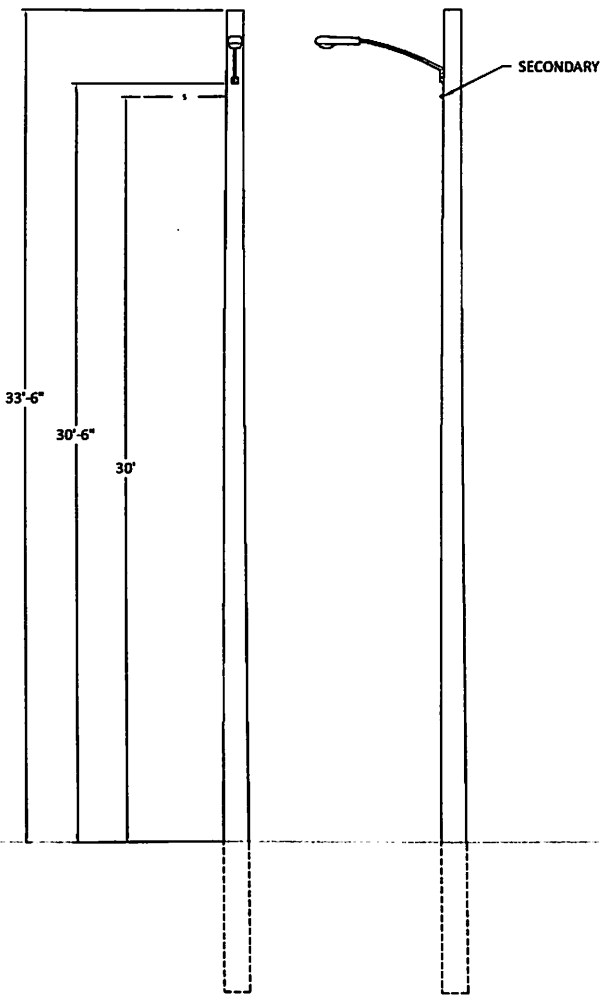
REVISIONS

REV	DATE	DESCRIPTION	BY
R1	04.02.14	EASEMENT TO 68'	JO
R2			
R3			
R4			
R5			
R6			
R7			
R8			

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

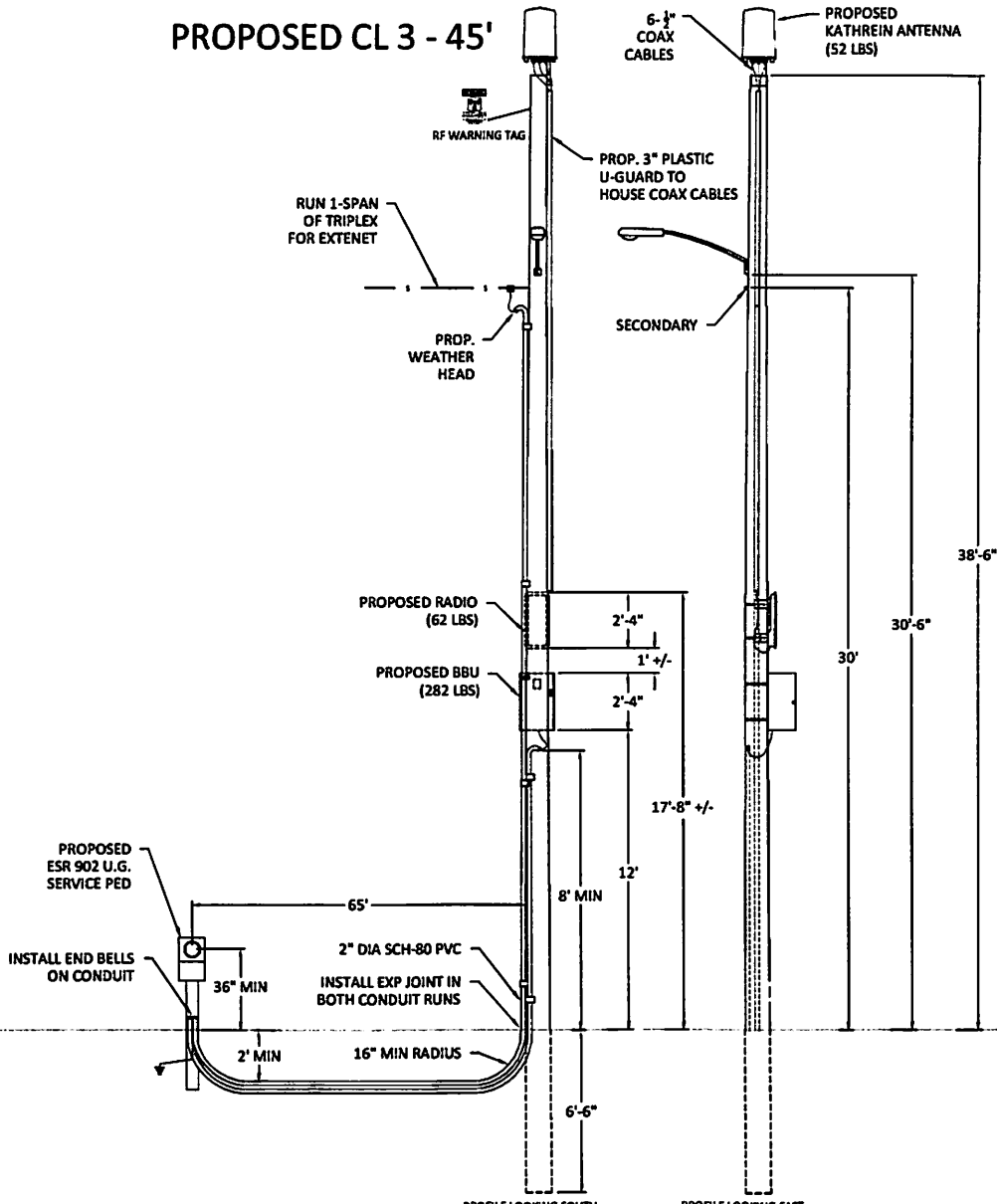
PROJECT NUMBER:	EKTW112001.3
FILE NAME:	NODE 3B
DATE DRAWN:	09/05/13
SCALE:	1" = 30'

EXISTING CL 5 - 40'



PROFILE LOOKING SOUTH
LAT. 43.741921 - LONG. -87.734459

PROPOSED CL 3 - 45'



PROFILE LOOKING SOUTH
LAT. 43.741921 - LONG. -87.734459

PROFILE LOOKING EAST
LAT. 43.741921 - LONG. -87.734459

SEGMENT:
NODE 3B

OWNER/DEVELOPER
net SIM
SYSTEMS YOUR NETWORK. EVERYWHERE.
3030 Warrenville Road
Suite 340, Lisle, IL 60532

ENGINEER:
Gabe's
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:
Gabe's
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

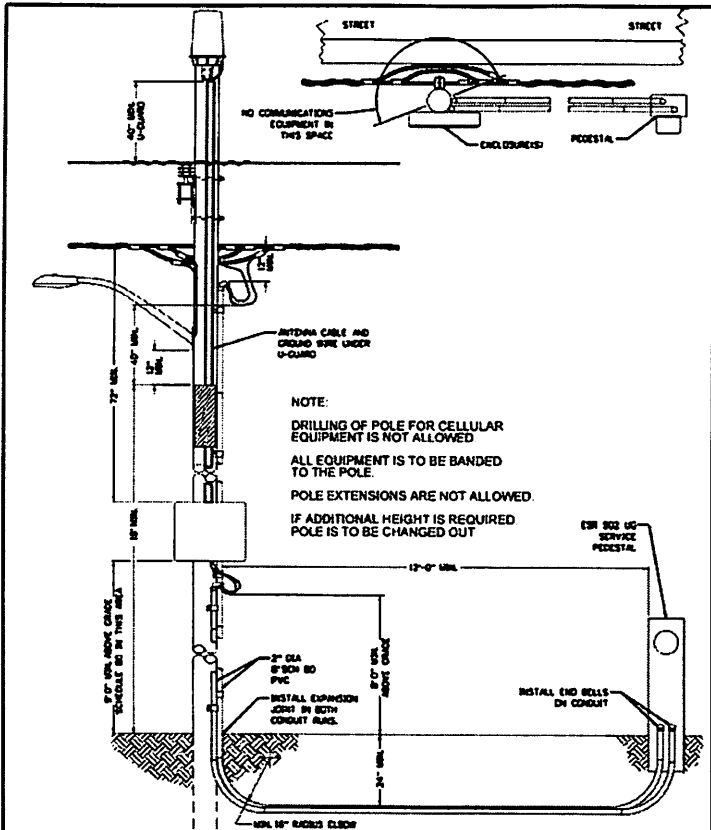
TITLE:
**FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI**

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY: **JO** CHECKED BY: **JR** APPROVED BY:

PROJECT NUMBER: **EXTWI120013**
FILE NUMBER: **NODE 3B**
DATE DRAWN: **09/04/13**
SCALE: **1" = 5'**



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ATTACHMENT REQUIREMENTS FOR CUSTOMER OR FOREIGN OWNED COMMUNICATION EQUIPMENT BETWEEN SUPPLY AND COMMUNICATION LINES.
 APPLICABLE DRAWING REFERENCE: APPENDIX 300
 DATE: 03/11/2013 REV:



WIRELESS CELLULAR SYSTEMS ATTACHMENT REQUIREMENTS FOR EQUIPMENT

Scale: N.T.S. 031113MAH



Chapter 9
SPECIAL SERVICES

Page 137
 Issued Jan 2012

902. UNDERGROUND SERVICE, 120/240 VOLT, SINGLE-PHASE, THREE-WIRE, 200 AMP. MAX. (CATV, TELEPHONE, MUNICIPAL), CONTINUED.

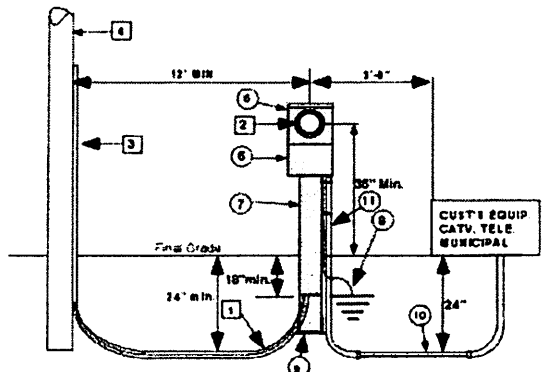


Fig 902

SEGMENT:
NODE 3B

OWNER/DEVELOPER
 net SYSTEMS
 3030 Warrsville Road
 Suite 340, Lake, IL 60032

ENGINEER:
 Gabe's
 4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

CONTRACTOR:
 Gabe's
 4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

TITLE:
FIBER OPTIC NODE INSTALLATION ONTO UTILITY POLE SHEBOYGAN, WI

REVISIONS			
REV	DATE	DESCRIPTION	BY

DRAWN BY: JO
 CHECKED BY: JR
 APPROVED BY:

PROJECT NUMBER: EXTW112001.3
 FILE NUMBER: NODE 3B
 DATE DRAWN: 09/05/13
 SCALE: N.T.S.

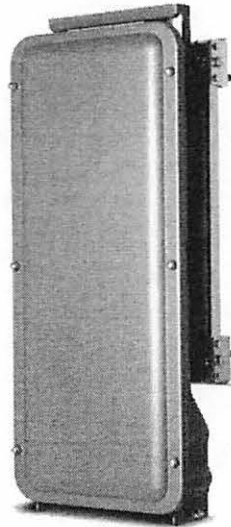
SHEET: 5 OF 12

DDV series

Deltanodes DDV series distributed high power radio head is a high performing wideband radio head equipped with a Pre Distortion power amplifier that supports all modulations. The light weight, convection cooled IP65 chassis secures the performance in almost any environment.

KEY FEATURES

- › Rugged chassis for use in any environment
- › Houses up to two bands or two sectors in the same casing
- › Remote control with Ethernet over the fiber optical connection
- › Operational parameters are set in a web interface, only a web browser is needed for control
- › Wide band amplification, 15MHz instantaneous BW
- › Alarms can be forwarded via SNMP to any Maintenance Centre
- › DHCP client for automatic IP configuration from the BGW
- › WDM/CWDM as option
- › External alarm in & out
- › Diversity as option
- › Complies to the RoHS directive 2002-95-EC



DDV series

GENERAL SPECIFICATIONS

Noise Figure	Typical	3	dB
Delay excluding optical fiber		< 0,5	µs
Instantaneous Band Width	Max	15	MHz
Power Supply	Mains	85 – 264	VAC or VDC
Operating Temperature		-25 +55	
Casing		IP65	

OPTICAL SPECIFICATIONS

RF Frequency range		88 – 2200	MHz
Flatness		+ - 3	dB
Optical output power	Nominal	3	mW
DFB Laser output Wavelength		1270 - 1610	nm
Optical return loss		< -40	dB
Optical isolator	min	30	dB
Side-mode suppression ratio	min	30	dB
Maximum optical input power	non destructive	10	mW

SPECIFICATIONS DDV100(Single Band)

Power Consumption	Typical	210	W
Dimensions	WxDxH	300 x 130 x 700	mm
Weight		< 14	Kg

SPECIFICATIONS DDV200(Dual Band)

Power Consumption	Typical	420	W
Dimensions	WxDxH	300 x 220 x 700	mm
Weight		< 28	Kg

AVAILABLE PRODUCTS, AMERICAN CELLULAR

System	UL Frequency MHz	DL Frequency MHz	Pout, DL dBm (RMS)	Standard
PCS1900	1850 - 1915	1930 - 1995	44	FCC
AWS	1710 - 1755	2110 - 2155	44	FCC

All specifications are subject to change without notice. Copyright ©2009 DeltaNode. All rights reserved.



Rel: 11-01

SEGMENT:
NODE 3B

OWNER/DEVELOPER



3030 Warrenville Road
Suite 340, Lisle, IL 60532

ENGINEER:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
02			
03			
04			
05			
06			
07			
08			

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

PROJECT NUMBER:	EXTWI12001.3
FILE NUMBER:	NODE 3B
DATE DRAWN:	09/05/13
SCALE:	N.T.S.

SHEET:
6 OF 12

www.deltanode.com Email: info@deltanode.com

DeltaNode
Wireless Technology

www.deltanode.com Email: info@deltanode.com

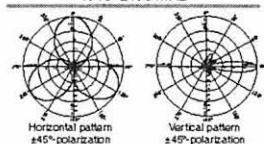
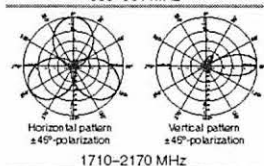
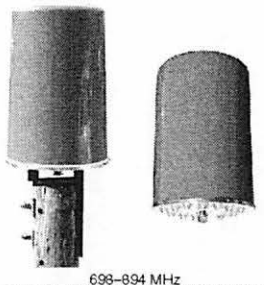
DeltaNode
Wireless Technology



840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
 698-894 MHz
 1710-2170 MHz

Kathrein's dual band antennas are ready for 3G and 4G applications, covering all existing wireless bands as well as at spectrum under consideration for future systems.

- Wide band operation.
- Exceptional intermodulation characteristics.
- High strength fiberglass radome.
- Each antenna section is independently accessible.



General specifications:

Frequency range	698-894 MHz 1710-2170 MHz
VSWR	<1.5:1
Impedance	50 ohms
Intermodulation (2x20w)	IM3: <-150 dBc
Polarization	+45° upper and lower band +45° upper and lower band
Connector	12 x 7-16 DIN female
Isolation - Intra-system	>30 dB
Isolation - Inter-system	>40 dB (698-894 & 1710-2170 MHz)
Radome color	Brown or grey
Weight	50 lb (22.7 kg)
Height	24 inches (609 mm)
Radome diameter	16 inches (407 mm)
Wind load	at 93 mph (150 kph)
Side	32 lbf (138 N)
Wind survival rating*	100 mph (160 kph)
Shipping dimensions	32 x 20 x 19 inches (813 x 508 x 483 mm)
Shipping weight	52 lb (23.6 kg)
Mounting	Designed to be mounted on top of a utility pole using a custom mounting bracket supplied by the customer.

See reverse for order information.

Specifications:	698-894 MHz	895-894 MHz	1710-1880 MHz	1850-1990 MHz	1920-2170 MHz
Gain	10.4 dBi	11.6 dBi	13.6 dBi	13.6 dBi	13.2 dBi
Front-to-back ratio (10° ± 30°)	>24 dB (typical) >18 dB (total power)	>26 dB (typical) >20 dB (total power)	>32 dB (typical) >24 dB (total power)	>30 dB (typical) >26 dB (total power)	>30 dB (typical) >26 dB (total power)
Maximum input power	250 watts (at 50°C)	250 watts (at 50°C)	200 watts (at 50°C)	200 watts (at 50°C)	200 watts (at 50°C)
+45° and -45° polarization horizontal beamwidth	71° (half-power)	65° (half-power)	60° (half-power)	62° (half-power)	64° (half-power)
+45° and -45° polarization vertical beamwidth	37° (half-power)	31° (half-power)	19° (half-power)	17.5° (half-power)	17.5° (half-power)
Cross polar into main direction	0°	18 dB	25 dB	22 dB	25 dB
Sector (typical) ±60°	>8 dB	>8 dB	>9 dB	>9 dB	>12 dB

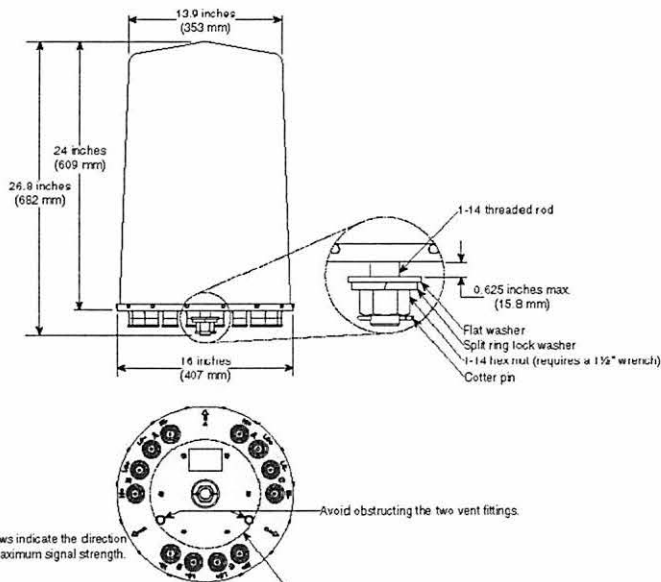


*Mechanical design is based on environmental conditions as stipulated in TIA-222-G-2 (December 2009) and/or ETSI 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.

Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-3991
 Email: com.munications@kathrein.com Internet: www.kathrein-scala.com



840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
 698-894 MHz
 1710-2170 MHz



Order Information:

Model	Description
840 1051 5	Brown Dualband 700 MHz X-pol Tri-sector Antenna
840 1051 6	Grey Dualband 700 MHz X-pol Tri-sector Antenna

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-scala.com.
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 Email: com.munications@kathrein.com Internet: www.kathrein-scala.com

SEGMENT:
NODE 3B

OWNER/DEVELOPER



3030 Warrenville Road
 Suite 340, Lisle, IL 60532

ENGINEER:



4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

CONTRACTOR:



4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

TITLE:

FIBER OPTIC NODE
 INSTALLATION ONTO
 UTILITY POLE
 SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
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DRAWN BY: CHECKED BY: APPROVED BY:

JO JR

PROJECT NUMBER: EXTWI12001.3

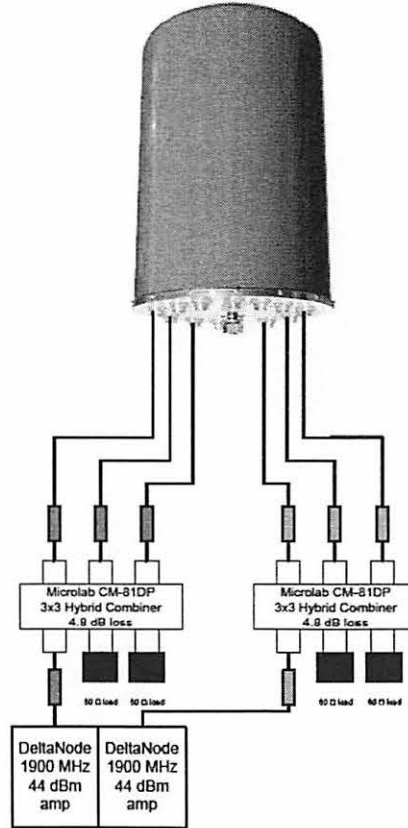
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DATE DRAWN: 09/04/13

SCALE: N.T.S.

SHEET: 7 OF 12

Kathrein 840 10515



SPR 1900 CDMA/EVDO
 SPR 800 CDMA/EVDO

SEGMENT:
NODE 3B

OWNER/DEVELOPER

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 SYSTEMS

3030 Warrenville Road
 Suite 340, Lisle, IL 60532

ENGINEER:

Gabe's

4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

CONTRACTOR:

Gabe's

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 Sheboygan, WI 53083
 Phone: (920) 459-2600

TITLE:
 FIBER OPTIC NODE
 INSTALLATION ONTO
 UTILITY POLE
 SHEBOYGAN, WI

REVISIONS

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 CHECKED BY: JR
 APPROVED BY:

PROJECT NUMBER: EXTWI12001.3
 FILE NUMBER: NODE 3B
 DATE DRAWN: 09/04/13
 SCALE: N.T.S.

SHEET:
8 OF 12

Outdoor
XUPs

Outdoor XUPs
model

1500-7070

2000 VA
1400 watts
120 vac input
115 vac output
1.1 hrs @ 1400W
-10° to +45°C
-40° to +45°C
with optional
battery heater

Pure sine wave | Wide temperature batteries | Voltage regulation

Outdoor UPS with voltage regulation

The OutdoorXUPs-1500-7070 UPS incorporates gel-cell wide temperature batteries, and is housed in a compact weather protected NEMA-3R enclosure designed to be mounted on a pole mounting bracket and blend in with the environment. This unit offers line-interactive automatic voltage regulation, surge protection with noise filtering, communications capability, and optional extended battery backup.

Key Outdoor XUPs benefits

Ideal for multiple RH, this rugged UPS design, with microprocessor-controlled 20 kHz sine wave inverter, reduces the number of solid-state devices required for power conversion and is suitable for use in severe outdoor environments.

Outdoor XUPs wide temperature batteries allow operation of the UPS system over a wide ambient temperature range. Optional battery heaters are available.

Built-in automatic voltage regulation provides a wide input voltage window within which power is delivered without having to drain or exercise the batteries, thereby ensuring long battery life. 1.1 hours battery run-time at 1400W load.

How the Outdoor XUPs works

The Outdoor XUPs-1500-7070 UPS provides automatic voltage regulation with surge protection and noise filtering, as well as line voltage regulation for an input window of 95-140 vac. The unit protects itself and the connected load by switching to inverter when input voltage is outside input window.

Transfer to battery power occurs in less than 4 milliseconds, enabling uninterrupted operation of the connected load.

Outdoor XUPs Series
120 vac outdoor uninterruptible power system



Typical applications

This heavy duty outdoor UPS is ideal for protection of Radio Head (RH) systems.

Key Outdoor XUPs features

- Cabinet and color are designed for pole mounting and blending in with the environment
- Accommodates multiple RH
- Full weather outdoor protection NEMA-3R metal cabinet
- Pure sine wave output
- Over/under-voltage protection
- Wide temperature batteries
- Surge protection and noise filtering
- Automatic voltage regulation
- Two year limited warranty; batteries are covered by battery manufacturer's limited warranty

2 Specifications
OutdoorXUPs-1500-7070

Outdoor
XUPs



Outdoor UPS with line-interactive automatic voltage regulation, and wide temperature batteries

Specifications	OutdoorXUPs-1500-7070
Electrical	
Capacity in VA (watts)	2000VA (1400W maximum output)
UPS topology	High efficiency line-interactive with 20 kHz PWM sine wave inverter.
Input	
Nominal voltage	120 vac, L1, N and Ground with circuit breaker
Input current maximum	17.8 amperes @ 120 vac while charging at low line
Circuit breaker	20 amperes
UPS operating voltage	95-140 vac (within which UPS will not have to use batteries)
Frequency	60 Hz +/- 5%
Hardware connection	12 AWG conductors
Output	
Power	1400 watts
Power factor	0.7 (True non-displacement)
Current	11.6 amperes
Nominal voltage	115 volts ac
Voltage regulation	115 volts ac +/- 8% upon changes in line or load
Crest ratio	3:1
Output waveform/THD	Pure sine wave / less than 3% THD with linear load
Power efficiency	95% at full load when in ac line mode with fully charged batteries 93% at full load when in inverter mode
Power on/off switch	On/off rocker style power switch
Circuit breaker	15 amperes, 0.75 derated @ 55°C
Transfer time	<4 milliseconds
Batteries	Eight - 31 AH, 12 vdc valve-regulated gel-cells lead-acid, maintenance-free (sold separately) / 48 vdc bus voltage. Batteries rated for -60° to 60°C (-76° to 140°F) fully charged. Capacity: 31 AH @ 20 hours rate per battery. Weight: 23 lbs (10.5 kg). Dim: 7.7"(196mm) long x 5.18"(132mm) wide x 7.22"(183mm) high.
Battery circuit breaker	50 amperes
Battery heater (Opt.)	BH-5 battery heater pad, 34 watts.
Battery backup time and recharge time	1.1 hours @ 1400 watts load. 15 hours to 90% capacity after full discharge.
SNMP interface for UPS monitoring and automatic shutdown (optional)	Using an external SNMP adapter, the RS-232 signals (from the DB-9 female connector) from the UPS can be converted to 10M/100M fast Ethernet signals (and RJ-45 connection) for external UPS monitoring/configuration capability using Telnet, web browsers, or NMS (for TCP/IP, UDP, SNMP, Telnet, SNTP, PPP, HTTP & SMTP protocols). Test pulse injection: Line-Neutral: Line-Ground: and Neutral-Ground. Combination Wave: L-N: 450V, L-G: 300V, N-G: 300V
Surge let-through voltages	Output OK: Green, solid. Inverter ON: Yellow, solid. Ac voltage regulation buck-boost: Green, solid. Replace battery: Red, solid. Dc input voltage level: Green, 1-5 LEDs, low to maximum. Output current level: Green, 1-5 LEDs, low to maximum. Overload: Red, solid.
LED status indicators	



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SEGMENT:

NODE 3B

OWNER/DEVELOPER

axienetSM
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SYSTEMS

3030 Warrenville Road
Suite 340, Laie, IL 60532

ENGINEER:

Gabe's

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Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:

Gabe's

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Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
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JO JR

PROJECT NUMBER: EXTW12001.3

FILE NUMBER: NODE 3B

DATE DRAWN: 09/05/13

SCALE: N.T.S.

SHEET: 9 OF 12

Outdoor XUPs Series 3
120 vac outdoor uninterruptible power system

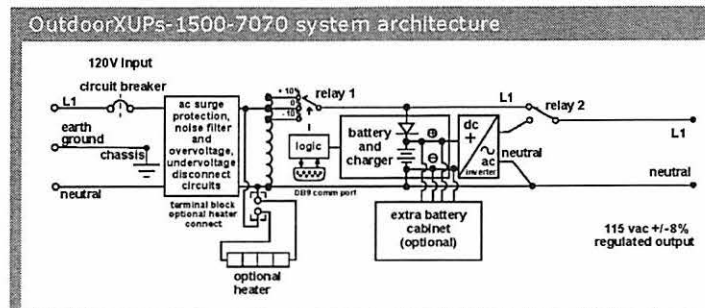
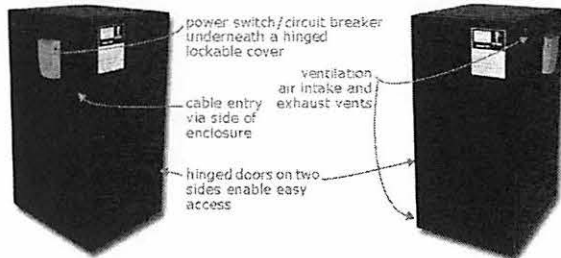
Outdoor XUPs Series 4
120 vac outdoor uninterruptible power system

Specifications	OutdoorXUPs-1500-7070
Physical	
Dimensions	13.5"(343mm) wide x 15.75"(400mm) deep x 28"(711mm) high.
Weight	Without batteries: 98 lbs (44.5 kg). With batteries: 282 lbs (128 kg).
Steel cabinet	Full weather NEMA-3R rated outdoor design.
Mounting configuration	Pole-mount.
Environmental	
Operating and storage temperature	-10° to 45°C (14° to 113°F) ambient air temperature. -40° to +45°C (-40° to +113°F) with optional BH-5 battery heater. -60° to 60°C (-76° to 140°F) storage temperature. * Duration of storage will determine the need for supplemental charge, especially at elevated temperatures. ** Extended exposure to temperatures > 45°C may shorten battery life.
Humidity	Relative humidity 0-95% non-condensing.
Agency Compliance Standards	FCC part 15 Class A, NEMA-3R, Designed to cETLus - UL 60950-1UL1778 Fourth Edition and CSA C22.2 No.107.3-05.

Outdoor XUPs



TSI requires product identification and/or model specifications subject to change. Check all electrical product numbers and/or for latest design revisions only, and may be trademarks of their respective companies.



OutdoorXUPs-1500-7070 at a glance

Heavy-duty outdoor UPS with line-interactive automatic voltage regulation and extreme/wide temperature batteries.

- Wide ambient temperature range sealed gel-cell batteries:
-10° to 45°C (14° to 113°F);
-40° to +45°C (-40° to +113°F) with optional BH-5 battery heater
- 1.1 hours @ 1400 watts load
- Microprocessor-controlled 20 kHz PWM sine wave inverter
- 115 vac +/-8% output from 95-140 vac input without going to batteries
- Pole-mount
- Pure sine wave output
- Surge protection and noise filtering



Outdoor_XUPs-1400W-120vac-UPS+ voltage regulation-1500-7070-2610-12-r6.pdf

SEGMENT:
NODE 3B

OWNER/DEVELOPER

extinetSM
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SYSTEMS

3030 Warrenville Road
Suite 340, Lisle, IL 60532

ENGINEER:

Gabe's

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Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:

Gabe's

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Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
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JO	JR	

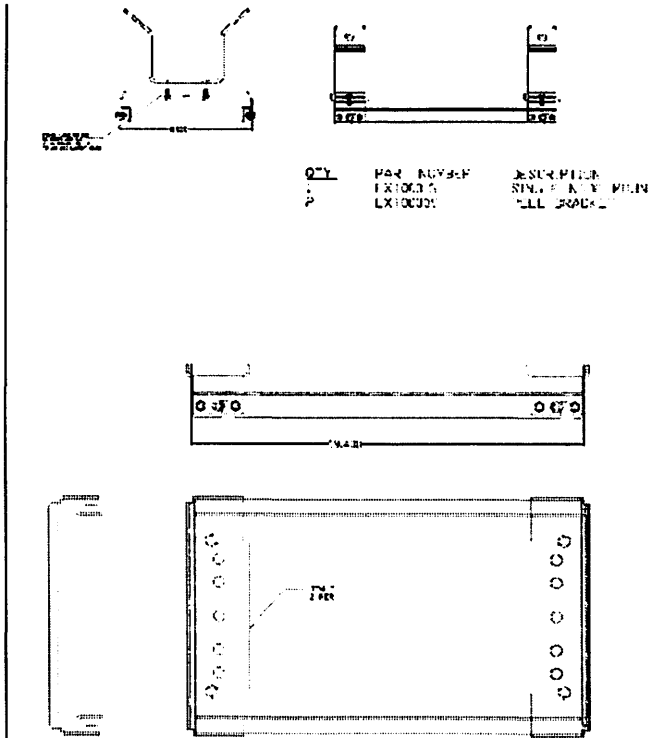
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SHEET:
10 OF 12

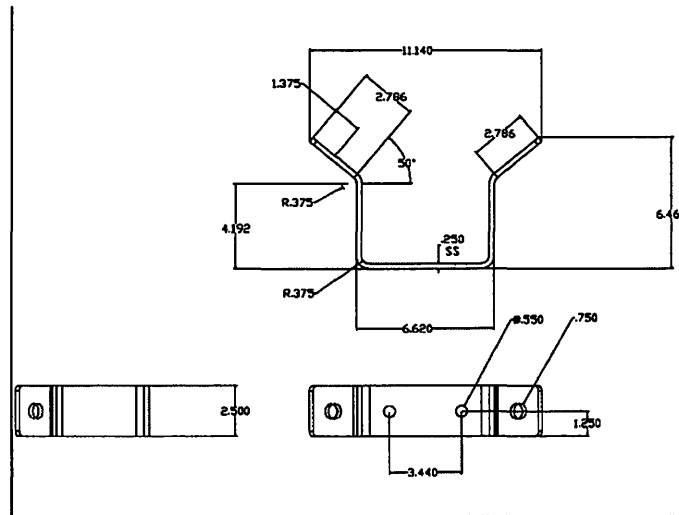


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RADIO MOUNTING BRACKET ASSEMBLY



POLE MOUNTING BRACKET



SEGMENT: **NODE 3B**

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Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:

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Phone: (920) 459-2600

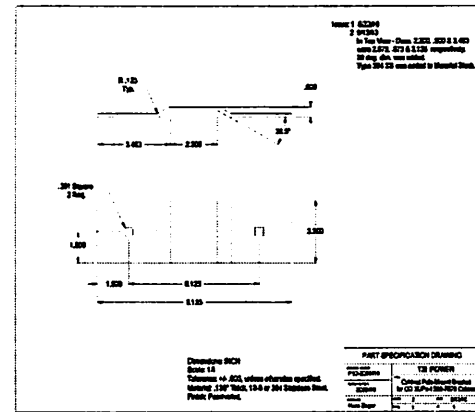
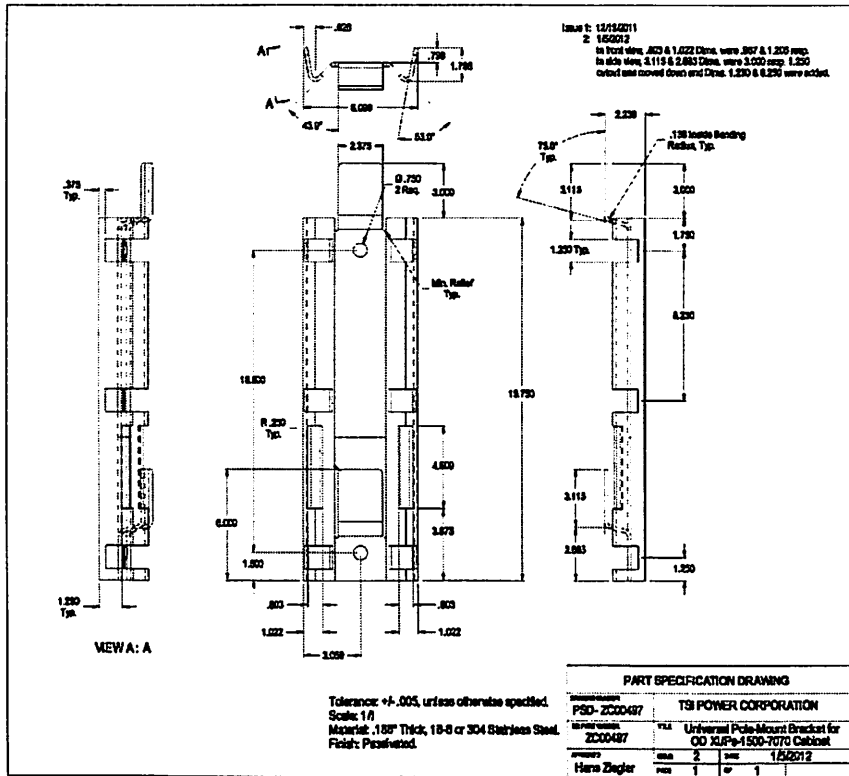
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INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI**

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JO	JR	

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FILE NUMBER:	NODE 3B
DATE DRAWN:	09/05/13
SCALE:	N.T.S.

TSI BBU MOUNTING BRACKET ASSEMBLY



SEGMENT:
NODE 3B

OWNER/DEVELOPER



3030 Warrenville Road
Suite 340, Lake, IL 60532

ENGINEER:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
**FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI**

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JO	JR	

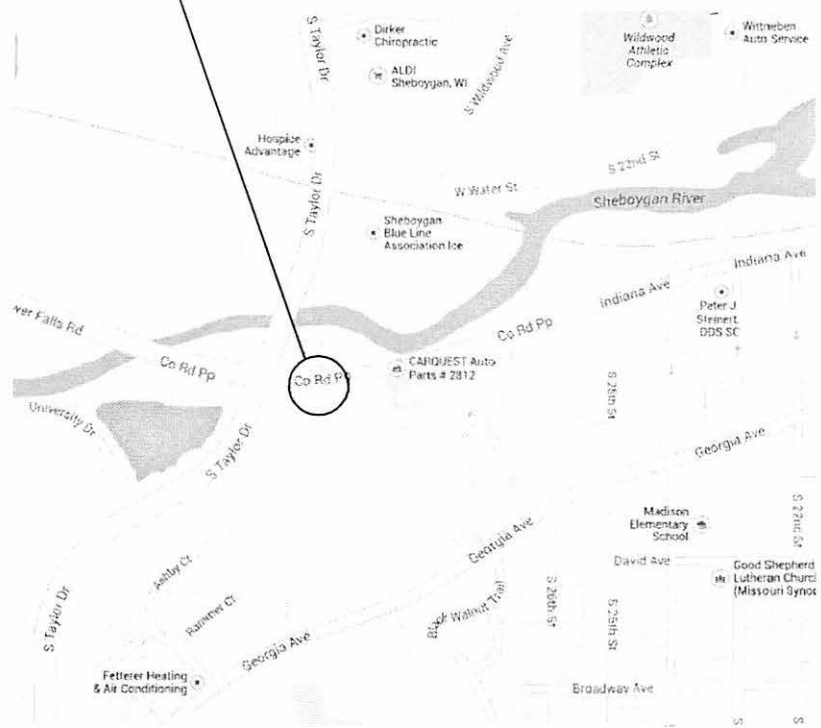
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FILE NUMBER:	NODE 3B
DATE DRAWN:	09/05/13
SCALE:	N.T.S.



FIBER OPTIC NODE INSTALLATION
 ONTO UTILITY POLE
 NODE 17B - SHEBOYGAN, WI
 215' EAST OF S. TAYLOR DR.
 ON INDIANA AVE.

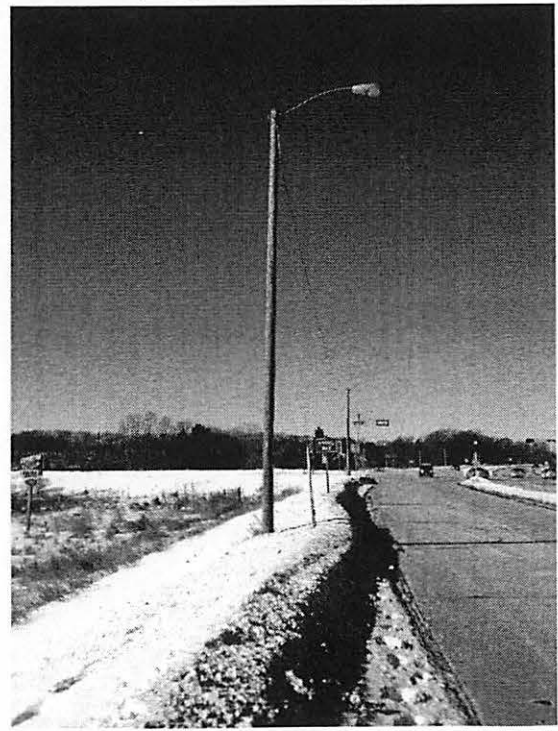
NODE - 17B

SITE LOCATION MAP





LATITUDE: 43.740082 LONGITUDE: -87.744052


SITE LOCATION PHOTO



SEGMENT:
NODE 17B

OWNER/DEVELOPER

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 Suite 340, Lisle, IL 60532

ENGINEER:

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 Sheboygan, WI 53083
 Phone: (920) 459-2600

CONTRACTOR:

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 Phone: (920) 459-2600

TITLE:
 FIBER OPTIC NODE
 INSTALLATION ONTO
 UTILITY POLE
 SHEBOYGAN, WI

REVISIONS			
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PROJECT NUMBER:	EXTW12001.3
FILE NUMBER:	NODE 17B
DATE DRAWN:	09/12/13
SCALE:	N.T.S.

SHEET:
1 of 12

Description:

Beginning at an existing Alliant Pole (#15-23-28.2 31/5) located in line with SPL of Indiana Ave And 221' East of EPL of S. Taylor Dr., Continue East along SPL of Indiana Ave. for 12 feet to a Proposed Extenet meter pedestal located 233 feet East of EPL of S. Taylor Dr. and in line with SPL of Indiana Ave.

Total Encroachment Linear Footage: 12

Total Encroachment Square Footage: 12

Scope:

Install approximately 12 LF of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed meter pedestal from existing Alliant pole.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT:
NODE 17B

OWNER/DEVELOPER




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ENGINEER



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CONTRACTOR



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Phone: (920) 459-2600

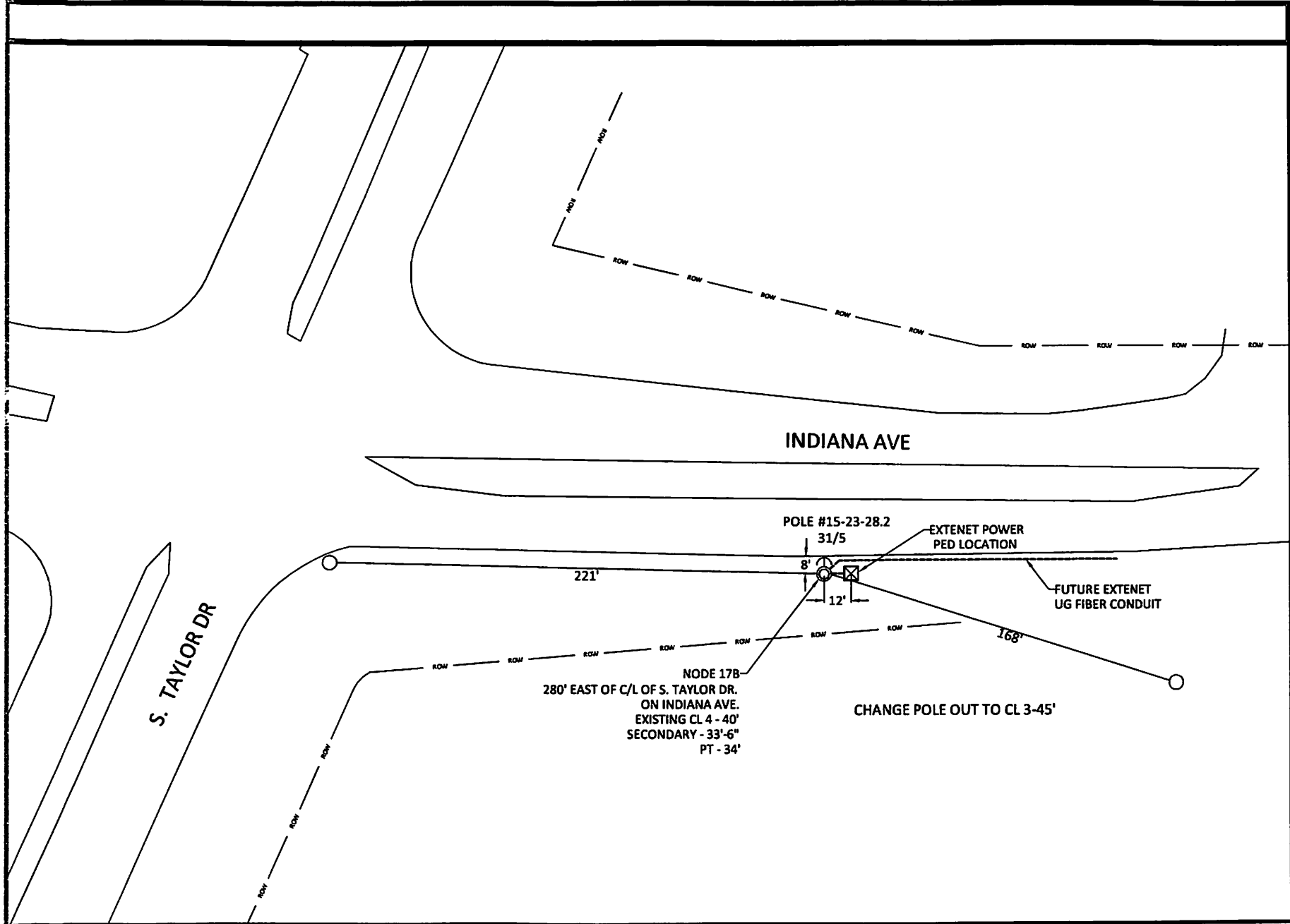
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UTILITY POLE
SHEBOYGAN, WI

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JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 17B
DATE DRAWN	09/12/13
SCALE	NTS

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2 of 12



SEGMENT:
NODE 17B

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Suite 340, Lake, IL 60532

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Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:
Gabe's
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Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

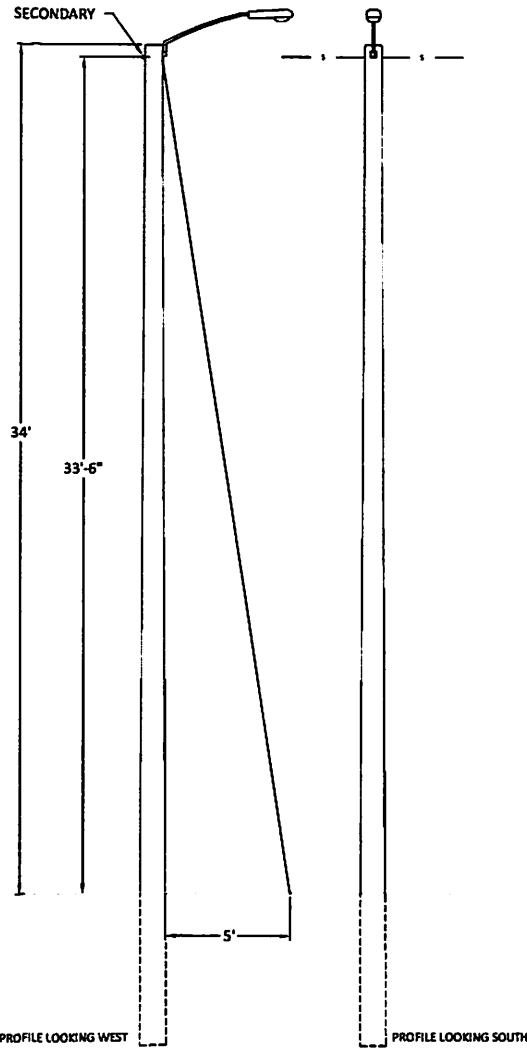
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JO	JR	

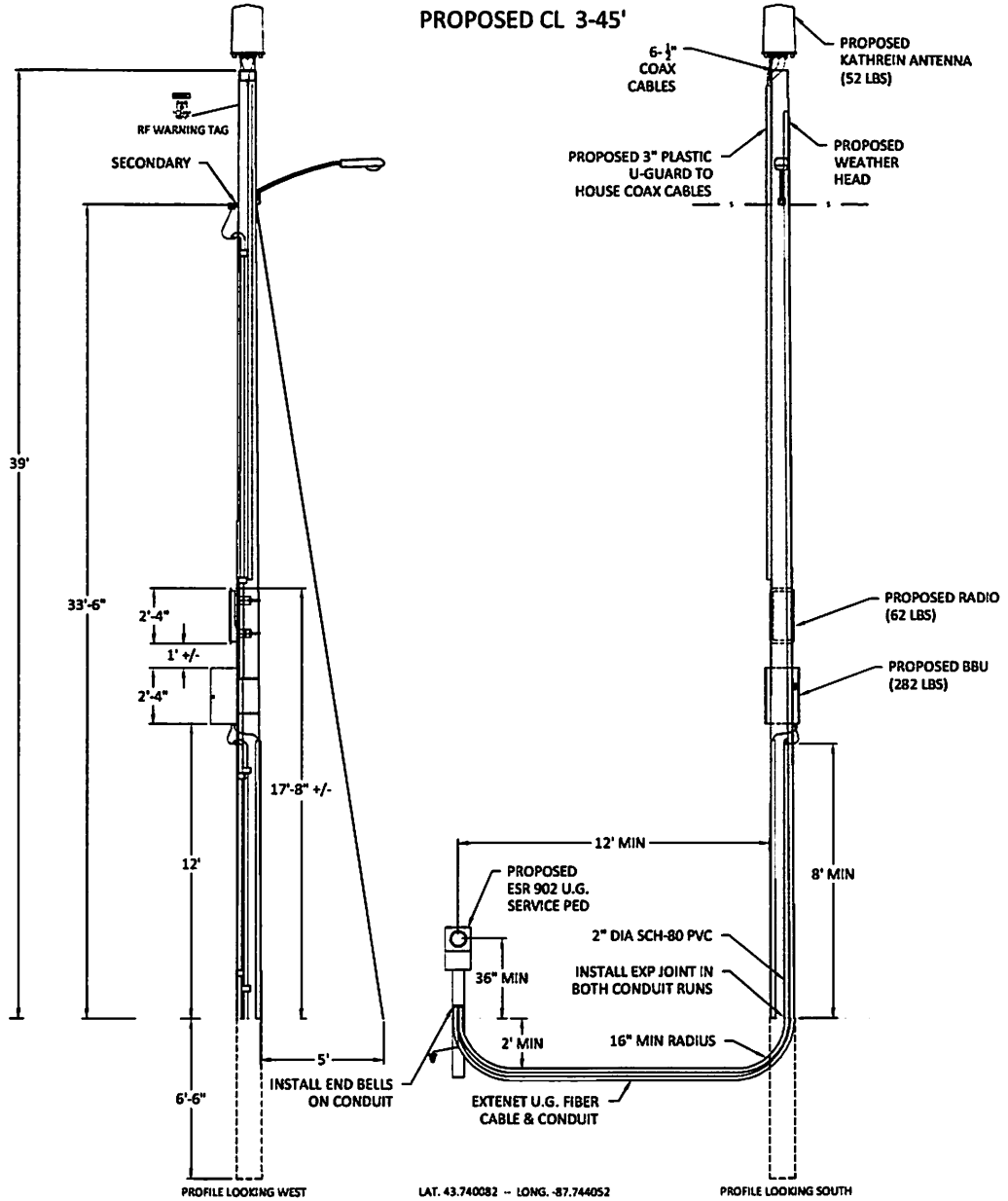
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FILE NAME: **NODE 17B**
DATE DRAWN: **09/12/13**
SCALE: **1" = 40'**

EXISTING CL 4-40'



LAT. 43.740082 -- LONG. -87.744052

PROPOSED CL 3-45'





LAT. 43.740082 -- LONG. -87.744052

SEGMENT: **NODE 17B**

OWNER/DEVELOPER

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ENGINEER:

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 Sheboygan, WI 53083
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CONTRACTOR:

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 Sheboygan, WI 53083
 Phone: (920) 459-2600

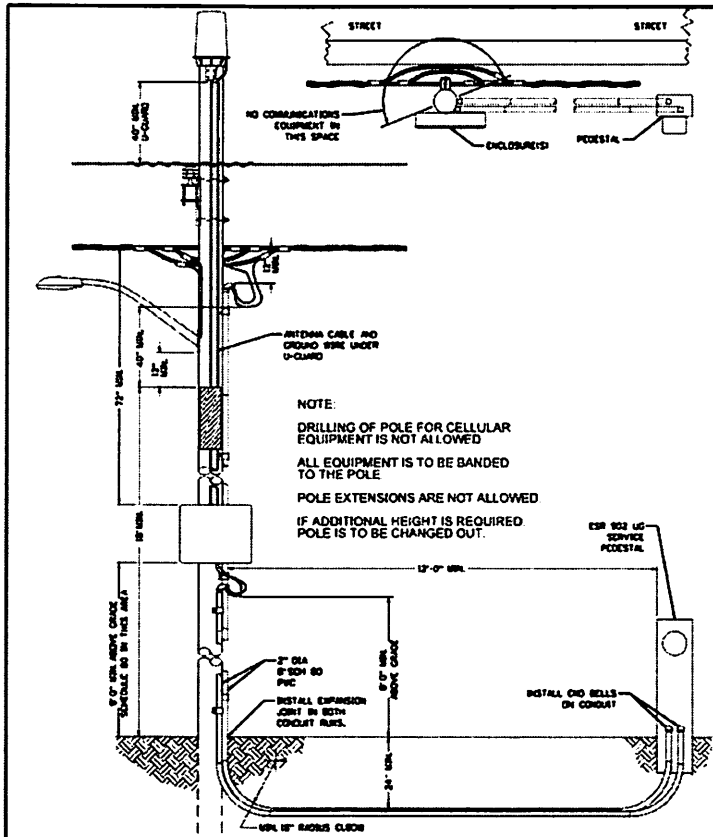
TITLE: **FIBER OPTIC NODE
 INSTALLATION ONTO
 UTILITY POLE
 SHEBOYGAN, WI**

REVISIONS

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DRAWN BY: **JO** CHECKED BY: **JR** APPROVED BY:

PROJECT NUMBER: **EXTW112001.3**
 FILE NUMBER: **NODE 17B**
 DATE DRAWN: **09/12/13**
 SCALE: **1" = 5'**



NOTE:
 DRILLING OF POLE FOR CELLULAR EQUIPMENT IS NOT ALLOWED
 ALL EQUIPMENT IS TO BE BANDO TO THE POLE
 POLE EXTENSIONS ARE NOT ALLOWED
 IF ADDITIONAL HEIGHT IS REQUIRED POLE IS TO BE CHANGED OUT.

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ATTACHMENT REQUIREMENTS FOR CUSTOMER OR FOREIGN OWNED COMMUNICATION EQUIPMENT BETWEEN SUPPLY AND COMMUNICATION LINES

APPLICABLE DRAWING REFERENCE: APPENDIX.doc

DATE: 03/11/2013

REV: 1



WIRELESS CELLULAR SYSTEMS
 ATTACHMENT REQUIREMENTS
 FOR EQUIPMENT

Scale: N.T.S. **031113MAH**



IP&L / WP&L
 ELECTRIC SERVICE RULES

Page 137

Chapter 9

SPECIAL SERVICES

Issued Jan 2012

902. UNDERGROUND SERVICE, 120/240 VOLT, SINGLE-PHASE, THREE-WIRE, 300 AMP. MAX. (CATV, TELEPHONE, MUNICIPAL), CONTINUED.

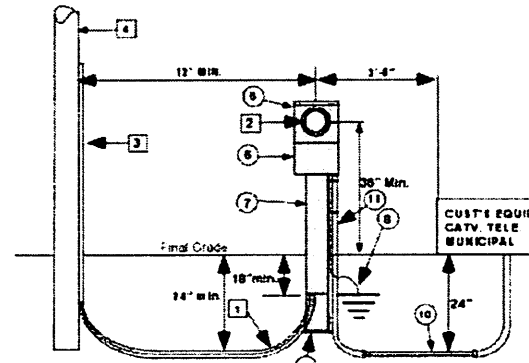


Fig 902

SEGMENT:
NODE 17B

OWNER/DEVELOPER



3030 Warrenville Road
 Suite 340, Lisle, IL 60532

ENGINEER:



4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 459-2600

CONTRACTOR:



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 Phone: (920) 459-2600

TITLE:
 FIBER OPTIC NODE
 INSTALLATION ONTO
 UTILITY POLE
 SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY

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PROJECT NUMBER: **EXTW112001.3**
 FILE NUMBER: **NODE 17B**
 DATE DRAWN: **09/12/13**
 SCALE: **N.T.S.**

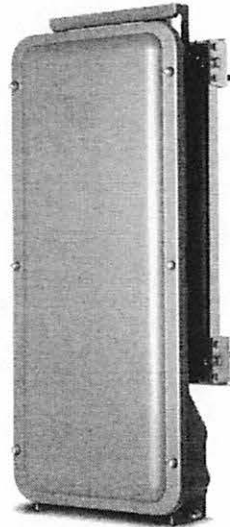
SHEET
5 of 12

DDV series

Deltanodes DDV series distributed high power radio head is a high performing wideband radio head equipped with a Pre Distortion power amplifier that supports all modulations. The light weight, convection cooled IP65 chassis secures the performance in almost any environment.

KEY FEATURES

- > Rugged chassis for use in any environment
- > Houses up to two bands or two sectors in the same casing
- > Remote control with Ethernet over the fiber optical connection
- > Operational parameters are set in a web interface, only a web browser is needed for control
- > Wide band amplification, 15MHz instantaneous BW
- > Alarms can be forwarded via SNMP to any Maintenance Centre
- > DHCP client for automatic IP configuration from the BGW
- > WDM/CWDM as option
- > External alarm in & out
- > Diversity as option
- > Complies to the RoHS directive 2002-95-EC



DDV series

GENERAL SPECIFICATIONS

Noise Figure	Typical	3	dB
Delay excluding optical fiber		< 0.5	µs
Instantaneous Band Width	Max	15	MHz
Power Supply	Mains	85 - 264	VAC or VDC
Operating Temperature		-25 - +55	
Casing		IP65	

OPTICAL SPECIFICATIONS

RF Frequency range		88 - 2200	MHz
Flatness		+ - 3	dB
Optical output power	Nominal	3	mW
DFB Laser output Wavelength		1270 - 1610	nm
Optical return loss		< -40	dB
Optical isolator	min	30	dB
Side-mode suppression ratio	min	30	dB
Maximum optical input power	non destructive	10	mW

SPECIFICATIONS DDV100(Single Band)

Power Consumption	Typical	210	W
Dimensions	WxDxH	300 x 130 x 700	mm
Weight		< 14	Kg

SPECIFICATIONS DDV200(Dual Band)

Power Consumption	Typical	420	W
Dimensions	WxDxH	300 x 220 x 700	mm
Weight		< 28	Kg

AVAILABLE PRODUCTS, AMERICAN CELLULAR

System	UL Frequency MHz	DL Frequency MHz	Pout, DL, dBm (RMS)	Standard
PCS1900	1850 - 1915	1930 - 1995	44	FCC
AWS	1710 - 1755	2110 - 2155	44	FCC

All specifications are subject to change without notice. Copyright ©2009 DeltaNode. All rights reserved.



Ref: 11-04

SEGMENT:
NODE 17B

OWNER/DEVELOPER
net SM
YOUR NETWORK. EVERYWHERE.
SYSTEMS
3030 Warrenville Road
Suite 340, Lisle, IL 60532

ENGINEER
Gabe's
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:
Gabe's
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

REVISIONS			
REV	DATE	DESCRIPTION	BY

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

PROJECT NUMBER:	EXTW112001.3
FILE NUMBER:	NODE 17B
DATE DRAWN:	09/12/13
SCALE:	N.T.S.

SHEET
6 OF 12

www.deltanode.com Email: info@deltanode.com

DeltaNode
Wireless Technology

www.deltanode.com Email: info@deltanode.com

DeltaNode
Wireless Technology

KATHREIN SCALA DIVISION

840 10515 840 10516

Dualband 700 MHz X-pol Tri-sector Antenna
698-894 MHz
1710-2170 MHz

Kathrein's dual band antennas are ready for 3G and 4G applications, covering all existing wireless bands as well as all spectrum under consideration for future systems.

- Wide band operation.
- Exceptional intermodulation characteristics.
- High strength fiberglass radome.
- Each antenna section is independently accessible.

General specifications:

Frequency range	698-894 MHz 1710-2170 MHz
VSWR	<1.5:1
Impedance	50 ohms
Inharmonic (2x20w)	IM3: <-1.50 dBc
Polarization	+45° upper and lower band -45° upper and lower band
Connector	12 x 7-16 DIN female
Isolation (intra-system / inter-system)	>30 dB >40 dB (698-894 // 1710-2170 MHz)
Radome color	Brown or grey
Weight	50 lb (22.7 kg)
Height	24 inches (609 mm)
Radome diameter	16 inches (407 mm)
Wind load	at 93 mph (150 kph) Side 32 lbf (136 N)
Wind survival rating*	100 mph (160 kph)
Shipping dimensions	32 x 20 x 19 inches (813 x 508 x 483 mm)
Shipping weight	92 lb (23.6 kg)
Mounting	Designed to be mounted on top of a utility pole using a custom mounting bracket supplied by the customer.

See reverse for order information.

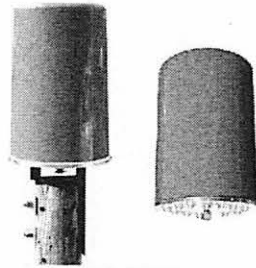
Specifications:

	698-894 MHz	895-894 MHz	1710-1880 MHz	1850-1990 MHz	1920-2170 MHz
Gain	13.4 dBi	11.6 dBi	13.5 dBi	13.5 dBi	13.2 dBi
Front-to-back ratio (180° ± 30°)	>24 dB (total power) >18 dB (total power)	>26 dB (total power) >20 dB (total power)	>32 dB (total power) >24 dB (total power)	>30 dB (total power) >26 dB (total power)	>30 dB (total power) >25 dB (total power)
Maximum input power	250 watts (at 50°C)	250 watts (at 50°C)	200 watts (at 50°C)	200 watts (at 50°C)	200 watts (at 50°C)
+45° and -45° polarization horizontal beamwidth	71° (half power)	65° (half power)	60° (half power)	62° (half power)	64° (half power)
+45° and -45° polarization vertical beamwidth	37° (half power)	31° (half power)	19° (half power)	17.5° (half power)	17.5° (half power)
Cross polar ratio					
Main direction	0°	18 dB	25 dB	20 dB	22 dB
Sector (typical)	±60°	±8 dB	±8 dB	±9 dB	±9 dB
					>12 dB

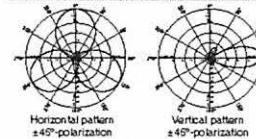
*Mechanical design is based on environmental conditions as stipulated in TIA-222-G-2 (December 2009) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.



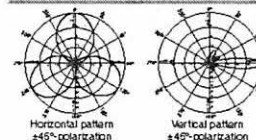
Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-5991
Email: communications@kathrein.com Internet: www.kathrein-scala.com



698-894 MHz



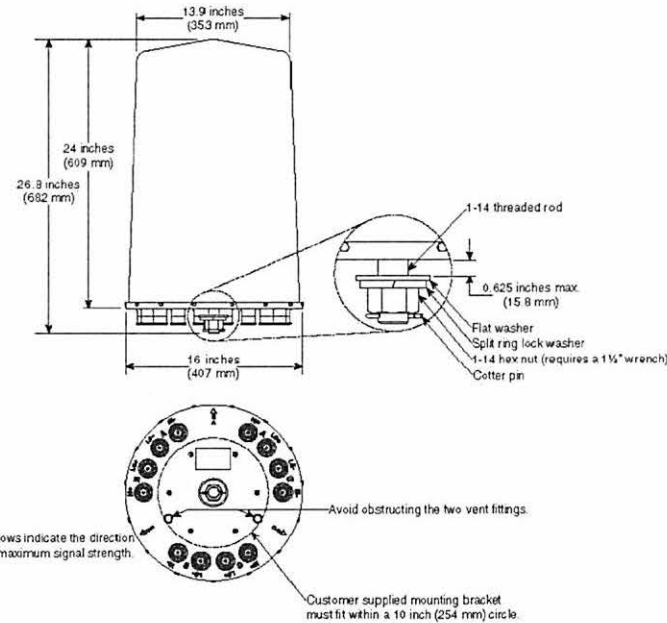
1710-2170 MHz



KATHREIN SCALA DIVISION

840 10515 840 10516

Dualband 700 MHz X-pol Tri-sector Antenna
698-894 MHz
1710-2170 MHz



Arrows indicate the direction of maximum signal strength.

Avoid obstructing the two vent fittings.

Customer supplied mounting bracket must fit within a 10 inch (254 mm) circle.

Order Information:

Model	Description
840 10515	Brown Dualband 700 MHz X-pol Tri-sector Antenna
840 10516	Grey Dualband 700 MHz X-pol Tri-sector Antenna

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-scala.com

Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-5991
Email: communications@kathrein.com Internet: www.kathrein-scala.com

SEGMENT:

NODE 17B

OWNER/DEVELOPER:



3030 Warrenville Road
Suite 340, Laie, IL 60532

ENGINEER:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

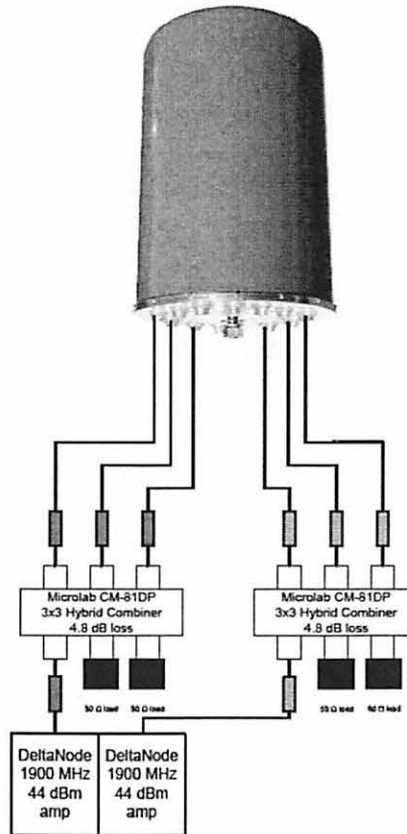
REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

PROJECT NUMBER:	EXTW112001.3
FILE NUMBER:	NODE 17B
DATE DRAWN:	09/12/13
SCALE:	N.T.S.

Kathrein 840 10515



SEGMENT:
NODE 17B

OWNER/DEVELOPER



3030 Warrenville Road
Suite 340, Lisle, IL 60532

ENGINEER:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:



4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
**FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI**

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

PROJECT NUMBER:	EXTW112001.3
FILE NUMBER:	NODE 17B
DATE DRAWN:	09/12/13
SCALE:	N.T.S.

SHEET:
8 of 12

Outdoor
XUPs

Outdoor XUPs
model

1500-7070

2000 VA
1400 watts
120 vac input
115 vac output
1.1 hrs @ 1400W
-10° to +45°C
-40° to +45°C
with optional
battery heater

Pure sine wave | Wide temperature batteries | Voltage regulation

Outdoor UPS with voltage regulation

The OutdoorXUPs-1500-7070 UPS incorporates gel-cell wide temperature batteries, and is housed in a compact weather protected NEMA-3R enclosure designed to be mounted on a pole mounting bracket and blend in with the environment. This unit offers line-interactive automatic voltage regulation, surge protection with noise filtering, communications capability, and optional extended battery backup.

Key Outdoor XUPs benefits

Ideal for multiple RH, this rugged UPS design, with microprocessor-controlled 20 kHz sine wave inverter, reduces the number of solid-state devices required for power conversion and is suitable for use in severe outdoor environments.

Outdoor XUPs wide temperature batteries allow operation of the UPS system over a wide ambient temperature range. Optional battery heaters are available.

Built-in automatic voltage regulation provides a wide input voltage window within which power is delivered without having to drain or exercise the batteries, thereby ensuring long battery life. 1.1 hours battery run-time at 1400W load.

How the Outdoor XUPs works

The Outdoor XUPs-1500-7070 UPS provides automatic voltage regulation with surge protection and noise filtering, as well as line voltage regulation for an input window of 95-140 vac. The unit protects itself and the connected load by switching to inverter when input voltage is outside input window.

Transfer to battery power occurs in less than 4 milliseconds, enabling uninterrupted operation of the connected load.

Outdoor XUPs Series
120 vac outdoor uninterruptible power system



Typical applications

This heavy duty outdoor UPS is ideal for protection of Radio Head (RH) systems.

Key Outdoor XUPs features

- Cabinet and color are designed for pole mounting and blending in with the environment
- Accommodates multiple RH
- Full weather outdoor protection NEMA-3R metal cabinet
- Pure sine wave output
- Over/under-voltage protection
- Wide temperature batteries
- Surge protection and noise filtering
- Automatic voltage regulation
- Two year limited warranty; batteries are covered by battery manufacturer's limited warranty

Specifications
OutdoorXUPs-1500-7070

Outdoor
XUPs



Outdoor UPS with line-interactive automatic voltage regulation, and wide temperature batteries

Specifications	OutdoorXUPs-1500-7070
Electrical	
Capacity in VA (watts)	2000VA (1400W maximum output)
UPS topology	High efficiency line-interactive with 20 kHz PWM sine wave inverter.
Input	
Nominal voltage	120 vac, L1, N and Ground with circuit breaker
Input current maximum	17.8 amperes @ 120 vac while charging at low line
Circuit breaker	20 amperes
UPS operating voltage	95-140 vac (within which UPS will not have to use batteries)
Frequency	60 Hz +/- 5%
Hardware connection	12 AWG conductors
Output	
Power	1400 watts
Power factor	0.7 (True non-displacement)
Current	11.6 amperes
Nominal voltage	115 volts ac
Voltage regulation	115 volts ac +/- 8% upon changes in line or load
Crest ratio	3:1
Output waveform/THD	Pure sine wave / less than 3% THD with linear load
Power efficiency	95% at full load when in ac line mode with fully charged batteries 83% at full load when in inverter mode
Power on/off switch	On/off rocker style power switch
Circuit breaker	15 amperes, 0.75 derated @ 55°C
Transfer time	<4 milliseconds
Batteries	Eight - 31 Ah, 12 vdc valve-regulated gel-cells lead-acid, maintenance-free (sold separately) / 48 vdc bus voltage. Batteries rated for -60° to 60°C (-76° to 140°F) fully charged. Capacity: 31 Ah @ 20 hours rate per battery. Weight: 23 lbs (10.5 kg). Dim: 7.7"(196mm) long x 5.18"(132mm) wide x 7.22"(183mm) high.
Battery circuit breaker	50 amperes
Battery heater (Opt.)	BH-5 battery heater pad, 34 watts.
Battery back-up time and recharge time	1.1 hours @ 1400 watts load. 15 hours to 90% capacity after full discharge.
SNMP interface for UPS monitoring and automatic shutdown configuration (optional)	Using an external SNMP adapter, the RS-232 signals (from the DB-9 female connector) from the UPS can be converted to 10M/100M fast Ethernet signals (and RJ-45 connection) for external UPS monitoring/configuration capability using Telnet, web browsers, or NMS (for TCP/IP, UDP, SNMP, Telnet, SNTP, PPP, HTTP & SMTP protocols). Test pulse injection: Line-Neutral; Line-Ground; and Neutral-Ground. Combination Wave: L-N: 450V, L-G: 300V, N-G: 300V
Surge let-through voltages	Output OK: Green, solid. Inverter ON: Yellow, solid. Ac voltage regulation buck-boost: Green, solid. Replace battery: Red, solid. De input voltage level: Green, 1-5 LEDs, low to maximum. Output current level: Green, 1-5 LEDs, low to maximum. Overload: Red, solid.
LED status indicators	



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1103 West Pierce Ave
Artego, WI 54409 USA
800 874 3160 (USA only)
Phone +1 715 623 0636
Fax +1 715 623 2426
sales@tsipower.com
www.tsipower.com
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SEGMENT:
NODE 17B

OWNER/DEVELOPER

net
SM
YOUR NETWORK.
EVERYWHERE.
SYSTEMS

3030 Warrenville Road
Suite 340, Laie, IL 60532

ENGINEER:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO
UTILITY POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
02			
03			
04			
05			
06			
07			
08			

DRAWN BY: JO
CHECKED BY: JR
APPROVED BY:

PROJECT NUMBER: EXTWI12001.3
FILE NUMBER: NODE 17B
DATE DRAWN: 09/12/13
SCALE: N.T.S.

SHEET:
9 OF 12

Outdoor XUPS Series
120 vac outdoor uninterruptible power system 3

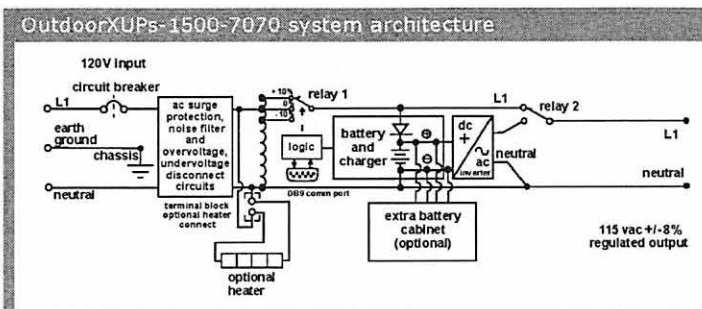
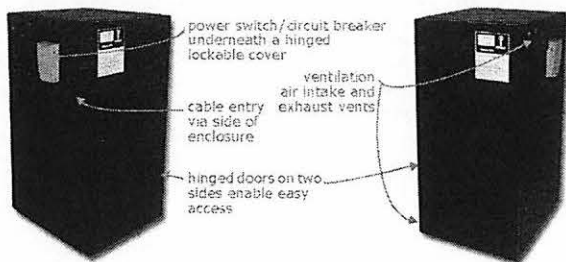
Outdoor XUPS Series
120 vac outdoor uninterruptible power system 4

Specifications	OutdoorXUPS-1500-7070
Physical	
Dimensions	13.5'(343mm) wide x 15.75'(400mm) deep x 29'(711mm) high.
Weight	Without batteries: 98 lbs (44.5 kg). With batteries: 282 lbs (128 kg).
Steel cabinet	Full weather NEMA-3R rated outdoor design.
Mounting configuration	Pole-mount.
Environmental	
Operating and storage temperature	-10° to 45°C (14° to 113°F) ambient air temperature. -40° to +45°C (-40° to +113°F) with optional BH-5 battery heater. -60° to 60°C (-76° to 140°F) storage temperature. * Duration of storage will determine the need for supplemental charge, especially at elevated temperatures. ** Extended exposure to temperatures > 45°C may shorten battery life.
Humidity	Relative humidity 0-95% non-condensing.
Agency Compliance standards	FCC part 15 Class A, NEMA-3R. Designed to cETLus - UL 60950-1/UL 1779 Fourth Edition and CSA C22.2 No. 107.3-05.

Outdoor
XUPS



TSI's design is subject to change without notice. © 2010 TSI. All rights reserved. TSI is not responsible for any damage to equipment or data caused by use of this product. Always use proper safety procedures when working with electrical equipment. See the user manual for more information.



OutdoorXUPS-1500-7070 at a glance
Heavy-duty outdoor UPS with line-interactive automatic voltage regulation and extreme wide temperature batteries

- Wide ambient temperature range sealed gel-cell batteries:
 - 10° to 45°C (14° to 113°F);
 - 40° to +45°C (-40° to +113°F) with optional BH-5 battery heater
- 1.1 hours @ 1400 watts load
- Microprocessor-controlled 20 kHz PWM sine wave inverter
- 115 vac +/- 8% output from 95-140 vac input without going to batteries
- Pole-mount
- Pure sine wave output
- Surge protection and noise filtering



Outdoor-XUPS-1400W-120 vac-UPS+ voltage regulation-1500-7070-2010-12-06.pdf

TSI
TSI Power Corporation
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Antigo, WI 54409 USA
800 874 3160 (USA only)
Phone +1 715 823 0636
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SEGMENT:
NODE 17B

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Phone: (920) 459-2600

CONTRACTOR:



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TITLE:
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INSTALLATION ONTO
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SHEBOYGAN, WI

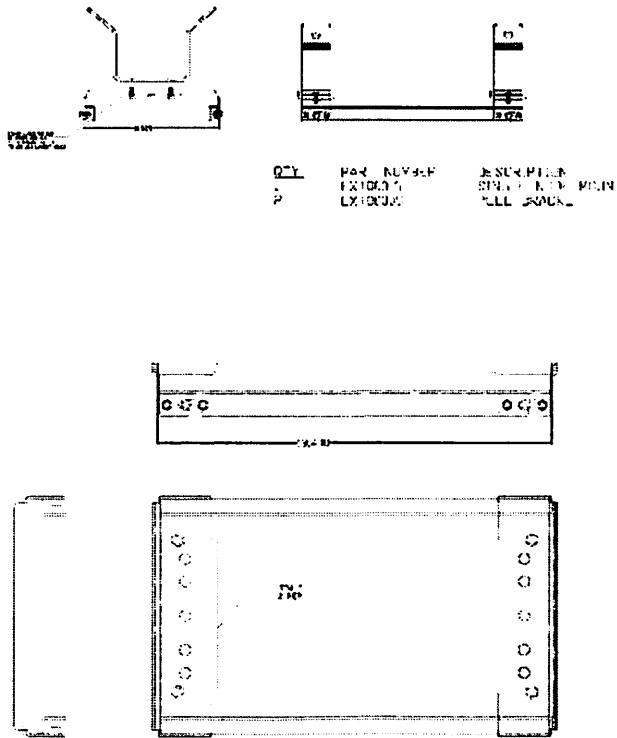
REVISIONS			
REV	DATE	DESCRIPTION	BY

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

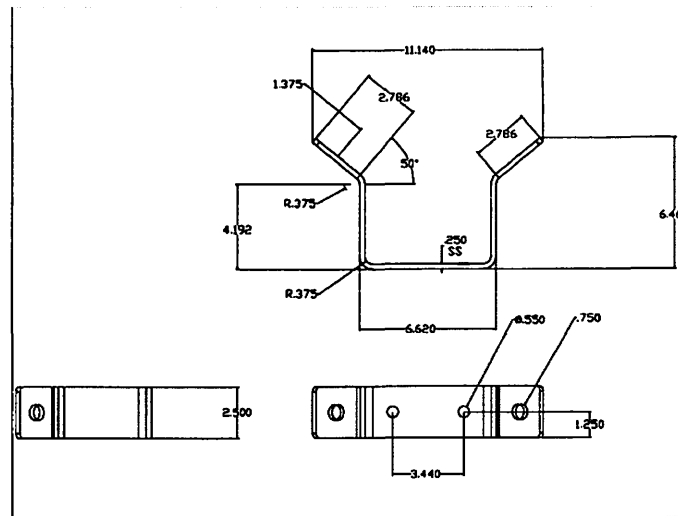
PROJECT NUMBER	EXTW12001.3
FILE NUMBER	NODE 17B
DATE DRAWN	09/12/13
SCALE	N.T.S.

SHEET:
10 OF 12

RADIO MOUNTING BRACKET ASSEMBLY



POLE MOUNTING BRACKET



SEGMENT:
NODE 17B

OWNER/DEVELOPER



3030 Warrenville Road
Suite 340, Lisle, IL 60532

ENGINEER:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600

CONTRACTOR:

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SHEBOYGAN, WI

REVISIONS			
REV	DATE	DESCRIPTION	BY

DRAWN BY:	CHECKED BY:	APPROVED BY:
JO	JR	

PROJECT NUMBER:	EXTW112001.3
FILE NUMBER:	NODE 17B
DATE DRAWN:	09/12/13
SCALE:	N.T.S.

SHEET:
11 OF 12

II

R. O. No. - 14 - 15. By CITY PLAN COMMISSION. May 19, 2014.

Your Commission to whom was referred Gen. Ord. No. 5-14-15 by Alderpersons Thiel, Kath, Hermann, and Bitters and R.O. No. 8-14-15 by City Clerk relative requesting an encroachment for the installation of new underground conduit structures for fiber optic cable at various locations; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 13, 2014, and after due consideration, recommends approval of the GO and RO.

Consent

Director of Planning & Development

~~IX~~

6.5

Gen. Ord. No. 5 - 14 - 15. By Alderpersons Thiel, Kath, Hermann and Bitters. May 5, 2014.

AN ORDINANCE granting ExteNet Systems, Inc., its successors and assigns, the privilege of encroaching within public right of way in various locations in the City of Sheboygan for the purpose of installation of new underground conduit structures and installation of Meter Pedestal within public right of way:

- Node 3B - 2205 Indiana Ave.
- Node 17B - 215' east of S. Taylor Dr. on Indiana Ave.
- Indiana Ave., 22nd St. to Taylor Dr.

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

Section 1. Subject to the terms and conditions contained herein, ExteNet Systems, Inc., its successors and assigns, is hereby granted the privilege of encroaching, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said ExteNet Systems, Inc., its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said ExteNet Systems, Inc., its successors and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said ExteNet Systems, Inc., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes

are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

City Plan

[Signature]

Julie Kath

Boyer A. [Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

3.19

R. O. No. 8 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting communications from ExteNet Systems, Inc., requesting various encroachments for the installation of new underground conduit structures and install of Meter Pedestal within public right of way.

City Plan



City Clerk



April 10, 2014

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,

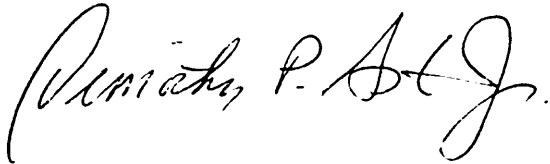
Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications network within the City of Sheboygan that will include the installation of aerial fiber optic cables onto existing Alliant Energy utility poles as well as the placement of new underground conduit structures and Alliant-mandated Meter Pedestals within the City of Sheboygan's public ROW.

This specific request for an Encroachment is respectfully being made for the May 5th meeting of the Sheboygan Common Council with the following project details:

- **Purpose: Installation of new underground conduit structures and installation of Meter Pedestal within public right of way.**
- **Scope: Installation of approximately 68 Linear Feet of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed ExteNet Meter Pedestal from existing Alliant pole.**
- **Location: Beginning at an existing Alliant Pole (No Tag #, in front of 2205 Indiana Ave.) located 4 feet West of ROW of South 22nd Street and 8 feet North of South ROW of Indiana Avenue, continuing east for 11 feet, then proceed south for 48 feet at 3 feet East of West ROW of S. 22nd Street. Then continue East 9 feet to a proposed ExteNet meter pedestal located 12 feet East of West ROW of South 22nd Street, and 40 feet South of South ROW of Indiana Avenue.**
- **Total Encroachment Linear Footage: 68**
- **Total Encroachment Square Footage: 68**

Included with this cover letter are the contact information details for ExteNet Systems (owner of the facility) and our general Contractor, Gabe's Construction. Additionally, a detailed set of construction plans are provided to show project specific details for this Encroachment Request. I hope this information is sufficient for your review and acceptance for the May 5th meeting of the Common Council. Should you require anything additional at this time, please contact me directly at 630-776-3769.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy P. Asta Jr." with a stylized flourish at the end.

Timothy Asta Jr., AICP
Director of Municipal Affairs
ExteNet Systems, Inc.

Enclosures

Encroachment Request: Contact Information

I. Owner Contact Information:

Name: ExteNet Systems, Inc.
Address: 3030 Warrenville Road, Suite 340
City: Lisle
State: Illinois
Zip: 60532
Agent: Timothy Asta Jr., AICP
Agent Title: Director, Municipal Relations
Email: tasta@extenetsystems.com
Phone: (630) 505-3845
Fax: (630) 577-1332

II. General Contractor's Contact Information:

Company Name: Gabe's Construction Company
Address: 4804 N. 40th Street
City: Sheboygan
State: Wisconsin
Zip: 53083
Primary Contact : Lili Giertz
Primary Contact Title: Civil Engineer
Email: lgiertz@gabes.com
Primary Contact Phone: (920) 395-7136
Corporate Phone: (920) 459-2600

III. State of Wisconsin Diggers Hotline ID: ENS01


IV: Corporate Overview:

ExteNet Systems, Inc. is a telecommunications utility registered with the Wisconsin Public Service Commission as an *Alternate Exchange Carrier*. ExteNet does not provide any telecommunications services directly to the consumer public.

ExteNet has legally secured the necessary Joint Use Agreements with Alliant Energy for the attachment of fiber optic cable and related telecommunications equipment on their existing utility pole structures.

Included with this cover letter are the contact information details for ExteNet Systems (owner of the facility) and our general Contractor, Gabe's Construction. Additionally, a detailed set of construction plans are provided to show project specific details for this Encroachment Request. I hope this information is sufficient for your review and acceptance for the May 5th meeting of the Common Council. Should you require anything additional at this time, please contact me directly at 630-776-3769.

Respectfully,

A handwritten signature in blue ink that reads "Timothy P. Asta Jr." The signature is fluid and cursive, with the first name being the most prominent.

Timothy Asta Jr., AICP
Director of Municipal Affairs
ExteNet Systems, Inc.

Enclosures

Encroachment Request: Contact Information

I. Owner Contact Information:

Name: ExteNet Systems, Inc.
Address: 3030 Warrenville Road, Suite 340
City: Lisle
State: Illinois
Zip: 60532
Agent: Timothy Asta Jr., AICP
Agent Title: Director, Municipal Relations
Email: tasta@extenetsystems.com
Phone: (630) 505-3845
Fax: (630) 577-1332

II. General Contractor's Contact Information:

Company Name: Gabe's Construction Company
Address: 4804 N. 40th Street
City: Sheboygan
State: Wisconsin
Zip: 53083
Primary Contact : Lili Giertz
Primary Contact Title: Civil Engineer
Email: lgierzt@gabes.com
Primary Contact Phone: (920) 395-7136
Corporate Phone: (920) 459-2600

III. State of Wisconsin Diggers Hotline ID: ENS01

IV: Corporate Overview:

ExteNet Systems, Inc. is a telecommunications utility registered with the Wisconsin Public Service Commission as an *Alternate Exchange Carrier*. ExteNet does not provide any telecommunications services directly to the consumer public.

ExteNet has legally secured the necessary Joint Use Agreements with Alliant Energy for the attachment of fiber optic cable and related telecommunications equipment on their existing utility pole structures.



April 30, 2014

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,


Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications network within the City of Sheboygan that will include the installation of aerial fiber optic cables onto existing Alliant Energy utility poles as well as the placement of new underground conduit structures within the City of Sheboygan's public right-of-way.

This specific request for an Encroachment is respectfully being made for the May 5th meeting of the Sheboygan Common Council with the following project details:

- **Purpose: Installation of new underground conduit structures for fiber optic cable**
- **Scope: Installation by directional boring, approximately 2545 LF of 2" diameter HDPE Conduit and fiber optic communication cables at 24" minimum depth between existing Alliant poles.**
- **Location: Beginning at an existing Alliant Utility Pole (#15-23-28.2 31/5) located in line with SPL of Indiana Ave. and 221' East of EPL of S. Taylor Dr., continue East, Northeast for 2545 feet to an existing Alliant Utility Pole (#no tag – Front of 2205 Indiana Ave.) located 4 feet West of West Right of Way of S. 22nd St. & 8 feet North of South Right of Way of Indiana Ave.**
- **Total Encroachment Linear Footage: 2545**
- **Total Encroachment Square Footage: 200**

Included with this cover letter are the contact information details for ExteNet Systems (owner of the facility) and our general Contractor, Gabe's Construction. Additionally, a detailed set of construction plans are provided to show project specific details for this Encroachment Request. I hope this information is sufficient for your review and acceptance for the May 5th meeting of the Common Council. Should you require anything additional at this time, please contact me directly at 630-776-3769.

Respectfully,

A handwritten signature in black ink that reads "Timothy P. Asta Jr." The signature is written in a cursive style with a large, stylized initial 'T'.

Timothy Asta Jr., AICP
Director of Municipal Affairs
ExteNet Systems, Inc.

Enclosures

Encroachment Request: Contact Information

I. Owner Contact Information:

Name: ExteNet Systems, Inc.
Address: 3030 Warrenville Road, Suite 340
City: Lisle
State: Illinois
Zip: 60532
Agent: Timothy Asta Jr., AICP
Agent Title: Director, Municipal Relations
Email: tasta@extenetsystems.com
Phone: (630) 505-3845
Fax: (630) 577-1332

II. General Contractor's Contact Information:

Company Name: Gabe's Construction Company
Address: 4804 N. 40th Street
City: Sheboygan
State: Wisconsin
Zip: 53083
Primary Contact : David Soeldner
Primary Contact Title: Telecom Engineering Manager
Email: dsoeldner@gabes.com
Primary Contact Phone: (920) 395-7120
Corporate Phone: (920) 459-2600

III. State of Wisconsin Diggers Hotline ID: ENS01

IV. Corporate Overview:

ExteNet Systems, Inc. is a telecommunications utility registered with the Wisconsin Public Service Commission as an *Alternate Exchange Carrier*. ExteNet does not provide any telecommunications services directly to the consumer public.

ExteNet has legally secured the necessary Joint Use Agreements with Alliant Energy for the attachment of fiber optic cable and related telecommunications equipment on their existing utility pole structures.



March 26, 2014

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,

Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications network within the City of Sheboygan that will include the installation of aerial fiber optic cables onto existing Alliant Energy utility poles as well as the placement of new underground conduit structures and Alliant-mandated Meter Pedestals within the City of Sheboygan's public ROW.

This specific request for an Encroachment is respectfully being made for the May 5th meeting of the Sheboygan Common Council with the following project details:

- **Purpose: Installation of new underground conduit structures and installation of Meter Pedestal within public right of way.**
- **Scope: Installation of approximately 12 Linear Feet of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed ExteNet Meter Pedestal from existing Alliant pole.**
- **Location: Beginning at an existing Alliant Pole (#15-23-28.2 31/5) located in line with SPL of Indiana Avenue and 221 feet East of EPL of S. Taylor Dr., continuing East along SPL of Indiana Ave. for 12 feet to a proposed ExteNet meter pedestal located 233 feet East of EPL of S. Taylor Dr. and in line with SPL of Indiana Ave.**
- **Total Encroachment Linear Footage: 12**
- **Total Encroachment Square Footage: 12**

Included with this cover letter are the contact information details for ExteNet Systems (owner of the facility) and our general Contractor, Gabe's Construction. Additionally, a detailed set of construction plans are provided to show project specific details for this Encroachment Request. I hope this information is sufficient for your review and acceptance for the May 5th meeting of the Common Council. Should you require anything additional at this time, please contact me directly at 630-776-3769.

Respectfully,

A handwritten signature in cursive script that reads "Timothy P. Asta Jr.".

Timothy Asta Jr., AICP
Director of Municipal Affairs
ExteNet Systems, Inc.

Enclosures

existing utility pole structures.

VI

R. C. No. - 14 - 15. By FINANCE. May 19, 2014.

Your Committee to whom was referred R. O. No. 254-13-14 by the City Clerk submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ 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

3.4

R. O. No. 254- 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup.

Susan Richards
City Clerk

Invoice
or
refer to Bd of Water
3/3/14

new.
5/19/14-deny.

#3



for

about work

DATE RECEIVED 1-29-14

RECEIVED BY J. Schneider

CLAIM NO. 18-13

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.

- 1. Name of Claimant: Michael Free, NHA, Meadow View Manor
- 2. Home address of Claimant: 3613 S. 13th St. Sheboygan WI 53081
- 3. Home phone number: 920.458.4040
- 4. Business address and phone number of Claimant: 3613 S. 13th St. Sheboygan, WI 53081 920-458-4040
- 5. When did damage or injury occur? (date, time of day) 01.11.2014 5:30 AM
- 6. Where did damage or injury occur? (give full description) sewage back up, flooded 5,021 sq. ft. of basement. Located in basement is medical records, offices, laundry, bathrooms.
- 7. How did damage or injury occur? (give full description) From what the Fire Department had stated, it was due to a "pipe break" that the city was working to fix. This was not isolated to just Meadow View Manor
- 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: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A

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

No injuries. All 5,021 sq ft. of basement needed to be professional cleaned and sanitized for resident safety.

11. Name and address of any other person injured: No injuries.

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

Auto: \$ N/A

Property: \$ 21,827.83

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

TOTAL \$ 21,827.83

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

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

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 VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

Please see attached photos of damage.

Only one quote could be obtained as it was an unexpected event on a Saturday that required immediate attention by the first available cleaning company.

SIGNATURE OF CLAIMANT  NHA, CSW DATE 01-27-2014
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Michael Free, Meadow View Manor</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>3613 S. 13th St.</u>	Property	\$ <u>21,827.83</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ <u>N/A</u>
Claimant's Phone No.	<u>920.458.4040</u>	Other (Specify below)	\$ <u>N/A</u>
			TOTAL \$ <u>21,827.83</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 21,827.83.

SIGNED Michael Free, N/A, CSW DATE: 01-27-2014

ADDRESS: 3613 S. 13th Street
Sheboygan WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



ServiceMaster Recovery Services

2215 S. 162nd St New Berlin WI 53151
 P: (262) 782-3335 / F: (262) 782-4230
 (800) 559-9070 www.smrecover.com
 Tax ID:39-1355743

COMMERCIAL CLEANING SERVICE INVOICE

BILL TO	SITE ADDRESS
Meadowview Manor 3613 S 13th Street Sheboygan, WI 53083	Meadowview Manor - Wes Souder 3613 S 13th Street Sheboygan, WI 53083

HOME	WORK	CELL	FAX	Concerning Email
	(920) 458-4040	(414) 980-1432		[Concerning Email]

TRUCK	START	FINISH	CREW	REP	JOB	INVOICE	PO Number	DATE	Units Allowed/Taken
	1/11/14		Northshore	mfc	18978	625717	cod	1/18/2014	

SERVICE	ROOM OR ITEM	AREA	CNH	801	SERVICE	PRICE
801 Carpet Cleaning						
802 Furniture Cleaning						
804 Odor Control						
811 Soil Proofing						
813 Carpet Sanitizing						
826 Wall & Ceiling Cleaning						
836 Floor Maintenance	Sub/Pressure washing of Basement level- Northshore environmental					\$20,788.41
875 House Wide Cleaning						
825 Other Services (includes Biohazard Clean-up)						
891 Home Care Kits						

Accounting:				SUBTOTAL	\$20,788.41
CASH:	CHECK NUMBER:	VISA/MC:	EXP:	LESS DISCOUNT(S)	-
Credit card on file may be charged if check is returned NSF.				NEW SUBTOTAL	\$20,788.41
*****				TAX	\$1,039.42
A Service Charge Of 1.5% Interest Per Month (18 Annual Rate) Will Be Assessed On Balance Due Over 30 Days				FUEL SURCHARGE	-
				TOTAL DUE	\$21,827.83

Directions:	Special Notes / Conversations:
-------------	--------------------------------

Customer Signature

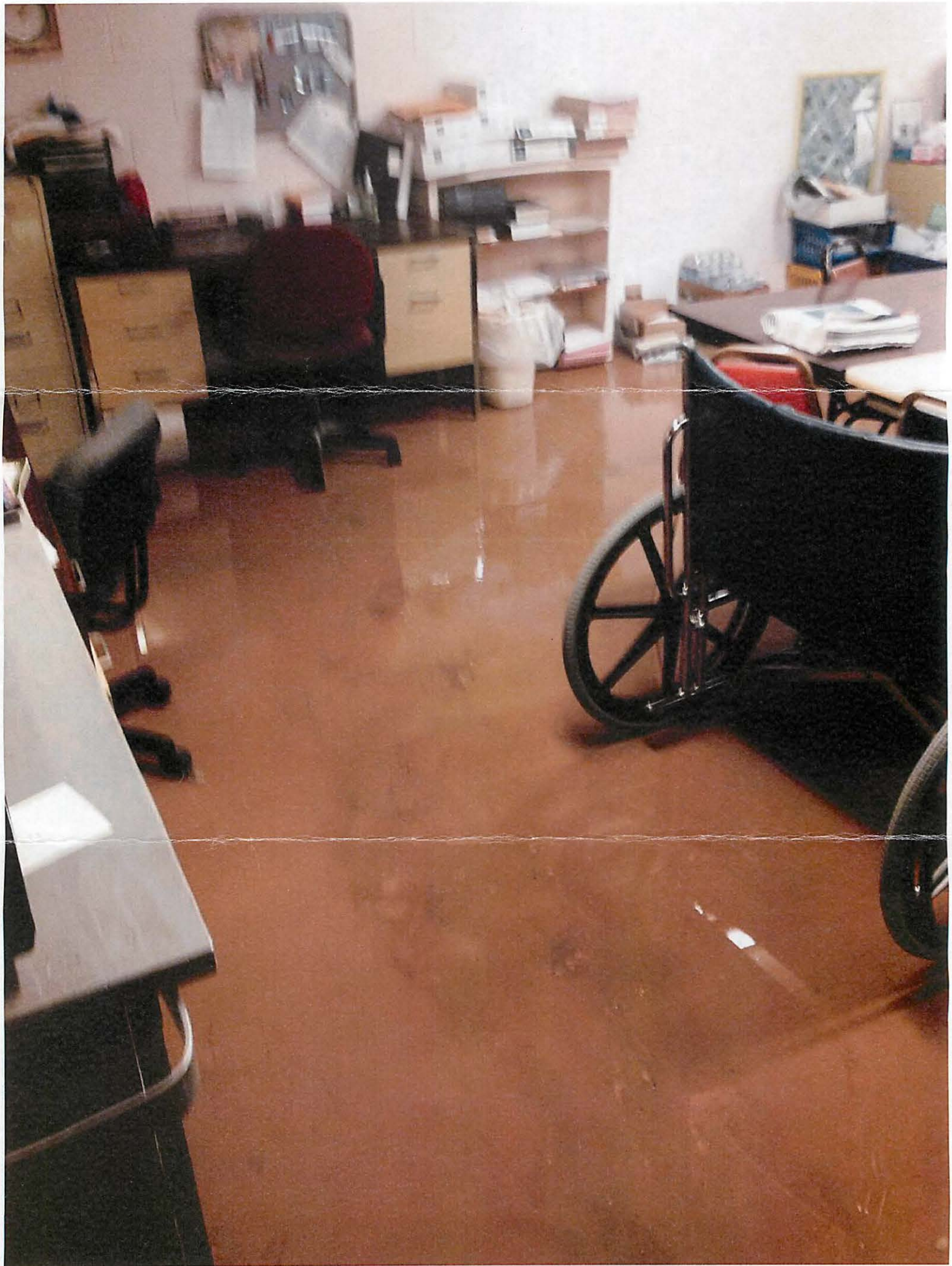
Date


ServiceMaster Recovery Services
FED ID: 391355743

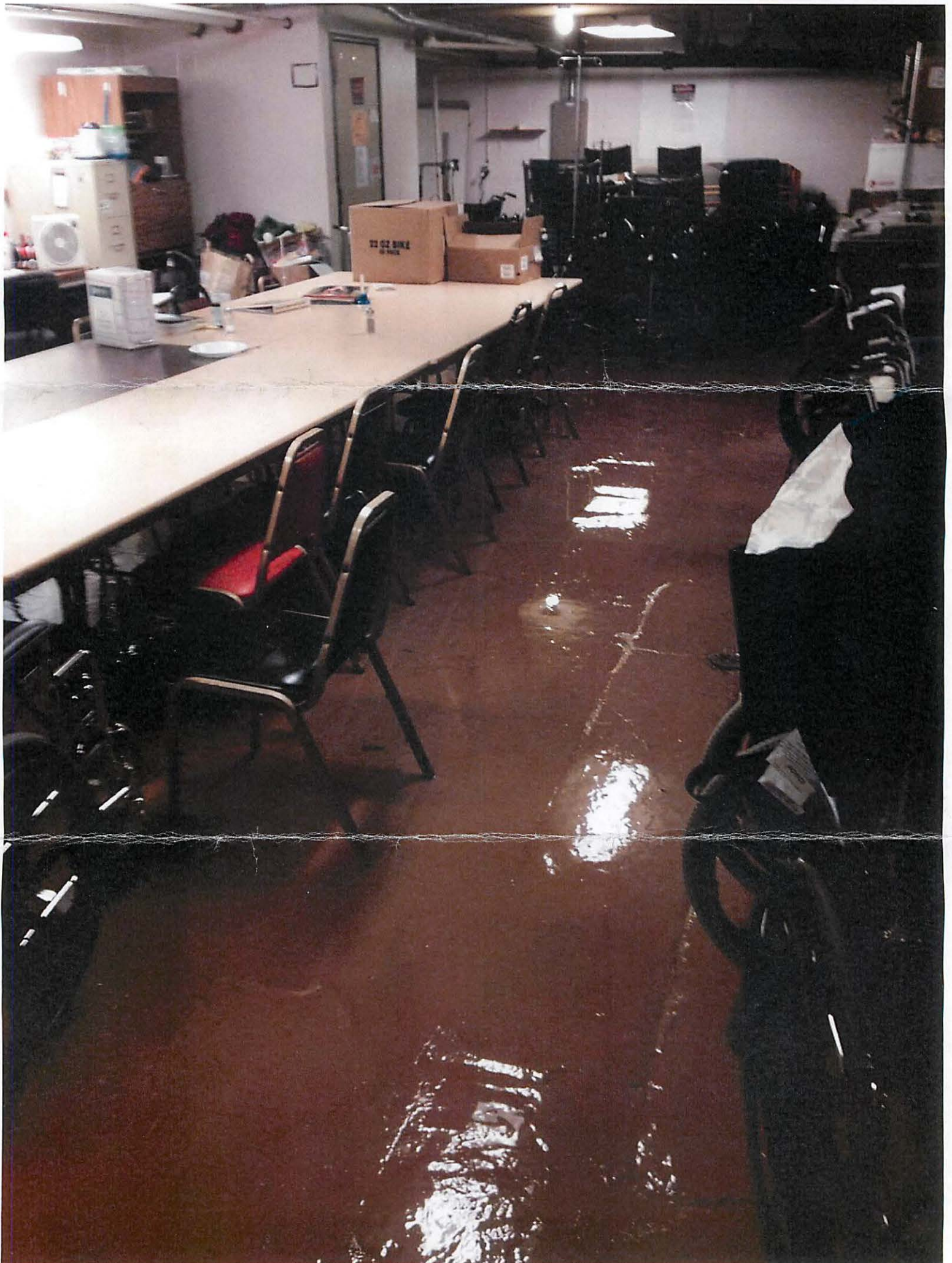
 2215 S. 162nd St
 New Berlin, WI 53151
 800-559-9070

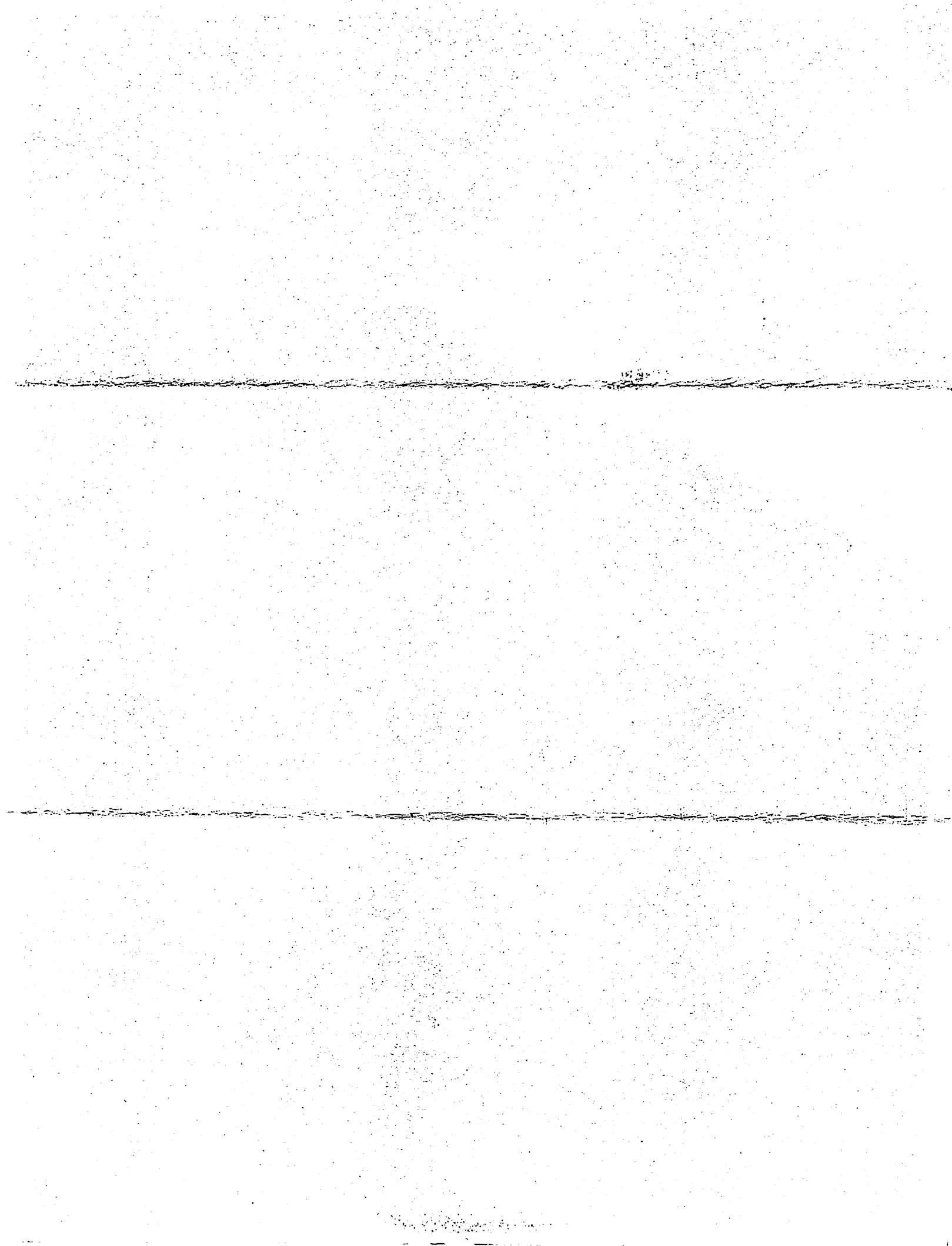
2014-01-16-1634
Equipment usage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - after business hours	6.00 EA	0.00	223.44	67.03	1,407.67
This is the call out and mobilize 8 people to respond after hours to a large loss cleaning job.					
Commercial Supervision / Project Management - per hour - after hours	4.00 IIR	0.00	127.50	25.50	535.50
After hours Project Manager to run the project for customer satisfaction.					
Add for personal protective equipment - Heavy duty	14.00 EA	0.00	17.77	12.44	261.22
Apply plant-based anti-microbial agent - after hours	5,021.00 SF	0.00	0.28	70.29	1,476.17
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	5,021.00 SF	0.00	1.92	482.02	10,122.34
Clean the surface area with pressure steam	5,021.00 SF	0.00	0.95	238.50	5,008.45
Vac Truck	12.00 HR	0.00	186.00	111.60	2,343.60
Equipment decontamination charge - IIVY, per piece of equip	8.00 EA	0.00	78.23	31.29	657.13
Contaminated water dump fee	300.00 EA	0.00	0.05	0.75	15.75
Totals: Equipment usage				1,039.42	21,827.83
Line Item Totals: 2014-01-16-1634				1,039.42	21,827.83

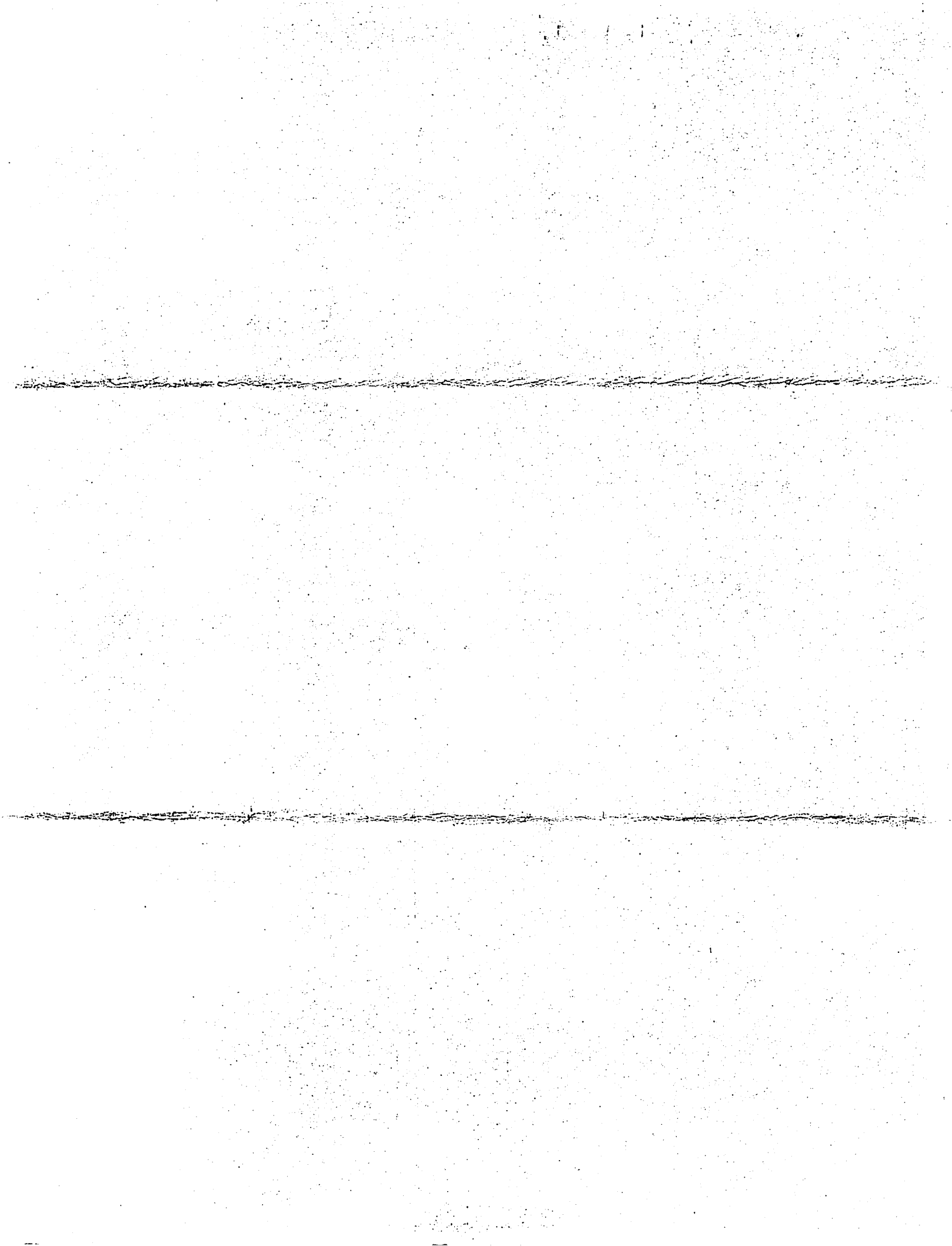














VI

R. C. No. - 14 - 15 . By FINANCE. May 19, 2014.

Your Committee to whom was referred R. O. No. 307-13-14 and R. O. No. 308-13-14 by the City Clerk submitting a claim from AT&T for alleged damages to AT&T facilities at the N. 10th St. location; recommends that the Reports of Officer be placed on file and to pay the claim in the amount of \$4,592.40.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.7

R. O. No. 307 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from The Claims Center LLC as a third party administrator for AT&T which has assigned their firm to investigate and resolve claim for alleged damages to AT&T facilities at the N. 10th St. location.

Finance

Susan Richards

City Clerk

New
5/19/14 -
pay 4,592.40



7001 E Fish Lake Road ~ Suite 100 ~ Maple Grove, MN 55311
PO Box 47604 ~ Minneapolis, MN 55447
866-233-0353 ~ Fax: 866-233-9627

*Rec'd 3-7-14
By L's Schroeder
Claim # 25-13*

2014-03-07 10:51:01

March 5, 2014

Sheboygan City
Attn: Linda
828 Center Ave., #100
Sheboygan, WI 53081

Dear Risk Management/Claims,

The Claims Center LLC is a third party claims administrator for AT&T which has assigned our firm to investigate and resolve claims for damages to AT&T facilities.

This letter should serve as official notice of tort claim filing with the Sheboygan City. If additional information is required to affect official notice of claim, please respond to include any necessary forms, or specific procedure mandated by statute

An invoice for the property damage will be provided to you at a later date.

These damages were discovered or repaired on or about January 15, 2014 at the location of N. 10th St.

Please include our reference number 337797 when responding to this letter.

If you need any additional information or have any questions please call me at 866-233-0353.

Thank you,

Claims Representative
The Claims Center
PO Box 47604
Plymouth, MN 55447
Fax: 763-744-1480

e-mailed to staff 3-7-14

II

3.11

R. O. No. 331 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a claim from AT&T for alleged damages to an AT&T pole in the 1000 Block of N. 10th St.

Finance
refer

Susan Richards

City Clerk

3-25-14
claim 25-13

Date: 03/19/2014

(R# 307-14-15)



Claim for Damages

To:
SHEBOYGAN, CITY OF
828 CENTER AVE
SHEBOYGAN, WI 53081

Claim Number: AMER-25-201402-50-0034-ADJ

Charges for Damages to:
WISCONSIN BELL INC., DBA AT&T- WISCONSIN

Occured/Discovered On or About: 01/15/2014

Approximate Location:
1000 BLOCK OF N 10 TH ST, SHEBOYGAN CITY, WI

How Damage Occured:
EMERGENCY BROKEN POLE

Summary of Charges

The labor cost amount claimed includes direct costs and indirect costs, including but not limited to personnel, equipment, vehicles, administrative overheads, and an allocation of general corporate overhead.

LABOR COST	\$2,517.37
MATERIALS/UNIT COST ITEMS	\$160.49
CONTRACTOR	\$1,914.54
TOTAL AMOUNT DUE:	\$4,592.40

Breakdown of Charges on next page

**Call before you dig
Call 811**

For Inquiries Call: 800-894-0374 or 800-363-3234 (FAX)

This payment is due upon receipt. If payment is not received within 30 days further collection action will be taken. IF A PAYMENT FOR LESS THAN THE FULL AMOUNT IS RECEIVED, IT WILL BE APPLIED AS A PARTIAL PAYMENT. **Please do not pay with telephone bill.**

If you are covered by insurance, please forward this to your carrier for payment. Once your claim has been established with your insurance company, please contact us at 800-894-0374 with your claim information, and we will work with your insurance company to resolve. AT&T accepts checks, money orders or credit card payments. We do not accept cash. Please complete the information below and return in the enclosed envelope or you may call 800-894-0374 to pay by phone.



TOTAL AMOUNT DUE: \$4,592.40

Amount enclosed: \$ _____

SHEBOYGAN, CITY OF

Claim Number: AMER-25-201402-50-0034-ADJ

Return this section with payment in enclosed envelope.

Please write claim number on check or money order to ensure proper credit.

For credit card payment:

Credit Card number: _____

Name on Card: _____

Amount to be charged to your card: _____

Three digit security number on back of card: _____

Expiration Date: _____

Remit Payment to:

AT&T
RM 39-N-13
909 CHESTNUT ST
SAINT LOUIS MO 63101-2017





Breakdown of charges

LABOR COST

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
DR	01/15/2014	1.00	93.0244201					\$93.00
AS	02/11/2014	1.00	88.1614850					\$88.15
FF	02/27/2014	2.00	88.1614850					\$176.31
FF	02/28/2014	3.50	88.1614850					\$308.57
MR	03/03/2014	1.00	88.1614850					\$88.15
FF	03/03/2014	8.00	88.1614850					\$705.31
AS	03/04/2014	2.00	88.1614850					\$176.31
MR	03/04/2014	0.50	88.1614850					\$44.07
FF	03/04/2014	6.00	88.1614850					\$528.97
AS	03/05/2014	1.00	88.1614850					\$88.15
FF	03/05/2014	1.50	88.1614850					\$132.23
AS	03/11/2014	1.00	88.1614850					\$88.15
Labor Cost Sub-Total								\$2,517.37

MATERIALS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
POLE 30 FT CLASS 5	1	148.5500000	\$148.55
CUSTOMER TROUBLE TICKET NCSC	1	6.4200000	\$6.42
CUSTOMER TROUBLE TICKET NDC	1	5.5200000	\$5.52
Material Sub-Total			\$160.49

CONTRACTOR COST

CONTRACTOR NAME	AMOUNT
HOLTGER BROTHERS	\$1,914.54

continued on next page



at&t

Breakdown of charges

LABOR COST

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
DR	01/15/2014	1.00	93.0244201					\$93.00
AS	02/11/2014	1.00	88.1614850					\$88.15
FF	02/27/2014	2.00	88.1614850					\$176.31
FF	02/28/2014	3.50	88.1614850					\$308.57
MR	03/03/2014	1.00	88.1614850					\$88.15
FF	03/03/2014	8.00	88.1614850					\$705.31
AS	03/04/2014	2.00	88.1614850					\$176.31
MR	03/04/2014	0.50	88.1614850					\$44.07
FF	03/04/2014	6.00	88.1614850					\$528.97
AS	03/05/2014	1.00	88.1614850					\$88.15
FF	03/05/2014	1.50	88.1614850					\$132.23
AS	03/11/2014	1.00	88.1614850					\$88.15

Labor Cost Sub-Total \$2,517.37

MATERIALS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
POLE 30 FT CLASS 5	1	148.5500000	\$148.55
CUSTOMER TROUBLE TICKET NCSC	1	6.4200000	\$6.42
CUSTOMER TROUBLE TICKET NDC	1	5.5200000	\$5.52

Material Sub-Total \$160.49

CONTRACTOR COST

CONTRACTOR NAME	AMOUNT
HOLTGER BROTHERS	\$1,914.54

continued on next page



Breakdown of charges (continued)

Contractor Cost Sub-Total \$1,914.54

Total Labor Cost, Materials, Contractor, Loss of Use, Other Items \$4,592.40



AT&T 909 Chestnut Street
Room 39-N-13
St. Louis, MO 63101-3099
RETURN SERVICE REQUESTED

6298.1.0.9 1 SP 0.000 KY



SHEBOYGAN, CITY OF
828 CENTER AVE
SHEBOYGAN WI 53081-4442

VI

R. C. No. _____ - 14 - 15. By FINANCE. May 19, 2014.

Your Committee to whom was referred R. O. No. 332-13-14 by the City Clerk submitting a claim from Nicole Reynolds for alleged damages to her vehicle when City front end loaders were removing snow and scratched from the front driver's side panel to the passenger door; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance and to also refer these documents on to Wagner Excavating.

Consent

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

Other Matters

8.3

R. O. No. 332- 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a claim from Nicole Reynolds for alleged damages to her vehicle when City front end loaders were removing snow and scratched from the front driver's side panel to the passenger door.

Finance

*deny
& refer to Wagner
Excavating*

Susan Richards

City Clerk

DATE RECEIVED 3-31-14

RECEIVED BY LS Schroeder

CLAIM NO. 29-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 31 '14 PM 12:50

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: Nicole Reynolds
2. Home address of Claimant: 522 Niagara Ave. Sheboygan, WI
3. Home phone number: 920-946-0822
4. Business address and phone number of Claimant: 725 Blue Harbor Dr. Sheboygan
920-452-2900 x508

5. When did damage or injury occur? (date, time of day) 1/2/14 between 7:45-8:30am

6. Where did damage or injury occur? (give full description) Riverfront Drive, in front of Midwest Dental. vehicle was parked on street

7. How did damage or injury occur? (give full description) Long yellow dented scratch from front driver's side panel to passenger door

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: 2 big yellow front-end loaders were nearby, removing snow.

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

(a) Public property alleged to be dangerous: _____

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

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

no injuries

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

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

Auto:

\$ ~~2000~~ 2367.55

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below

\$ _____

TOTAL

2,367.55

Damaged vehicle (if applicable)

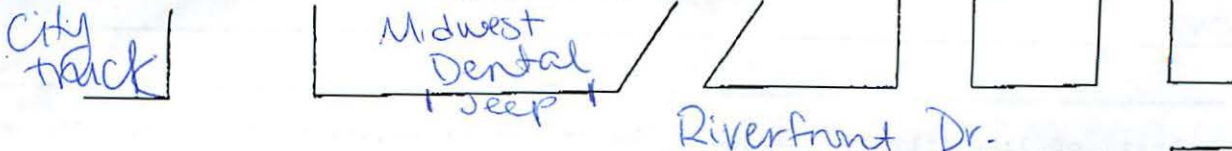
Make: Jeep Model: Compass Year: 2008 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

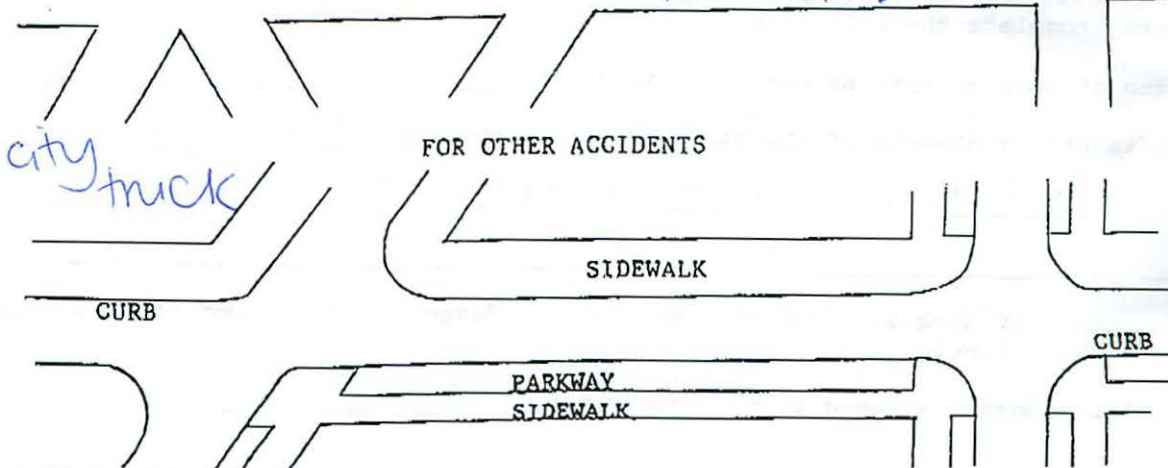
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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:

Shirley Reynolds

Date:

3/31/14

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

no injuries

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

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

Auto: \$ ~~2000~~ 2367.55

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL 2,367.55

Damaged vehicle (if applicable)

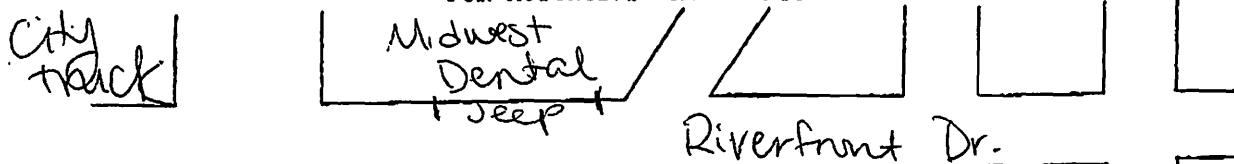
Make: Jeep Model: Compass Year: 2008 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

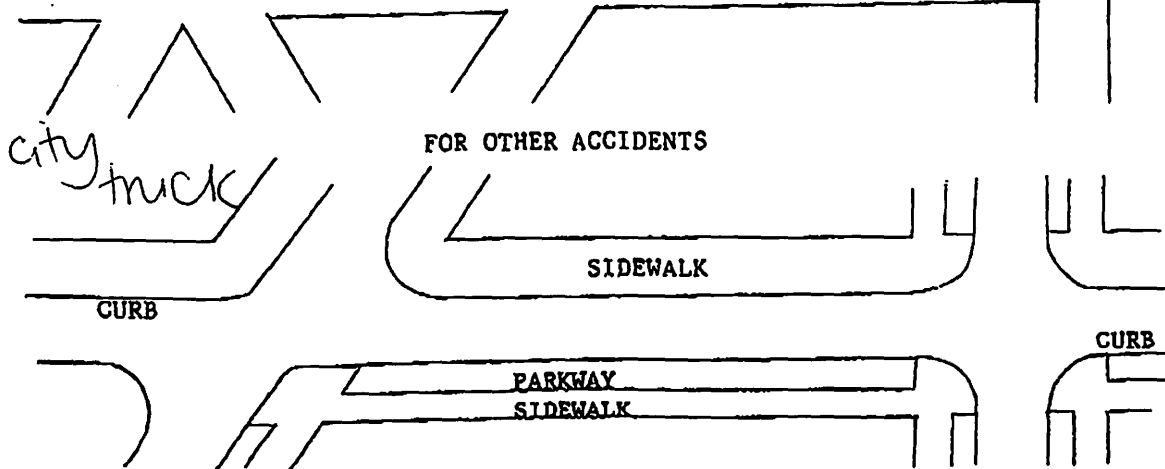
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: _____

Merley Reynolds

Date: _____

3/31/14

DATE RECEIVED 3-31-14

RECEIVED BY LG Schaefer

CLAIM NO. 29-13

MAR 31 '14 PM 12:50

CLAIM

Claimant's Name: Nicole Reynolds

Auto 2,367.55 \$ ~~0.00~~ ~~0.00~~ ~~0.00~~

Claimant's Address: 522 Niagara Ave.

Property \$ _____

Sheboygan, WI

Personal Injury \$ _____

Claimant's Phone No. 920-946-0822

Other (Specify below) \$ _____

TOTAL 2,367.55 \$ ~~0.00~~ ~~0.00~~ ~~0.00~~

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

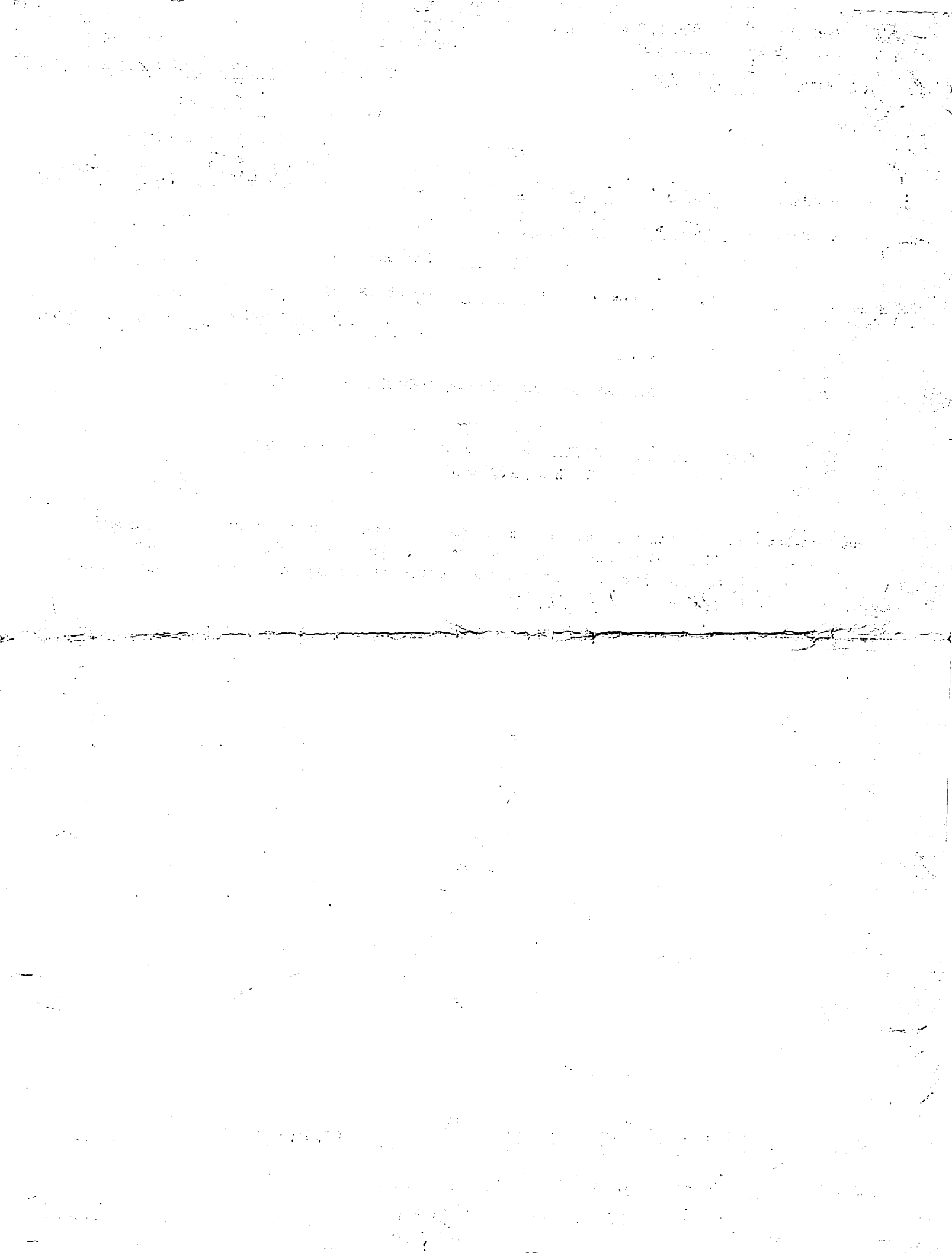
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~0.00~~. 2,367.55

SIGNED: Nicole Reynolds

DATE: 3/31/14

ADDRESS: 522 Niagara Ave.
Sheboygan, WI 53081



DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

01/11/2014 05:34 AM

Owner

Owner: NIKI REYNOLDS
Address: 522 NIAGARA AVE
City State Zip: Sheboygan, WI 53081
Email: niki.einer@gmail.com

Work/Day: (920)946-0822
FAX:

Inspection

Inspection Date: 01/09/2014 05:31 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Side
Driveable: Yes

Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081

Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 5

Remarks

*** Original Estimate ***

Vehicle

2008 Jeep Compass Sport 4 DR Wagon
4cyl Gasoline 2.4
5 Speed Manual

Lic.Plate: 370-HKV
Lic Expire:
Prod Date: 02/2008
Veh Insp# :
Condition:
Ext. Color: STEEL BLUE MET
Ext. Refinish: Two-Stage
Ext. Paint Code: PBM

Lic State: WI
VIN: 1J8FF47W68D683863
Mileage: 61,296
Mileage Type: Actual
Code: J2203B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive
Anti-Lock Brakes
Electronic Transfer Case

AM/FM CD Player
Center Console
Fog Lights

Aluminum/Alloy Wheels
Dual Airbags
Head Airbags

Intermittent Wipers	Power Brakes	Power Steering
Rear Spoiler	Rear Window Defroster	Rear Window Wiper/Washer
Roof/Luggage Rack	Stability Cntrl Suspensn	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<u>Stripes And Mouldings</u>									
1	RI	425		Mldg,Front Door Side LT	R & I Assembly			0.5	SM
2	RI	383		Mldg,Rear Door Side LT	R & I Assembly			0.5	SM
<u>Front Bumper</u>									
3	RI	74		Front End Cover R & I >> >>DROP LF CORNER FOR PAINTING FENDER<<	R & I Assembly			1.0*	SM
<u>Front End Panel And Lamps</u>									
4	RI	45		Lens,Side Marker LT	R & I Assembly			0.5	SM
<u>Front Body And Windshield</u>									
5	BR	103	13	Fender,Front LT	Blend Refinish 0.9 Blend 0.6 Two-stage setup 0.4 Two-stage			1.9	RF
<u>Roof</u>									
6	RI	429		Rail,Luggage Rack LT	R & I Assembly			0.5	SM
<u>Front Doors</u>									
7	I	209		Pnl,Front Door Outer LT	Repair			6.0*	SM
8	L	209		Pnl,Front Door Outer LT	Refinish 2.0 Surface 0.4 Two-stage			2.4	RF
9	RI	130		W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
10	RI	229		Mirror,Outer R/C LT	R & I Assembly			0.3	SM
11	RI	227		Handle,Front Door Otr LT	R & I Assembly			0.5	SM
<u>Rear Doors</u>									
12	I	289		Pnl,Rear Door Outer LT	Repair			5.0*	SM
13	L	289		Pnl,Rear Door Outer LT	Refinish 1.9 Surface 0.4 Two-stage			2.3	RF
14	RI	325		W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
<u>Quarter And Rocker Panel</u>									
15	BR	163		Panel,Bodyside Otr Upr LT	Blend Refinish 0.5 Blend 0.3 Two-stage			0.8	RF
16	BR	411		Panel,Quarter LT	Blend Refinish 0.9 Blend 0.4 Two-stage			1.3	RF
17	SB	395		Glass,Quarter Vent T LT >> >>R&I GLASS TO REFINISH QUARTER<<	Sublet Repair	\$85.00*			SM
<u>Rear Bumper</u>									
18	N	556		Rear Bumper Cover R&I	Additional Labor			0.8	SM

Rear Body, Lamps And Floor Pan

19	RI	533	Lens,Taillamp LT	R & I Assembly		0.3	SM
Manual Entries							
20	L	M14	Corrosion Protection	Refinish		0.2*	RF
21	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
22	N		De-Nib and polish	Additional Labor			SM*
23	N		Hazad, waste	Additional Labor	\$5.00*		SM
24	N		CLEAN & RETAPE DOOR MLDG	Additional Labor	\$5.00*	0.3*	SM*
25	N		CLEAN & RETAPE R/DR MLDG	Additional Labor	\$5.00*	0.3*	SM*
25	Items						

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts	\$20.00	
Paint Materials	\$320.40	
Parts & Material Total		\$340.40
Tax on Parts & Material	@ 5.000%	\$17.02

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	4.7	12.4	17.1	\$991.80
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	8.9		8.9	\$516.20
Paint Materials	\$36.00				

Labor Total		26.0 Hours	\$1,508.00
Tax on Labor	@ 5.000%		\$75.40
Sublet Repairs			\$85.00
Tax on Sublet	@ 5.000%		\$4.25
Gross Total			\$2,030.07
Net Total			\$2,030.07

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

Audatex Estimating 7.0.123 ES 01/11/2014 05:46 AM REL 7.0.123 DT 11/01/2013 DB 12/15/2013
Copyright (C) 2013 Audatex North America, Inc.

**2.5 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.**

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM.
CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN
DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911,
MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

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



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Audatex Estimating is a trademark of Audatex North America, Inc.

GEORGIA AVENUE BODY SHOP, INC.
 1819 GEORGIA AVENUE
 SHEBOYGAN, WI 53081
 PHONE: (920)458-3272 FAX: (920)458-3284

CD LOG NO 3463-1 DATE 03/24/14

SHOP: INSP DATE: 03/24/14
 CONTACT: JIM MILLER
 OWNER: NICOLE, REYNOLDS HOME PHONE: (920)946-0822
 ADDRESS: 522 NIAGARA AVENUE
 CITY STATE: SHEBOYGAN, WI
 ZIP: 53081

POINT OF IMPACT: 6

LIC#: 370-HKV STATE: WI VIN: 1J8FF47W68D683863
 BODY COLOR: BLUE-GRAY MILEAGE: 62,728
 CONDITION: EXCELLENT ACCTNG CTL#:
 DRIVEABLE: YES VEH. INSP#:
 PROD. DATE: PAINT CODE: PBM

*=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

2008 JEEP COMPASS SPORT 4DOOR WAGON 4CYL GASOLINE 2.4
 CODE: J2203B/B OPTNS D/24AJQ

OPTIONS:
 TWO-STAGE - EXTERIOR SURFACES TWO-STAGE - INTERIOR SURFACES
 4-WHEEL DRIVE AIR CONDITIONING
 TIRE PRESSURE WRNG INDICATOR

OP	GDE	MC DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
RI0074		FRONT END COVER R & I drop left side	R&I ASSEMBLY				1.3	1
RI0045		LENS, SIDE MARKER	LT R&I ASSEMBLY				0.5	1
I 0103		FENDER, FRONT	LT REPAIR				0.5	*1
L 0103	13	FENDER, FRONT	LT REFINISH				3.2	4
			2.2 SURFACE					
			0.6 TWO STAGE SETUP					
			0.4 TWO STAGE					

I 0207	DOOR SHELL,FRONT	LT REPAIR		5.0*1
L 0207	DOOR SHELL,FRONT	LT REFINISH		2.4 4
		2.0 SURFACE		
		0.4 TWO STAGE		
RI0130	W/STRIP,BELT OUTER	LT R&I ASSEMBLY		0.2 1
RI0231	PNL,INNER DOOR TRIM	LT R&I ASSEMBLY		1.1 1
RI0425	MLDG,FRONT DOOR SID	LT R&I ASSEMBLY		0.8*1
	INCLUDES R/I ADHESIVE			
RI0229	MIRROR,OUTER R/C	LT R&I ASSEMBLY		0.3 1
RI0227	HANDLE,FRONT DOOR O	LT R&I ASSEMBLY		0.3 1
I 0287	DOOR SHELL,REAR	LT REPAIR		5.0*1
L 0287	DOOR SHELL,REAR	LT REFINISH		2.3 4
		1.9 SURFACE		
		0.4 TWO STAGE		
RI0325	W/STRIP,BELT OUTER	LT R&I ASSEMBLY		0.2 1
RI0309	MLDG,REAR DOOR SIDE	LT R&I ASSEMBLY		0.7*1
	INCLUDES R/I ADHESIVE			
RI0307	PNL,INNER DOOR TRIM	LT R&I ASSEMBLY		0.7 1
BR0411	PANEL,QUARTER	LT BLEND REFINISH		1.3 4
		0.9 BLEND		
		0.4 TWO STAGE		
RI0395	QTR VENT GLASS R &	LT R&I ASSEMBLY		1.8 1
RI0556	REAR BUMPER COVER	R&I R&I ASSEMBLY		0.4*1
	DROP LEFT SIDE			
ECM14	CORROSION PROTECTION	ECONOMY PART	25.00*	1.0*4
N M60	HAZARD. WSTE. REM.	ADDNL LAEOR OPERA	5.00*	1
EC	BODY REPAIR MATERIALS	ECONOMY PART	73.50*	1*
N	COVER VAN OR TRUCK	ADDNL LABOR OPERA	15.00*	1.5*1*

23 ITEMS

MC MESSAGE(S)

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

OTHER PARTS				118.50
PAINT MATERIAL				397.80
PARTS & MATERIAL TOTAL				516.30
TAX ON PARTS & MATERIAL @			5.000%	25.82
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	57.00	8.3	12.0	1,157.10
2-MECH/ELEC	75.00			
3-FRAME	65.00			
4-REFINISH	57.00	10.2		581.40
5-PAINT MATERIAL	39.00			
LABOR TOTAL				1,738.50
TAX ON LABOR		@	5.000%	86.93
SUBLET REPAIRS				
TOWING				
STORAGE				

2008 JEEP COMPASS SPORT 4DOOR WAGON
CD LOG NO 3463-1

GROSS TOTAL	2,367.55
NET TOTAL	2,367.55

SHOPLINK UN380 ES CD LOG 3463-1 DATE 03/24/14 12:29:29AM R6.37 CD 03/14
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

2.2 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.



Georgia Avenue Body Shop, Inc.

1819 Georgia Avenue
Sheboygan, Wisconsin, 53081
Phone: 920-458-3272
Fax: 920-458-3284

“Where Friends Meet By Accident” SINCE 1963

GABS IS CELEBRATING 50 YEARS, SERVING SHEBOYGAN COUNTY AND SURROUNDING COMMUNITIES WITH THEIR AUTO BODY & MECHANICAL NEEDS.

AS A THANKYOU TO THE COMMUNITY, WE ARE OFFERING FANTASTIC SPECIALS, FREE SERVICE & GIFTS TO ANYONE THAT NEEDS TO SCHEDULE REPAIRS FROM NOW UNTIL THE END OF 2013.

- 1) EVERY CUSTOMER, GETS 10% OFF OUR LABOR, ON ALL REPAIRS BOTH AUTO BODY & MECHANICAL.
- 2) EVERY CUSTOMER, GETS 5% OFF ALL PARTS & MATERIALS
- 3) EVERY 5TH CUSTOMER GETS A FREE OIL CHANGE & CAR WASH
- 4) EVERY 10TH CUSTOMER GETS 15% OFF OUR LABOR & 10% OFF PARTS
- 5) EVERY 14TH CUSTOMER GETS 1 YEAR FREE MEMBERSHIP TO THE MOOSE LODGE
- 6) EVERY 25TH CUSTOMER GETS 20% OFF BOTH PARTS & LABOR
- 7) EVERY 50TH CUSTOMER GETS THE JOB DONE FOR HALF PRICE – (Maximum of \$500)
- 8) EVERY 100TH CUSTOMER GETS THE JOB DONE FOR FREE – (Maximum of \$1000)
- 9) RECEIVE 10% OFF THE STICKER PRICE ON EVERY USED CAR FROM OUR LOT

Check out our Vehicles at www.gabsinc.com

WITH TODAY’S ECONOMY, WE DECIDED TO SAY THANK YOU, BY HELPING YOUR POCKET BOOK. GET THE JOB DONE, THIS YEAR, FOR LESS.

AN ESTIMATE & 10% DOWN PAYMENT, WHEN THE JOB IS BOOKED; IS REQUIRED IN ORDER TO RECEIVE DISCOUNTS AND/OR BECOME ELIGIBLE FOR THE 5TH, 10TH, 14th, 25TH, 50TH OR 100TH CUSTOMER.

VI

R. C. No. - 14 - 15 . By PUBLIC PROTECTION AND SAFETY. May 19, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 346-13-14 by the Chief of Police submitting his quarterly report showing the activities of his department for the period commencing January 1, 2014 and ending March 31, 2014;
2. R. O. No. 357-13-14 by the City Clerk submitting a communication from the Sheboygan County Chamber of Commerce making various requests for the Twilight Concerts and 4th of July events; and
3. R. O. No. 24-14-15 by the City Clerk submitting a communication from Amy Wilson, Planning and Tourism Director of the Sheboygan County Chamber of Commerce making an updated request for the Twilight Concerts and 4th of July events;

recommends that the documents be accepted and placed on file.

Consent

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

Other Matters

6.6

R. O. No. 346 - 13 - 14. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
April 14, 2014.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing January 1, 2014 and ending March 31, 2014.

Part I Crimes	January		February		March		2014 TOTAL 1st QTR Actual Offenses	2013 TOTAL 1st QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	1	1	0	0	0	0	1	1
Rape	4	2	2	3	4	2	10	4
Robbery	0	0	0	0	3	1	3	2
Aggravated Assault	12	14	10	10	6	6	28	21
Burglary	14	5	9	2	18	2	41	49
Theft	55	29	68	49	71	41	194	203
Vehicle Theft	0	0	1	0	1	1	2	5
Arson	0	0	0	0	1	1	1	3
Total Part I Crimes	86	51	90	64	104	54	280	288
Total Current Actual Offenses	280		Total Current Cleared		169			
Same Quarter Last Year	288		Same Quarter Last Year		159			

PP, S
of new Council
to AnnFile

Traffic Arrests	
January	267
February	253
March	176
Current Quarter	696
Same Quarter Last Year	729

Other Arrests	
January	366
February	353
March	397
Current Quarter	1,116
Same Quarter Last Year	1,110

Accidents Investigations	
Current Quarter	513
Same Quarter Last Year	531

Total Arrests	
Current Quarter	1,812
Same Quarter Last Year	1,839

Property	Jan	Feb	Mar	Current Quarter	Same Quarter Last Year
Value Property Stolen	36449	37168	14193	87,810	131,306
Value Property Recovered	5220	2870	4895	12,985	34,432
Percent Recovered	14	8	34	15	27

Chief of Police Christopher D. Domagalski

II

3.7

R. O. No. 357 - 13 - 14. By CITY CLERK. April 14, 2014.

Submitting a communication from the Sheboygan County Chamber of Commerce making various requests for the Twilight Concerts and 4th of July Events.

Susan Richards
City Clerk

pp 5
P.W.
new C.C.
Ac+file

Date: April 9, 2014

To: Sue Richards, City Clerk
City of Sheboygan

Fr: Amy Wilson, Planning and Tourism Director
Sheboygan County Chamber

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.

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 Friday, 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 Friday, July 4, assistance is requested for pick-up of same.

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

Prior to Parade Commencement on Friday, July 4, it is requested that DPW block all parking in the circle at the end of South Pier as early as possible. Specific spaces will be decided during conversation with DPW, Sheboygan Police Department and Sheboygan Fire Department. However, the circle will be open for traffic to drive through as a turnaround to alleviate traffic jams on South Pier.

Prior to Friday, 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 Harbor Centre BID and Blue Harbor Resort will be managing and coordinating these events with Tourism's assistance. They 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 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.
- C: Dave Hoffman, Harbor Centre Business Improvement District Manager
David Sanderson, Blue Harbor Resort General Manager
Chief Domagalski, Sheboygan Police Department
Chief Romas, Sheboygan Fire Department
Dave Biebel, Department of Public Works Director
Chad Pelishek, Planning and Development Director

II

3.17

R. O. No. 24-14-15. By CITY CLERK. May 5, 2014.

Submitting a communication from Amy Wilson, Planning and Tourism Director of the Sheboygan County Chamber of Commerce making an updated request for the Twilight Concerts and 4th of July events.

ppx
P.W
Ac-311

Susan Richards
City Clerk

Richards, Susan

From: Amy Wilson <amy@sheboygan.org>
Sent: Tuesday, April 29, 2014 4:48 PM
To: Richards, Susan
Cc: Pelishek, Chad; Biebel, David; Domagalski, Christopher; Romas, Mike; bidmanager@harborcentre.com; David Sanderson; Lisa Hartman; George Twohig
Subject: RE: Twilight and 4th of July Common Council Request
Attachments: 4th of July Common Council Request 2014.docx

Please see the attached UPDATED request for DPW assistance and sites for the 4th of July and Twilight. There was an error on the original request. The parade will go north on N. 8th St. from Center Ave., just as last year. It will NOT revert back to 7th St. This error is corrected with a redline edit in the attached copy.

Thanks!

Amy L. Wilson, MBA
Planning & Tourism Director
Sheboygan County Chamber
621 S. 8th Street
Sheboygan, WI 53081



From: Amy Wilson
Sent: Wednesday, April 09, 2014 11:35 AM
To: 'Susan.Richards@sheboyganwi.gov'
Cc: 'Pelishek, Chad'; 'Biebel, David'; 'christopher.domagalski@ci.sheboygan.wi.us'; 'mike.romas@sheboyganwi.gov'; 'bidmanager@harborcentre.com'; 'David Sanderson'; Lisa Hartman
Subject: Twilight and 4th of July Common Council Request

Hello Sue.

Attached please find a request submitted to the Common Council for use of city services and sites for the annual Twilight Series and 4th of July events.

Thank you.

Amy L. Wilson, MBA
Planning & Tourism Director
Sheboygan County Chamber
621 S. 8th Street
Sheboygan, WI 53081

Date: April 9, 2014

To: Sue Richards, City Clerk
City of Sheboygan

Fr: Amy Wilson, Planning and Tourism Director
Sheboygan County Chamber

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.

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 Friday, 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 Friday, July 4, assistance is requested for pick-up of same.

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

Prior to Parade Commencement on Friday, July 4, it is requested that DPW block all parking in the circle at the end of South Pier as early as possible. Specific spaces will be decided during conversation with DPW, Sheboygan Police Department and Sheboygan Fire Department. However, the circle will be open for traffic to drive through as a turnaround to alleviate traffic jams on South Pier.

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- 7:00 a.m. Parade Line-up (Route: ~~7th St.~~, N. 8th St. at Center Ave., going 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.)

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- 12:00 p.m. South Pier Festivities begin. (Entertainment tent with food and beverage sales.) The Harbor Centre BID and Blue Harbor Resort will be managing and coordinating these events with Tourism's assistance. They 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 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.
- C: Dave Hoffman, Harbor Centre Business Improvement District Manager
David Sanderson, Blue Harbor Resort General Manager
Chief Domagalski, Sheboygan Police Department
Chief Romas, Sheboygan Fire Department
Dave Biebel, Department of Public Works Director
Chad Pelishek, Planning and Development Director



R. C. No. 14 - 15. By PUBLIC PROTECTION AND SAFETY. May 19, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 358-13-14 by the City Clerk submitting a communication from Alderperson Lewandoske on behalf of Dan Senglaub of Filibuster Pub requesting angle parking on his side of the street in front of his business at 434 Pennsylvania Ave.; and
2. R. O. No. 23-14-15 by the City Clerk submitting a communication from Marcial Dionicio regarding concerns of safety at the intersection of Michigan Ave. and N. 14th St. due to traffic congestion;

recommends that the documents be placed on file.

Consent

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

3.8

R. O. No. 358-13-14. By CITY CLERK. April 14, 2014.

Submitting a communication from Alderperson Lewandoske on behalf of Dan Senglaub of Filibuster Pub requesting angle parking on his side of the street in front of his business at 434 Pennsylvania Ave.

~~PP+S~~
~~new C.C.~~
File

Susan Richards
City Clerk

Richards, Susan

From: Scott Lewandoske <sheboyganhistory@bytehead.com>
Sent: Friday, April 11, 2014 12:24 AM
To: Richards, Susan
Subject: To be referred

Sue,

Since I am still an alderman for a couple more days, could you send the following communication I received to the Public Works Committee of the new common council?

Hey Scott,

I know I'm not in your area but I would really like the city to put in angle parking on my side of the street. Penn Ave is wide enough for it.

Angle parking would greatly help my business and make more parking available for the river walk.

Thanks,
Dan Senglaub-Filibuster

Dan is requesting this for his business at 434 Pennsylvania Avenue.

Scott Lewandoske
5th District Alderman

II

3.16

R. O. No. 23 - 14 - 15. By CITY CLERK. May 5, 2014.

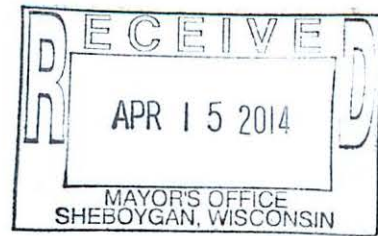
Submitting a communication from Marcial Dionicio regarding concerns of safety at the intersection of Michigan Ave. and N. 14th St. due to traffic congestion.

~~P.P.S~~
Jill

Susan Richards

City Clerk

1813 Geele Ave
Sheboygan WI, 53083
April 4, 2014



City Common Council
City Hall Council Chambers
828 Center Ave
Sheboygan WI

Dear Mayor and Council members:

I am writing this letter with the concerns of safety at the intersection of Michigan Avenue and 14th street due to traffic congestion.

I started working at Thai Café Restaurant about four years ago, and I have seen a lot of accidents there. It's really difficult to cross 14th street. It's an extremely dangerous area.

You should consider installing a 4-way-stop-traffic control signal in order to make this intersection more pedestrian friendly to cross. Lights also to help reduce speeding and danger.

Thank you very much for your time.

Sincerely,



Marcial Dionicio

VI

R. C. No. - 14 - 15 . By FINANCE. May 19, 2014.

Your Committee to whom was referred R. O. No. 11-14-15 by the City Clerk submitting a claim from Mark Lueck for alleged damages to his vehicle when a garbage man threw a bag of garbage and it broke the rear window of his car; recommends that the document be accepted and placed on file and to pay the claim in the amount of \$707.36.

Consent

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

3.4

R. O. No. 11 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Mark Lueck for alleged damages to his vehicle when a garbage man threw a bag of garbage and it broke the rear window of his car.

*Invoice 36
pay 707.*

Susan Richards

City Clerk

DATE RECEIVED 4-21-14

RECEIVED BY LSSchrader

CLAIM NO. 4-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

APR 21 '14 AM 11:13

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

TO CITY OF SHEBOYGAN

1. Name of Claimant: MARK LUECK
2. Home address of Claimant: 1112 S. 10TH ST SHEBOYGAN WI 53081
3. Home phone number: (920) 254-8644
4. Business address and phone number of Claimant: SAME AS HOME

5. When did damage or injury occur? (date, time of day) 3-12-14 8:32 AM

6. Where did damage or injury occur? (give full description) AT 1112 S. 10TH ST. GARBAGE MAN THROW BAG OF TRASH AND IT BROKE THE REAR WINDOW OF CAR.

7. How did damage or injury occur? (give full description) SEE ACCIDENT REPORT # C14-04388.

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: TYSON T. PITSCHE

(b) Claimant's statement of the basis of such liability: ACCIDENT REPORT # C14-04388 HE ADMITTED TO THE POLICE HE DID IT

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").

BACK WINDOW OF CAR SMASHED

NO INJURIES

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

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

Auto: \$ 707.36
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____

TOTAL \$707.36

Damaged vehicle (if applicable)

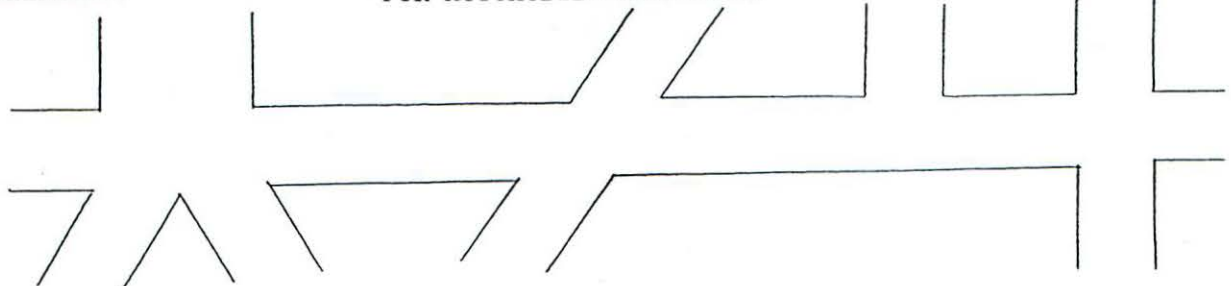
Make: FORD Model: ESCORT Year: 2003 Mileage: 170,000

Names and addresses of witnesses, doctors and hospitals:
THOMAS J. PERL DRIVER OF GARBAGE TRUCK

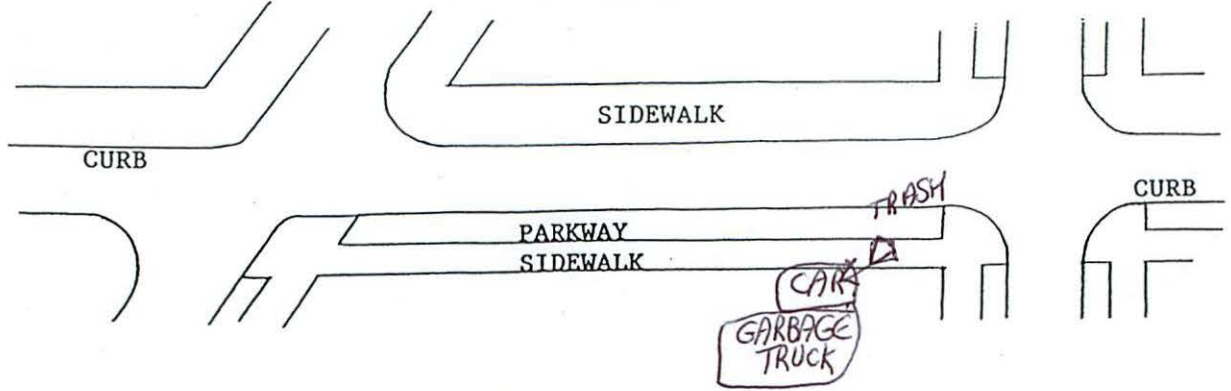
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Mark A. Weese Date: 7-21-04

DATE RECEIVED 4-21-14

RECEIVED BY L.S. Schaefer

CLAIM NO. 4-14

CLAIM

APR 21 '14 AM 11:13

Claimant's Name: MARK LUECK

Auto \$ 707.36

Claimant's Address: 1112 S. 10TH ST

Property \$ _____

SHEBOYGAN WI 53081

Personal Injury \$ _____

Claimant's Phone No. (920) 254-8644

Other (Specify below) \$ _____

TOTAL \$ 707.36

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 \$ 707.36.

SIGNED: Mark A. Lueck

DATE: 4-21-14

ADDRESS: 1112 S. 10TH ST
SHEBOYGAN WI 53081



729 S. 8th Street
 Sheboygan, WI 53081
 (920) 980-2552 • fax (920) 458-1393
 www.lakeshoreautoglass.com

HERE

Date 3-17-14
 Phone 754-8644
 Bus. _____

Name MARK LUECK
 Address _____

Insurance Agency _____

Company _____

Claim# _____ P.O.# _____

Policy# _____ C.C.# _____

ID No _____ Deductible _____

When _____ How _____

Year 03 Make ZX2 2nd coupe

Martin Automotive
 Lakeshore Auto Glass
 Sheboygan, WI 53081
 920-458-4631

TERMINAL ID.: 878813200081004

MASTERCARD
 *****5841 EXP: **/ ** SMIPED
 SALE
 BATCH: 000065 INU: 000001
 Mar 17, 14 09:25
 RRN: 00650001 AUTH: 09650B

TRN REF#: HPLL0WZ680317

APPROVED

DESCRIPTION _____

TOTAL \$707.36

MARK LUECK

CUSTOMER COPY

BIL 673.68
 DB 10272 GTY TAX 33.68

ANY WORK DONE ON CUSTOMER'S GLASS IS AT OWNER'S RISK OF BREAKAGE.

This price for the authorized repairs will not be exceeded if the motor vehicle is delivered to the shop within five days.

You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate, but will not exceed the estimate without your permission. Your signature will indicate your estimate selection.

1. I request an estimate in writing before you begin repairs. _____

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ 707.36

Mark - A Lueck

3. I do not want an estimate. _____

4. Didn't make face to face contact with customer. _____

Replaced parts will be returned to you if you request them when the repairs are ordered. (You may inspect those parts which must be returned to manufacturer.) Please check one:

- Please return replaced parts. I do not want replaced parts.

Motor vehicle repair trade practices are regulated by Wis. Adm. Code Chapter Ag 132, administered by the Trade Div., Wis. Dept. of Agriculture, 801 West Badger Road, Madison, WI 53713. This form is required by Wis. Motor Vehicle Code.

YES GARAGE NO

MARTIN AUTO. DBA LAKESHORE AUTO GLASS
729 S 8TH STREET
SHEBOYGAN, WI 53081

(920) 980 - 2552 (920) 458 - 4632 Fax: (920) 458 - 1393

INVOICE NUMBER	29497
DATE	3/17/2014
REFERENCE #	
TAX ID NUMBER	390875970

9:47AM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER	INSTALL DATE: 3/17/2014	In Shop
			INSTALLED BY: ANDY	
SALES REP: MIKE			TERMS:	
BILL TO: Cash Sale			SOLD TO: Attn: Mark Lueck	
			H: (920)254-8644	

Insurance Information

AGENT:	VERIFIED BY:	DISPATCH #:
	POLICY NUMBER:	
	CLAIM NUMBER:	
	CAUSE OF LOSS:	
	DATE OF LOSS:	DEDUCTIBLE:

Vehicle Information

MAKE: FORD	MODEL: ZX2	YEAR: 2003
BODY: 2 DOOR COUPE	VIN:	ODOMETER:
STOCK #: R.O. #:	UNIT #:	LICENSE #: ;

Qty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
1.00	DB10272GTYN Back Window (Solar) (Heated) (ZX2 Dot Pattern In P	3.90	\$91.00	\$0.00	\$937.80	\$562.68	\$653.68
1.00	HAH000004-20 Adhesive Adhesive (Urethane,Dam,Primer)	0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$20.00

PLEASE REMIT TO: MARTIN AUTOMOTIVE INC. 729 S. 8TH STREET, SHEBOYGAN, WI. 53081

Total Labor	\$91.00
Total Kit	\$20.00
Total Parts	\$562.68
Subtotal	\$673.68
Sales Tax @ 5.0000 %	\$33.68

Thank you! MIKE

Customer Signature:

Amount Due: \$707.36 Invoice Total \$707.36

By signing this invoice, the customer accepts described merchandise and agrees to terms of sale.



SHEBOYGAN POLICE DEPARTMENT

Incident C14-04388

Nature: DAMAGE PROPERTY
Location: N44

Address: 1112 S 10TH ST
SHEBOYGAN WI 53081

Offense Codes: 9330

Received By: REPPHUN,
LINDA

How Received: T

Agency: SPD

Responding Officers: WENDLANDT, D, PRIEBE, JAMES

Responsible Officer: PRIEBE, JAMES

Disposition: SIT 03/12/14

When Reported: 08:32:04 03/12/14

Occurred Between: 08:32:04 03/12/14 and 08:32:04 03/12/14

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported: 9330 DAMAGE/PRIVATE
PROPERTY

Observed: 9330 DAMAGE/PRIVATE
PROPERTY

Additional Offense: 9330 DAMAGE/PRIVATE
PROPERTY

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY

Responding Officers:

WENDLANDT, D
PRIEBE, JAMES

Unit :

212
259

Responsible Officer: PRIEBE, JAMES

Agency: SPD

Received By: REPPHUN, LINDA

Last Radio Log: 09:04:20 03/12/14 CMPLT

How Received: T TELEPHONE

Clearance: CLR CLEARED

When Reported: 08:32:04 03/12/14

Disposition: SIT **Date:** 03/12/14

Judicial Status:

Occurred between: 08:32:04 03/12/14

Misc Entry:

and: 08:32:04 03/12/14

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description
Narrative		

Sheboygan City Police Department
Investigation Narrative

On 3/12/14, at approx. 0832 hours, I, Off. J. Priebe, was dispatched to a report of damage to property in front of 1112 South 10th Street, Sheboygan, involving a City owned garbage truck.

Upon my arrival I made contact with two employees of the City of Sheboygan who work for the Disposal Department identified as Tyson T. Pitsch, [REDACTED]/88, [REDACTED], and his partner, Thomas J. Perl, [REDACTED]/69, [REDACTED]. Upon speaking with Tyson, who was working the back of the truck loading garbage from the side of the street in front of residences. As part of his job description, Tyson had picked up a garbage bag containing two empty plastic containers for cat litter, in which the strong wind caught the bag and the bag was blown onto the rear window of a legally parked vehicle directly next to the garbage truck where Tyson was loading garbage. The two empty cat litter plastic containers landed on the rear window of the parked vehicle bearing WI Plate WEC805, described as a 2003 Ford Escort, 2 door, blue in color, VIN: 3FAFP113X3R101822. This officer observed the rear window which was smashed with a fairly large hole in the rear window. This officer did examine the vehicle to the best of my ability and did not observe any damage to any of the body parts or metal portion, only the glass and the rear window was smashed.

Tyson's partner, Thomas, was the driver of the sanitation garbage truck bearing City of Sheboygan Municipal Plate [REDACTED], described as a 2006 Crane garbage truck, blue in color, VIN: [REDACTED] owned by the City of Sheboygan, 828 Center Avenue, Room 205, self-insured.

After speaking with Tyson and Thomas, it was clear that the strong winds, which have been present all day on 3/12/14, blew the light garbage bag with the plastic containers, striking the rear window just right to cause it to break. It was clear to this officer that this was an accident with no careless actions or deliberate actions to cause damage to property.

Photos of the smashed rear window were taken by Department of Public Works.

Tyson and Thomas were advised they could leave and go on to the rest of their sanitation route as I would make contact with the owner of the vehicle and explain to him what had occurred.

I did make contact at the residence the damaged vehicle was parked in front of, 1112 South 10th Street. At that location, I made contact with a subject identified as Mark A. Lueck, 1112 South 10th Street, 254-8644, 5/9/69. I explained to Mark what had occurred with the City of Sheboygan sanitation truck, advising that it was an accident in which Mark understood and had stated that it

is very windy today. Mark was not upset. He was very cooperative and understanding. I advised Mark, after speaking with on-duty supervisor, Sgt. Anderson, that Mark was to get the rear window fixed as he clearly needed to get it replaced immediately as there was a large hole in the window and that the damage would need to be repaired immediately for both safety and security reasons for Mark to be able to use his vehicle. Mark advised he has Progressive Insurance. I advised Mark, from this officer speaking with Sgt. Anderson, on-duty supervisor, that he was to get his window repaired, then go to the City of Sheboygan, City Hall, to the Finance Department, and give them the Case Number, along with the receipt for the repair of the window, in which the Finance Department would then take over the responsibility for refunding Mark for the damage to his window. Mark advised he understood this and had no further questions. End of report. OFF. J. PRIEBE/dll

cc: City Hall - Finance Department

VI

R. C. No. - 14 - 15. By FINANCE. May 19, 2014.

Your Committee to whom was referred R. O. No. 14-14-15 by the City Clerk submitting a communication from Jason Woller, General Manager at the GrandStay Residential Suites requesting that their penalty fees and interest they incurred during their changeover of management be waived; recommends that the document be placed on file.

Consent

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

3.13

R. O. No. 14 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a communication from Jason Woller, General Manager at the GrandStay Residential Suites requesting that their penalty fees and interest they incurred during their changeover of management be waived.

*Finance
Acc File*

Susan Richards

City Clerk



GRANDSTAY.
RESIDENTIAL SUITES
HOTEL

708 NIAGARA AVENUE
SHEBOYGAN, WISCONSIN 53081

877.388.STAY
GRANDSTAY.NET

P: 920.208.8000
F: 920.208.8001

April 25th, 2014

Dear Council Members,

My name is Jason Woller and I am the new General Manager at the GrandStay Residential Suites Downtown Sheboygan.

We received an email from Laurie Suhrke, Auditor/Analyst for the city of Sheboygan stating...

"On March 21, 2014 the City of Sheboygan received Sheboygan GSRS, LLC's Room tax report and payment for the 4th quarter of 2013. Unfortunately, this payment was due on or before January 31, 2014 and per Municipal Code, which I have attached to this email, there are penalties of 10 percent and interest of 1 percent per month due. The City will not be able to process your report and payment for the 4th quarter of 2013 until these fees are paid. The penalty and interest amount that is due to the City of Sheboygan for the month of March 2014 is \$2,640.96. If your payment will not be made before March 31, 2014 please contact me so that I can tell you what will be due to the City of Sheboygan."

Upon receiving this email we contacted the finance department in hopes to have the penalty fee and interest forgiven. We were informed by Nancy Buss that this could not be done at the finance department level due to the delinquent payment being in violation of a city ordinance:

Sec. 114-44. Interest on unpaid taxes.<image001.png>

All unpaid taxes under this article shall bear interest at the rate of one percent per month from the due date of the return until the first day of the month following the month in which the tax was paid.

(Code 1975, § 33.5-12)

Sec. 114-45. Delinquent tax returns.<image001.png>

Delinquent tax returns shall be subject to a \$10.00 late filing fee. The tax imposed by this article shall become delinquent if not paid on the last day of the month next succeeding the calendar quarter for which imposed

During the end of the month of December and throughout January, we went through a management change that resulted in me being brought in to assume General Manager duties. It is the General Manager's responsibility to report our tax information over to our accountant that is located in



Minneapolis in order to get such things paid in time. Transitions between General Managers at hotel properties bring about many challenges. There is getting to know the new staff, learning new policies, learning new computer systems and reporting, and even being off property at corporate headquarters for training. During this transition, in our error, we did not submit our tax report and payment for the 4th quarter of 2013. Upon notification of this oversight we promptly paid what was owed along with all penalty fees and interest. We have already reported and made our payment for the 1st quarter of 2014 correctly and on time.

I am writing to you in order to request that our penalty fees and the interest incurred be waived at this time. To my knowledge this type of mistake has not been a problem at any point in the past for our property. I am taking full responsibility for the error, and am hoping for some forgiveness due to the circumstances that took place with a difficult transition. We are vital part of Sheboygan's lodging industry and the downtown area largely due to our tax payments and our support of the city. Being part of a small chain and a relatively newer hotel, even a monetary amount as small as \$2,600 can adversely affect our ability to thrive and continue to offer the high quality of service that we need to offer to those who come to visit our wonderful city. Going forward, everyone is aware of the process for reporting, and it can be expected that an error like this will not occur in the future. We love being a part of this fantastic community, and hope that you can understand our error was unintentional, and would be willing to help us out by waiving the fees. I greatly appreciate your time in this matter, and I look forward to working with this community for years to come.

With Hospitality,

Jason Woller
General Manager
GrandStay Residential Suites Sheboygan
920-208-8000
sheboygan@grandstay.net

IV

R. C. No. _____ - 14 - 15. By FINANCE. May 19, 2014.

Your Committee to whom was referred R. O. No. 15-14-15 by the City Clerk submitting a communication from the City Clerk submitting a communication from Community Bank & Trust, 604 N. 8th St., stating that they have agreed to allow City Hall to modify the first parking stall (facing south) in the lot owned by Community Bank & Trust with entrance from Center Ave. to make this handicap accessible for those citizens who need access to City Hall with the cost of modifications covered by the City; recommends that the document be approved.

Consent

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

R. O. No. 15 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a communication from Community Bank & Trust, 604 N. 8th St., stating that they have agreed to allow City Hall to modify the first parking stall (facing south) in the lot owned by Community Bank & Trust with entrance from Center Ave. to make his handicap accessible for those citizens who need access to City Hall with the cost of modifications covered by the City.

*Finance
approve*

Susan Richards

City Clerk



November 21, 2013

City of Sheboygan
Planning Committee
828 Center Avenue
Sheboygan, WI 53081

Re: accessible parking space

Dear Sir or Madame,

This letter is a follow up to the meeting that took place this morning between Anthony L. Jovanovich, Chairman & CEO of Community Bank & Trust and Mr. Don Hammond regarding the subject of an accessible parking spot for City Hall.

Mr. Hammond provided a drawing by City Engineer Rayn J. Sazama, outlining the proposed space to Mr. Jovanovich. Mr. Jovanovich has agreed to allow City Hall to modify the first parking stall (facing South) in the lot owned by Community Bank & Trust with entrance from Center Avenue to make this handicap accessible for those citizens who need access to City Hall. The cost of the modifications would be covered by the City of Sheboygan, and would be no cost to Community Bank & Trust.

If there is anything more we can assist with, please do not hesitate to call me at 920.459.4444. Thank you.

Very Truly Yours,

A handwritten signature in black ink that reads 'Kathleen L. Kuznacic'.

Kathleen L. Kuznacic
Corporate Secretary

Finance

VIII

R. C. No. _____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. May 19, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 25-14-15 by the Purchasing Agent submitting bids for the replacement of the main roof surface at Fire Station #4; and
2. Res. No. 5-14-15 by Alderperson Carlson authorizing entering into contract for the replacement of the main flat roof on Fire Station Number 4, 2622 N. 15th St.;

recommends that the documents be accepted and placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.4

Res. No. 5 - 14 - 15. By Alderperson Carlson. May 5, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of the main flat roof on Fire Station Number 4, 2622 North 15th Street, Sheboygan.

WHEREAS: The building was constructed in 1990 and features the original flat roof surface. A specification was written to replace the current roof with a Thermo-plastic roof featuring a 15 year non pro-rated manufacturers' warranty;

WHEREAS: The Bids were let under bid #1819-14 and three bids were received. The low bid has been found to meet all of the specifications. A voluntary alternate was presented which increases the thickness of the membrane and extends the warranty to a 20 year non pro-rated warranty at a reasonable additional cost and;

WHEREAS: The three "towers" on the structure will be re-roofed at a later date as a separate project.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Precision Roofing Inc. of Sheboygan in the amount of \$24,250.00 for the replacement of the main flat roof surface of fire station #4 as detailed on the attached Report of Officers.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the _____ in payment of same.

*PP+S
pass*

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.18

R. O. No. 25 - 14 - 15. By PURCHASING AGENT. May 5, 2014.

Submitting a tabulation of bids for the replacement of the main roof surface at Fire Station #4

	Walsdorf Roofing, Kiel	Kaltenbrun Brothers, Sheboygan	Precision Roofing Sheboygan
Base Bid	\$ 47,900.00	\$41,330.00	\$ 21,225.00
Cost for un-planned repair, if required	\$ 9.00/Sq. ft.	\$3.00/Sq. ft.	\$ 2.00/Sq. Ft.
Complete by	August 31, 2014	August 31, 2014	August 31, 2014
Bid Bond Present	Yes	Yes	Yes
Attended Pre-Bid	Yes	Yes	Yes
Base Bid warranty	15 Years Non pro-rated Thermo plastic	15 years Pro-Rated Thermoplastic	15 Years Non Pro-rated thermoplastic
Alternate A EPDM Rubber instead of Thermo-plastic	No Bid	60 Mil EPDM Rubber in lieu of Thermo Plastic	No Bid
Alternate A warranty	Not applicable	20 Year Pro-rated	Not applicable
Alternate A Cost	Not applicable	ADD \$ 6,615.00 to base	Not applicable
Alternate B Increase gauge of Thermo plastic	No Bid	60 Mil Thermoplastic	50 Mil Thermoplastic
Alternate B Warranty	Not applicable	20 Years Pro-rated	20 Years non-Pro-rated
Alternate B Cost	Not applicable	ADD \$ 2,156.00 to base	Add \$3,025.00 to Base

The recommendation is to contract with Precision Roofing Inc. for the base bid of \$21,225.00 and accept Alternate "B" increasing the thickness of the membrane, extending the warranty to a period of 20 Years at an additional cost of \$ 3,025.00 bringing the total cost of the contract to \$ 24,250.00.

PP+S
As of file

Respectfully submitted,

Bernard R. Rammer

VIII

R. C. No. _____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. May 19, 2014.

Your Committee to whom was referred Res. No. 6-14-15 by Alderperson Carlson authorizing application for the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award, Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 6 - 14 - 15. By Alderperson Carlson. May 5, 2014.

A RESOLUTION authorizing application for the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award, Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.


WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$16,467 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of \$16,467, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to obtain funding for the purchase of computer hardware and software to be used for the acquisition, forensic examination and analysis of computer based evidence, and automatic external defibrillators and for the County to enter into a memorandum of understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement;

*PP+S
approves*

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2014 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for \$16,467 of the funds to be disbursed to the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.



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

R. O. No. - 14 - 15 . By Redevelopment Authority. May 19, 2014.

Your Board to whom was referred R.O. No. 587-04-05 by City Plan Commission a communication from Thomas Laiken of Millennium Properties, INC., 1301 Erie Ave, regarding the possible purchase of land south of their plant; wishes to report this matter was discussed at the regular meeting of the Redevelopment Authority Board on May 7, 2014, and after due consideration, recommends the RO be filed.

II

R. O. No. _____ - 14 - 15. By REDEVELOPMENT AUTHORITY. May 19, 2014.

Your Board to whom was referred R.O. No. 301-12-13 by City Clerk a communication submitting a Notice of Circumstances giving rise to claim for damages pursuant to Sec. 893.80, Wis. Stats. To the Redevelopment Authority and the City of Sheboygan; wishes to report this matter was discussed at the regular meeting of the Redevelopment Authority Board on May 7, 2014, and after due consideration, recommends the RO be filed.

Consent

Director of Planning & Development

II

4.4

R. O. No. 301-12-13. By CITY CLERK. March 18, 2013.

Submitting a Notice of Circumstances giving rise to claim for damages pursuant to Sec. 893.80, Wis. Stats. to the Redevelopment Authority and the City of Sheboygan.

Finance
or
RDA.

Susan Richards
City Clerk

MAR 11 1983

Claim # 3412

**NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM
FOR DAMAGES PURSUANT TO § 893.80, WIS. STATS.**

To: The Redevelopment Authority of the City of Sheboygan
Attn: Chairperson Roberta Filicky-Peneski
828 Center Avenue, Suite 203, City Hall
Sheboygan, Wisconsin 53081

And

City of Sheboygan
Attn: Mayor Terry Van Akkeren
828 Center Avenue, Suite 301, City Hall
Sheboygan, Wisconsin 53081

Process Server *[Signature]*
Dt: 3/11/83 11:18 AM
Sc: *[Signature]*
Ad: 828 Center Ave Sheboygan
Personal Substitute Corporate

PLEASE TAKE NOTICE that The Bon-Ton Department Stores, Inc (hereinafter "Bon-Ton"), by its attorneys, claims the circumstances giving rise to a claim are as follows:

On or about October 18, 1983, The Redevelopment Authority of the City of Sheboygan (hereinafter "Municipality") entered into a Parking Agreement (hereinafter "Agreement") with H.C. Prange Company. The provisions of the Agreement are binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns. Bon-Ton is a successor and assign of H.C. Prange Company.

The Agreement imposed certain obligations on the Municipality in the operation, maintenance and repair of certain parking lots (hereinafter "Parking Lots") referenced in the Agreement. These obligations have at all relevant times included, but not limited to, the following:

Municipality covenants and agrees that, at all times during the term of this agreement, it shall operate and maintain the "Parking Lots" as follows:

- (1) in accordance with the terms and provisions of this agreement and in a clean, safe and sightly manner, properly drained and reasonably free from snow and ice, consistent with the standards of other first-class shopping center parking lots in the State of Wisconsin;

- (4) provide that the "Parking Lots" (including, without limitation, all other equipment in the "Parking Lots") shall be kept and maintained in good and safe condition, repair and appearance.
- (5) with reasonable promptness cause to be made all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the "Parking Lots" or any part thereof, in order to keep and maintain the "Parking Lots" in good, safe, slightly and sanitary condition and appearance

Bon-Ton has notified the Municipality that the Parking Lots have been improperly draining, resulting in water and moisture reaching a structure occupied by Bon-Ton. The occurrence of such improper drainage caused damages to components of the structure occupied by Bon-Ton. Such damage will require significant repairs. In addition, the water and moisture that has reached the structure occupied by Bon-Ton has also caused damage to its contents. Bon-Ton notified the Municipality that the Municipality had failed to fulfill its maintenance and repair obligations pursuant to the Agreement. Bon-Ton also notified the Municipality that it was responsible for the aforesaid damages pursuant to the Agreement. Bon-Ton and the Municipality subsequently engaged in discussions and investigation regarding the aforesaid improper drainage and damage.

By a letter dated January 4, 2013, the Municipality informed Bon-Ton that it would not undertake or pay its proportionate share of the necessary repairs associated with the aforesaid improper drainage and related damage. Consequently, the Municipality has committed a breach and default of the provisions of the Agreement.

As relief, Claimant seeks payment of damages resulting from the aforesaid breach and default by the Municipality of its obligations pursuant to the Agreement. Those damages will be detailed separately in a claim document containing an itemized statement of the relief sought. This Notice should be construed as a notice of injury only and not as a notice of claim.

Dated this 8th day of March, 2013.

MURPHY DESMOND S.C.

Attorneys for Claimant The Bon-Ton
Department Stores, Inc.

By: 

Lawrence E. Bechler

State Bar No. 1016711

Mario D. Mendoza

State Bar Number: 1023879

33 East Main Street, Suite 500

P.O. Box 2038

Madison, WI 53701-2038

(608) 257-7181

cc: City Attorney Stephen G. McLean
City Clerk Sue Richards

4824-1823-4131, v. 1

III

R. O. No. _____ - 14 - 15. By REDEVELOPMENT AUTHORITY. May 19, 2014.

Your Commission to whom was referred R.O. No. 351-13-14 by the City Clerks a communication from Donna and Don Cvetan, Chairpersons of Miesfeld's Lakeshore Weekend requesting permission for the years 2014 and 2015 to host this event at South Pier on the last weekend in July and making various requests of the city; wishes to report this matter was discussed at the regular meeting of the Redevelopment Authority on May 7, 2014, and after due consideration, recommends approval of 2014 only with proof of insurance and hold harmless agreement.

Consent

Director of Planning & Development

II

3.1

R. O. No. 351- 13 - 14. By CITY CLERK. April 14, 2014.

Submitting a communication from Donna and Don Cvetan, Chairpersons of Miesfeld's Lakeshore Weekend requesting permission for the years 2014 and 2015 to host this event at South Pier on the last weekend in July - 25th, 26th and 27th, 2014 and making various requests of the City.

RDA

Lisa Richards

City Clerk



Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

March 28, 2014
City of Sheboygan
Redevelopment Committee

Dear City of Sheboygan Redevelopment Committee:

In Sheboygan County, Children's Hospital of Wisconsin, Milwaukee, services over 4700 Sheboygan County Children annually. Lakeshore weekend, our local non-profit organization supporting Children's Hospital has raised over \$458,500 since its inception in 2009. This event has become one of the largest Children's Hospital fundraisers in Wisconsin due to the cooperation of our local community.

The purpose of this letter is to again make a request to the City of Sheboygan Redevelopment Committee, permission to host the event, Lakeshore Weekend (a.k.a. Miesfeld's Lakeshore Weekend) the last weekend in July, the 25th, 26th and 27th, 2014, at South Pier, in the Harbor Centre District. Miesfeld's Lakeshore Weekend 2011, was our first year at this site, and we, as well as the surrounding businesses, found great success with this venue. We believe this site will continue to be highly beneficial to both our organization as well as all the business in this district. We are proud and honored that this event has promoted and increased business/tourism/support to our local economy in addition to raising monies for Children's Hospital of WI. If possible, we again would like to make a request to extend this request for permission for a two year period, thus 2014 - 2015.

Lakeshore Weekend is a fun filled, family oriented, activity-filled, 3 day event that in addition to the Main Entertainment/Food Tent that boasts Miesfeld's foods products and great local and regional entertainment, there is Plenco Play land (an awesome tent and stage area devoted entirely to kids games/activities); beverage concessions, including a Wine Garden/Silent Auction tent (last year Superior Chemical sponsored this area and Restoration Gardens staged it); great raffles; the "Shoot for the Stars" memorial ride honoring Brian Cvetan (this entire event was conceived due to his commitment to the kids at Children's Hospital...he used to read to them in his leisure time) held on Saturday; and of course, the famed Dragon Boat Races which is kicked off with a Polka Breakfast, always the Sunday of our 3-day event.

Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

The Sheboygan River at South Pier has proven to be a perfect venue for the Dragon Boat Races, as evidenced by the crowds of spectators that were 4-5 persons deep along the entire boardwalk. The Dragon Boat Races are highly visible, unique and a fun event that promotes teamwork/team-building within our local businesses. There were 16 local business that participated in the Dragon Boat Races in 2013. This site offers viewing of the races from both sides of the river, allowing for increased promotion of our event and our local businesses in that area!

We have multiple committees of area businessperson established to effectively work on every component of this outstanding event. We recognize the need to communicate through the proper channels to not only receive permission for this event, but to effectively promote it. We work closely with Children's Hospital to ensure compliance with both our standard and theirs. Children's Hospital does provide certificates of insurance for the overall event. We also secure additional insurance through a local agent for the overall event and also the American Dragon Boat Association for the Dragon Boat races.

We are excited and proud to be associated with this event and look forward to your support.

Should you have any additional questions regarding this event, please feel free to call me at your earliest convenience at 920-946-9410.

Thank you in advance for your positive consideration to this worthwhile event.

Sincerely,



Don and Donna Cvetan

Board Members/Chairperson

Lakeshore Weekend



Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

March 29, 2014

City of Sheboygan

Police Department

Dear City of Sheboygan Police Department:

In Sheboygan County, Children's Hospital of Wisconsin, Milwaukee, services over 4700 Sheboygan County Children annually. Lakeshore weekend, our local non-profit organization supporting Children's Hospital has raised over \$458,500 since its inception in 2009. This event has become one of the largest Children's Hospital fundraisers in Wisconsin due to the cooperation of our local community.

The purpose of this letter is to again request to the City of Sheboygan Police department, permission for closure of South Pier Drive just east of the old Triple play building. We request this closure from July 24th, 25th, 26th and 27th, 2014. Miesfeld's Lakeshore Weekend 2011, was our first year at this site, and we, as well as the surrounding businesses, found great success with this venue. We believe this site will continue to be highly beneficial to both our organization as well as all the business in this district. We are proud and honored that this event has promoted and increased business/tourism/support to our local economy in addition to raising monies for Children's Hospital of WI.

Lakeshore Weekend is a fun filled, family oriented, activity-filled, 3 day event that in addition to the Main Entertainment/Food Tent that boasts Miesfeld's foods products and great local and regional entertainment, there is Plenco Play land (an awesome tent and stage area devoted entirely to kids games/activities); beverage concessions, including a Wine Garden/Silent Auction tent (last year Superior Chemical sponsored this area and Restoration Gardens staged it); great raffles; the "Shoot for the Stars" memorial ride honoring Brian Cvetan (this entire event was conceived due to his commitment to the kids at Children's Hospital...he used to read to them in his leisure time) held on Saturday; and of course, the famed Dragon Boat Races which is kicked off with a Polka Breakfast, always the Sunday of our 3-day event.

We have multiple committees of area businessperson established to effectively work on every component of this outstanding event. We recognize the need to communicate through the proper channels to not only receive permission for this event, but to effectively promote it. We work closely with Children's Hospital to ensure compliance with both our standard and theirs. Children's Hospital does provide certificates of insurance for the overall event. We also secure additional insurance through a local agent for the overall event and also the American Dragon Boat Association for the Dragon Boat races.

Miessfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

We are excited and proud to be associated with this event and look forward to your support.

Should you have any additional questions regarding this event, please feel free to call me at your earliest convenience at 920-946-9410.

Thank you in advance for your positive consideration to this worthwhile event.

Sincerely,



Don and Donna Cvetan

Board Members/Chairperson

Lakeshore Weekend



Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

March 26, 2014

**City of Sheboygan
Board of Marina, Parks, and Forestry**

Dear City of Sheboygan Board of Marina, Parks, and Forestry:

In Sheboygan County, Children's Hospital of Wisconsin, Milwaukee, services over 4700 Sheboygan County Children annually. Lakeshore Weekend, our local non-profit organization supporting Children's Hospital has raised over \$458,500 since its' inception in 2009. This event has become one of the largest Children's Hospital fundraisers in Wisconsin due to the cooperation of our local community.

The purpose of this letter is to again make a request to the City of Sheboygan, Board of Marina, Parks, and Forestry, permission to utilize the adjacent waterway, the Sheboygan River and associated docks, to South Pier in the Harbor Centre District for our annual event that boasts the Dragon Boat Races. This event, Lakeshore Weekend (a.k.a. Miesfeld's Lakeshore Weekend) will be held the last weekend of July, the 25th, 26th, and 27th, 2014, at South Pier, in the Harbor Centre District. We also work closely with the Redevelopment Committee.

The Dragon Boat Races, held on the third day of our 3-day event, are a great team-oriented, camaraderie-building human-powered boat race sponsored by area businesses/individuals. Dragon Boats accommodate a total of 21 persons (18 paddlers, a flagcatcher, a drummer, and a sternsman) that race a 300 yard course based on speed. The Dragon Boat races are kicked off by a Polka Pancake Breakfast.

Lakeshore Weekend is a fun-filled, family-oriented, activity-filled, 3-day event that in addition to Miesfeld's food products, features beverage concessions, including a Wine Garden/Silent Auction tent; live local and regional adult and kids entertainment including "Plenco Playland", great raffles, a "Shoot for the Stars" memorial motorcycle ride honoring Brian Cvetan (this entire event was conceived due to his commitment to the kids at Children's Hospital...he used to read to them in his leisure time) held on Saturday, and of course, the famed Dragon Boat Races which is kicked off with a Polka Pancake Breakfast, always held the Sunday of our 3-day event. The Sheboygan River at South Pier is a PERFECT venue for the Dragon Boat Races, as the Dragon Boats are highly visible, unique, and a fun event that promotes teamwork/teambuilding within our local businesses. This site will offer viewing of the races from both sides of the river, allowing for increased promotion of our event and our local businesses in that area!

Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

We have multiple committees of area businesspersons established to effectively work on every component of this outstanding event. We recognize the need to communicate through the proper channels to not only receive permission for this event, but to effectively promote it. We work closely with Children's Hospital to ensure compliance with both our standards and theirs. Children's Hospital does provide certificates of insurance for the overall event. In addition to their insurance, we also carry our own full policy. We also secure additional insurance through the American Dragon Boat Association for the Dragon Boat races.

We are excited and proud to be associated with this event and look forward to your support.

Should you have any additional questions regarding this event, please call me at 920-946-9410.

Thank you in advance for your consideration to this worthwhile event.

Sincerely,



**Don and Donna Cvetan
Chairpersons
Lakeshore Weekend**

Put on Sue's desk

TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE APPLICATION

LICENSE NO. 2638

See additional information on next sheet. Contact the Municipal Clerk if you have questions.

FEE \$ 10.00 SHEBOYGAN Wis., / /

To the governing body of the Town of Village of X City of SHEBOYGAN County of SHEBOYGAN

The named organization applies for: (check appropriate box(es).) X A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats. X A Temporary "Class B" license to sell wine containing not more than 6% alcohol by volume at picnics or similar gatherings under s. 125.51(10), Wis. Stats. at the premises described below during a special event beginning 07/25/2014 and ending 07/27/2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine coolers if the license is granted.

- 1. ORGANIZATION (Bona fide club, church, lodge or society, veteran's organization or fair association): (a) Name MIESFELDS LAKESHORE WEEKEND (b) Address 2741 N 40TH ST, SHEBOYGAN, WI 53083-0000 (c) Date organized / / (d) If corporation, give date of incorporation (e) Names and addresses of all officers: President DONNA CVETAN, 2741 N 40TH ST, SHEBOYGAN, WI 53083-0000 Vice President DON CVETAN, 2741 N 40TH ST, SHEBOYGAN, WI 53083-0000 Secretary SUSAN LESSARD, 5016 MOENNING RD, SHEBOYGAN, WI 53081-0000 Treasurer SCOTT LUEDKE, 2110 LAKESHORE DR, SHEBOYGAN, WI 53081-0000 (f) Name and address of manager or person in charge of affair: DONNA CVETAN, , SHEBOYGAN, WI 53081-0000

- 2. LOCATION OF PREMISES WHERE BEER AND/OR WINE COOLER BEVERAGES WILL BE SOLD: (a) Street number SOUTH PIER DISTRICT WEST & EAST OF TRIPLE PLAY BUILDING PUT ON S.LESSARD'S DESK (b) Lot Block (c) Do premises occupy all or part of building? PART (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: S.PIER GRASSY AREA WEST & EAST OF OLD TRIPLE PLAY

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Receipt Number 140385 MIESFELDS LAKESHORE WEEKEND Name of organization Approved by City Clerk Officer Signature Susan Lessard Officer Signature Don Cvetan Date Filed Date Reported to Council

CLASSIFICATION: CONFIDENTIAL, EXCEPT WHERE SHOWN OTHERWISE

DATE OF CLASSIFICATION: 10/15/80

CLASSIFICATION AUTHORITY: 1.4(a)

EXEMPTION CODE: 25X(1)

EXEMPTION AUTHORITY: 1.4(c)

DATE OF REVIEW: 10/15/80

REVIEW AUTHORITY: 1.4(c)

REVIEW PERIOD: 10/15/80

REVIEW RESULTS: CONFIDENTIAL

REVIEW COMMENTS: [Faint text]

REVIEW SIGNATURE: [Faint signature]

REVIEW DATE: 10/15/80

REVIEW BY: [Faint name]

REVIEW FOR: [Faint text]

REVIEW OF: [Faint text]

REVIEW OF: [Faint text]

REVIEW OF: [Faint text]

REVIEW OF: [Faint text]

REVIEW OF: [Faint text]

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REVIEW OF: [Faint text]

REVIEW OF: [Faint text]

REVIEW OF: [Faint text]

[Handwritten signature]

Put on Sue's Desk

Date 3-31-14 License Number 2638
 Receipt Number 140384 Expiration Date 1/1
 Individual Partnership Corporation Limited Liability Company
 Trade Name _____

CARNIVAL LICENSE APPLICATION

Name of Individual/Partner/Corporation/LLC Musfeld's Yakonhoe Weekend
 Business Address 2741 N. 40th St. Shaboyan, WI 53083
 Phone Number (920) 946-2410
 Carnival Company Vona
 Premises Description South Pew District
 Agent/Manager Donna Custer / Susan Gossard
 Insurance Company _____ Insurance Exp. _____

I hereby state that I am familiar with the laws, ordinances and regulations applicable to the license being applied for and hereby agree, if granted such license, to comply with all said provisions.

Signature Susan G Gossard

City Attorney _____ Dated _____

Handwritten text, possibly a signature or name, appearing in two lines. The text is highly stylized and difficult to decipher.

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HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The undersigned sponsor of an organized special event acknowledges that the City of Sheboygan has adopted a Resolution granting such sponsor permission to hold a special event utilizing the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan. It is understood that such permission is conditioned upon the sponsor agreeing to indemnify and hold the City harmless from any and all claims, suits, or actions for damage or injury associated with the organized special event.

It is understood and agreed that the undersigned sponsor of an organized special event shall save the City of Sheboygan harmless and indemnify the City for any loss, cost, or damage that may arise out of or in connection with the organized special event to be held on the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan on the day of July 25th, 26th & 27th, 2014. Further, the undersigned sponsor hereby releases the City, its agents, and employees from any liability whatsoever associated with the organized special event and agrees that the City shall not be liable for any loss, damage, or injury to the person or property of anyone arising out of or resulting from the sponsor's use of the City streets and or sidewalks for its organized special event. Further, the undersigned also agrees to pay all reasonable expenses and attorney's fees incurred by the City if the undersigned shall default under the provisions of this agreement.

IN WITNESS WHEREOF, on behalf of

(Group Name) Muepfeld's Lakeshore Weekend Of

(City) Sheboygan, have signed this agreement on

the day of March 29, 2014

SIGNATURE (S)

BY: Dusan J. [Signature] BY: [Signature]

*If a corporation, signed by president and an officer of the corporation.

Return mail:

City Clerks Office
828 Center Ave #100
Sheboygan, Wi, 53081

S:/drive/Clerks/Linda/Events

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Handwritten text, possibly a signature or name, appearing as a dark, irregular scribble.

II

R. O. No. - 14 - 15. By REDEVELOPMENT AUTHORITY. May 19, 2014.

Your Board to whom was referred Res. No. 118-08-09 by Alderperson Ryan to authorize the appropriate City officials to execute an Acknowledgement and Consent to a Cross-Easement Agreement; wishes to report this matter was discussed at the regular meeting of the Redevelopment Authority Board on May 7, 2014, and after due consideration, recommends the Res. be filed.

Consent

Director of Planning & Development

III

12-45

Res. No. 118 - 08 - 09. By Alderperson Ryan. September 15, 2008.

A RESOLUTION authorizing the appropriate City officials to execute an Acknowledgement and Consent to a Cross-Easement Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Acknowledgement and Consent to the Cross-Easement Agreement, in form substantially similar to the attached, relating to a skywalk connection between two AW Real Estate LLC buildings on lands owned by the City and ground leased to AW Real Estate LLC as separate parcels.

*Red. Auth.
&
City Plan*

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT (this "Agreement") is made and entered into this ___ day of September, 2008, by AW REAL ESTATE, LLC, a Wisconsin limited liability company, its successors and assigns ("AW Real Estate"), to and for the benefit of the current and future tenants and owners of the land, buildings and improvements subject to this Agreement.

RECITALS

WHEREAS, the City of Sheboygan, Wisconsin (the "City") and AW Real Estate are parties to a certain Lease Agreement dated as of November 1, 1998, pursuant to which the City has leased to AW Real Estate a parcel of land located at 837 Riverfront Drive, City of Sheboygan, Sheboygan County, Wisconsin, as more particularly described on Exhibit A attached hereto ("Parcel 1"); and

WHEREAS, AW Real Estate owns the building ("Building 1") and other improvements situated on Parcel 1; and

WHEREAS, the City and AW Real Estate are parties to a certain Lease Agreement dated as of November 1, 1998, pursuant to which the City has leased to AW Real Estate a parcel of land located at 841 Riverfront Drive, City of Sheboygan, Sheboygan County, Wisconsin, as more particularly described on Exhibit B attached hereto ("Parcel 2"); and

WHEREAS, AW Real Estate owns the building ("Building 2") and other improvements situated on Parcel 2; and

WHEREAS, AW Real Estate intends to construct a skywalk/tunnel (the "Skywalk") between and connecting the second and third floors of Building 1 with the second and third floors of Building 2, as depicted on the design plans attached hereto as Exhibit C; and

WHEREAS, the parties hereto desire to provide reciprocal easements for pedestrian passage and traffic in, over, upon, across and through the Skywalk, and to establish management and maintenance responsibilities between the parties hereto as are hereinafter provided; and

WHEREAS, the City has agreed to consent to the cross-access easements established pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I
Definitions

1.01. **Owner**. The term "**Owner**" shall mean and include the parties hereto, their respective heirs, personal representatives, successors and assigns (including mortgagees) and any Person who shall be from time to time an owner of Building 1 or Building 2.

1.02. **Permittees**. The term "**Permittees**" shall mean and refer to all Owners and all of the tenants set forth on **Exhibit D** attached hereto that are leasing space on the second (2nd) or third (3rd) floor of Building 1 or Building 2, and each of such parties' customers, employees, tenants, subtenants, licensees, and other business invitees. Any existing tenants of Building 1 or Building 2 that not listed on **Exhibit D** attached hereto shall not have any of the rights of other Permittees hereunder including, without limitation, any easement or right to use the Skywalk.

1.03. **Properties**. The term "**Properties**" shall mean, collectively, Parcel 1, Parcel 2, Building 1, Building 2, and any other improvements located on Parcel 1 or Parcel 2.

ARTICLE II
Easements

2.01. **Grant of Easements**. Each Owner hereby grants to all Permittees a non-exclusive easement for the purpose of pedestrian traffic over, upon, across and through the Skywalk.

ARTICLE III
Nature of Easements and Rights Granted

3.01. **Easements Appurtenant**. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

3.02. **Nature and Effect of Easements**. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

- (a) Are made for the direct, mutual and reciprocal benefit of the Permittees and are irrevocable unless all Owners at that time agree to a termination hereof in writing;
- (b) Constitute covenants running with the land; and
- (c) Shall bind every person or entity having any fee, leasehold or other interest in any portion of Building 1 or Building 2 at any time or from time to

time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.03. Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner hereto or their respective heirs, representatives, successors or assigns of all or any part of their interest in their Site shall be deemed to:

(a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of the Property to use or occupy the Property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

(b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying Owner under this Agreement with respect to any portion of the Property which will be conveyed to each grantee, in each case by a written instrument executed, acknowledged and recorded in the Office of the Register of Deeds of Sheboygan County, Wisconsin.

Notice of each such conveyance and agreement shall be served by the conveying Owner upon each Owner or entity then owning fee title to any part of the Entire Parcel within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement and address of the grantee. Upon such assumption by the new grantee and the service of proper notice, the conveying Owner shall thereupon be released from any future obligation under this Agreement with respect to the Property (or portion thereof) so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. The parties hereto agree to execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Property in connection with a mortgage foreclosure action.

ARTICLE IV **Maintenance**

4.01. Maintenance. So long as AW Real Estate is an Owner it shall, as necessary, maintain, repair and replace the Skywalk. In the event AW Real Estate is not an Owner then the Owner of Building 1 shall maintain the Skywalk.

4.02. Failure to Properly Maintain. In the event that any Owner responsible for maintaining the Skywalk shall fail to properly maintain Skywalk (such Owner being herein referred to as the "Defaulting Owner"), any other Owner (hereinafter referred to as the "Nondefaulting Owner") may send written notice of such failure to the Defaulting Owner and shall be entitled to the remedies provided in Article V hereof.

4.03. Cost of Maintenance of Easement Areas. The cost of maintenance, repair and replacement of the Skywalk shall be borne equally by the Owners. It is agreed that the Owner responsible for maintenance, replacements and repairs pursuant to Section 4.01 above may contract with third parties to provide maintenance, repairs or replacements.

ARTICLE V
Enforcement - Injunctive Relief

5.01. Remedies. In the event of any violation by any Owner hereto or by any Permittee of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have only the right to equitable relief in the form of either an order to enjoin such violation or threatened violation or an order for specific performance issued, in either case, by a court of competent jurisdiction, and the prevailing Owner shall be entitled to reimbursement for the costs and expenses, including reasonable attorneys fees, incurred by the prevailing Owner in any such action. Prior to the commencement of any such action, ten (10) days' written notice of the violation will be given to all other parties to this Agreement and to the persons or entity guilty of such violation or threatened violation.

5.02. Notice. An Owner will not be in default under this Agreement unless such Owner shall have been served with a written notice specifying the default and shall fail to cure such default within ten (10) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said ten (10) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. Breach Does Not Affect Agreement. It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

ARTICLE VI
Mutual Indemnification

6.01. Indemnification. Each Owner, with respect to its portion of the Properties, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other Owner harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Owner to maintain its portion of the Properties in a safe and proper condition. Each Owner shall give each other Owner prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

ARTICLE VII
Duration and Termination

7.01. Duration. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration. Notwithstanding the foregoing, it is understood that

pursuant to Wisconsin Statutes Section 893.33, a notice of this Cross Easement Agreement must be recorded within thirty (30) years after the date of the recording of this Cross Easement Agreement. It is agreed that, as to any restriction, easement, condition or covenant which is, by the terms of this Agreement, to be extended beyond the applicable period as provided in said statute, any Owner or any successor or assign of an Owner may file for record the proper instrument for the purpose of extending the same beyond the statutory period so that the same shall terminate only as provided in this Agreement. In the event any Owner or successor or assign shall fail or refuse to join in the execution of any such instrument, then each and every other Owner and their successors and assigns are hereby appointed as attorney-in-fact for such Owner failing or refusing to join in such a request to execute and file such an instrument, which power shall be deemed coupled with an interest.

7.02. Amendment. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the Office of the Register of Deeds of Sheboygan County, Wisconsin, which document must be executed by all of the Owners and mortgagees, and other holders of recorded interests of the Entire Parcel affected thereby, as of the date of such document.

ARTICLE VIII **Not a Public Dedication**

8.01. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Properties to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

ARTICLE IX **Recording**

9.01. A fully executed counterpart of this Agreement shall be recorded in the Office of the Register of Deeds of Sheboygan County, Wisconsin.

ARTICLE X **Benefit**

10.01. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

ARTICLE XI **Waiver**

11.01. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or

a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

ARTICLE XII
Severability

12.01. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XIII
Applicable Law

13.01. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

ARTICLE XIV
Counterparts

14.01. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XV
Notice

15.01. All notices under this Agreement shall be effective if mailed certified mail, return receipt requested, as follows (unless notice of a change of address is given pursuant hereto):

If to AW Real Estate:

AW Real Estate, LLC
Attn: Carl A. Amundsen
837 Riverfront Drive, Suite 300
Sheboygan, WI 53081

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AW REAL ESTATE, LLC

By: _____
Carl A. Amundsen, Manager

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this ____ day of _____, 2008, the above named Carl A. Amundsen, the Manager of AW Real Estate, LLC, personally to me known who executed the foregoing instrument and acknowledged the same individually for the purposes therein set forth.

[NOTARY SEAL]

Notary Public, State of Wisconsin
My commission _____.

ACKNOWLEDGEMENT AND CONSENT BY THE CITY:

City of Sheboygan, Wisconsin, hereby agrees to and consents to the forgoing Cross-Easement Agreement.

CITY OF SHEBOYGAN, WISCONSIN, a
municipal corporation

By: _____
Its: _____

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this ____ day of _____, 2008, the above named _____, the _____ of the City of Sheboygan, Wisconsin, personally to me known who executed the foregoing instrument and acknowledged the same individually for the purposes therein set forth.

[NOTARY SEAL]

Notary Public, State of Wisconsin
My commission _____.

This document drafted by and should be returned to:
Kristopher L. Gotzmer, Esq.
Rice & Gotzmer, s.c.
605 North Eighth Street, Suite 350
Sheboygan, Wisconsin 53081

EXHIBIT A

Part of Lots 2 and 3, Block 234, and vacated Maryland Avenue adjacent to said lots, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the northwest corner of Lot 6, Block 234, thence N 45° 08' 05" E along the southerly line of Riverfront Drive, 28.22', thence S 89° 43' 51" E along said southerly line, 159.03' to the intersection of the west line of said Lot 3 extended and the southerly line of said Riverfront Drive, said point being the point of beginning, thence South along the west line of said Lot 3 extended, 130.55', thence N 77° 09' 40" E, 106.23', thence North 68.75', thence N 34° 47' 36" W, 29.79', thence North, 57.48', thence Southwesterly, 25.15' along an arc of a curve to the right with a radius of 71.5', a chord bearing of S 86° 32' 58" W, and a chord length of 25.02', thence S 06° 46' 34" W, 3.50', thence Northwesterly, 23.15' along an arc of a curve to the right with a radius of 75.00', a chord bearing of N 74° 33' 46" W, and a chord length of 23.05', thence N 65° 41' 54" W, 17.02' to the southerly line of Riverfront Drive, thence S 24° 17' 56" W along said southerly line, 57.00' to the point of beginning, being a tract of land containing 0.349 acres.

EXHIBIT B

Part of Lots 11 and 12, Block 211, part of Lots 1 and 2, Block 234, and vacated Maryland Avenue and vacated South 7^h Street adjacent to said lots, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the northwest corner of Lot 6, Block 234, thence N 45° 08' 05" E along the southerly line of Riverfront Drive, 28.22', thence S 89° 43' 51" E along said southerly line, 159.03' to the intersection of the west line of said Lot 3 extended and the southerly line of said Riverfront Drive, thence South along the west line of said Lot 3 extended, 130.55', thence N 77° 09' 40" E, 106.23', thence North, 56.03' to the point of beginning, thence S 88° 59' 59" E, 58.43', thence N 37° 20' 16" E, 121.16', thence N 08° 36' 27" W, 24.30', thence N 73° 52' 10" W, 27.90', thence S 87° 42' 25" W, 76.10', thence Southwesterly, 52.77' along an arc of a curve to the right with a radius of 71.50', a chord bearing of S 55° 19' 54" W, and a chord length of 51.58', thence South, 57.48', thence S 34° 47' 36" E, 29.79', thence South 12.76' to the point of beginning, being a tract of land containing 0.318 acres.

EXHIBIT C

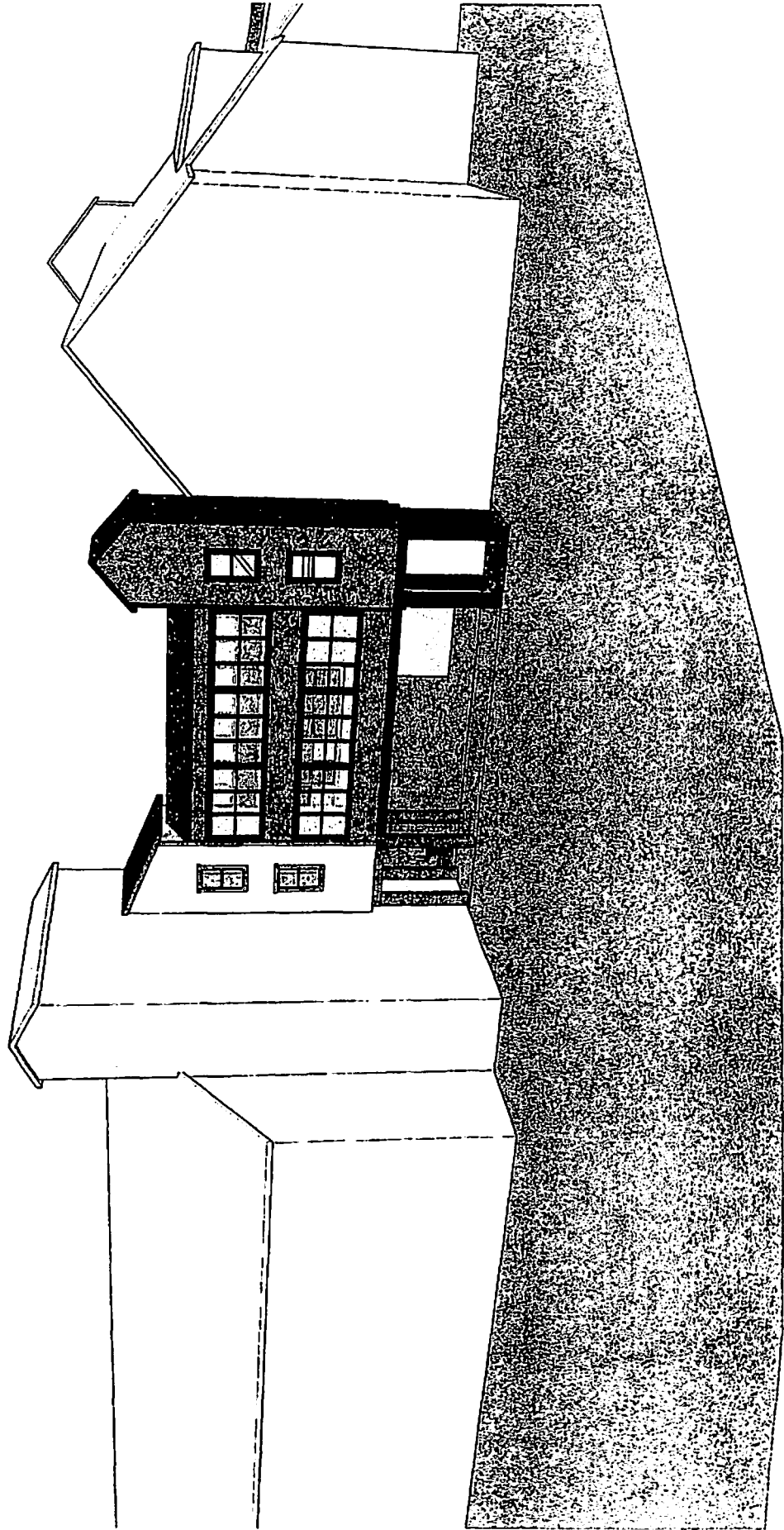


EXHIBIT C (CONT.)

NO. REVISIONS		DATE	

LJM Architects
 113 Rowland Drive
 Sheboygan, WI 53081
 Phone (920) 456-4033 Fax (920) 456-1405

SKYWALK CONNECTIONS FOR PRIORITY SIGNS
 837 RIVER FRONT RD.
 SHEBOYGAN, WI

PROJECT TITLE
 SHEBOYGAN, WI
 837 RIVER FRONT RD.
 PRIORITY SIGNS
 SKYWALK CONNECTIONS FOR

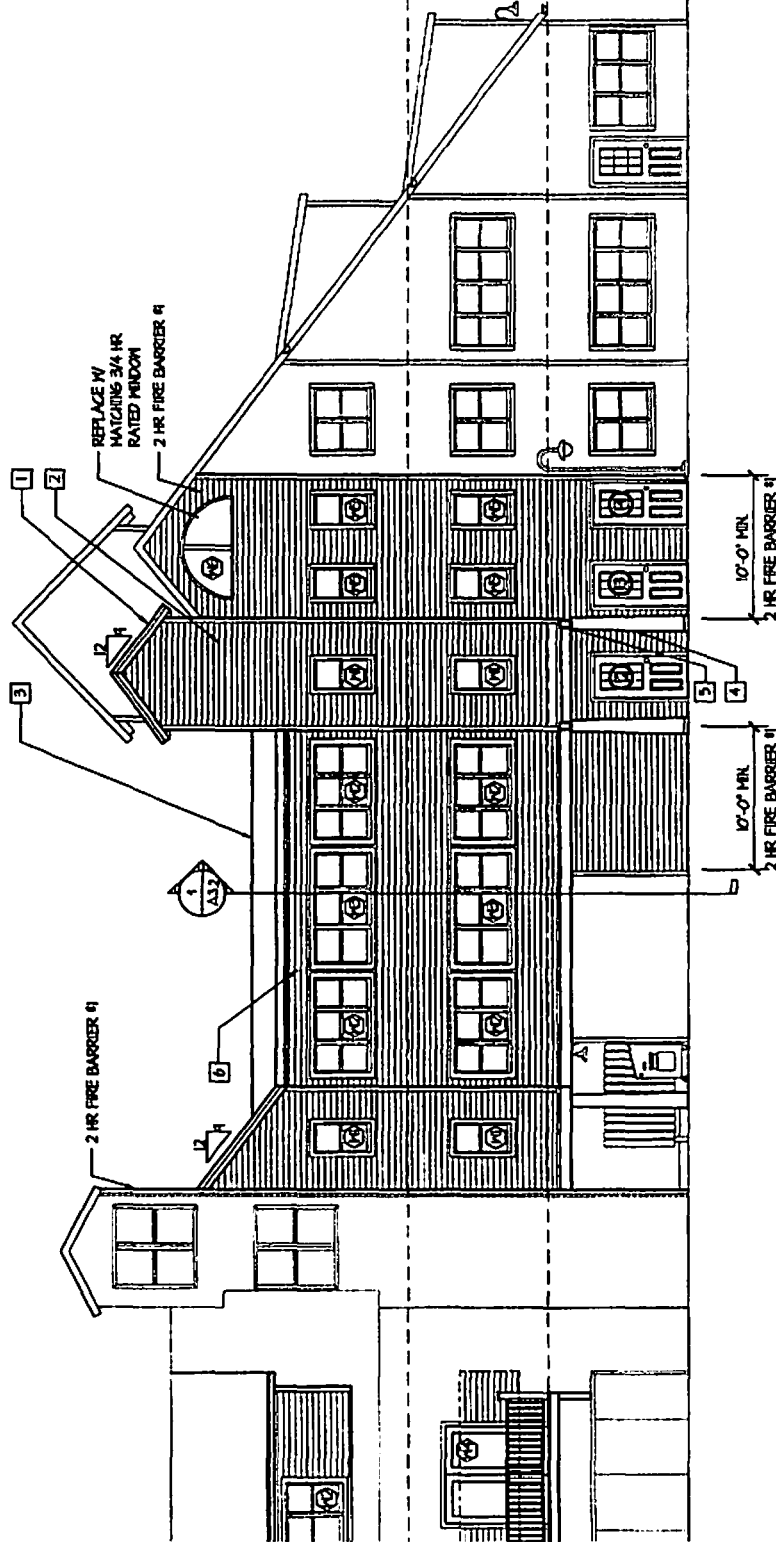
DRAWN BY
 DEANBY

CHECKED BY
 JCM

DATE
 02/19/10

PROJECT NO.
 0910

SHEET NO.
 A 2-3





ENLARGED SOUTH ELEVATION
 SCALE 1/8" = 1'-0"

EXHIBIT D

TENANTS

1. Priority Sign, Inc.

WARRANTY DEED



8 2 7 5 8 1 7
Tx:4074935

1985581

SHEBOYGAN COUNTY, WI

RECORDED ON

05/01/2014 2:25 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE: 240.00

EXEMPTION #

Cashier ID: 9

PAGES: 1

THIS DEED, made between KCPLATE RENTALS LLC, a Wisconsin limited liability company, a/k/a KC Plate Rentals, LLC, Grantor, and the City of Sheboygan, Wisconsin, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

Lot Nine (9), Block Seventy-eight (78), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, EXCEPTING therefrom the East Twenty-eight (28) feet of the South Ninety-five (95) feet thereof.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and protective covenants.

RETURN TO:

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

59281204130

Parcel Ident. No.

This is not homestead property.

Dated this 28 day of April, 2014.

KCPLATE RENTALS LLC, a Wisconsin limited liability company, a/k/a KC Plate Rentals, LLC

By: Cletus Plate
* CLETUS PLATE, Member

By: Gayle Plate
* GAYLE PLATE, Member

AUTHENTICATION

Signatures of CLETUS PLATE and GAYLE PLATE authenticated this 28th day of April, 2014.

* Stephen G. McLean

Title: Member State Bar of Wisconsin or _____
authorized under § 706.06, Wis. Stats.

ACKNOWLEDGEMENT

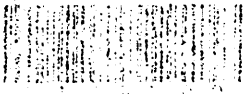
STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of April, 2014, the above-named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, Sheboygan _____ County, WI,
My Commission (Expires) (Is) _____

This instrument drafted by:
Stephen G. McLean
WI State Bar No. 01011662

*Type name below signatures.
(Signatures may be authenticated or acknowledged. Both are not necessary.)



10-10-70

10-10-70

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C.
OCT 10 1970

TO : DIRECTOR, FBI (100-442610)
FROM : SAC, NEW YORK (100-158741) (P)
SUBJECT: [Illegible]

RE: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

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[Illegible text block]

[Illegible text block]

II

R. O. No. - 14 - 15. By CITY ATTORNEY. May 19, 2014.

Submitting, as a matter of record, the original recorded Warranty Deed from KCPLATE RENTALS LLC a/k/a KC Plate Rentals, LLC to the City of Sheboygan, executed in accordance with Res. No. 155-13-14 authorizing the purchase of 1022/1022A Erie Avenue.

Consent



City Attorney

II

R. O. No. _____ - 14 - 15. By TRANSIT COMMISSION. May 19, 2014.

Your Commission met and discussed the following:

1. R. O. No. 301-13-14 by the City Clerk submitting a Notice of Claim and Claim from Attorney TeWinkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a City bus; and
2. R. O. No. 302-13-14 by the City Clerk submitting a Notice of Injury and Claim for Damages from Attorney Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City bus (reference R. O. No. 257-13-14);

recommends that the documents be placed on file.

Consent

II

4.1

R. O. No. 301 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Claim and Claim from Atty. Te Winkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City Bus.

*Finance &
Transit
File*

Susan Richards

City Clerk

L.S. Schraeder
3-11-14
27-13

NOTICE OF CLAIM AND CLAIM

MAR 11 2014 PM 4:58

To: Sue Richards
City Clerk for the City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Pursuant to Wis. Stat. § 893.80, Coretta E. Munoz (“Munoz”), residing at 428 St. Clair Avenue, Apartment 2, Sheboygan, Wisconsin, by her attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan and the itemized Claim against the City of Sheboygan as follows:

1. Liability: On December 11, 2013, at between approximately 4:00 p.m. and 5:00 p.m., Munoz was traveling via the City of Sheboygan transit system. While a passenger, the bus came to an abrupt stop causing Munoz to come out of her seat and strike the metal arm rest. A substantial cause of the injury to Munoz was the negligent manner in which the bus driver acted. Upon information and belief, responsibility for the safe operation of the city buses is a responsibility of the City of Sheboygan.

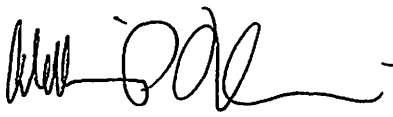
2. Injuries and Damages: Munoz suffered serious injuries as a result of the accident. She suffered injury to her knee, hip, pelvis, neck and back requiring medical attention. Munoz continues to receive treatment for her injuries.

Medical expenses incurred from the date of the accident to February 24, 2014, are in the amount of \$2,541.00. Munoz continues to incur medical expenses.

The claim for pain and suffering, bodily injury is for the amount of \$50,000.00.

Dated this 10th day of March, 2014.

ROHDE DALES LLP

By 

William P. Te Winkle
A Partner of the Firm
State Bar No. 01013259
Attorneys for the Claimant

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone (920) 458-5501
Facsimile (920) 458-5874

II

4.2

R. O. No. 302- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus. (Reference R. O. No. 257-13-14).

Lusaw Richards

City Clerk

*Finance &
Transit*
File

*LS Schaefer
16-13*

SONNENBURG & ZELPE
ATTORNEYS AT LAW
601 CENTER AVENUE
SHEBOYGAN, WISCONSIN 53081

WM. K. SONNENBURG
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222
FACSIMILE: (920) 458-3840
SONNENBURGANDZELPE@JUNO.COM

March 7, 2014

City Clerk
City of Sheboygan
City Hall 828 Center Avenue
Sheboygan, WI 53081

Re: Injury to James J. Kuester, Sr 12/23/2013

Dear Clerk:

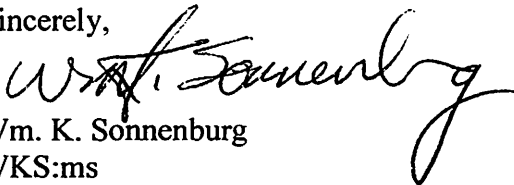
Enclosed please find a Notice of Injury and Claim being made on behalf of our client.

James S. Kuester, Sr.

Kindly file this Notice of Injury and Claim for Damages.

Thank you.

Sincerely,



Wm. K. Sonnenburg
WKS:ms
Encl.

NOTICE OF INURY
AND
CLAIM FOR DAMAGES

TO:
THE CITY OF SHEBOYGAN
CARE OF THE CITY CLERK
FOR THE CITY OF SHEBOYGAN, WISCONSIN
PLEASE TAKE NOTICE:

That we represent James J. Kuester, Sr. 2322 N. 24th Street, Sheboygan, Wisconsin who sustained injuries as the result of a City Bus driving through a red light at the intersection of N. 15th Street and Geele Avenue, on December 23, 2013, of which the City of Sheboygan had actual notice through the City of Sheboygan Police Department on the above – captioned date.

CLAIM FOR DAMAGES

Please be advised that said James J. Kuester, Sr, sustained several injuries to his body involving his legs, a cut to his upper lip, ribs, and loss of hearing as the result of the injuries, some of which are permanent, both to his left leg and his loss of normal hearing.

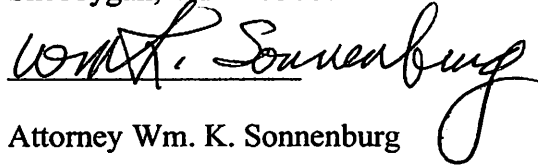
That he sustained medical expenses including the Sheboygan Fire Department, St. Nicholas Hospital, Dr. Charles Schleevogt, Dr. Howard J Kroft, and various medication for pain to his legs and ribs. Due to a previous blood condition, he had discoloration to his legs with pain for a period of two months and continues to have continual monitoring of his blood condition. He has a permanent swelling and a hardened portion of his left

knee. In addition, he has permanent loss of hearing in both ears.

The claim for the above is One Hundred Thousand Dollars (\$100,000.00)

Hereby submitted:

Sonnenburg & Zelpe
Attorneys at Law
601 Center Avenue
Sheboygan, WI 53081


Attorney Wm. K. Sonnenburg

VII

R. C. No. - 14 - 15. By LAW AND LICENSING. May 19, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 17-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following licenses be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's	1502 S. 12 th St. - three-day event to be Held 10/5/14 to 10/7/14 to include current premise, S. 12 th St. & Clara Ave. intersections for Oktoberfest.
2880	Anglers Avenue	518 S. Pier Dr. - three-day event to be Held June 6, 7 & 8 th , 2014 to include current premise and grassy area to the east side of building and grassy area north of the patio.
2880	Anglers Avenue	518 S. Pier Dr. - four-day event to be July 3, 4, 5 & 6, 2014 to include current premise and grassy area to the East side of building and grassy area North of the patio.
3044	Blondie's Bar & Grill	1034 Michigan Ave. - one-day event to be held 6/8/14 to include current premise and the empty parking lot west of the building. (Has permission from the owner of the lot.)
2949	Harry's Prohibition Bistro	668 South Pier Dr. - two-day event to be held July 3 & 4, 2014 to include the current premise and the area on the west side of the patio area to the sidewalk.
1337	Sheboygan Elks Lodge #299	1943 Erie Ave. - one-day events to be Held June 29, 2014; July 25, 2014; and August 17, 2014 to include outside portion of Elks property between East & West parking lots and from the south side of the building extending to the property line of Georgia Pacific.
1411	Tommy's Bar	2335 N. 15 th St. - one-day event to be Held 5/31/14 to include north parking lot and fenced area east of the building.

Consent

"CLASS A" LIQUOR LICENSE (Renewal) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2518	Pick N Save #6432	1317 N. 25 th St.
2825	Pick N Save #6433	2625 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8 th St.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

CLASS "A" FERMENTED MALT BEVERAGE (Renewal) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2984	Everest Enterprises	1710 Indiana Ave.
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 S. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
2503	Mad Max Convenience Stores	1003 S. 14 th St.
1272	Q Mart #200	1006 Geele Ave.
1273	Q Mart #201	1508 S. 8 th St.
2191	Q Mart #208	2235 North Ave.
1277	Q Mart #211	2420 Calumet Dr.
1778	Q Mart #218	3715 Wash Ave S Frt. Rd.
1683	Q Mart #221	3626 S. Taylor Dr.
2470	Q Mart #235	1230 N. Taylor Dr.
2472	Q Mart #238	1211 Weeden Creek Rd.
2710	The Pig Stop I	2917 N. 15 th St.
3007	Tidy Store of Sheboygan	810 N. 14 th St.

"CLASS B" LIQUOR LICENSE (Renewal) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th St.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddy's Pub & Grill	2123 N. 15 th St.
2762	Braveheart Pub I	2120 Calumet Dr.
1040	Brennans On Michigan	1101 Michigan Ave.
1833	Champs Sports Bar	1501 Indiana Ave.
2772	Club Michigan I	908 Michigan Ave.
1101	Dougs Skiper Inn	808 Broadway
2121	El Camino	823 Michigan Ave.
1516	Emmers	906 S. 15 th St.
1799	George Michaels I	513 N. 8 th St.
2192	Harry's Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2849	Hops Haven	1327 N. 14 th St.
2085	Legend Larry's Wings & Things	733 Pennsylvania Ave.
1226	Meyers Lakeview Pub	550 Wilson Ave.
2962	Next Level, The	1210 Michigan Ave.
2272	PJ's Party Zone	910 N. 18 th St.
1267	Poor Richards	1105 Geele Ave.

2717 Shevegas Nightclub	1133 Michigan Ave.
2207 Silver Fern, The	2538 N. 15 th St.
2020 Terrys	1028 Lincoln Ave.
2899 Zodiak	2518 N. 15 th St.

CLASS "B" FERMENTED MALT BEVERAGE (Renewal) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2879	Charcoal Inn North	1637 Geele Ave.
2796	Charcoal Inn South	1313 S. 8 th St.
2598	New China Buffet	571 S. Taylor Dr.
1987	Pizza Hut #13462	2727 S. Business Dr.

CLASS "C" WINE LICENSE (Renewal) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2598	New China Buffet	571 S. Taylor Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0360	Merrill, Anna K.	1120 S. 17 th St.

 _____ Committee.

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

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

VI

R. C. No. - 14 - 15. By LAW AND LICENSING. May 19, 2014.

Your Committee to whom was referred R. O. No. 16-14-15 by the City Clerk submitting a communication from Zachary Pethan, Assistant Principal at Urban Middle School, questioning the municipal code/ordinance for E-cigarettes; recommends that the Report of Officer be placed on file and to request that the City Attorney revise the ordinance to add E-cigarettes.

Consent

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

3.14

R. O. No. 16-14-15. By CITY CLERK. May 5, 2014.

Submitting a communication from Zachary Pethan, Assistant Principal at Urban Middle School, questioning the municipal code/ordinance for E-cigarettes.

~~LS~~

File R.O. & request
City atty to revise ordinance
to add E-cigarettes

Lusaw Richards

City Clerk

Richards, Susan

From: Alderperson Darryl Carlson
Sent: Monday, April 28, 2014 4:38 PM
To: Richards, Susan
Subject: FW: E-Cigarette Ordinance

See below, can this be submitted to council? would this go to PPS or LL?

From: Alderperson John Belanger
Sent: Monday, April 28, 2014 2:42 PM
To: Zach Pethan; Alderperson Ty Dassler
Cc: Ted Di Stefano; Fischer, Dana; Alderperson Darryl Carlson
Subject: RE: E-Cigarette Ordinance

Zach,

Interesting email. Never thought about the impact e-cigarettes would have on minors especially Urban Middle School students. I will forward this correspondence to the Chairman of the Public Protection and Safety committee so it can be addressed. I appreciate the heads up on this. Thank you. I will keep you posted.

Alderman John Belanger
1st District - Wards 1,2 & 3
City of Sheboygan, Wisconsin
john.belanger@ci.sheboygan.wi.us
cell (920) 946-2738

From: Zach Pethan [zpethan@sheboygan.k12.wi.us]
Sent: Monday, April 28, 2014 8:53 AM
To: Alderperson John Belanger; Alderperson Ty Dassler
Cc: Ted Di Stefano; Fischer, Dana
Subject: E-Cigarette Ordinance

Hello Gentlemen,

I am curious about a municipal code/ordinance for E-cigarettes. We have had a number of students at Urban using electronic cigarettes at Urban Middle School (age range 11-14 years old). I am concerned because even though we can handle consequences within our school, it appears the city is unable to do any citations because the City of Sheboygan has not updated their ordinances to include electronic cigarettes as a "tobacco product". I work with these students and their families on a daily basis and know that having this updated in the ordinances would help to deter students from these dangerous behaviors. Any help you could provide to move this addition into the City of Sheboygan municipal code would be much appreciated.

Thank you for your time and consideration,

Zachary Pethan, Assistant Principal
Urban Middle School
1226 North Avenue
Sheboygan, WI 53083
Office: (920) 459-3680

VI

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. May 19, 2014.

Your Committee to whom was referred R. C. No. 5-14-15 by Law and Licensing and R. O. No. 313-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Driver's License #8429 be granted contingent upon the application being corrected, and with a warning to include all violations on future applications.

Consent

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

5.4

R. C. No. 5 - 14 - 15. By LAW AND LICENSING. May 5, 2014.

Your Committee to whom was referred R. C. No. 370-13-14 by Law and Licensing and R. O. No. 313-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Driver's License #8429 be denied based upon his failure to accurately reveal all relevant convictions on his Taxicab Driver's License application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

*Vanderweele / Shield
to re-refer to L&L
ages: 14 days: None
5/19/14 - grant w/contingents*

Jodi Vanderweele
Bill A. Hill

Committee.

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VIII

R. C. No. _____ - 13 - 14. By PUBLIC WORKS. May 19, 2014.

Your Committee to whom was referred Res. No. 7-14-15 by Alderperson Heidemann authorizing signing easements for mini-storm sewers to be constructed in portions of various properties (Ayers & Schuh); recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.3

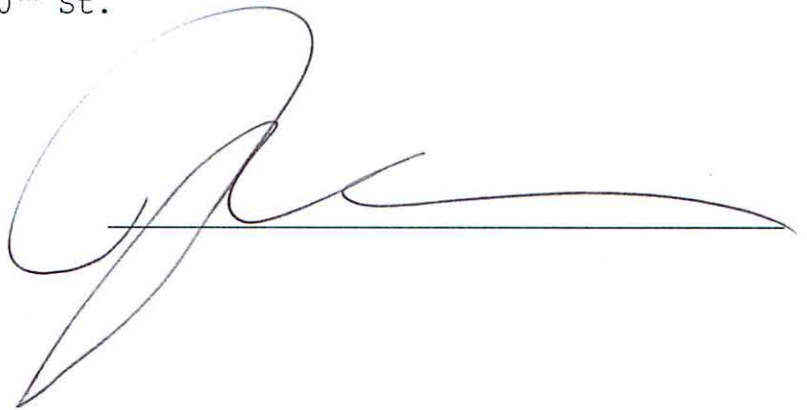
Res. No. 7 - 14 - 15. By Alderperson Heidemann. May 5, 2014.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

1. Brian J. and Peggy G. Ayers, 4016 Greenwood Ct.
2. Todd A. Schuh, 3232 S. 10th St.

*P. W.
approve,*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 10th day of April, 2014,
by Todd A. Schuh, residing at 3232 S. 10th Street, Sheboygan, Wisconsin
53081, "**GRANTOR**," and the City of Sheboygan, a Municipal
Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-308880
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north six feet (6') of the following described property:

**EDGEVIEW SUBDIVISION, S 3' OF LOT 10 & ALL OF LOT 11 BLK 2,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN**

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

10th **IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this April, 2014.

Todd Schuh
Todd A. Schuh
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 28th day of April, 2014, Todd A. Schuh, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda Ma Cole

Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 28th day of April, 2014,
by and between Brian J. and Peggy G. Ayers, husband and wife, residing
at 4016 Greenwood Court, Sheboygan, Wisconsin 53081, owners of
parcel #413400 located at 2908 S. 16th Street, Sheboygan, WI 53081,
"GRANTOR," and the City of Sheboygan, a Municipal Corporation of
the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-413400 ,
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration
of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE,
receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained,
hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and
maintain a mini-storm sewer in, under, and along the north six feet (6') of the following described
property:

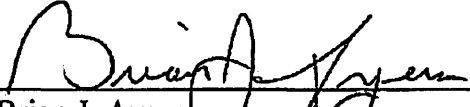
GLENCOURT SUBDIVISION, LOT 7, BLOCK 3, CITY OF
SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right,
privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining,
cleaning, repairing and renewing said mini-storm sewer.


GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction.
However, GRANTOR acknowledges and agrees that no site restoration is to be provided by
GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors
and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on
this 28th day of April, 2014.



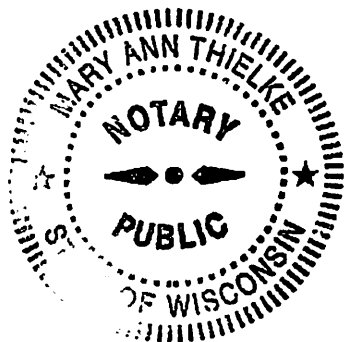
Brian J. Ayers
(Sign in the presence of a Notary Public)



Peggy G. Ayers
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 28th day of April, 2014,
Brian J. and Peggy G. Ayers, to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.



Mary Ann Thielke
MARY ANN THIELKE
Notary Public-Sheboygan County
My commission expires 2-26-17

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2013, Michael
Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to
me known to be such Mayor and City Clerk of said corporation, and acknowledged that they
executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

VIII

R. C. No. _____ - 13 - 14. By PUBLIC WORKS. May 19, 2014.

Your Committee to whom was referred Res. No. 8-14-15 by Alderperson Heidemann authorizing signing easements for mini-storm sewers to be constructed in portions of various properties (Johnston & Eilmus); recommends that the Resolution be passed.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

7.1

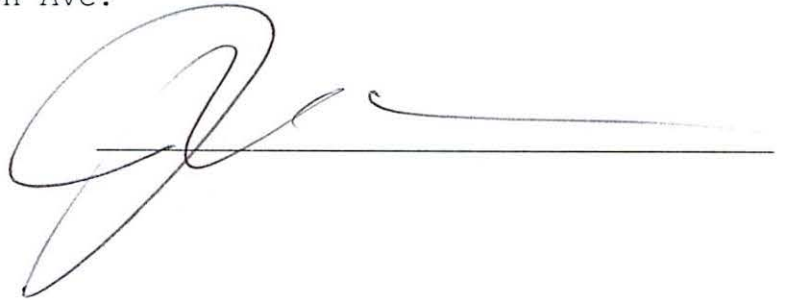
Res. No. 8 - 14 - 15. By Alderperson Heidemann. May 5, 2014.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

1. Daniel A. Johnston, 3327 N. 9th St.
2. Niels J. Eilmus, 715 Union Ave.

*Pub. works
approve*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 2 day of May, 2014, by Daniel A. Johnston, residing at 3327 N. 9th Street, Sheboygan, Wisconsin 53083, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-716620
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east twelve feet (12') of the following described property:

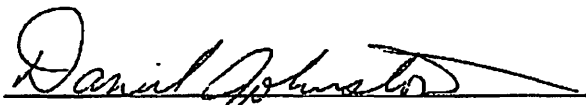
NORTH SHORE SUBD NO 1, LOT 20 BLK 10 & THE W 1/2 OF
THAT PRT OF VAC PUBLIC PLAYGROUND LYING E OF & ADJ
TO SD LOT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,
STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 2 day of May, 2014.


Daniel A. Johnston
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 2nd day of May, 2014, Daniel A. Johnston, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Justin McCabe

Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 2nd day of May, 2014, by Niels J. Eilmus, residing at 715 Union Avenue, Sheboygan, Wisconsin 53081, and owner of vacant lot property located on N. 8th Street, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-716510
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south five feet (5') of the following described property:

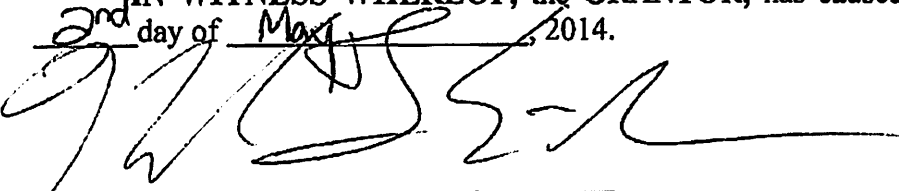
NORTH SHORE SUBD NO 1 LOT 7 BLK 10 & THE E 1/2 OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ TO SD LOT S.11 T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 2nd day of May, 2014.



Niels J. Eilmus
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 2nd day of May, 2014, Niels J. Eilmus, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Wendy J. Gorges
Wendy J. Gorges
Notary Public - Sheboygan County
My commission expires 12-20-2015

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public - Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

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VIII

R. C. No. _____ - 13 - 14. By PUBLIC WORKS. May 19, 2014.

Your Committee to whom was referred Res. No. 9-14-15 by Alderperson Heidemann authorizing the acceptance of temporary limited easements for the Sidewalk Gap Project; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

7.3

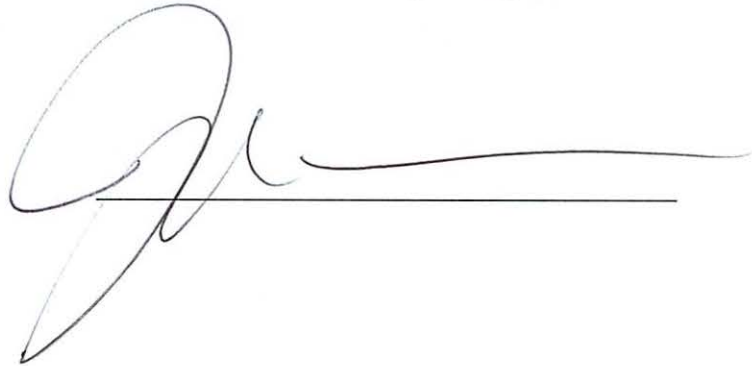
Res. No. 9 - 14 - 15. By Alderperson Heidemann. May 5, 2014.

A RESOLUTION authorizing the acceptance of temporary limited easements for the Sidewalk Gap Project.

WHEREAS: The State of Wisconsin will solicit bids for the project in July 2014 and enter into contract in September 2014 for the Sidewalk GAP Project.

RESOLVED: That the City hereby is authorized to accept the temporary limited easements for the Sidewalk GAP Project.

P.H.
approve



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Casper Real Estate, LLC GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Fifty dollars (\$50.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.


COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281431200

This easement shall terminate upon completion of the construction project for which this instrument is given.



Signature
4/9/11

Date
Daniel Oser

Print Name

Signature

Date
4-9-11

Print Name

State of Wisconsin)
Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).



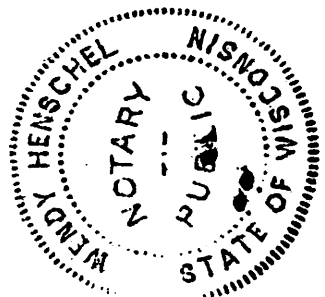
Signature, Notary Public, State of Wisconsin

Wendy Henschel

Print Name, Notary Public, State of Wisconsin

11-27-16

Date Commission Expires



EASEMENT DESCRIPTION

For Sidewalk Construction

Sheboygan, WI

Segment 10

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being part of the SW 1/4 of the SW 1/4 and part of the SE 1/4 of the SW 1/4 of Section 34, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Southwest corner of said Section 34;
thence N89°-46'-23"E, along the south line of the SW 1/4 of said Section 34, 1011.07 feet;
thence N00°-13'-37"W, 696.07 feet to the north right-of-way line of Washington Avenue, said point being the Point of Beginning of this description;
thence N00°-06'-30"E, 2.00 feet;
thence S89°-53'-30"E, 141.57 feet;
thence N00°-06'-30"E, 3.00 feet;
thence S89°-53'-30"E, 51.55 feet;
thence S18°-08'-13"W, 2.10 feet;
thence S89°-53'-30"E, 149.07 feet;
thence N15°-29'-32"E, 7.26 feet;
thence S89°-53'-30"E, 418.76 feet;
thence S00°-34'-39"W, 8.00 feet;
thence S89°-53'-30"E, 132.54 feet to the west line of Lot 23, Wilson West Subdivision;
thence S00°-42'-48"W, along said west lot line, 2.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-53'-30"W, along said north right-of-way line, 894.69 feet to the Point of Beginning and the end of this description.
Containing 265 square feet of Grantor's property.

Parcel No.: 27

Grantor: Casper Real Estate LLC (Tax Key No.59281431200)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
March 30, 2012, revised February 3, 2014

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Taylor-Superior, LLC GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Six Hundred Twenty dollars (\$620.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data


Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215900

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature Date

Print Name



Signature Date
Thomas Schink *owner*

Print Name

Date
4-15-14

State of Wisconsin)
Milwaukee County) ss.

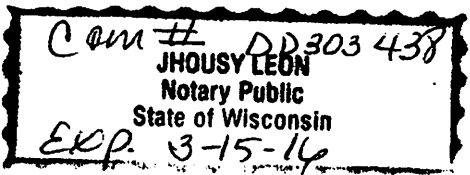
On the above date, this instrument was acknowledged before me by the named person(s).



Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin
JHousy Leon

Date Commission Expires
March 15, 2016



EASEMENT DESCRIPTION

For Sidewalk Construction

Sheboygan, WI

Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the North 1/4 corner of said Section 21;
thence S88°-46'-57"W, along the north line of the NW 1/4 of said Section 21, 82.00 feet;
thence S01°-13'-03"E, 33.00 feet to a point on the south right-of-way line of Superior Avenue and the Point of Beginning of this description;
thence N88°-46'-57"E, along said south right-of-way line, 2.33 feet to an angle point in said right-of-way line;
thence S48°-11'-49"E, 51.56 feet to an angle point in said right-of-way line;
thence S00°-25'-53"W, on a line 40 feet west of and parallel with the east line of said NW 1/4 of Section 21, being the west right-of-way line of Taylor Drive, 626.44 feet to the beginning of a curve to the right, having its radius point bearing westerly 955.00 feet;
thence southerly 216.22 feet along the arc of said right-of-way curve, the long chord of which bears S06°-55'-03"W, 215.76 feet;
thence S13°-24'-13"W, along the west right-of-way line of Taylor Drive, 32.18 feet;
thence S20°-14'-46"W, along the west right-of-way line of Taylor Drive, 10.38 feet to the south line of Tract 1 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S88°-41'-12"W, along said south line, 10.75 feet;
thence N20°-14'-46"E, 13.73 feet;
thence N13°-24'-13"E, 31.58 feet to the beginning of a curve to the left, having its radius point bearing westerly, 945.00 feet;
thence northeasterly 213.96 feet along the arc of said curve, the long chord of which bears N06°-55'-03"E, 213.50 feet;
thence N00°-25'-53"E, 24.18 feet to the north line of said Tract 1 of the Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S89°-03'-24"W, along said north line, 5.00 feet;
thence N00°-25'-53"E, 197.44 feet;
thence N89°-34'-07"W, 25.00 feet;
thence N00°-25'-53"E, 41.42 feet;
thence N88°-39'-32"E, 29.01 feet;
thence N00°-25'-53"E, 370.19 feet;
thence N48°-11'-49"W, 40.00 feet to the Point of Beginning and the end of this description.

Containing 4,101 square feet of Grantor's property.

Parcel No.: 30
Grantor: Taylor-Superior LLC (Tax Key No.59281215900)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Board of Water Commissioners** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Fifty dollars (\$50.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

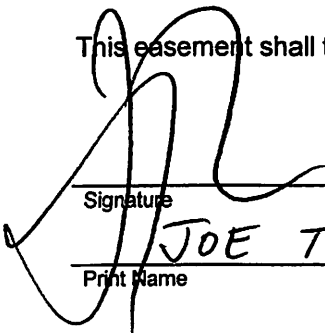
COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281431020

This easement shall terminate upon completion of the construction project for which this instrument is given.



Signature
4/14/14

Date
JOE TRUESBLOOD

Print Name

Signature

Date

Print Name

Date
State of Wisconsin)
Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).



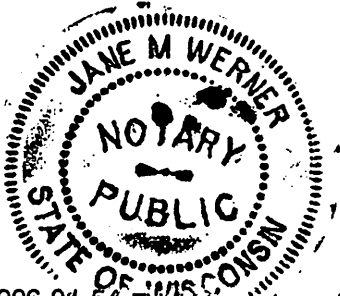
Signature, Notary Public, State of Wisconsin

JANE WERNER

Print Name, Notary Public, State of Wisconsin

4/2015

Date Commission Expires



EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the SW 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 909.92 feet;
thence N00°-25'-09"W, 1171.46 feet to a point on the arc of the curve of the southeasterly right-of-way line of Georgia Avenue, said point being the Point of Beginning of this description, the radius point of said curve lying southeasterly, 2086.00 feet;
thence northeasterly 250.37 feet along the arc of said curve, the long chord of which bears N52°-10'-16"E, 250.22 feet;
thence S35°-58'18"E, 1.00 feet to a point on the arc of a concentric curve to the left, having its radius point bearing southeasterly 2085.00 feet;
thence southwesterly 250.37 feet along the arc of said curve, the long chord of which bears S52°-10'-13"W, 250.22 feet;
thence N35°-59'-29"W, 1.00 feet to the Point of Beginning and the end of this description.

Containing 250 square feet of Grantor's property.

Parcel No.:	18
Grantor:	City of Sheboygan Board of Water Commissioners (Tax Key No.59281431020)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

EASEMENT DESCRIPTION

For Sidewalk Construction
Sheboygan, WI
Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the North 1/4 corner of said Section 21;
thence S88°-46'-57"W, along the north line of the NW 1/4 of said Section 21, 82.00 feet;
thence S01°-13'-03"E, 33.00 feet to a point on the south right-of-way line of Superior Avenue and the Point of Beginning of this description;
thence N88°-46'-57"E, along said south right-of-way line, 2.33 feet to an angle point in said right-of-way line;
thence S48°-11'-49"E, 51.56 feet to an angle point in said right-of-way line;
thence S00°-25'-53"W, on a line 40 feet west of and parallel with the east line of said NW 1/4 of Section 21, being the west right-of-way line of Taylor Drive, 626.44 feet to the beginning of a curve to the right, having its radius point bearing westerly 955.00 feet;
thence southerly 216.22 feet along the arc of said right-of-way curve, the long chord of which bears S06°-55'-03"W, 215.76 feet;
thence S13°-24'-13"W, along the west right-of-way line of Taylor Drive, 32.18 feet;
thence S20°-14'-46"W, along the west right-of-way line of Taylor Drive, 10.38 feet to the south line of Tract 1 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S88°-41'-12"W, along said south line, 10.75 feet;
thence N20°-14'-46"E, 13.73 feet;
thence N13°-24'-13"E, 31.58 feet to the beginning of a curve to the left, having its radius point bearing westerly, 945.00 feet;
thence northeasterly 213.96 feet along the arc of said curve, the long chord of which bears N06°-55'-03"E, 213.50 feet;
thence N00°-25'-53"E, 24.18 feet to the north line of said Tract 1 of the Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S89°-03'-24"W, along said north line, 5.00 feet;
thence N00°-25'-53"E, 197.44 feet;
thence N89°-34'-07"W, 25.00 feet;
thence N00°-25'-53"E, 41.42 feet;
thence N88°-39'-32"E, 29.01 feet;
thence N00°-25'-53"E, 370.19 feet;
thence N48°-11'-49"W, 40.00 feet to the Point of Beginning and the end of this description.

Containing 2,833 square feet of Grantor's property.

Parcel No.: 28
Grantor: Neil A. & Linda M. Schneider (Tax Key No.59281215829)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012, revised February 3, 2014

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 5

A Temporary Limited Easement over that part of Grantor's property lying within the following described parcel of land:

A part of the NW 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue, said point being the Point of Beginning of this description;
thence N25°-56'-29"E, 2.00 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 170.00 feet;
thence N25°-56'-29"E, 15.00 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 303.07 feet to the east line of Lot 2 of a Certified Survey Map filed in Volume 14 of Certified Survey Maps, Pages 193-194;
thence S00°-47'-45"W, along said east lot line, 5.52 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 233.12 feet;
thence S63°-00'-25"E, parallel with said northeasterly right-of-way line, 200.30 feet;
thence S63°-55'-00"E, parallel with said northeasterly right-of-way line, 93.93 feet to the east line of Lot 1, of a Certified Survey Map filed in Volume 14 of Certified Survey Maps, Page 240;
thence S01°-59'-44"W, along said east lot line, 13.15 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, along said northeasterly right-of-way line, 99.39 feet;
thence N63°-00'-25"W, along said northeasterly right-of-way line, 200.29 feet;
thence N64°-03'-31"W, along said northeasterly right-of-way line, 708.43 feet to the Point of Beginning and the end of this description.
Containing 102 square feet of Grantor's property.

Parcel No.: 3
Grantor: RRG West LLC (Tax Key No.59024351682)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **Specht Electric Co., Inc.** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Ninety** dollars (\$90.00) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215823

This easement shall terminate upon completion of the construction project for which this instrument is given.

[Signature] 3-31-14
Signature Date
SCOTT M. SPECHT OWNER
Print Name

Signature Date

Print Name

Date
State of Wisconsin)
Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Diane Jarosinski
Signature, Notary Public, State of Wisconsin

Diane Jarosinski
Print Name, Notary Public, State of Wisconsin

4-19-15
Date Commission Expires



EASEMENT DESCRIPTION

For Sidewalk Construction
Sheboygan, WI
Segment 5

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue;
thence S64°-03'-31"E, along said northeasterly right-of-way line, 708.43 feet;
thence S63°-00'-25"E, along said northeasterly right-of-way line, 200.29 feet;
thence S63°-55'-00"E, along said northeasterly right-of-way line, 99.39 feet to the west line of Tract A of a Certified Survey Map filed in Volume 4 of Certified Survey Maps, Page 32, and the Point of Beginning of this description;
thence N01°-59'-44"E, along said west line, 7.67 feet;
thence S63°-55'-00"E, 200.06 feet;
thence S01°-59'-44"W, 2.19 feet;
thence S63°-55'-00"E, 250.84 feet;
thence S00°-35'-08"W, 3.32 feet;
thence S63°-55'-00"E, 139.17 feet;
thence N00°-35'-04"E, 1.10 feet;
thence S63°-55'-00"E, 198.70 feet;
thence S00°-33'-40"W, 1.10 feet;
thence S63°-55'-00"E, 90.88 feet;
thence S26°-05'-00"W, 2.00 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, 878.84 feet to the Point of Beginning and the end of this description.

Containing 596 square feet of Grantor's property.

Parcel No.:	10
Grantor:	Specht Electric Co., Inc. (Tax Key No.59281215823)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

EASEMENT DESCRIPTION

For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 909.92 feet;
thence N00°-25'-09"W, 1171.46 feet;
thence N52°-10'-16"E, 250.22 feet to an angle point in the southeasterly right-of-way line of Georgia Avenue;
thence S35°-58'-18"E, along said right-of-way line, 2.00 feet to an angle point in said southeasterly right-of-way line, said point being on the arc of a curve to the right, having its radius point bearing southeasterly 2084.00 feet, said point being the Point of Beginning of this description;
thence northeasterly 525.60 feet along the arc of said curve and the southeasterly right-of-way line of Georgia Avenue, the long chord of which bears N62°-50'-11"E, 524.21 feet to the end of said curve;
thence N70°-41'-07"E, along said southeasterly right-of-way line, 296.82 feet to the beginning of a curve to the left, having its radius point bearing northwesterly 2177.25 feet;
thence northeasterly 155.73 feet along the arc of said curve and the southeasterly right-of-way line of Georgia Avenue, the long chord of which bears N68°-38'-11"E, 155.69 feet to Grantor's easterly property line;
thence S15°-06'-10"E, along Grantor's easterly property line, 30.31 feet to a point on the arc of a curve to the right, having its radius point bearing northwesterly, 2207.25 feet;
thence southwesterly 153.49 feet along the arc of said curve, the long chord of which bears S68°-41'-35"W, 153.46 feet to the end of said curve;
thence S70°-41'-07"W, 296.82 feet to the beginning of a curve to the left, having its radius point bearing southeasterly, 2054.00 feet;
thence southwesterly 1.95 feet along the arc of said curve, the long chord of which bears S70°-08'-23"W, 1.95 feet;
thence N19°-59'-15"W, 13.00 feet to a point on the arc of a curve to the left, having its radius point bearing southeasterly 2067.00 feet;
thence southwesterly 268.13 feet along the arc of said curve, the long chord of which bears S66°-16'-51"W, 267.94 feet;
thence N27°-25'-12"W, 12.00 feet to a point on the arc of a curve to the left, having its radius point bearing southeasterly 2079.00 feet;
thence southwesterly 252.22 feet along the arc of said curve, the long chord of which bears S59°-05'-26"W, 252.06 feet to Grantor's southwesterly property line;

thence N35°-58'-18"W, 5.00 feet to the Point of Beginning and the end of this description.

Containing 19,446 square feet of Grantor's property.

Parcel No.: 19

Grantor: Sheboygan Area School District
(Tax Key No.59281431060)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Bank Mutual GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Ninety dollars (\$90.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281431180

This easement shall terminate upon completion of the construction project for which this instrument is given.

BANK MUTUAL, by

James P. Carter 4/10/14
Signature Date

James P. Carter, Secretary
Print Name

BANK MUTUAL, by

Christopher L. Mayne, Sr. 4/10/14
Signature Date

Christopher L. Mayne, Sr. Vice President
Print Name

April 10, 2014
Date

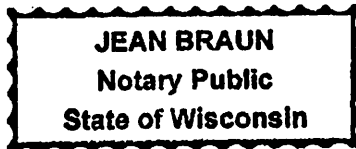
State of Wisconsin)
Milwaukee County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Jean Braun
Signature, Notary Public, State of Wisconsin

Jean Braun
Print Name, Notary Public, State of Wisconsin

3/11/2018
Date Commission Expires



EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 10

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being part of the SW 1/4 of the SW 1/4 and part of the SE 1/4 of the SW 1/4 of Section 34, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Southwest corner of said Section 34;
thence N89°-46'-23"E, along the south line of the SW 1/4 of said Section 34, 1011.07 feet;
thence N00°-13'-37"W, 696.07 feet to the north right-of-way line of Washington Avenue, said point being the Point of Beginning of this description;
thence N00°-06'-30"E, 2.00 feet;
thence S89°-53'-30"E, 141.57 feet;
thence N00°-06'-30"E, 3.00 feet;
thence S89°-53'-30"E, 51.55 feet;
thence S18°-08'-13"W, 2.10 feet;
thence S89°-53'-30"E, 149.07 feet;
thence N15°-29'-32"E, 7.26 feet;
thence S89°-53'-30"E, 418.76 feet;
thence S00°-34'-39"W, 8.00 feet;
thence S89°-53'-30"E, 132.54 feet to the west line of Lot 23, Wilson West Subdivision;
thence S00°-42'-48"W, along said west lot line, 2.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-53'-30"W, along said north right-of-way line, 894.69 feet to the Point of Beginning and the end of this description.
Containing 537 square feet of Grantor's property.

Parcel No.: 23
Grantor: Bank Mutual (Tax Key No.59281431180)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012, revised February 3, 2014

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by 1338 North Taylor Drive, LLC GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Seven Hundred dollars (\$700.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.


COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215902

This easement shall terminate upon completion of the construction project for which this instrument is given.



Signature Date
4-14-14

Print Name
Steven A. Elkind

Signature Date

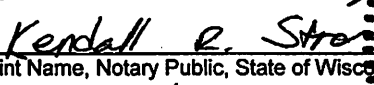
Print Name

Date
State of Wisconsin)
Dane County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).



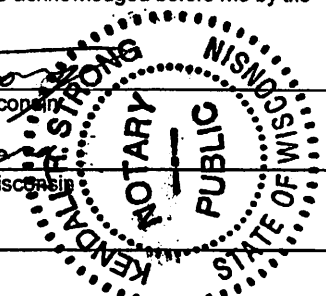
Signature, Notary Public, State of Wisconsin



Print Name, Notary Public, State of Wisconsin

10/12/14

Date Commission Expires



EASEMENT DESCRIPTION

For Sidewalk Construction

Sheboygan, WI

Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the North 1/4 corner of said Section 21;
thence S88°-46'-57"W, along the north line of the NW 1/4 of said Section 21, 82.00 feet;
thence S01°-13'-03"E, 33.00 feet to a point on the south right-of-way line of Superior Avenue and the Point of Beginning of this description;
thence N88°-46'-57"E, along said south right-of-way line, 2.33 feet to an angle point in said right-of-way line;
thence S48°-11'-49"E, 51.56 feet to an angle point in said right-of-way line;
thence S00°-25'-53"W, on a line 40 feet west of and parallel with the east line of said NW 1/4 of Section 21, being the west right-of-way line of Taylor Drive, 626.44 feet to the beginning of a curve to the right, having its radius point bearing westerly 955.00 feet;
thence southerly 216.22 feet along the arc of said right-of-way curve, the long chord of which bears S06°-55'-03"W, 215.76 feet;
thence S13°-24'-13"W, along the west right-of-way line of Taylor Drive, 32.18 feet;
thence S20°-14'-46"W, along the west right-of-way line of Taylor Drive, 10.38 feet to the south line of Tract 1 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S88°-41'-12"W, along said south line, 10.75 feet;
thence N20°-14'-46"E, 13.73 feet;
thence N13°-24'-13"E, 31.58 feet to the beginning of a curve to the left, having its radius point bearing westerly, 945.00 feet;
thence northeasterly 213.96 feet along the arc of said curve, the long chord of which bears N06°-55'-03"E, 213.50 feet;
thence N00°-25'-53"E, 24.18 feet to the north line of said Tract 1 of the Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S89°-03'-24"W, along said north line, 5.00 feet;
thence N00°-25'-53"E, 197.44 feet;
thence N89°-34'-07"W, 25.00 feet;
thence N00°-25'-53"E, 41.42 feet;
thence N88°-39'-32"E, 29.01 feet;
thence N00°-25'-53"E, 370.19 feet;
thence N48°-11'-49"W, 40.00 feet to the Point of Beginning and the end of this description.

Containing 4,640 square feet of Grantor's property.

Parcel No.: 29

Grantor: 1338 North Taylor Drive LLC (Tax Key No.59281215902)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
March 30, 2012, revised June 8, 2012, revised February 3, 2014

VI

R. C. No. _____ - 13 - 14. By PUBLIC WORKS. May 19, 2014.

Your Committee to whom was referred R. O. No. 26-14-15 by the City Clerk submitting a communication from Alderperson Donohue from one of her constituents, Kathleen Doyle, who has expressed concerns regarding pesticide, herbicide and fertilizer use at various parks in the City; recommends that the Report of Officer be placed on file.

2

reg

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

3.10

R. O. No. 26 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a communication from Alderperson Donohue regarding issues from one of her constituents, Kathleen Doyle, 327 Niagara Ave., who has expressed concerns regarding pesticide, herbicide and fertilizer use at the Deland, Vollrath and Fountain Park parks in the City and is requesting that the City cease its use of these items as she feels it causes severe health problems and is a detriment to the city in general.

P.W.

file



City Clerk

Richards, Susan

From: Alderperson Mary Lynne Donohue
Sent: Thursday, April 17, 2014 8:12 PM
To: Richards, Susan
Cc: Kerlin, Joe
Subject: concerns of constituent Kathleen Doyle, 327 Niagara Avenue

Sue: I've been contacted by Ms. Doyle who expressed significant concerns regarding pesticide, herbicide and fertilizer use at the Deland, Vollrath and Fountain Park parks in the city. Ms. Doyle is very interested in having the City cease its use of these items as she feels it causes severe health problems and is a detriment to the city in general.

Could you have this referred to the appropriate committee for its review? I think that either Public Works or PP&S would be appropriate. I understand that Ms. Doyle would be notified when the matter is scheduled before the committee.

Many thanks,
Mary Lynne

Mary Lynne Donohue
Alderperson, District 4
920-458-1027

VII

2.30

* R. C. No. 33 - 14 - 15. By LAW AND LICENSING. May 19, 2014.

Your Committee to whom was referred, pursuant to R. C. No. 373-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License #0338 be granted contingent upon the application being corrected, and with a warning to include all violations on future applications.

*Consent
Hammond/Carlson
All 4 Ad*

_____ 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 19th day of May, 2014.

Dated May 21 2014. _____, City Clerk

Approved May 21 2014. _____, Mayor

I

Com. No. _____ - 14 - 15. May 19, 2014.

Submitting communications from Jim Reinl requesting "no parking" signs be removed in the alley for the rest of the year other than winter - across from Golden Harbor.

Presented to the Common Council by Alderperson _____
Donohue

pp 5

A PERSONAL NOTE FROM
James A. Reiml

MAY 12 '14 PM 3:08

Older woman,
another week losing 3 parking
spots here across from Golden
Harbor, with no work done.
IF alley would be open, it
would be a place to park for
a short time.

If you get a chance to
drive by - lots of room
now in alley. Thanks

Jim Reiml

5/8/14

(920) 395-2426 or

(920) 946-1480

would like "no parking" sign
down for rest of year other
than winter.

2014

Innovative Impressions



EP Direct

ep-directprinting.com

MAY 12 '14 PM 3:08

5/4/14

TO LYN DONOHUE
ALDERWOMAN

I'd like to ask you to
petition to TAKE DOWN "NO
PARKING" sign on the ALLEY.
all week long we lost 3
parking places to GOLDEN HAR-
BOR, (our work) they expect to
do. Nothing was done all
week. We couldn't park in
the alley BUT "NO PARKING"
FOR SUMMER we'd at least
like the sign down.
Please OK it out SOON (lots
of Room now. We need it

Jim
Reuil

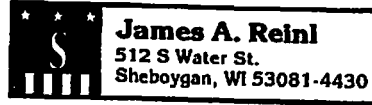


Fond du Lac
Sheboygan
Manitowoc
Green Bay
Beaver Dam
Fox Cities

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1.800.236.7515

II

R. O. No. _____ - 14 - 15. By CITY PLAN COMMISSION. May 19, 2014.

Your Commission to whom was referred Gen. Ord. No. 4-14-15 by Alderpersons Donohue, Matichek, Thiel, and Kath and R.O. No. 9-14-15 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of properties located at 1421 St. Clair Ave, 1417 St. Clair Ave, 1411 St. Clair Ave, 1132 N 14th St, 1126 N 14th St, 1124 N 14th St, 1120 N 14th St, and 1420 Erie Ave from NR-6 (Neighborhood Residential) to UC (Urban Commercial); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 13, 2014, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

*Lies over
to June 2nd.*

Director of Planning & Development

~~IX~~

6.4

Gen. Ord. No. 4 - 14 - 15. By Alderpersons Donohue, Matichek, Thiel and Kath. May 5, 2014.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of properties located at:

1421 St. Clair Ave.
1417 St. Clair Ave.
1411 St. Clair Ave.
1132 N. 14th St.
1126 N. 14th St.
1124 N. 14th St.
1120 N. 14th St.
1420 Erie Ave.

from Class NR-6 Neighborhood Residential to Class UC Urban Commercial Classification.

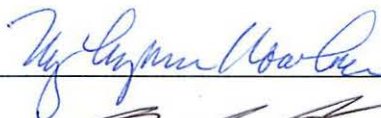
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

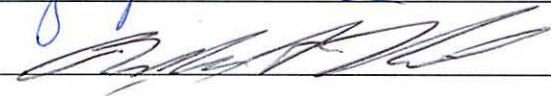
Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR-6 to Class UC Urban Classification:

Section 22, T15N, R23E. All of Lots, 1, 2, 3 and the east half of Lot 4, and the east 30' of the south 75' of Lot 9, in Blk. 82 of the Original Plat. Located in the SE ¼ of the NE ¼ of Section 22, T15N, R23E, in the City of Sheboygan, Sheboygan County, State of Wisconsin.

City Plan

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.



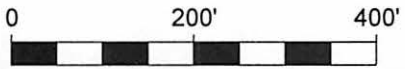
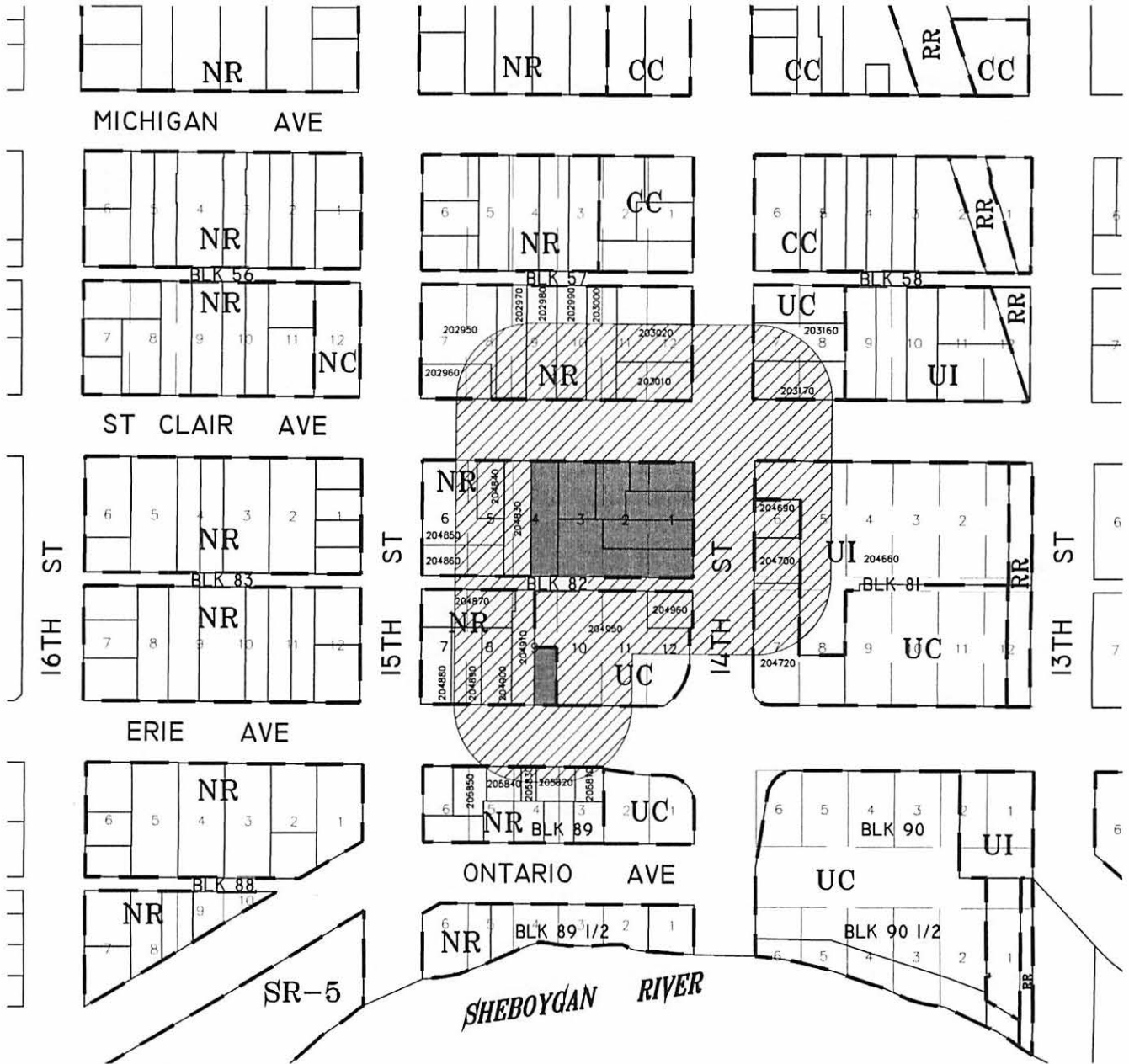


I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

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

PROPOSED ZONING CHANGE FROM NR TO UC SECTION 22, T. 15 N., R. 23 E.

ALL OF LOTS 1, 2, 3 AND THE EAST HALF OF LOT 4, AND THE EAST 30' OF THE SOUTH 75' OF LOT 9, IN BLOCK 82 OF THE ORIGINAL PLAT. LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN



III

3.20

R. O. No. 9 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting an application from TMC Wisconsin 2 LLC for a change in the zoning classification of properties located at:

- 1421 St. Clair Ave.
- 1417 St. Clair Ave.
- 1411 St. Clair Ave.
- 1132 N. 14th St.
- 1126 N. 14th St.
- 1124 N. 14th St.
- 1120 N. 14th St.
- 1420 Erie Ave.

from Class NR Neighborhood Residential-6 to Class UC Urban Commercial Classification.

City Plan

Susan Richards

City Clerk

MAP

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	<u>140508</u>
FILING FEE:	\$200.00 (Payable to City of Sheboygan)

Pd. 5/2/14

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: TMC Wisconsin 2 LLC PHONE NO.: (414) 298-8169

ADDRESS: _____ E-MAIL: rdonner@reinhardtlaw.com

OWNER OF SITE: See attached PHONE NO.: ()

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: See attached

LEGAL DESCRIPTION: _____

PARCEL NO. _____ MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: _____

PROPOSED ZONING DISTRICT CLASSIFICATION: _____

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____

Please see attached

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: _____

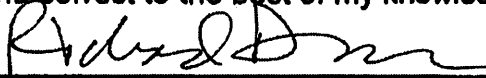
How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? _____

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Please see attached

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

5-1-2014

DATE

Richard Donner

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

City of Sheboygan - Application for Amendment of Official Zoning Map

1. **Applicant Information**

TMC Wisconsin 2 LLC, as successor in interest to G.B. Wisconsin 2, LLC
c/o Richard W. Donner
Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
414-298-8169
rdonner@reinhartlaw.com

2. **Description of the Subject Site**

Owners of Site	Phone #	Addresses of Properties	Parcel Nos.
Geidel Enterprises	414-640-7322	1421 St. Clair Avenue	59281204820
Melissa M. Grunow	920-912-1780	1417 St. Clair Avenue	59281204800
Ze Xiong & Mei Teng Vue	920-917-2457	1411 St. Clair Avenue	59281204790
Leslie J. Gannigan III	920-946-7814	1132 N. 14th Street	59281204780
Paul Zabel & Tracy Zabel	920-912-2150	1126 N. 14th Street	59281204770
Sunkleep LLC	920-918-6737	1124 N. 14th Street	59281204760
Darius S. Leavens	920-582-4737	1120 N. 14th Street	59281204750
Cesar A. Herrera	920-917-4276	1420 Erie Avenue	59281204920

Existing Zoning District Classification: Neighborhood Residential (NR-6)

Proposed Zoning District Classification: Urban Commercial (UC)

Brief Description of the Existing Operation or Use: Residential

Brief Description of the Proposed Operation or Use: Commercial, CVS proposes to develop the Site for use as an approximately 13,225 square foot community pharmacy for the neighborhood.

3. **Justification of the Proposed Zoning Map Amendment**

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

The proposed retail use as a CVS/Pharmacy is compatible with the neighborhood and consistent with the existing commercial use of surrounding lands along the 14th Street corridor. Operations at the Site, just as operations at other CVS sites across the country, will be of the highest quality. Landscaping, fencing and screening will significantly insulate commercial activity at the Site. On-site lighting and security will ensure that the Site is operated in a safe and protective manner. The Site will be professionally maintained with regular refuse removal and on-site maintenance and landscaping services. A professional staff, including pharmacists, will be employed at the Site. In addition, development of a CVS/Pharmacy at the Site will be an upgrade over the current

use and will enhance the neighborhood and promote other retail and commercial uses in the surrounding area.

Which of the following facts has arisen that are not properly addressed on the Official Zoning Map?

The proposed retail use as a CVS/Pharmacy is compatible with the neighborhood and consistent with the existing commercial use of surrounding lands along the 14th Street corridor.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The proposed retail use as a CVS/Pharmacy is compatible with the neighborhood and consistent with the existing commercial use of surrounding lands along the 14th Street corridor.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed zoning map amendment will strengthen and support an existing commercial district and promote the City's economic stability and growth, consistent with the goals and objectives of the City's Comprehensive Plan.

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 140508

License No: 0000

Date: 05/02/2014

Received By: CKL

Received From: TMC WISCONSIN 2 LLC

Memo: ZONING CHANGE

Method of Payment: \$200.00 Check No. 000553

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

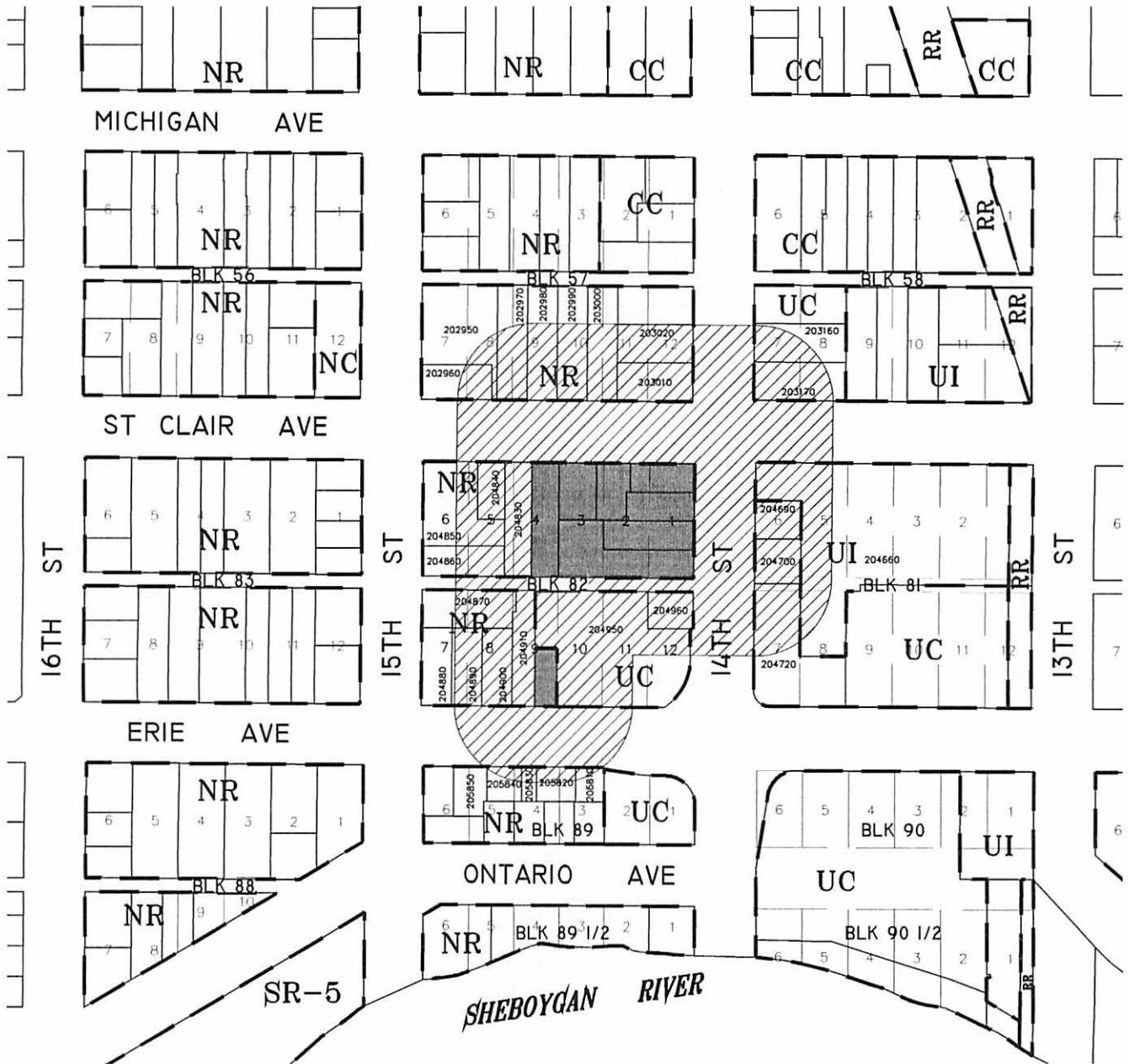
Pid	Situs Full	Situs City	Names Both	Owners Full Street	Owners City
<u>59281202950</u>		CITY OF SHEBOYGAN	KENNEDY, JAMES F DEBRA G	318 SUPERIOR AVE	SHEBOYGAN
<u>59281204840</u>		CITY OF SHEBOYGAN	S WI DIST LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
<u>59281204860</u>		CITY OF SHEBOYGAN	S WI DISTRICT LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
<u>59281205840</u>		CITY OF SHEBOYGAN	BUTCHER, ROBERT	320 ONTARIO AVE	SHEBOYGAN
<u>59281204720</u>	1107 N. 14TH ST.	CITY OF SHEBOYGAN	LONG, ROBERT/ PIZZA HUT	2120 PEWAUKEE RD SUITE 200	WAUKESHA
<u>59281204870</u>	1115 N. 15TH ST.	CITY OF SHEBOYGAN	WAGNER, LINDA M.	W6647 COUNTY ROAD Z	PLYMOUTH
<u>59281204700</u>	1119 N. 14TH ST.	CITY OF SHEBOYGAN	MC MULLEN, T. JOHN	N2050 COUNTY ROAD GW	CEDAR GROVE
<u>59281204690</u>	1123 N. 14TH ST.	CITY OF SHEBOYGAN	MC MULLEN, T. JOHN	N2050 COUNTY ROAD GW	CEDAR GROVE
<u>59281203170</u>	1203 N. 14TH ST.	CITY OF SHEBOYGAN	LEE, VANG	1203 N 14TH ST	SHEBOYGAN
<u>59281202960</u>	1203 N. 15TH ST.	CITY OF SHEBOYGAN	ARIAS, TOMAS H. SONIA E.	824 HUMBOLDT AVE	SHEBOYGAN
<u>59281203010</u>	1204 N. 14TH ST.	CITY OF SHEBOYGAN	SPRINGS HOMES LLC	309 BROADWAY ST	SHEBOYGAN FLS
<u>59281203160</u>	1209 N. 14TH ST.	CITY OF SHEBOYGAN	MEILAHN, RICHARD & KIM KRISTINE	370 PLAZA LN	PLYMOUTH
<u>59281203020</u>	1210 N. 14TH ST.	CITY OF SHEBOYGAN	ELLEFSON, KERMIT L. KATHLEEN M.	N7131 MELODY LN	SHEBOYGAN FLS
<u>59281204660</u>	1305 ST CLAIR AVE	CITY OF SHEBOYGAN	RCS EMPOWERS INC CENTER OF SHEB INC	1607 GEELE AVE	SHEBOYGAN
<u>59281203000</u>	1412 ST CLAIR AVE	CITY OF SHEBOYGAN	VUE, JOHN BEE & YIA THAO	1412 SAINT CLAIR AVE	SHEBOYGAN
<u>59281205810</u>	1413 ERIE AVE	CITY OF SHEBOYGAN	SCHAAL, GARRY M.	5417 LONG ACRE RD	SHEBOYGAN
<u>59281202990</u>	1416 ST CLAIR AVE	CITY OF SHEBOYGAN	SHAW, ERIC R & AMANDA A	1416 SAINT CLAIR AVE	SHEBOYGAN
<u>59281205820</u>	1417 ERIE AVE	CITY OF SHEBOYGAN	SCHAAL, GARRY M.	5417 LONG ACRE RD	SHEBOYGAN
<u>59281205830</u>	1421 ERIE AVE	CITY OF SHEBOYGAN	BUTCHER, ROBERT G	320 ONTARIO AVE	SHEBOYGAN
<u>59281204820</u>	1421 ST CLAIR AVE	CITY OF SHEBOYGAN	GEIDEL ENTERPRISES, LLC	907 N MAIN ST	WEST BEND
<u>59281202980</u>	1422 ST CLAIR AVE	CITY OF SHEBOYGAN	MUELLER, KENNETH A	1422 SAINT CLAIR AVE	SHEBOYGAN
<u>59281204910</u>	1424 ERIE AVE	CITY OF SHEBOYGAN	BREHER, THOMAS F	1424 ERIE AVE	SHEBOYGAN
<u>59281204830</u>	1425 ST CLAIR AVE	CITY OF SHEBOYGAN	BAILEY, TERRANCE M	1425 SAINT CLAIR AVE	SHEBOYGAN
<u>59281202970</u>	1426 ST CLAIR AVE	CITY OF SHEBOYGAN	JUNGE, RALPH	3833 S 15TH ST	SHEBOYGAN
<u>59281204900</u>	1428 ERIE AVE	CITY OF SHEBOYGAN	DICKMANN, SCOTT L.	PO BOX 602	JACKSON
<u>59281205850</u>	1429 ERIE AVE	CITY OF SHEBOYGAN	ECKWIELEN, BRADLEY/WENDY	409 S 11TH ST	OOSTBURG
<u>59281204890</u>	1430 ERIE AVE	CITY OF SHEBOYGAN	BAT HOLDINGS TWO LLC	1112 PRICE AVE	COLUMBIA
<u>59281204850</u>	1431 ST CLAIR AVE	CITY OF SHEBOYGAN	S WI DIST LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
<u>59281204880</u>	1436 ERIE AVE	CITY OF SHEBOYGAN	BERTHIAUME, SCOTT R. JULIET C.	1201 SAINT CLAIR AVE	SHEBOYGAN

Owners State Owners Zip

WI	53081-2850
WI	53222-1920
WI	53222-1920
WI	53081-4134
WI	53188-2491
WI	53073-3918
WI	53013-1128
WI	53013-1128
WI	53081-3214
WI	53081-6822
WI	53085-1315
WI	53073-4288
WI	53085-2016
WI	53083-4668
WI	53081-3236
WI	53083-3414
WI	53081-3236
WI	53083-3414
WI	53081-4134
WI	53090-2561
WI	53081-3236
WI	53081-3204
WI	53081-3235
WI	53081-7129
WI	53037-0602
WI	53070-1345
SC	29201-1860
WI	53222-1920
WI	53081-3327

PROPOSED ZONING CHANGE FROM NR TO UC SECTION 22, T. 15 N., R. 23 E.

ALL OF LOTS 1, 2, 3 AND THE EAST HALF OF LOT 4, AND THE EAST 30' OF THE SOUTH 75' OF LOT 9, IN BLOCK 82 OF THE ORIGINAL PLAT. LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN



REAL ESTATE PURCHASE AGREEMENT
(Grunow)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between Melissa M. Grunow (the "Seller"), and G. B. Wisconsin 2, LLC, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .086 acres located at 1417 St. Clair Avenue in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Grunow" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204800.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be _____ (the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

- (i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.
- (ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

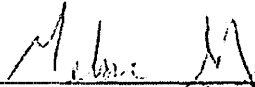
D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the

SELLER:

By: 
Melissa M. Grunow

Date Executed: 1-22-14

Address: 1417 St. Clair Avenue
Sheboygan, WI 53081

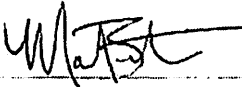
Phone: (920) 912-1780

E-mail grunow24025@gotoltc.edu

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By:  _____

Printed: Mark Bettenhausen

Title: VP of Real Estate Development

Date Executed: _____

**Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate**

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Ze Xiong and Mai Teng Vue)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between Ze Xiong and Mai Teng Vue (together jointly and severally the "Seller"), and G. B. Wisconsin 2, LLC, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .07 acres located at 1411 N. St. Clair Avenue in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property. Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Xiong/Vue" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204790.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be (the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

- (i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.
- (ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

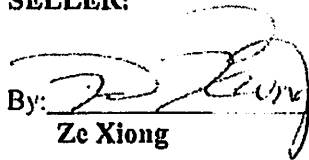
D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

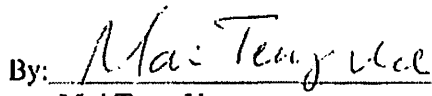
F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the

SELLER:

By: 
Ze Xiong

Date Executed: 11-22-13

By: 
Mai Teng Vue

Date Executed: 11 22 13

Address: 3202 N. 25th Street
Sheboygan, WI 53083-2771

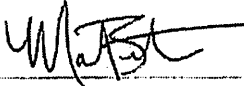
Phone: (920) 917-2157

E-mail: zexiong@hotmail.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By:  _____

Printed: Mark Bettenhausen
VP of Real Estate Development

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Gannigan)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between Leslie J. Gannigan III (the "Seller"), and G. B. Wisconsin 2, LLC, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .074 acres located at 1132 N. 14th Street in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Gannigan" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204780.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be ` (the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

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- (i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.
- (ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an “Extension” and collectively the “Extensions”) by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (individually an “Additional Deposit” and collectively the “Additional Deposits”) which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer’s efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the “Closing”). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller’s consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer’s obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer’s right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller’s execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer’s purchase of the Property is part of a development plan that includes Buyer’s purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the “Additional Parcels”). The Property and the Additional Parcels are collectively described hereunder as the

Revised - Rec'd 12/25/13

SELLER:

By 
Leslie J. Gannigan III

Date Executed: Dec. 21, 2013

Address: N9123 Belgian Road
Elkhart Lake, WI 53020

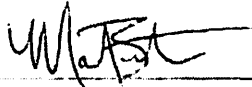
Phone: (920) 946-7814

E-mail clgannigan@tds.net

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By:  _____

Printed: Mark Bettenhausen
VP of Real Estate Development

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Zabel)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between Paul Zabel and Tracy Zabel (together jointly and severally the "Seller"), and G. B. Wisconsin 2, LLC, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .079 acres located at 1126 N. 14th Street in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Zabel" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204770.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

- (i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.
- (ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for up to three (3) additional periods of thirty (30) days each (individually an "Extension" and

collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

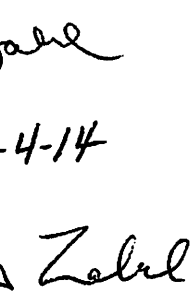
F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the "Development Site". Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligations under this Agreement are contingent on and subject to Buyer closing on the

SELLER:

By: 
Paul Zabel

Date Executed: 2-4-14

By: 
Tracy Zabel

Date Executed: 2-4-14

Address: 2507 N. 40th Street
Sheboygan, WI 53083

Phone: (920) 912-2150

E-mail: lisadarr@hillcrestbuilders.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By: 

Printed: Mark Bettenhausen
VP of Real Estate Development

Title:

Date Executed:

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(White/Sunkleep, LLC)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between Sunkleep LLC, a Wisconsin limited liability company (the "Seller"), and G. B. Wisconsin 2, LLC, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .10 acres located at 1124 N. 14th Street, in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "White" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204760.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

- (i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.
- (ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days. Also, notwithstanding the foregoing, Buyer agrees that it will give Seller notice of the date of the Closing at least ninety (90) days prior thereto, in order to allow Seller to arrange to have any tenants it has vacate the Property before the Closing.

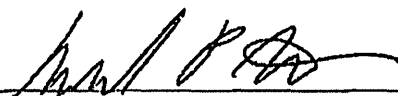
E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are

SELLER:

**Sunkleep LLC,
a Wisconsin limited liability company**

By: 

Printed: MICHAEL P WHITE

Title: MEMBER

Date Executed: 02-23-2014

Address: Sunkleep LLC
Attn: Michael White
1403 Logan Avenue
Sheboygan, WI 53083-4704

Phone: (920) 918-6737

E-mail mike@sunkleep.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By:  _____

Printed: Mark Bettenhausen
VP of Real Estate Development

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Leavens)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Darius S. Leavens** (the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .21 acres located at 1120 N. 14th Street in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Leavens" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204750.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be _____
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

- (i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.
- (ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an “Extension” and collectively the “Extensions”) by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional non-refundable (except in the event of a Seller default) earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (individually an “Additional Deposit” and collectively the “Additional Deposits”) which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C (and such is not a result of a default by Seller), the Earnest Money shall be paid to Seller. Seller shall cooperate in good faith with Buyer to facilitate Buyer’s efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

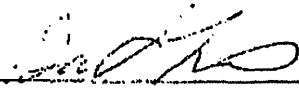
D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the “Closing”). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller’s consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer’s obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer’s right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller’s execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer’s purchase of the Property is part of a development plan that includes Buyer’s purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the “Additional Parcels”). The Property and the Additional Parcels are collectively described hereunder as the

SELLER:

By: 

Darius Leavens

Date Executed: 3-5-2014

Address: 30 S. 6th Street
Winneconne, WI 54986-9325


Phone: (920) 582-4737

E-mail dariusleavens@gmail.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By:  _____

Printed: Mark Bettenhausen
VP of Real Estate Development

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Herrera)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between Cesar A. Herrera (the "Seller"), and G. B. Wisconsin 2, LLC, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .05 acres located at 1420 Erie Avenue in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Herrera" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204920.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be .
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

NOTES
20 01/2
PAGE 2

- (i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.
- (ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an “Extension” and collectively the “Extensions”) by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) (individually an “Additional Deposit” and collectively the “Additional Deposits”) which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer’s efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the “Closing”). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right to assign its interest in this Agreement, in Buyer’s sole and absolute discretion, for the benefit of an entity affiliated with CVS Caremark Corporation (“CVS”), provided, however, Buyer shall not have the right to assign its interest in this Agreement to any other party without the prior written consent of Seller. In the event of any assignment by Buyer (whether permitted by right or with Seller’s consent), Seller agrees to execute any written assignment to acknowledge same. Any entity resulting from a merger with CVS shall not be considered an assignee and shall be entitled to all rights, title, and interest of CVS as permitted in this Agreement without any further consent of Seller. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer’s obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer’s right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller’s execution thereof shall constitute an additional Condition.

SELLER:

By: Cesar Herrera
Cesar Herrera

Date Executed: 01-30-2014

Address: 522 S. 14th Street
Sheboygan, WI 53081-4330


Phone: (920) 917-4276 or (917) 254-2243

E-mail samianasar@yahoo.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By:  _____

Printed: **Mark Bettenhausen**
VP of Real Estate Development _____

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

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R. O. No. _____ - 14 - 15. By LIBRARY DIRECTOR. May 19, 2014.

Submitting the Mead Public Library Annual Report for 2013.

Finance

Library Director

MAY 9 '14 PM 12:07



MEAD
PUBLIC LIBRARY

ANNUAL REPORT
for
2013

2013 MEAD PUBLIC LIBRARY ANNUAL REPORT

GARRETT ERICKSON, LIBRARY DIRECTOR

2013 was a year of change at the Mead Public Library. Sharon Winkle retired at the end of January, after serving as library director for 22 years. Karin Menzer, Youth Services manager, then served over four months as interim library director while the Board of Trustees conducted a search for a new director. I was offered the library director position in May and started in my new role on June 10.

I was immediately immersed in formulating a difficult budget with input from various library stakeholders. In February, the library was asked to accept a \$71,312 decrease in city appropriations compared to 2012. We also lost \$46,345 in reimbursements from Sheboygan and Ozaukee Counties due to decreased borrowing by residents of municipalities without libraries. Finally, we were asked to not use reserve funds to pay for ongoing operations, as had been done in the past. In the final version of the 2014 library budget, our expenditures were reduced by \$146,348 (4.6 percent) compared to the previous year.

To cut \$146,348, we made difficult choices: Reducing the maintenance staff by two full-time positions and the circulation staff by one FTE (full-time equivalent) position; not offering pay increases, cost of living increases or merit pay increases to employees; and requiring three furlough days for each library employee. These decisions were extremely difficult and I hope we do not have to repeat this course of action again.

In September, we formed the process improvement team to search for efficiency improvements and to standardize services and processes. I sponsored the group while asking Diane Kallas to serve as the facilitator. Diane's team had many areas to study, collect data, and in some cases, make recommendations to the management team. The process improvement team collects data, but the actual decision-making is still left to the managers. By the end of 2013, the team determined how long it took for materials returned by borrowers to be back on shelves available for checkout, and also how long it took new materials to move from "loading dock to shelf." The team was also instrumental in simplifying new library card registration so that a patron with appropriate ID receives a library card immediately instead of waiting for the card to be sent through the mail. In 2014, this group will study a variety of potential improvements including placing materials

that are “on hold” in a public area for “self-serve” pickup. This change would allow staff at Customer Service to spend more time with patrons needing assistance with accounts and also would make picking up a “hold” faster and more private.

From August through November, the Library Board approved three changes to the Table of Organization which will thoroughly transform the organization in 2014.

First, as part of the final 2014 budget approved in August, we reduced the number of staff members by three FTE and reassigned some responsibilities. For example, tasks formerly assigned to the maintenance department, such as opening and closing the building and making sure patrons leave the building at closing, now are performed by other staff members.

In October, the Library Board approved another change to the Table of Organization due to the retirement of Deputy Director Mark Zehfus at the end of the year. Rather than maintaining the position of Deputy Director, the position was changed to a Business Specialist with a focus on financial matters as well as limited human resource responsibility. Debbie DeAmico was hired as the new Business Specialist in December 2013.

Finally, the Library Board approved a third change to the Table of Organization in November, after Youth Services Manager Karin Menzer announced she would retire in early 2014. This third revision will have the most wide-ranging impact because five internal teams will be combined into three teams. All staff members who work with the public will now report to a new Public Services Manager position. Staff members who work in support positions, including processing and shelving materials, plus maintenance and Information Technology, will report to Diane Kallas in her new role as Support Services Manager. The changes are intended to break down barriers in communication among staff members, standardize the way we operate throughout the organization, and allow for cross-training and more flexibility in staffing. It also will “flatten” the organization so staff members can make more day-to-day decisions on their own. The Public Services Manager position was advertised nationally in order to find the strongest possible candidate.

Finally, in the fall of 2013, the Library Board began meeting to update the organization’s strategic plan. At its December meeting, the Library Board approved this new Mission Statement:

“The Mead Public Library provides quality services, resources and lifelong learning opportunities to meet the needs and interests of its diverse community.”

And this new Vision:

“Enrich, Educate, Connect, Create, Inspire.”

In early 2014, the Library Board intends to finalize the remainder of the Strategic Plan with a complete list of broad goals and measureable objectives. These goals and objectives are intended to move the library into the future while giving staff guidance on day-to-day priorities.

Moving forward, I believe that widening our programming through collaboration is the key

to strengthening our role in the community. In the past, public libraries tended to only offer classes related to literature, or in recent years, classes in technology. These programs were primarily taught by librarians and were in some way related to books. While this type of programming is still very important, not everyone in the community was interested in these topics. We are re-focusing the organization on the concept of lifelong learning, meaning any topic that our citizens are interested in. This means the role of the librarian will change from being an instructor to one of being a facilitator. I am excited to see the outcome of these changes in our organization, and in other public libraries as well. I am also excited to be part of a great team assembled here at the Mead Public Library!

ADULT SERVICES

DEBBRA VOSS, MANAGER

2013 eclipsed previous years in the demands placed on staff to adjust to an ever-changing work environment. We said goodbye to Library Director Sharon Winkle at the beginning of February, worked with an interim director for most of the first half of the year, and then by mid-June began working with a new library director. The Adult Services Department staff once again pulled together to maintain the day-to-day operations and services of this department during this shift in upper management.

Programming continued to be an important service provided to customers. We did a trial of several genre specific book discussion groups to see if we needed to broaden the selection for our customers by including science fiction, romance, and horror. Similarly, we expanded programming to demonstrate new technologies and provide hands-on experience. This included programs on Twitter, LinkedIn, Pinterest, Facebook, and Skype. Programs on basic computer skills and downloading e-content continued on a regular basis. We offered over 150 programs, including some very interesting ones like "Found Space Shakespeare," "100K Poets for Change," "Women of Block 12," and a live-stream of "Dan Brown at Lincoln Center." Although the primary sources of funding were donations and grants, many of the book discussion groups, technology programs, and the film series would not have been possible without the dedicated support of so many wonderful and knowledgeable volunteers.

Outreach programming included the long-standing nursing home and home delivery programs, a collaboration with the Sheboygan County Affordable Care Act Task Force, several workshops and tours for the Sheboygan County Literacy Council's tutors, a tour for Lakeshore Technical College's English language learners, and instructional demonstrations and tours for several local school classes.

Reference continued to play a vital role. To better serve our library patrons, librarians have kept up with ever-changing trends of computer hardware and software and electronic resources and databases. We assist and educate library patrons who have a broad range of knowledge and experience. This may include teaching basic computer skills so that someone can fill out an online job application, assisting a college student with search

strategies and suggesting available resources for a research paper, or helping a patron locate vital information for starting a business.

The fifth Sheboygan Reads program featured Milwaukee native Carrie Bebris, author of the “Mr. and Mrs. Darcy” mystery series featuring Jane Austen’s characters. Events included a tea party with the author of “Tea with Jane Austen,” a dramatic performance titled “Jane Austen Speaks,” a regency handwriting workshop, a lesson in English Country Dancing, a presentation on British Naval History, and two programs with Carrie Bebris: a writing workshop and a presentation about her book. In addition, the library hosted a Jane Austen film festival and a book discussion group. The 2013 Sheboygan Reads attempted a greater number of programs and a less well-known author than in previous years. While the programs were excellent, going forward, we are likely to favor a visit by an author who is not genre-specific in the hope of appealing to a wider audience. However, the link to Jane Austen did allow the library to greatly expand its collection of Austen books and DVDs, to the benefit of our patrons for years to come. The Mead Public Library Foundation sponsored Sheboygan Reads.

Mead Library purchased Collection HQ in late 2013. This collection management program allows libraries to use sophisticated analytic tools to improve decisions regarding selecting and managing library collections. We are looking forward to using this new tool in 2014.

These activities and services provide only a snapshot of the day-to-day operation of the Adult Services Department. As in previous years, a special thanks to the Adult Services staff for their continued dedication in providing excellent reference, reader’s advisory assistance, and technology support to our library patrons.

This will be the last annual report for Adult Services as a department. The new Table of Organization instead creates a new team structure for Public Services and Support Services. As a result of this change, this will also be my last annual report as I take on new duties within the organization. To borrow Edward R. Murrow’s sign-off: “Good Night, and Good Luck.”

CIRCULATION AND TECHNICAL SERVICES

DIANE KALLAS, MANAGER

In 2013 we said good-bye to our former library director, Sharon Winkle, and wished her well in her retirement. Many of us in these two work groups were here during Sharon’s entire tenure at Mead, and thank her for her leadership and support during those 22 years! She guided us through the building remodeling project and into the digital age—both major transformations for Mead.

We thanked Karin Menzer for providing leadership as the interim director until our new director, Garrett Erickson, arrived in June. Garrett brought with him a new vision for the

Library which will, once again, bring about some major transformations.

Though not much changed in Circulation and Technical Services in 2013, we did begin preparation for things to come in the next year. Garrett introduced us to Six Sigma and Lean, and asked us to form a team to study our workflows with an eye toward making recommendations for improving processes and ultimately, the entire customer service experience. As a result, the Circulation staff developed ideas for streamlining the library card registration process. The Technical Services group began studies on invoicing and processing of new materials.

A review of our 2013 statistics reveals over 700,000 items were checked out at Mead this past year, with approximately 62 percent checked out at the self-check units. A software upgrade enabled us to offer e-mailed checkout receipts to patrons, and the ability to see a calculation of accrued late fees online for overdue items not yet returned.

We were grateful for the assistance of our dedicated "pick list" volunteers as they joined our pages in locating items requested for pick-up. Over 100,000 trips to the shelves were made in search of these items.

The demand for Interlibrary Loan items remained high as Mead continued to offer patron-initiated requests online via the WISCAT link on our website. We received 4,818 items for our customers and sent out 6,158 items requested by patrons of Wisconsin libraries that are not members of the Eastern Shores Library System.

The volume of incoming new materials remained steady in 2013, as our Technical Services staff received and processed 25,627 items. A new workflow for ordering, combined with a new method of prioritizing items for processing, created a steadier, more diversified output of materials. We were fortunate to have a wonderful, experienced volunteer assigned to help us with processing!

As I anticipate my new role as manager of Support Services in 2014, I realize with some sadness that this is the last time I will report for the Circulation staff as their manager. They are an amazing group of people who value quality and strive to achieve customer satisfaction in all their work. Outstanding employees and wonderful friends, it's been a privilege and an honor to work with them!

INFORMATION TECHNOLOGY

DALE GORT, INFORMATION TECHNOLOGY SPECIALIST

In 2013, 13 new laptops were purchased to create a portable lab for use by the staff and for staff-assisted programs. They've been used for proctoring exams; for programs to introduce computers to patrons, downloading e-books and audiobooks, learning Skype and coding for microcontrollers; and to assist with Affordable Care Act enrollment sessions.

Our WiFi system, available free to library patrons, was upgraded with new access points

throughout the building. The access points now can be controlled at a server at Eastern Shores Library System headquarters. Software problems have prevented us from being able to monitor this ourselves. We still are not able to obtain certain statistics on WiFi use, but we hope that will be accomplished in early 2014.

A major upgrade in bandwidth for staff Internet use took place late in the year. Replacing a copper 3 MBPS (megabits per second using two T1 lines) with fiber at 20 MBPS has proved to be extremely beneficial for our continued demands for bandwidth.

I also participated in the set-up of collectionHQ to assist us in collection development and maintenance.

PUBLIC RELATIONS

HELENE CAPIZZI, PUBLIC INFORMATION SPECIALIST

Much stays the same, but some things change! Newsletters, signs, flyers, exhibits...most public information projects were similar to previous years.

But, as is true for nearly everyone who works in marketing and promotion today, we continue to move forward in taking advantage of opportunities to increase our use of digital media. While we have not eliminated any of our traditional "paper and ink" ways of communicating, we continue to expand our use of digital services. This helps us reach new groups of people and usually offers the advantage of lower cost.

Our e-newsletter, Facebook, and Twitter have all shown increases in the number of users. Beginning in the middle of 2013, I made a concerted effort to post on Facebook at least 10 times a week. The number of followers went from 500 on June 3, 2013 to 610 on December 31, 2013, an increase of over 20 percent in six months. Our most popular post so far occurred in early January 2014, when we posted a photo of the "retired" children's room kangaroo mascot. Dozens of people shared the post and joined in on guessing her name (which also caused an uptick in reference questions that week!). And over 4,950 people saw the post!

We did see a slight decrease in the number of visits to our website. Some of the decrease is likely due to decreased use of our public Internet computers (which use our website as the "start" screen). Another factor may be that our current website does not offer the best user experience to those on a mobile device, particularly a smartphone. About 10 percent of our website visits now originate from smartphones and another 12 percent from other mobile devices. But those numbers likely could be even higher if our website were more "mobile friendly," particularly as more public school students have easy access to iPads and Chromebooks. That is a project that we began in 2013 by migrating to a newer version of our website content management system, and will continue in 2014 by incorporating features that will give our mobile device users a better experience when using our website.

YOUTH SERVICES

KARIN MENZER, MANAGER

A dream came true in 2013 with the completion of the Mead Children's Activity Room. With funding from the Mead Public Library Foundation and the Bemis Family Foundation, the former Mead Reading Room has become a wonderful space for all kinds of hands-on activities for children. The transformation was completed in time for the fall programming schedule to include a variety of new programs such as Art4Fun and a LEGO Club. It also provides a place for crafts and projects following storytimes.

During 2013 Youth Services applied for and received two grants in support of two recently developed programs. The Kohler Foundation became the sponsors of the Art4Fun series. This series, led by art teacher Mary Tooley, invites children to learn about a world culture and complete an art project related to the culture. The "1000 Books Before Kindergarten" early literacy program received a \$250 grant from the Department of Public Instruction and also \$500 from the Sheboygan Optimist Club. The funds are used to purchase books and other small prizes to be given to participants as incentives for reading

The biggest event of the year was the Sheboygan Children's Book Festival in October. More than 1,000 people attended events at Mead Public Library during the weekend festival. Mead Public Library, along with the John Michael Kohler Arts Center and Bookworm Gardens, are the primary venues for the festival programs. The 2013 festival included a celebration of the 75th anniversary of the Caldecott Medal and featured five Caldecott awardees in its programming. Among the major sponsors for this event is the Mead Public Library Foundation.

Our other major endeavor is the annual summer library program. The 2013 program for children featured the theme "Dig into Reading," and 1,558 children did just that. Children who read for at least five hours received a book sponsored by the Friends of Mead Public Library. Younger children who had books read to them also received books sponsored by Thrivent Financial for Lutherans. In early June nearly 400 people attended the summer library program kick-off carnival. Summer Library Program outreach in the community was provided through a Department of Public Instruction grant which provided a VISTA volunteer who visited summer schools, daycares and community free lunch sites to register children for the summer library program.

The Acuity Cool Picks summer library program for teens had 611 members who turned in 2,184 book reports over the summer. ACUITY, the primary sponsor for this program since 2006, provided \$7,500 in funds (via the Mead Public Library Foundation). ACUITY also hosts a kick-off carnival at ACUITY headquarters which was attended by 183 teens in 2013. Attendance at other teen summer programs was at an all-time high with an attendance of 1,214 at movie, gaming and other programs.

Additional children's programs of note in 2013 included a series of storytimes in the Spanish language presented by volunteer Dana Morales on select Saturday mornings, the monthly LEGO Club which is extremely popular, and Star Wars Reads day attended by over 160 fans, including many in costume. In general the number of programs and the

attendance at programs was up, and 4,213 children and their families attended storytimes in 2013, up by 812 from 2012. Youth Services presented more than 200 other programs in 2013 with attendance of more than 7,000.

Sadly, our darling library hamster, Corduroy, died early in 2013. By the end of the year we had not one but two pets to amuse library visitors. Fancy Nancy, a brown and white hamster, was adopted during the summer but she soon had to share the limelight with a little white mouse who was found wandering the library parking lot. His story was a hit on Mead's Facebook page and we held a contest to name him. Stuart Little, after the book character in E. B. White's beloved children's book, won out.

This will be my final annual report as I am retiring early in 2014. It has been my great pleasure to work in Youth Services at this library for the last 30 years. The changes over the years are too many to recount, but these changes have allowed us to improve service in so many ways. One constant has always been the wonderful people I've worked with throughout the organization and especially in Youth Services. I've appreciated working beside you all! Now I'll look forward to standing on the customer side of the desk.

VOLUNTEER SERVICES

PAT MUELLER

Volunteers: Valued for their service

For Gail Wallace being cheerful comes naturally. An asset most anywhere, anytime, and especially appreciated as a Mead Public Library volunteer, she has been volunteering at the library since 2012. On our behalf, Gail selects books and other materials for our nursing home customers. Once a month, on a Saturday, she also delivers the items to individuals and to nursing homes. Gail's positive attitude represents our volunteers at Mead Public Library.

Through the Volunteer Services Department, 30 people were recruited and provided an orientation/tour to begin their volunteer assignments at the library. Volunteer assignments include: verifying the order and straightening items in our collections, Maas Teen Center monitor, customer service volunteers, cleaning our public computers, clerical responsibilities, locating books/items from a reserved list, teaching our customers basic computer skills and e-book access, processing new books, and helping at special events sponsored by the library.

On an ongoing weekly basis we have 60 people who give us their time, talent, and hard work to volunteer. This number includes Mead volunteers and Friends members who provide service hours.

Volunteer applications from teenagers (14-17) are accepted year 'round. Teen volunteers verify, straighten, and dust our collections in the Youth Services areas. Additionally, teen

8.

volunteers clean our public computers and also help at events for young people.

As a community outreach we have established working relationships with Horizons4Girls, the Department of Vocational Rehabilitation, and New Curative to have a mutually beneficial arrangement for teens and adults to have a job coaching/volunteer experience at Mead Public Library.

Mead Public Library is a partner member of the Sheboygan Volunteer Center. This organization provides assistance with volunteer recruitment and peer-group continuing education opportunities pertinent to volunteering. Through the Volunteer Center, the library participated in "Day of Caring" which featured 420 people devoted to a day of volunteering in the community. At the library we had four volunteers who dusted our library shelves and accomplished outside litter clean-up from our building to City Hall. Also through the partnership of the Sheboygan Volunteer Center we have had numerous corporate volunteers at the library from the Kohler Co. and other businesses.

MEAD PUBLIC LIBRARY FOUNDATION

BERNIE MARKEVITCH, PRESIDENT

The Mead Public Library Foundation's mission is: "To benefit the community by raising, managing, and distributing funds to enhance the services, collections, and facilities of the library and to increase public awareness of the library's needs and services."

Our Foundation is a tax-exempt organization that is dedicated to providing financial support to the Library. Generous contributions to the Foundation supplement, but do not replace, public funding. Contributions may be specifically designated and are not used for basic operating expenses of the Library.

The Foundation Board members continue to oversee the investment, management and distribution of its operating, investment, and income accounts. They strive to assure the Foundation investments benefit from active management of the monies for which the Foundation Board is responsible.

The Renaissance Society of the Mead Public Library Foundation has 316 memberships whose financial contributions support the Endowment fund. In 2013, nine household (16) new members joined the Renaissance Society. Renaissance Society members recognized as Patrons for cumulative gifts of \$25,000 and more are Ruth De Young Kohler, Dr. Jerome Maas, Dr. Roy G. Mersch, Barbara Schreiber, and Leone Schoen. Annually, Renaissance Society members are invited to the Foundation's Yuletide Gala. The event features fellowship, food, refreshments, and brief speeches to recognize its donors and the accomplishments of the organization. A new recognition display was installed on the first floor to honor Renaissance Society donors.

A restricted gift from the estate of Dr. Jerome Maas in 2004 established the Maas Endowment Fund. Dr. Maas requested earnings from the investment of his gift be used to

fund expansion of youth services at the Library. The balance of this fund at the end of 2013 was just over \$1.2 million. The Foundation Board committed \$14,000 from the Maas Income Fund for the renovation to complete the Children's Activity Center.

The balance of the Endowment Fund at the end of 2013 was \$1,360,800, including an additional \$6,735 that was received during the year. The Directors continue to ensure only the earnings from the investment of the monies are used to further the Foundation's mission. The Endowment Income Fund balance at the end of 2013 was \$50,841.

The Mead Public Library Foundation's Operating Account includes funds for basic operating expenses of the Foundation and funds restricted to designated purposes. The designated monetary gifts in 2013 totaled \$83,400, and this amount includes the annual Weill Charitable Fund donation of \$75,000 used as our Centennial Building project payment to the City of Sheboygan for the library's expansion during 1997. Another example of an Operating Account restricted donation was the Walter J. Heinrich Memorial restricted to buying books for the library, and supported with matching funds from Alliant Energy Foundation. The Mead Public Library Foundation's Operating Account had a year-end balance of \$60,936.

2013 Review of Accomplishments

Thank you to the generous donors to the Mead Public Library Foundation who support the library's facility, programs, collections, and technology initiatives. The following are a few successful effort by the members of the Mead Public Library Foundation Board:

"Brainfuse and Homework Help Center." A \$10,000 grant to the Foundation supports this program that is centered in the Maas Teen Learning Center. "Brainfuse" is an online program with live tutors. Mead also provides the services of an adult coach to assist teens in learning to use this service. Brainfuse also offers teens, and also adults, test preparation, homework help, writing assistance, computer skills, resume writing, preparing for general education degree, and U.S. citizenship tests.

Mead Children's Activity Room. The Foundation allocated \$14,000 to remodel the former Mead Room to a space created especially for children to express their creativity. The newly remodeled Children's Activity Room is suitable for children creating art and projects worthy of Mom and Dad to post on the family's refrigerator door.

"Sheboygan Reads." The Mead Public Library Foundation is the financial sponsor of our "Sheboygan Reads" program. The funding of \$7,000 was used to purchase books written by the featured author and by Jane Austen, movie licenses, stipends, program expenses, and publicity costs.

"Sheboygan Children's Book Festival." The Foundation, as one of many sponsors, contributed \$5,000 to the event which informed, educated, and entertained an estimated 5,500 people through events at Mead Public Library, the John Michael Kohler Arts Center, Bookworm Gardens, and through authors visiting schools.

"Acuity Cool Picks." For the eighth year, the Acuity Charitable Foundation, Inc., through

the Mead Public Library Foundation, sponsored the "Acuity Cool Picks" Summer Reading program targeting young adult reading development and retention. Local teens checked out nearly 10,000 items from the library during the program.

Bernard Markevitch continued his third term as President of the Foundation Board of Directors. Garrett Erickson began his service during June as the new Library Director and serves as secretary of the Foundation Board of Directors.

Directors and officers of the Foundation Board for 2013 were Bernard Markevitch, president; Kathie Norman, vice-president; Konrad Testwuide, treasurer; Eldon Bohrofen, assistant treasurer; Garrett Erickson, secretary; Judy Biederwolf, Barbara Gruber, William Holbrook, Eleanor Jung, Barbara Knauf, Carol Kolzow, Pat Mahlendorf, Sheri Murphy, and Maeve Quinn.

The dedication, service, and contributions of all Directors on the Foundation Board as well as our donors who advocate for the future of the Mead Public Library is appreciated.

FRIENDS OF MEAD PUBLIC LIBRARY

JUDY BIEDERWOLF, PRESIDENT

Membership in the Friends of Mead Public Library (FMPL) is an impressive 215 men and women dedicated to providing volunteer service hours, financial support, and advocacy on behalf of the library. Members of the Friends volunteered 1,984 service hours during 2013. New members to the organization are always welcome.

During 2013, the Friends welcomed Joan King and Judy Van Calligan as new members of the organization's Board of Directors.

The FMPL annual meeting was held on April 13, 2013 with approximately 45 members present. The following board members were elected to two-year terms expiring in 2015: Judy Biederwolf, Dodie Kolb, Nancy Lewis, Mary Mitch, Sharon Quicker, and Sarah Stoll.

Jim Carey, Sheboygan author, was the featured speaker, and he talked about his novel, "Echoes from Home." A social time and refreshments followed the meeting. A flower centerpiece created by Donna Mae Ringel was awarded as a door prize.

Friends 2013 Fund-raising and Donations

Each week between six and 14 volunteers report to the library to unpack, categorize, and price books that have been discarded by the library and books that have been donated by the public. Beginning in March 2013, Friends members staff the BookStore (on the first floor of the library) at various times to assist customers with their purchases. Annually, two to three multi-day book sales are held in the Rocca Meeting room and open to the general public. In addition, some books are sold through an online service. The 2013 totals are: BookStore, \$3,146; book sales, \$4,395; online sale, \$250.

Members of FMPL maintain the library's Art-o-Mat machine, a vintage cigarette vending machine that dispenses original works of art and jewelry for \$5. Mead library is one of only three Art-o-Mat locations in Wisconsin.

The ninth annual "Dinner with Friends" was a sold-out success, likely due to the after-dinner entertainment offered by John McGivern, an award-winning comedic storyteller. The event was held at Grace Episcopal Church. Bernie Markevitch takes the lead in planning and preparing the meal while members of the Friends help with food preparation and serving. Thank you to Bernie. We couldn't do this without his contribution of time and talent. The \$2,500 profit from this year's event will help fund public programs at Mead Library during 2014.

Members of the Friends again catered the Mead Public Library Foundation's Yuletide Gala, and used the \$1,000 profit from this event to benefit Mead Library.

A donation of \$1,500 was presented to Mead Public Library to purchase "a book to keep" for each child who read five hours in the Reading Club or Read-to-Me Club. An additional donation of \$160 was spent on bus rides for participants in the Summer Library Program.

Again this year, the Friends Board of Directors approved a donation of \$5,000 to the library for adult and children's programming. An additional \$1,850 was donated to purchase books for book discussion groups at the library.

A check for \$1,500 was presented to Mead Library to pay for the required license to show films at the library. Film programs are offered for children, teens and adults with the FMPL hosting the movies for adults throughout the year. Dodie Kolb, Audrey Kruger, and Marion Wheaton coordinate the Friends film programs.

Special Events

Donna Mae Ringel, Friends board member, coordinates a project during National Library Week in April to honor the staff at Mead Library. Each staff member receives a gift of chocolate from the Friends with a creative, fun message attached.

Members from the Friends volunteered at the Sheboygan Children's Book Festival which is held annually in October. Their volunteer assignments included reception at our information area, introducing authors before their presentations, and helping with authors' book sales.

The Friends also donate money for designated book purchases. Books were purchased for the library in honor of Pat Mahlendorf's service as president; in memory of Pat Hansen, former board member; in honor of Sharon Winkle, retiring library director; in honor of Delores Panzer, former board member; in memory of Dick Kunert, former library director; and in memory of Karen Mueller and Barbara Jung, for their service to the Friends. Bookplates to honor these individuals are placed in the library books.

In addition, as a tribute to Sarah Stoll, longtime board member and former treasurer, who died in 2013, the Friends purchased for the Landwehr Children's Library Center an "Imagination Station" in her memory.

On behalf of the Friends Board we must say a big thank you to all of our Friends members, and a special thank you to Helene Capizzi for all her work on our behalf as the liaison to the FMPL.

Pat Mueller, volunteer coordinator, was appointed by Library Director Garrett Erickson to be the Friends liaison effective January, 2014.

For information on volunteering at the library or to become a member of the Friends organization contact Pat Mueller, 459-3400, ext. 3411 or pat.mueller@meadpl.org.

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2013 (Unaudited)

2012 GENERAL OPERATIONS FUND BALANCE

Unreserved Fund Balance/Audit Adjustment	90,677.00
Automation Reserve	164,098.43
Air Conditioning Unit Reserve	11,745.00
Donations	79,198.28
Personal Svcs Reserve	82,737.48
Future Capital	188,136.30
STARR Contingency Fund	29,598.00
Encumbrances	4,518.24
General Liability Insurance Reserve	25,000.00

Total 2012 Fund Balance

675,708.73

2013 REVENUES

City Tax Appropriation	2,377,053.00
Library Generated Revenue	86,542.91
Contributions	90,737.05
ESLS - Sheboygan County	566,424.00
ESLS - Ozaukee County	10,374.00
Adj. County Reimbursements	45,313.55
LSTA - Grants	965.00
ESLS - Contracts	51,152.00
Inter-Transfer General Fund	29,687.04
Interfund-Everhard/Forrer	12,500.00

Total 2013 Revenues

3,270,748.55

TOTAL 2012 FUND BALANCE AND 2013 REVENUES

3,946,457.28

2013 EXPENSES

Personal Services	2,451,270.84
Contractual Services	291,638.06
Commodities	558,429.36
Other Expenses	19,504.71
Teen Center Building Project	18,494.66

★ **Total 2013 Expenses**

(3,339,337.63)

2013 GENERAL OPERATIONS FUND BALANCE

607,119.65

FUND BALANCE SUMMARY

2013 RESERVED ACCOUNTS

GASB 54 Reserve	383,627.73
Donations	102,012.24
General Liability Insurance Reserve	25,000.00
Total Reserved Accounts	510,639.97

2013 UNRESERVED FUND BALANCE

96,479.68

2013 GENERAL OPERATIONS FUND BALANCE

607,119.65

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2013 (Unaudited)

AUTOMATION PROJECT ACCOUNT 10081

2012 Balance & 2013 Revenues

2012 Balance	164,098.43	
2013 Revenues	<u>12,500.00</u>	<u>176,598.43</u>

2013 Automation Project Expenses

WIFI Controller Upgrades & Laptops	12,950.00	
Website Upgrade	<u>9,500.00</u>	<u>22,450.00</u>
2013 AUTOMATION PROJECT FUND BALANCE		* <u><u>154,148.43</u></u>

AIR CONDITIONING UNIT RESERVE

2012 Balance & 2013 Revenues

2012 Balance	11,745.00	
2013 Revenues	<u>0.00</u>	<u>11,745.00</u>

2013 Air Conditioning Unit Expenses

2013 Air Conditioning Unit Expenses	<u>0.00</u>	<u>0.00</u>
AIR CONDITIONING UNIT RESERVE		* <u><u>11,745.00</u></u>

DONATIONS TO 255 OPERATIONS ACCOUNTS

2012 Balance & 2013 Revenues

2012 Balance	79,198.28	
2013 Revenues	<u>90,737.05</u>	<u>169,935.33</u>

2013 Donation Expenses

Mead Public Library Activity Room	19,500.00	
Children's Festival, Tutoring Services, Cool Picks, Summer Library Program, Sheboygan Reads, Movie License, and Other Project Donations.	<u>48,423.09</u>	<u>67,923.09</u>

2013 DONATIONS TO 255 OPERATIONS ACCOUNTS

102,012.24

PERSONAL SERVICES RESERVE (Pension Liability)

2012 Balance & 2013 Revenues

2012 Balance	82,737.48	
2013 Revenues	<u>4,264.31</u>	<u>87,001.79</u>

2013 Personal Services Expenses

2013 Personal Services Expense	<u>87,001.79</u>	<u>87,001.79</u>
2013 PERSONAL SERVICES RESERVE		* <u><u>0.00</u></u>

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2013 (Unaudited)

FUTURE CAPITAL FUND

2012 Balance & 2013 Revenues

2012 Balance	188,136.30	
2013 Revenues	<u>0.00</u>	<u>188,136.30</u>

2013 Future Capital Fund Expenses

2013 Future Capital Fund Expense	<u>0.00</u>	<u>0.00</u>
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2013 PERSONAL SERVICES RESERVE		* <u><u>188,136.30</u></u>
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STARR CONTINGENCY FUND

2012 Balance & 2013 Revenues

2012 Balance	29,598.00	
2013 Revenues	<u>0.00</u>	<u>29,598.00</u>

2013 Starr Contingency Fund

2013 Future Capital Fund Expense	<u>0.00</u>	<u>0.00</u>
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2013 STARR CONTINGENCY FUND		* <u><u>29,598.00</u></u>
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GENERAL LIABILITY INSURANCE RESERVE FUND 247700

2012 Balance & 2013 Revenues

2012 Balance	25,000.00	
2013 Revenues	<u>0.00</u>	<u>25,000.00</u>

2013 General Liability Insurance Reserve Fund Expenses

2013 General Liability Insurance Reserve Fund Expense	<u>0.00</u>	<u>0.00</u>
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2013 GENERAL LIABILITY INSURANCE RESERVE FUND 247700		<u><u>25,000.00</u></u>
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Note: * Fund reserves transferred to GASB 54 reserve.

Note: ★ Includes 2013 project cost transferred from project operating reserves.

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

EVERHARD/FORRER 850 FUND

Fund Balance December 31, 2013

2012 EVERHARD/FORRER FUND BALANCE SUMMARY

Invested in State Pool	986,388.64	
Local Balance	18,789.74	
Accounts Receivable	0.00	
Accrued Interest	0.00	
Accounts Payable	0.00	
Deferred Expense	0.00	
	<hr/>	
Total 2012 Fund Balance		1,005,178.38

2013 REVENUES

Interest on Local Balance	0.00	
Interest on Investments	977.23	
Donations	83,025.98	
	<hr/>	
Total 2013 Revenues		84,003.21

TOTAL 2012 FUND BALANCE AND 2013 REVENUES **1,089,181.59**

2013 EXPENSES & TRANSFERS

Programs	10,185.64	
Inservice/Training/Travel	1,829.00	
Interfund Exp.-Everhard/Forrer	12,500.00	
	<hr/>	
<u>TOTAL 2013 EXPENSES AND TRANSFERS</u>		(24,514.64)

2013 EVERHARD/FORRER FUND BALANCE **1,064,666.95**

FUND BALANCE SUMMARY

Invested in State Government Pool	987,365.87	
Local Balance	77,301.08	
	<hr/>	

2013 EVERHARD/FORRER FUND BALANCE **1,064,666.95**



Annual 2013

Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Days open last year:	326	Hrs. open last year:	2955	Sundays Open last year:	28
Days open this year:	334	Hrs. open this year:	2973	Sundays open this year:	28
No. visits last year:	338,399	Hourly visits last year:	114.5		
No. visits this year:	316,764	Hourly visits this year:	106.5	Hourly visits this year:	-7.0%

	Adult		Young Adult		Juvenile		TOTAL	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Books-Fiction	124,257	118,022	25,260	19,340	118,272	118,551	267,789	255,913
Books - Nonfiction	125,938	115,412	2,976	2,458	80,566	74,695	209,480	192,565
Reference Books	10,433	10,385			265	88	10,698	10,473
Microfilm	5,635	3,836					5,635	3,836
Periodicals	51,798	41,954			2,463	1,579	54,261	43,533
Music/Educational (Tapes & CDs)	41,226	39,646			4,211	3,850	45,437	43,496
Audiobooks (Tapes & CDs)	22,877	20,692	368	272	3,113	2,898	26,358	23,862
Videocassettes/DVDs	194,762	188,984			49,638	47,319	244,400	236,303
Dorothy E Werner Database Collection							102,307	78,623
Library Web Page							460,650	407,868
Computer Public Workstations	0	0	0	0	7,846	8,031	7,846	8,031
Internet Public Workstations	52,105	45,116	16,922	12,233	12,689	10,184	81,716	67,533
Electronic Use	10,240	9,769					10,240	9,769
E-Content	17,983	27,395					17,983	27,395
E-Readers	135	57					135	57
Laptops	3,612	2,497	617	489	2	0	4,231	2,986
Other	52	51			816	604	868	655
TOTALS	661,053	623,816	46,143	34,792	279,881	267,799	1,550,034	1,412,898
+ or -		-37,237		-11,351		-12,082		-137,136
%		-5.6%		-24.6%		-4.3%		-8.8%
Hourly Average	223.7	209.8	15.6	11.7	94.7	90.1	524.5	475.2
Hourly %		-6.2%		-25.1%		-4.9%		-9.4%

Registration

	City	All Others	Total
Last Year:	32,474	10,823	43,297
This Year:	31,766	10,519	42,285



Annual 2013
Circulation, Service, Collection Statistics
 710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Circulation

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	119,558	113,356	22,355	16,717	101,264	100,342	243,177	230,415
Books - Nonfiction	108,085	97,898	2,976	2,458	63,280	59,087	174,341	159,443
Reference Books								
Periodicals	20,670	16,787			1,903	1,327	22,573	18,114
Music/Educational (Tapes & CDs)	41,226	39,646			4,211	3,850	45,437	43,496
Audiobooks (Tapes & CDs)	22,877	20,692	368	272	3,113	2,898	26,358	23,862
Videocassettes/DVDs	194,762	188,984			49,638	47,319	244,400	236,303
E-Readers	135	57					135	57
Other	52	51			816	604	868	655
TOTALS	507,365	477,471	25,699	19,447	224,225	215,427	757,289	712,345
+ or -		-29,894		-6,252		-8,798		-44,944
%		-5.9%		-24.3%		-3.9%		-5.9%
Hourly Average	171.7	160.6	8.7	6.5	75.9	72.5	256.3	239.6
Hourly %		-6.5%		-24.8%		-4.5%		-6.5%

% of Circulation by Patron Type

	Adult	Young Adult	Juvenile	Staff	ILL	Establishments	Homebound	Deposit Collection
Last Year:	76.2	5.9	14.2	2.4	0.8	0.3	0.1	0.2
This Year:	77.3	5.2	13.9	2.4	0.9	0.2	0.1	0.2

In-House Usage

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	4,699	4,666	2,905	2,623	17,008	18,209	24,612	25,498
Books - Nonfiction	17,853	17,514			17,286	15,608	35,139	33,122
Reference Books	10,433	10,385			265	88	10,698	10,473
Microfilm	5,635	3,836					5,635	3,836
Periodicals	31,128	25,167			560	252	31,688	25,419
Werner Database Collection							102,307	78,623
Library Web Page							460,650	407,868
Computer Public Workstations					7,846	7,826	7,846	7,826
Internet Public Workstations	52,105	45,116	16,922	12,233	12,689	10,184	81,716	67,533
Electronic Use	10,240	9,769					10,240	9,769
Laptops	3,612	2,497	617	489	2	0	4,231	2,986
Other								
TOTALS	135,705	118,950	20,444	15,345	55,656	52,167	774,762	672,953
+ or -		-16,755		-5,099		-3,489		-101,809
%		-12.3%		-24.9%		-6.3%		-13.1%
Hourly Average	45.9	40.0	6.9	5.2	18.8	17.5	262.2	226.4
Hourly %		-12.9%		-25.4%		-6.8%		-13.7%



Annual 2013 Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Service:

	Adult		Young Adult		Juvenile		Circ	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Reference	25,791	22,192	201	167	6,327	6,255	2,015	2,027
Other Requests	23,254	23,805	2,484	2,294	16,898	18,132	105,851	101,503
TOTALs	49,045	45,997	2,685	2,461	23,225	24,387	107,866	103,530
+ or -		-3,048		-224		1,162		-4,336
%		-6.2%		0.0%		5.0%		-4.0%
Hourly Average	16.6	15.5	0.0	0.8	7.9	8.2	36.5	34.8
Hourly %		-6.8%		0.0%		4.4%		-4.6%
Total Telecommunications	5,815	6,089	12	27	2,052	2,252	4,680	4,472
Tax Questions	149	196	0	0	0	0	858	1,146
Internet	3,330	4,721	0	6	620	695		

TOTAL

	Last	This
	Year	Year
Reference	34,334	30,641
Other Requests	148,487	145,734
TOTALs	182,821	176,375
+ or -		-6,446
%		-3.5%
Hourly Average	61.0	59.3
Hourly %		-2.7%
Total Telecommunications	12,559	12,840
Tax Questions	1,007	1,342
Internet	3,950	5,422

	Adult		Young Adult		Juvenile		TOTAL	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Story Hours					146	143	146	143
Story Hours Attendance					3,401	4,213	3,401	4,213
Classes	58	56	3	1	150	125	211	182
Classes Attendance	243	292	51	7	2,469	2,075	2,763	2,374
Browsing Classes/Groups	42	77			201	168	243	245
Browsing Classes/Groups Attendance	378	1,101			2,364	2,485	2,742	3,586
Tours	0	1	3	2	41	31	44	34
Tours Attendance	0	18	3	34	1,036	794	1,039	846
Programs	104	105	42	64	182	203	328	372
Programs Attendance	1,754	1,548	1,275	1,752	6,363	7,100	9,392	10,400
Deposit Collection Sites	19	17					19	17
Deposit Collection Items	1,120	1,144					1,120	1,144
Homebound Patrons	138	129					138	129
Homebound Items	720	647					720	647



Annual 2013
Circulation, Service, Collection Statistics
 710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Public Information

Number of Projects last year:	<u>507</u>	Number produced last year:	<u>77,971</u>
Number fo projects this year:	<u>450</u>	Number produced this year:	<u>76,806</u>
Digital Marketing contacts last year:	<u>7,459</u>		
Digital Marketing contacts this year:	<u>10,087</u>		

Information Technology

E-Mail

	Adult		Circulation		Juvenile		Administration		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
	Email	139	89	46	45	16	18	55	60	256

E-Resource Center Services

E-Content

	Books		Music		Audio Books		Videos		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
	E-Content	/	22,597	/	15	/	4,767	/	16	/

	Members		E-Mails	
	Last Year	This Year	Last Year	This Year
	Dear Reader	9,575	9,039	191,500

	Pages Accessed	
	Last Year	This Year
	Pathfinder	10,087

Interlibrary Loans Sent

	Intersystem ILLs		Intrasystem ILL's		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
	Jan	6,207	6,158	101,053	92,623	107,260



Annual 2013
Circulation, Service, Collection Statistics
 710 N 8th Street, Sheboygan, Wisconsin 53081-4563

MPL Web Site

<i>Web Site Page Views last year:</i>	<u>460,650</u>	<i>Average per day last year:</i>	<u>1,262.05</u>
<i>Web Site Page Views this year:</i>	<u>407,868</u>	<i>Average per day this year:</i>	<u>1,114.39</u>

	Visits		Page Views		Unique Page Views		Home Page	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Jan	288,470	243,351	460,650	407,868	277,325	330,237	254,532	227,955

Volunteer Hours

	Last	This
	Year	Year
Jan	/ / / / /	3343

Mending

<i>Items Mended last year:</i>	<u>4,719</u>
<i>Items Mended this year:</i>	<u>3,933</u>



2013 Annual

Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Annual 2013

Circulation, Service, Collection Statistics

Collections

Collections	Adult		Young Adult		Juvenile		Total	
	<i>Last Year*</i>	<i>This Year</i>	<i>Last Year</i>	<i>This Year</i>	<i>Last Year</i>	<i>This Year</i>	<i>Last Year</i>	<i>This Year</i>
	Books	184,515	178,356	11,401	11,644	90,563	90,012	286,479
CD ROMs	36	18	0	0	415	5	451	23
CDs/CD BKS	13,351	14,151	256	273	2,160	2,326	15,767	16,750
Audiocassettes	0	0	0	0	0	0	0	0
DVDs	16,778	18,101	0	0	3,550	3,752	20,328	21,853
Videocassettes	856	854	0	0	1,169	1,067	2,025	1,921
Miscellaneous	10	18	0	0	48	39	58	57
Magazines	10,796	9,036	0	0	1,024	991	11,820	10,027
Maps	1,451	1,451	0	0	0	0	1,451	1,451
Pamphlets	9,140	9,157	0	0	0	0	9,140	9,157
Total	236,933	231,142	11,657	11,917	98,929	98,192	347,519	341,251

*Note:

	<i>Last Year</i>	<i>This Year</i>
Total items added:	25,231	25,627
Total items deleted	32,285	29,121

2013 Library Board of Trustees

President

Ms. Maeve Quinn

Vice President

Mr. Henry M. Nelson

Finance Officer

Mr. Dirk Zylman

Other Trustees

Ms. Chris Campe (appointed April 2013)

Ald. Darryl Carlson

Mrs. Dolcye Johnson

Ms. Kathie Norman

Mr. Kevin Sampson

Mrs. Marge Segalle

Mr. Chad Stauber Soik*

Ms. Martha Wortche

Ex Officio

Mr. Garrett Erickson, Library Director and Secretary

* Term expired without reappointment April 2013

III

R. O. No. - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a communication from Angel Ramirez requesting a waiver to the Sex Offender Residency restrictions in order to live at 1503 John Ct.

Pub. Prot &
Safety

Susan Richards

City Clerk

MAY 5'14 PM 1:28

Date May 1st, 2014

My name is Angel Ramirez

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1503

John Ct.

Signature 

Phone No 20-254-2608

II

R. O. No. - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a communication from Aaron and Jenny Brault requesting an encroachment on City right of way to reconstruct a failing retaining wall on their property at 2010 N. 6th St.

City Plan

Susan Richards

City Clerk

Schroeder, Linda

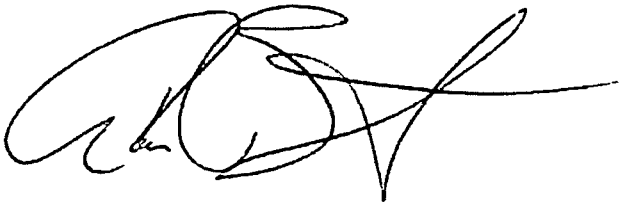
From: Aaron C. Brault <aaron.brault@SheboyganCounty.com>
Sent: Tuesday, May 13, 2014 12:12 PM **MAY 13 '14 PM 12:41**
To: Schroeder, Linda
Subject: Encroachment Request

Dear Mr. Mayor & Common Council Members,

My wife and I are requesting an encroachment (see attached survey) on City right-of-way to reconstruct a failing retaining wall on our property (2010 N 6th Street). The current brick retaining wall is nearly 100 years old and has failed beyond repair (see attached pictures). There is a pronounced bulge, the concrete "skim-coating" the previous owners did is chipping off in many areas, and during this past winter, a number of bricks actually fell out on one of the corners threatening it's stability.

The current wall is set approximately 1" behind the property line. Rather than a stark vertical wall as a replacement, we would like to have a more stepped type of wall made of natural stone. This natural stone will match other landscaping we have done previously (updated front walk). The new wall will also be 3' or less in height so as not to require a railing. By utilizing the 3' of lawn (encroachment area) directly behind the sidewalk, we will be able to avoid large amounts of earthwork and the associated time that would take. Also, though one can never know, we do not see the City needing the 3' of right-of-way for any kind of road and/or utility work any time soon, if ever. Bluff Avenue was reconstructed in 2003 along with the sidewalk. There are no utilities under this section of sidewalk or under the encroachment area. All foreseeable work would occur in the street or in the 5' grass terrace behind the back of the curb. The encroachment would not hinder future sidewalk replacement either. The new wall will be professionally installed by a local landscape company.

If we can provide any further information, please let us know.



Aaron Brault
Director
Planning & Conservation

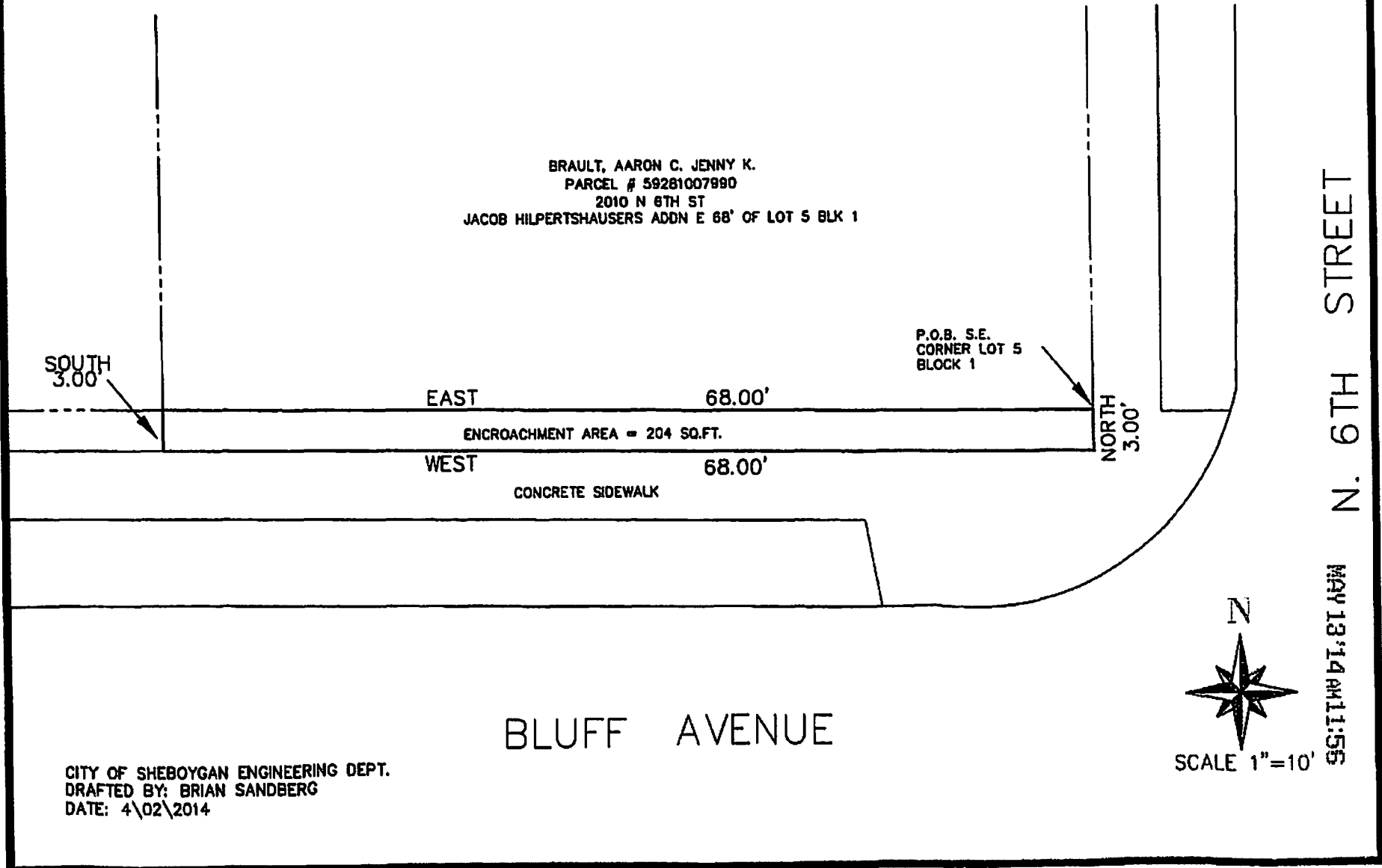
P: 920-459-3060

www.sheboygancounty.com

ENCROACHMENT DESCRIPTION
FOR 2010 NORTH 6TH STREET RETAINING WALL

THAT PART OF THE RIGHT OF WAY FOR BLUFF AVENUE ADJACENT TO LOT 5 BLOCK 1 OF JACOB HILPERTSHAUSERS ADDITION IN THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ SECTION 14 T.15N., R.23E. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 5 ALSO BEING THE POINT OF BEGINNING, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 ALSO BEING THE NORTH RIGHT OF WAY LINE FOR BLUFF AVENUE 68.00 FEET, THENCE SOUTH 3.00 FEET TO THE NORTH EDGE OF A CONCRETE SIDEWALK, THENCE WEST ALONG THE NORTH EDGE OF SAID SIDEWALK 68.00 FEET, THENCE NORTH 3.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 204 SQUARE FEET.

BRAULT, AARON C. JENNY K.
PARCEL # 59281007990
2010 N 6TH ST
JACOB HILPERTSHAUSERS ADDN E 68' OF LOT 5 BLK 1



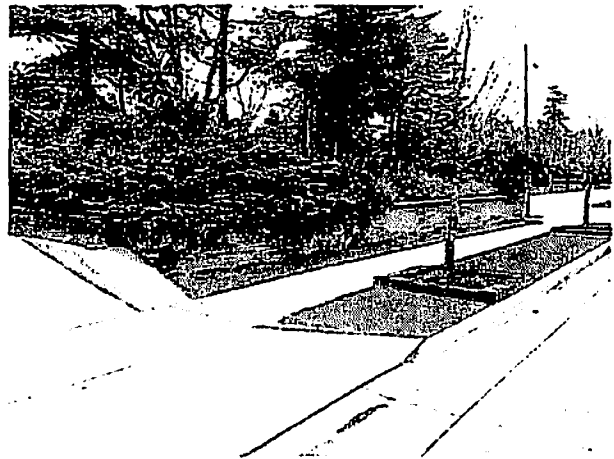
CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\02\2014

2010 N 6th Street Encroachment Request

Current Condition Looking NW



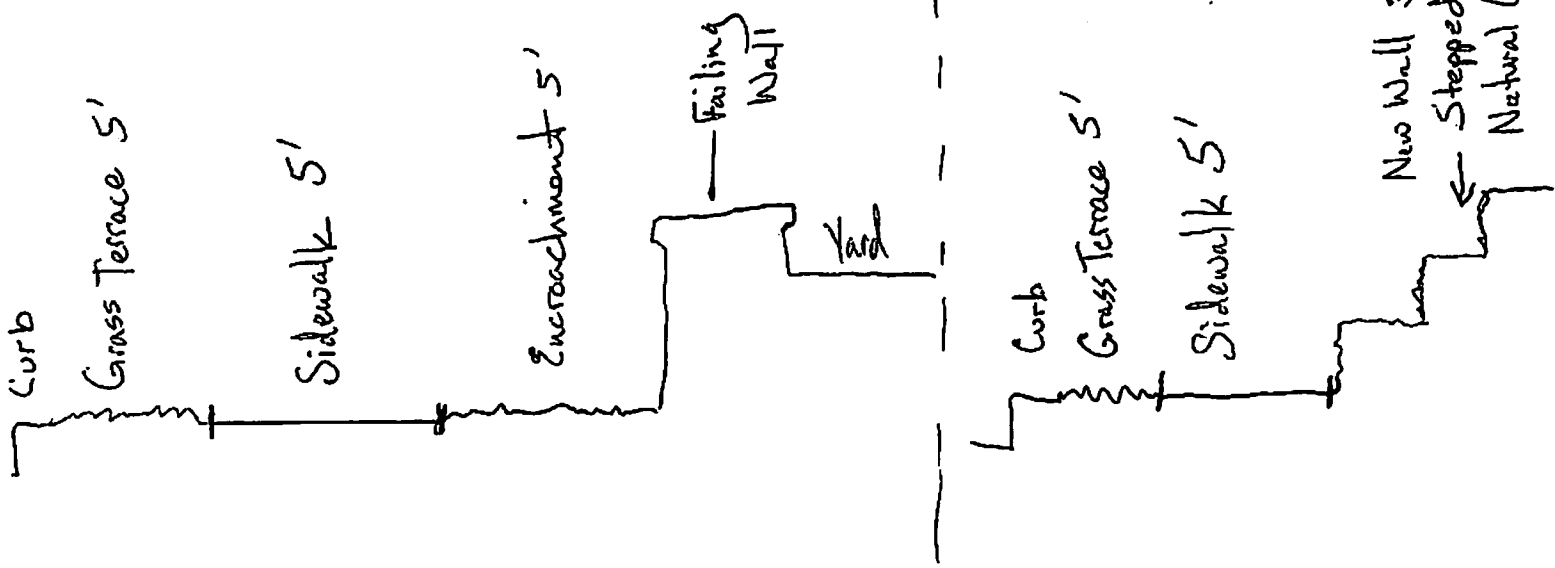
Current Condition Looking NE



Current

Type of Stone for New Wall

Proposed



II

R. O. No. _____ - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a communication from RCS Empowers requesting permission from the City of Sheboygan to display a temporary in-street pedestrian sign at the crosswalk located at the bike path crossing on Geele Ave., just north of their facility at 1607 Geele Ave.

ppsb.



City Clerk



MAY 14 '14 AM 10:41

May 13, 2014

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

Re: Permission to Display "Yield to Pedestrian" In-Street Crosswalk Sign

RCS Empowers, Inc. is requesting permission from the City of Sheboygan to display a temporary in-street pedestrian sign at the crosswalk located at the bike path crossing on Geele Avenue, just north of our facility at 1607 Geele Avenue. I did receive information from Ryan Sazama as to the particular signage RCS would need to purchase if approved.

As you may be aware, RCS has and continues to develop the garden area north of Geele Avenue. With this project area being located across Geele Avenue, we many times take groups of our participants (disabled individuals) across the street to learn about gardening or to perform gardening tasks. With the amount of traffic on Geele Avenue, it becomes very challenging to cross the street safely. It is our hope that placing a temporary pedestrian sign on either side of the crosswalk would help in raising the awareness of motorists to the potential for pedestrians crossing in this area.

Thank you so much for your consideration, and I will wait your response.

Sincerely,

Monica L. Senkbeil
Vice President/Human Resources

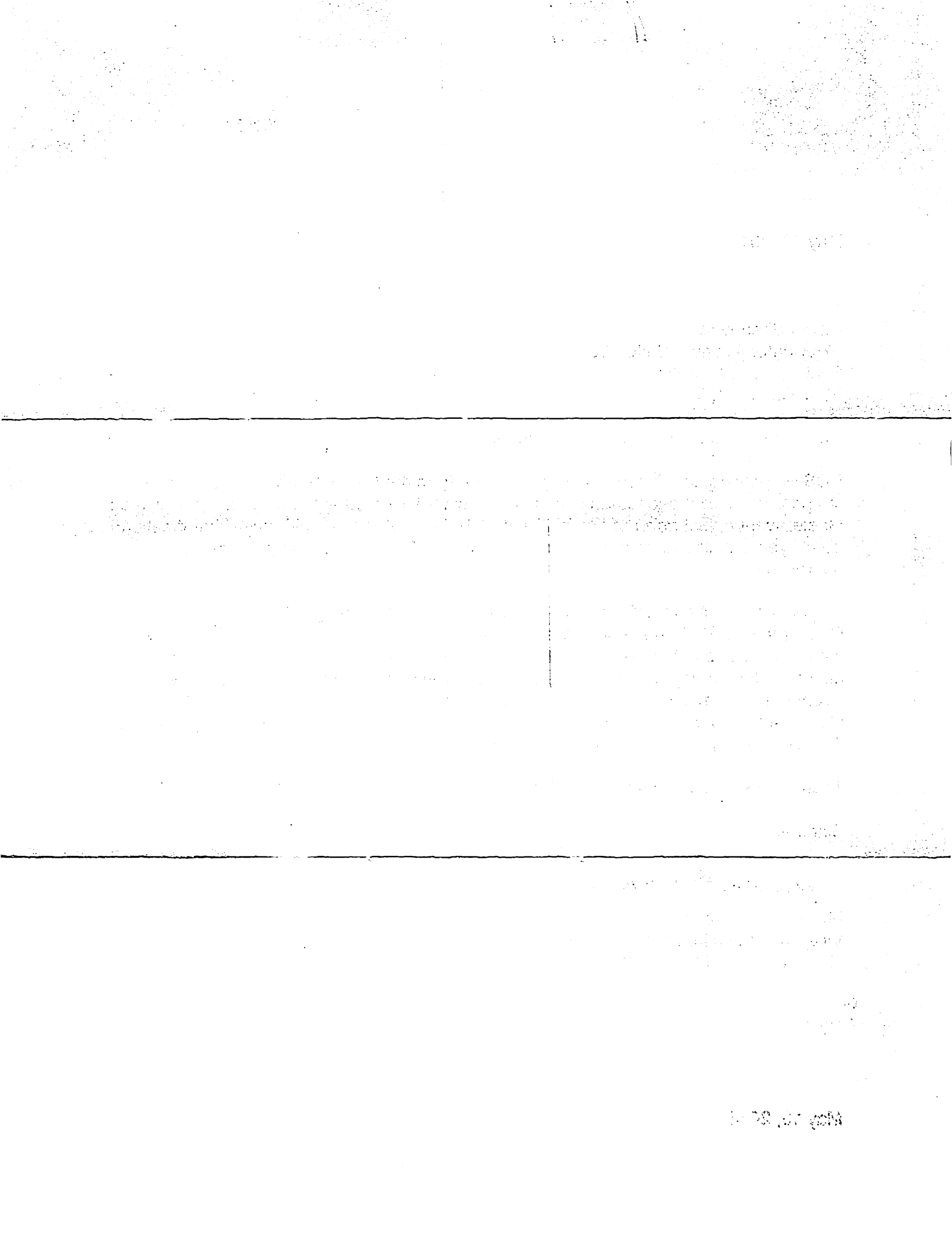
RCS, Inc.
1607 Geele Avenue
Sheboygan, WI 53083

920-458-8261
Fax: 920-458-8361

www.rcsempowers.com



Ronald L. Van Rooyen
President





Res. No. - 14 - 15. By Alderpersons Heidemann and Bohren.
May 19, 2014.

A RESOLUTION authorizing signing an easement for mini-storm sewers in various locations.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign easements for the City for mini-storm sewers in the following lots:

1. Sara A. Janey, 3949 S. 17th Place
2. Thomas W. Heinrich, 3953 S. 17th Place
3. Randy L. and Lisa M. Krueger, 3955 S. 17th Place
4. Andrew G. Heinen, 3960 S. 17th Place
5. Richard W. and Robin J. Kalk, 3321 N. 9th St.

Pub. Wks.

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

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2014,
by Sara A. Janey, 3949 S. 17th Place, Sheboygan, Wisconsin 53081,
"GRANTOR," and the City of Sheboygan, a Municipal Corporation of
the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410780
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east ten feet (10') of the west ninety-three feet (93') of the following described property:

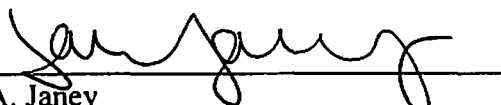
CAMELOT ESTATES, N 60' OF LOT 25 BLK 2, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this
5 day of may (5), 2014.



Sara A. Janey
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5 day of May, 2014, Sara A. Janey, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jodie Edney

Notary Public-Sheboygan County
My commission expires 8-21-17

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 7th day of May, 2014, by Thomas W. Heinrich, 3953 S. 17th Place, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410775
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east ten feet (10') of the west ninety-three feet (93') of the following described property:

CAMELOT ESTATES, PRT OF LOTS 24 & 25 BLK 2, DESC AS: COM IN W LINE OF LOT 25 S-00-DEG-44'-30"E 60' OF NW COR LOT 25 BLK 2, TH N-89-DEG-15'-30"E 190.28' TO E LINE LOT 25, TH S-08-DEG-27'-22"W 60.78', TH S-89-DEG 15'-30"W 181.18' TO E LINE OF S. 17TH PLACE, TH NLY 16.86' ALG THE ARC OF A CURVE CONVEX ELY HAVING A RADIUS OF 228.52', THE CHORD OF WHICH BEARS N-01-DEG-22'- 21"E 16.86', TH N-00-DEG-44' -30"W 43.15' TO BEG. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

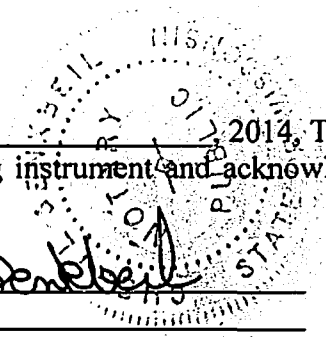
IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 7th day of May, 2014.



Thomas W. Heinrich
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 7th day of May, 2014, Thomas W. Heinrich, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Cheryl Senkbeil
Cheryl Senkbeil
Notary Public - Sheboygan County
My commission expires July 1, 2017

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public - Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2014, by and between Randy L. and Lisa M. Krueger, husband and wife, residing at 3955 S. 17th Place, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410770
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north six feet (6') of the following described property:

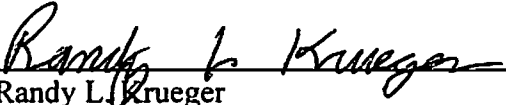
CAMELOT ESTATES PRT OF LOTS 23 & 24 BLK 2 DESC AS: COM IN NE LINE OF LOT 24 N-08-DEG-27'-22"E 19.28' OF NE COR OF LOT 23, TH S-77-DEG-53'-20"W 191.38' TO E LINE OF S. 17TH PLACE, TH NLY 23.47' ALG THE ARC OF A CURVE CONVEX WLY HAVING A RADIUS OF 100', THE CHORD OF WHICH BEARS N-08-DEG-00'-43" E 23.42', TH NLY 44.87' ALG THE ARC OF A CURVE CONVEX ELY HAVING A RADIUS OF 228.52', THE CHORD OF WHICH BEARS N-09-DEG-06'-42"E 44.80', TH N-89-DEG-15'-30"E 181.18', TH S-08-DEG-27'-22" W 29.95' TO BEG, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN


The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 8 day of May, 2014.


Randy L. Krueger
(Sign in the presence of a Notary Public)


Lisa M. Krueger
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8th day of May, 2014, Randy L. and Lisa M. Krueger, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCable
Linda McCable
Notary Public-Sheboygan County
My commission expires 12-11-2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2014, by Andrew G. Heinen residing at 3960 S. 17th Place, Sheboygan, Wisconsin 53081, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410795
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north ten feet (10') of the following described property:

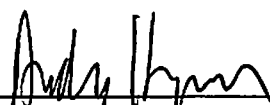
CAMELOT ESTATES, PART OF LOTS 1 & 2, BLK 3, DESCRIBED AS:
COM AT SE COR SD LOT 2, TH N 62 DEG 44'W 59' ALG N LINE OF
CAMELOT BLVD., TH N 16 DEG 32'-37"E 109.69', TH N 89 DEG 15'-
30"E 45.09' TO W LINE OF S. 17TH PL., TH S 00 DEG 44'-30"W 43.15'
ALG SD W LINE, TH S 15 DEG 15'- 23"W 92.89' ALG SD W LINE TO
BEG, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF
WISCONSIN.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 8 day of May, 2014.



Andrew G. Heinen
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8th day of May, 2014, Andrew G. Heinen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/16

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 6 day of May, 2014, by and between Richard W. and Robin J. Kalk, husband and wife, residing at 3321 N. 9th Street, Sheboygan, Wisconsin 53083, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-716600
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east twelve feet (12') of the following described property:

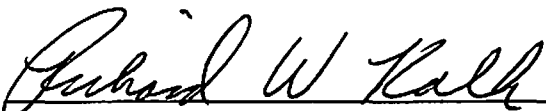
NORTH SHORE SUBD NO 1, LOTS 18 & 19 BLK 10 & W ½ OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING E OF & ADJ TO SD LOTS, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

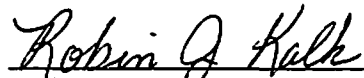
The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 6 day of May, 2014.


Richard W. Kalk
(Sign in the presence of a Notary Public)


Robin J. Kalk
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6 day of May, 2014, Richard W. and Robin J. Kalk, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Wendy J. Gorges
Wendy J. Gorges
Notary Public-Sheboygan County
My commission expires 12-30-2015

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. May 19, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into Amendment No. 1 to Agreement Between Sheboygan Athletic Club, Inc. and City of Sheboygan For Use of Wildwood Baseball Park.

WHEREAS, the City and the Sheboygan Athletic Club, Inc. (hereinafter "SAC") entered into a ten-year agreement for use of the City's Wildwood Baseball Park on June 7, 2000; and

WHEREAS, by its terms, the Agreement automatically renewed for a successive ten-year term effective January 1, 2011; and

WHEREAS, the SAC is currently in compliance with the Agreement and there are no outstanding delinquencies/deficiencies; and

WHEREAS, the SAC has requested an amendment to the Agreement to address application of any insurance proceeds for the buildings received as a result of damage or destruction to the buildings, structures and other improvements to the City-owned park facility which have been built and/or paid for over the years by the SAC and which, by reason of their becoming real estate improvements, are owned by the City; and

WHEREAS, the City is willing to enter into an amendment to the Agreement to address this concern, provided that the Agreement also be amended to allow the City the ability to charge the Sheboygan Recreation Department and the American Legion for use of the park facility.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into Amendment No. 1 to the Agreement, in form substantially similar to that attached hereto.

Pub Wks.

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

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN SHEBOYGAN ATHLETIC CLUB, INC.
AND CITY OF SHEBOYGAN FOR USE
OF WILDWOOD BASEBALL PARK**

THIS AMENDMENT NO. 1 is made as of the _____ day of _____, 2014, by and between the City of Sheboygan ("CITY") and the Sheboygan Athletic Club, Inc. ("SAC") (collectively, the "Parties").

RECITALS

- A. The Parties entered into a ten-year Agreement for Use of Wildwood Baseball Park dated as of June 7, 2000 (the "Agreement").
- B. By its terms, the Agreement automatically renewed for a successive ten-year term effective January 1, 2011.
- C. SAC has asked the CITY to amend the Agreement to address a certain scenario, and the CITY is willing to do so on the terms and conditions herein.
- D. The execution of this Amendment No. 1 was authorized by Res. No. _____-14-15 of the City's Common Council dated _____, 2014.

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:

1. Subsection B.3.c. of the Agreement is amended to read as follows:

"c. It is mutually understood and agreed that the REC. DEPT. and the AMERICAN LEGION shall be granted use of the PARK at the CITY'S standard rates for their games and promotions."

2. Add a new Section F.5. to read as follows:

"F. Improvements.

. . .

5. a. That SAC shall advise the CITY of all SAC-funded buildings, structures and other permanent improvements to the PARK premises. CITY agrees to use reasonable efforts to obtain and maintain insurance on said buildings, structures and improvements to the extent coverage is available to the CITY for such improvements through the State of Wisconsin Local Government Property Insurance Program at reasonable cost.
- b. In recognition of the fact that SAC has contributed its time, effort and monies towards the improvement of the PARK, during the term of the Agreement and any extensions thereof, the CITY agrees that any insurance proceeds it receives from said Local Government Property Insurance Program Fund resulting from damage/destruction of the SAC-funded buildings, structures and other permanent improvements to the Premises will be earmarked towards repair, replacement or rehabilitation of the PARK provided that SAC continues to use the PARK for its baseball program, and provided further that it makes financial sense to do so at the time."

Except as otherwise specifically set forth herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date and year first above written.

SHEBOYGAN ATHLETIC CLUB, INC.

CITY OF SHEBOYGAN

BY: _____

BY: _____

Michael J. Vandersteen
Mayor

ATTEST:

ATTEST:

Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this _____
day of _____, 2014.

Stephen G. McLean
City Attorney

This Amendment No. 1 is authorized by and in accordance
with Res. No. _____-14-15.

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. May 19, 2014.

A RESOLUTION authorizing the acceptance of temporary limited easements for the Sidewalk Gap Project.

WHEREAS: The State of Wisconsin will solicit bids for the project in July 2014 and enter into contract in September 2014 for the Sidewalk GAP Project.

RESOLVED: That the City hereby is authorized to accept the temporary limited easements for the Sidewalk GAP Project.

Pub. Wks.

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

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Van Horn Holdings, LLC GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Nine Hundred Fifty dollars (\$950.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

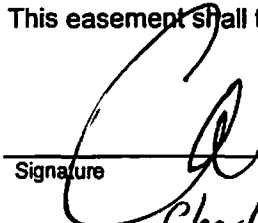
COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59024351652
59281215827

This easement shall terminate upon completion of the construction project for which this instrument is given.

 5/7/14
Signature Date
Charles E. Van Horn, Manager
Print Name

Signature Date

Print Name

Date
State of Wisconsin)
Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).


Signature, Notary Public, State of Wisconsin

Basil J. Buchko Jr.
Print Name, Notary Public, State of Wisconsin

Permanent
Date Commission Expires

EASEMENT DESCRIPTION

For Sidewalk Construction

Sheboygan, WI

Segment 5

A Temporary Limited Easement over that part of Grantor's property lying within the following described parcel of land:

A part of the NW 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue, said point being the Point of Beginning of this description;
thence N25°-56'-29"E, 2.00 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 170.00 feet;
thence N25°-56'-29"E, 15.00 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 303.07 feet to the east line of Lot 2 of a Certified Survey Map filed in Volume 14 of Certified Survey Maps, Pages 193-194;
thence S00°-47'-45"W, along said east lot line, 5.52 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 233.12 feet;
thence S63°-00'-25"E, parallel with said northeasterly right-of-way line, 200.30 feet;
thence S63°-55'-00"E, parallel with said northeasterly right-of-way line, 93.93 feet to the east line of Lot 1, of a Certified Survey Map filed in Volume 14 of Certified Survey Maps, Page 240;
thence S01°-59'-44"W, along said east lot line, 13.15 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, along said northeasterly right-of-way line, 99.39 feet;
thence N63°-00'-25"W, along said northeasterly right-of-way line, 200.29 feet;
thence N64°-03'-31"W, along said northeasterly right-of-way line, 708.43 feet to the Point of Beginning and the end of this description.
Containing 6,326 square feet of Grantor's property.

Parcel No.: 5

Grantor: Van Horn Holdings LLC (Tax Key No.59024351652 & 59281215827)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

PERMANENT LIMITED EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
LPA1552 08/2011 (Replaces LPA3043) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **MMW Properties, LLC GRANTOR**, conveys a permanent limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Six Thousand Nine Hundred Eighty dollars (\$6,980.00)** for the purpose of: **drainage area**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281312560



JD Williams 5/2/14

Signature Date

JEREMY WILLIAMS

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

5-2-14

Date

State of Wisconsin)

Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Mary J. Kapellen

Signature, Notary Public, State of Wisconsin

Mary J. Kapellen

Print Name, Notary Public, State of Wisconsin

1-3-16

Date Commission Expires

EASEMENT DESCRIPTION

**For Sidewalk Construction
Sheboygan, WI
Segment 6**

A Temporary Limited Easement over that part of Grantor's property lying within the following described parcel of land:

A part of the SE 1/4 of the SW 1/4 of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 35;
thence S89°-47'-18"W, along the south line of the SW 1/4 of said Section 35, 1300.70 feet;
thence N00°-12'-42"W, 671.75 feet to a point on the north right-of-way line of Washington Avenue at the east right-of-way line of S. 9th Street, said point being the Point of Beginning of this description;
thence N00°-19'-12"E, along said east right-of-way line of S. 9th Street, 4.00 feet;
thence S89°-52'-43"E, 444.90 feet;
thence N00°-07'-17"E, 16.00 feet;
thence S89°-52'-43"E, 45.13 feet;
thence S00°-25'-05"W, 12.00 feet;
thence S89°-52'-43"E, 110.17 feet;
thence S00°-25'-05"W, 6.00 feet;
thence S89°-52'-43"E, 69.79 feet;
thence N00°-07'-17"E, 6.00 feet;
thence S89°-52'-43"E, 45.00 feet;
thence S00°-07'-17"E, 8.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-52'43"W, along said north right-of-way line, 715.22 feet to the Point of Beginning and the end of this description.
Containing 1,780 square feet of Grantor's property, exclusive of the area of the Permanent Limited Easement described below.

Also, a Permanent Limited Easement over that part of Grantor's property lying within the following described parcel of land:

A part of the SE 1/4 of the SW 1/4 of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 35;
thence S89°-47'-18"W, along the south line of the SW 1/4 of said Section 35, 1300.70 feet;

thence N00°-12'-42"W, 671.75 feet to a point on the north right-of-way line of Washington Avenue at the east right-of-way line of S. 9th Street;
thence S89°-52'-43"E, along said north right-of-way line of Washington Avenue, 444.90 feet, to the Point of Beginning of this description;
thence N00°-07'-17"E, 20.00 feet;
thence S89°-52'-43"E, 45.13 feet;
thence S00°-25'-05"W, 20.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-52'43"W, along said north right-of-way line, 45.03 feet to the Point of Beginning and the end of this description.
Containing 901 square feet of Grantor's property.

Parcel No.: 13

Grantor: MMW Properties LLC (Tax Key No.59281312560)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
April 16, 2012, revised June 8, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Board of Water Commissioners** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Fifty dollars (\$50.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

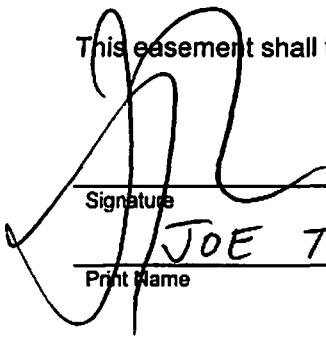
COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281431020

This easement shall terminate upon completion of the construction project for which this instrument is given.



Signature
4/14/14

Date
JOE TRUESBLOOD

Print Name

Signature

Date

Print Name

Date
State of Wisconsin)
Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).



Signature, Notary Public, State of Wisconsin

JANE WERNER

Print Name, Notary Public, State of Wisconsin

4/2015

Date Commission Expires



EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the SW 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 909.92 feet;
thence N00°-25'-09"W, 1171.46 feet to a point on the arc of the curve of the southeasterly right-of-way line of Georgia Avenue, said point being the Point of Beginning of this description, the radius point of said curve lying southeasterly, 2086.00 feet;
thence northeasterly 250.37 feet along the arc of said curve, the long chord of which bears N52°-10'-16"E, 250.22 feet;
thence S35°-58'18"E, 1.00 feet to a point on the arc of a concentric curve to the left, having its radius point bearing southeasterly 2085.00 feet;
thence southwesterly 250.37 feet along the arc of said curve, the long chord of which bears S52°-10'-13"W, 250.22 feet;
thence N35°-59'-29"W, 1.00 feet to the Point of Beginning and the end of this description.

Containing 250 square feet of Grantor's property.

Parcel No.:	18
Grantor:	City of Sheboygan Board of Water Commissioners (Tax Key No.59281431020)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

EASEMENT DESCRIPTION

For Sidewalk Construction
Sheboygan, WI
Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the North 1/4 corner of said Section 21;
thence S88°-46'-57"W, along the north line of the NW 1/4 of said Section 21, 82.00 feet;
thence S01°-13'-03"E, 33.00 feet to a point on the south right-of-way line of Superior Avenue and the Point of Beginning of this description;
thence N88°-46'-57"E, along said south right-of-way line, 2.33 feet to an angle point in said right-of-way line;
thence S48°-11'-49"E, 51.56 feet to an angle point in said right-of-way line;
thence S00°-25'-53"W, on a line 40 feet west of and parallel with the east line of said NW 1/4 of Section 21, being the west right-of-way line of Taylor Drive, 626.44 feet to the beginning of a curve to the right, having its radius point bearing westerly 955.00 feet;
thence southerly 216.22 feet along the arc of said right-of-way curve, the long chord of which bears S06°-55'-03"W, 215.76 feet;
thence S13°-24'-13"W, along the west right-of-way line of Taylor Drive, 32.18 feet;
thence S20°-14'-46"W, along the west right-of-way line of Taylor Drive, 10.38 feet to the south line of Tract 1 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S88°-41'-12"W, along said south line, 10.75 feet;
thence N20°-14'-46"E, 13.73 feet;
thence N13°-24'-13"E, 31.58 feet to the beginning of a curve to the left, having its radius point bearing westerly, 945.00 feet;
thence northeasterly 213.96 feet along the arc of said curve, the long chord of which bears N06°-55'-03"E, 213.50 feet;
thence N00°-25'-53"E, 24.18 feet to the north line of said Tract 1 of the Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S89°-03'-24"W, along said north line, 5.00 feet;
thence N00°-25'-53"E, 197.44 feet;
thence N89°-34'-07"W, 25.00 feet;
thence N00°-25'-53"E, 41.42 feet;
thence N88°-39'-32"E, 29.01 feet;
thence N00°-25'-53"E, 370.19 feet;
thence N48°-11'-49"W, 40.00 feet to the Point of Beginning and the end of this description.

Containing 2,833 square feet of Grantor's property.

Parcel No.: 28
Grantor: Neil A. & Linda M. Schneider (Tax Key No.59281215829)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012, revised February 3, 2014

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by Taylor-Superior, LLC GRANTOR, conveys a temporary limited easement as described below to the City of Sheboygan, GRANTEE, for the sum of Six Hundred Twenty dollars (\$620.00) for the purpose of grading and/or sloping.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data


Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215900

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature Date

Print Name



Signature Date
Thomas Schink owner

Print Name

Date

State of Wisconsin)
Milwaukee County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

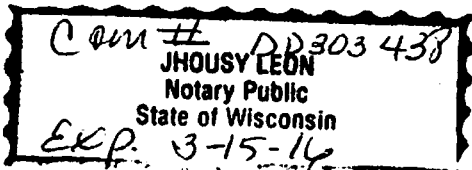


Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

March 15, 2014

Date Commission Expires



EASEMENT DESCRIPTION

For Sidewalk Construction

Sheboygan, WI

Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the North 1/4 corner of said Section 21;
thence S88°-46'-57"W, along the north line of the NW 1/4 of said Section 21, 82.00 feet;
thence S01°-13'-03"E, 33.00 feet to a point on the south right-of-way line of Superior Avenue and the Point of Beginning of this description;
thence N88°-46'-57"E, along said south right-of-way line, 2.33 feet to an angle point in said right-of-way line;
thence S48°-11'-49"E, 51.56 feet to an angle point in said right-of-way line;
thence S00°-25'-53"W, on a line 40 feet west of and parallel with the east line of said NW 1/4 of Section 21, being the west right-of-way line of Taylor Drive, 626.44 feet to the beginning of a curve to the right, having its radius point bearing westerly 955.00 feet;
thence southerly 216.22 feet along the arc of said right-of-way curve, the long chord of which bears S06°-55'-03"W, 215.76 feet;
thence S13°-24'-13"W, along the west right-of-way line of Taylor Drive, 32.18 feet;
thence S20°-14'-46"W, along the west right-of-way line of Taylor Drive, 10.38 feet to the south line of Tract 1 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S88°-41'-12"W, along said south line, 10.75 feet;
thence N20°-14'-46"E, 13.73 feet;
thence N13°-24'-13"E, 31.58 feet to the beginning of a curve to the left, having its radius point bearing westerly, 945.00 feet;
thence northeasterly 213.96 feet along the arc of said curve, the long chord of which bears N06°-55'-03"E, 213.50 feet;
thence N00°-25'-53"E, 24.18 feet to the north line of said Tract 1 of the Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S89°-03'-24"W, along said north line, 5.00 feet;
thence N00°-25'-53"E, 197.44 feet;
thence N89°-34'-07"W, 25.00 feet;
thence N00°-25'-53"E, 41.42 feet;
thence N88°-39'-32"E, 29.01 feet;
thence N00°-25'-53"E, 370.19 feet;
thence N48°-11'-49"W, 40.00 feet to the Point of Beginning and the end of this description.

Containing 4,101 square feet of Grantor's property.

Parcel No.: 30

Grantor: Taylor-Superior LLC (Tax Key No.59281215900)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **Lutheran Church of Our Redeemer** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Eighty** dollars (\$80.00) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

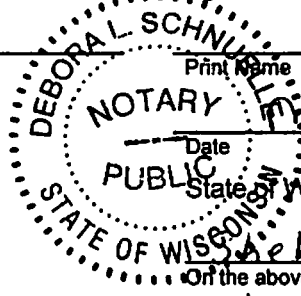
Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215100

This easement shall terminate upon completion of the construction project for which this instrument is given.

[Signature] _____ May 5, 2014 _____
Signature Date Signature Date

Kenneth B. Hemenway _____
Print Name
Congregational Chairman



May 5, 2014 _____
Date
State of Wisconsin)
Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Debora L. Schnuelle _____
Signature, Notary Public, State of Wisconsin

Debora L. Schnuelle _____
Print Name, Notary Public, State of Wisconsin

10-9-16 _____
Date Commission Expires

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 4

A Temporary Limited Easement over that part of Grantor's property lying within the following described parcels of land:

A part of the SW 1/4 of the NE 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southwest corner of the NE 1/4 of said Section 21;
thence N89°-21'-49"E, along the south line of the NE 1/4 of said Section 21, 451.99 feet;
thence N00°-38'-11"W, 826.50 feet to the south right-of-way line of Wilgus Avenue, said point being on the arc of a curve to the right, having its radius point bearing southerly, 1399.42 feet, said point also being the Point of Beginning of this description;
thence easterly 34.66 feet along the arc of said right-of-way curve, the long chord of which bears N79°-44'-44"E, 34.66 feet;
thence S09°-41'-57"E, 5.68 feet;
thence S79°-35'-13"W, 34.59 feet;
thence N10°-25'-46"W, 5.77 feet to the Point of Beginning and the end of this description.

Containing 201 square feet of Grantor's property.

part of Grantor's property lying within the following described parcels of land:

Also, a part of the SW 1/4 of the NE 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southwest corner of the NE 1/4 of said Section 21;
thence N89°-21'-49"E, along the south line of the NE 1/4 of said Section 21, 451.99 feet;
thence N00°-38'-11"W, 826.50 feet to the south right-of-way line of Wilgus Avenue, said point being on the arc of a curve to the right, having its radius point bearing southerly, 1399.42 feet;
thence easterly 140.69 feet along the arc of said right-of-way curve, the long chord of which bears N81°-54'-59"E, 140.64 feet to the Point of Beginning of this description;
thence continuing easterly 42.55 feet along the arc of said south right-of-way line, the long chord of which bears N85°-40'-02"E, 42.55 feet;
thence S03°-42'-01"E, 7.33 feet;
thence S85°-30'-42"W, 42.33 feet;
thence N05°-21'-35"W, 7.44 feet to the Point of Beginning and the end of this description.

Containing 318 square feet of Grantor's property.

Parcel No.: 1
Grantor: Lutheran Church of our Redeemer (Tax Key No.59281215100)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **Shamer LLC GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Fifty dollars (\$50.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215824

see Addendum A

This easement shall terminate upon completion of the construction project for which this instrument is given.

George Bullard 4/28/14
Signature Date
George Bullard
Print Name

Shannon Bullard 4-28-14
Signature Date
Shannon Bullard
Print Name
4-28-14
Date

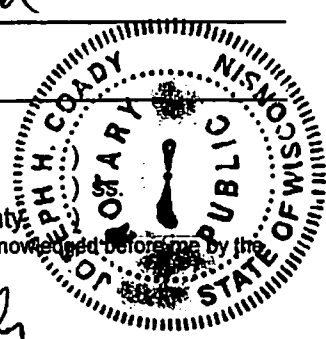
State of Wisconsin
Sheboygan County

On the above date, this instrument was acknowledged before me by the named person(s).

Joseph H. Coady
Signature, Notary Public, State of Wisconsin

JOSEPH H. COADY
Print Name, Notary Public, State of Wisconsin

2-1-15
Date Commission Expires



EASEMENT DESCRIPTION

For Sidewalk Construction

Sheboygan, WI

Segment 5

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue;
thence S64°-03'-31"E, along said northeasterly right-of-way line, 708.43 feet;
thence S63°-00'-25"E, along said northeasterly right-of-way line, 200.29 feet;
thence S63°-55'-00"E, along said northeasterly right-of-way line, 99.39 feet to the west line of Tract A of a Certified Survey Map filed in Volume 4 of Certified Survey Maps, Page 32, and the Point of Beginning of this description;
thence N01°-59'-44"E, along said west line, 7.67 feet;
thence S63°-55'-00"E, 200.06 feet;
thence S01°-59'-44"W, 2.19 feet;
thence S63°-55'-00"E, 250.84 feet;
thence S00°-35'-08"W, 3.32 feet;
thence S63°-55'-00"E, 139.17 feet;
thence N00°-35'-04"E, 1.10 feet;
thence S63°-55'-00"E, 198.70 feet;
thence S00°-33'-40"W, 1.10 feet;
thence S63°-55'-00"E, 90.88 feet;
thence S26°-05'-00"W, 2.00 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, 878.84 feet to the Point of Beginning and the end of this description.

Containing 278 square feet of Grantor's property.

Parcel No.: 9
Grantor: Shamer LLC (Tax Key No.59281215824)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

STATEMENT TO CONSTRUCTION ENGINEER

LPA1528 8/2011 (Replaces DT3034) s. 84.09 Wis. Stats.

Provide copies to: project engineer, parcel folder and owner

Owner Name(s) Shamer LLC	Address 640 School Street Kohler, WI 53044-1430	Area code - phone Home: Cell: 920-627-2092 Work: 920-452-2446
Tenant, if any	Address	Area code - phone Home: Cell: Work:

- **Basic concepts of construction project have been explained to owner.**
- **All commitments agreed upon between negotiator and property owner are listed below.**
- **No other commitments, either verbal or implied, are valid.**
- **All commitments are subject to approval of WisDOT.**

Commitments made (fences, driveways, trees, drainage or other items):




The City of Sheboygan has agreed to move the sidewalk toward Wilgus Avenue along the portion of the property near the company signs so the signs will not be disturbed.

Any lawn area disturbed to be replaced and reseeded.

Any driveway area disturbed to be replaced in kind.

Other matters of interest and owner concerns:

Please contact landowner during construction prior to any limits on traffic in the driveway areas, in order for the company to contact patients regarding access/parking.

 Property Owner Signature	4-28-14 Date	 Negotiator Signature Carol J. Ahles	5/1/2014 Date
 Property Owner Signature	4-28-14 Date		

Commitments Approved:

Approving Authority Signature and Title

Date

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **QSO Taylor, LLC GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Two Hundred Ten dollars (\$210.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215828

This easement shall terminate upon completion of the construction project for which this instrument is given.

Deborah DeBlacy 5/1/14
Signature Date

Deborah DeBlacy
Print Name

Signature Date

Print Name

Date

State of Wisconsin)
Sheboygan County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Truda Muench
Signature, Notary Public, State of Wisconsin

Truda Muench
Print Name, Notary Public, State of Wisconsin

9.3.17
Date Commission Expires

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 5

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue;
thence S64°-03'-31"E, along said northeasterly right-of-way line, 708.43 feet;
thence S63°-00'-25"E, along said northeasterly right-of-way line, 200.29 feet;
thence S63°-55'-00"E, along said northeasterly right-of-way line, 99.39 feet to the west line of Tract A of a Certified Survey Map filed in Volume 4 of Certified Survey Maps, Page 32, and the Point of Beginning of this description;
thence N01°-59'-44"E, along said west line, 7.67 feet;
thence S63°-55'-00"E, 200.06 feet;
thence S01°-59'-44"W, 2.19 feet;
thence S63°-55'-00"E, 250.84 feet;
thence S00°-35'-08"W, 3.32 feet;
thence S63°-55'-00"E, 139.17 feet;
thence N00°-35'-04"E, 1.10 feet;
thence S63°-55'-00"E, 198.70 feet;
thence S00°-33'-40"W, 1.10 feet;
thence S63°-55'-00"E, 90.88 feet;
thence S26°-05'-00"W, 2.00 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, 878.84 feet to the Point of Beginning and the end of this description.

Containing 181 square feet of Grantor's property.

Parcel No.: 12
Grantor: QSO Taylor LLC (Tax Key No.59281215828)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being a part of Tract 2 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316, and located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Center of said Section 21;
thence N00°-25'-53"E, along the east line of the NW 1/4 of said Section 21, 1667.55 feet;
thence N89°-34'-07"W, 106.25 feet to a point on the westerly right-of-way line of Taylor Drive and the Point of Beginning of this description;
thence N76°-30'-53"W, 23.83 feet;
thence N13°-29'-07"E, 46.90 feet to the north line of Tract 2 of said Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence N88°-41'-12"E, along said north tract line, 24.65 feet to the westerly right-of-way line of said Taylor Drive;
thence S13°-29'-07"W, along said westerly right-of-way line, 53.20 feet to the Point of Beginning and the end of this description.
Containing 1,193 square feet of Grantor's property.

Parcel No.: 12
Grantor: QSO Taylor LLC (Tax Key No.59281215828)
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by Wisconsin Power & Light Co. GRANTOR, conveys a temporary limited easement as described below to the City of Sheboygan, GRANTEE, for the sum of One Hundred Forty dollars (\$140.00) for the purpose of grading and/or sloping.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

Grantee shall indemnify and hold Grantor harmless from and against any claims arising by way of the Grantee's acts or omissions in the course of its work in the easement area; but only to the extent caused by, arising out of, or relating to the work of Grantee.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281312540

This easement shall terminate upon completion of the construction project for which this instrument is given.

Laurie Sokolak 5-1-14
Signature Date
Laurie Sokolak, Manager Real Estate and Right-of-Way
Print Name

Signature Date

Print Name

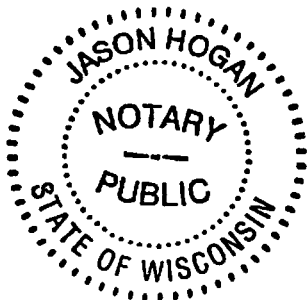
Date
State of Wisconsin)
Dane County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Jason Hogan
Signature, Notary Public, State of Wisconsin

Jason Hogan
Print Name, Notary Public, State of Wisconsin

August 4, 2017
Date Commission Expires



EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 6

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the SE 1/4 of the SW 1/4 of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 35;
thence S89°-47'-18"W, along the south line of the SW 1/4 of said Section 35, 1300.70 feet;
thence N00°-12'-42"W, 671.75 feet to a point on the north right-of-way line of Washington Avenue at the east right-of-way line of S. 9th Street, said point being the Point of Beginning of this description;
thence N00°-19'-12"E, along said east right-of-way line of S. 9th Street, 4.00 feet;
thence S89°-52'-43"E, 444.90 feet;
thence N00°-07'-17"E, 16.00 feet;
thence S89°-52'-43"E, 45.13 feet;
thence S00°-25'-05"W, 12.00 feet;
thence S89°-52'-43"E, 110.17 feet;
thence S00°-25'-05"W, 6.00 feet;
thence S89°-52'-43"E, 69.79 feet;
thence N00°-07'-17"E, 6.00 feet;
thence S89°-52'-43"E, 45.00 feet;
thence S00°-07'-17"E, 8.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-52'43"W, along said north right-of-way line, 715.22 feet to the Point of Beginning and the end of this description.
Containing 881 square feet of Grantor's property.

Parcel No.: 14

Grantor: Wisconsin Power & Light Co. (Tax Key No.59281312540)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
April 16, 2012, revised June 8, 2012

STATEMENT TO CONSTRUCTION ENGINEER

LPA1528 8/2011 (Replaces DT3034) s. 84.09 Wis. Stats.

Provide copies to: project engineer, parcel folder and owner


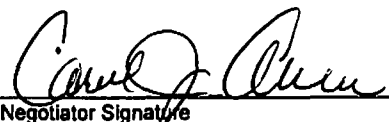
Owner Name(s) Wisconsin Power & Light Co.	Address 4421 Tower Drive Sheboygan, WI 53081-8478	Area code - phone Home: Cell: Work:
Tenant, if any	Address	Area code - phone Home: Cell: Work:

- Basic concepts of construction project have been explained to owner.
- All commitments agreed upon between negotiator and property owner are listed below.
- No other commitments, either verbal or implied, are valid.
- All commitments are subject to approval of WisDOT.


Commitments made (fences, driveways, trees, drainage or other items):

None. —

Other matters of interest and owner concerns:

 Property Owner Signature Laurie Sokolak, Manager Real Estate and Right-of-Way	April 17, 2014 Date	 Negotiator Signature	5/2/2014 Date
Property Owner Signature	Date		

Commitments Approved:

 Approving Authority Signature and Title	5/14/14 Date
--	-----------------

Project No.: 4996-01-54

County: Sheboygan

Parcel No.: 14

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the SW 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 268.07 feet;
thence N00°-25'-09"W, 33.00 feet to a point on the north right-of-way line of Union Avenue at the west right-of-way line of Georgia Avenue, said point being the Point of Beginning of this description;
thence S89°-34'-51"W, along the north right-of-way line of Union Avenue, 20.01 feet;
thence N01°-41'-03"E, 336.00 feet;
thence S88°-18'-57"E, 20.00 feet to the west right-of-way line of Georgia Avenue;
thence S01°-41'-03"W, along said west right-of-way line, 335.26 feet to the Point of Beginning and the end of this description.
Containing 6,713 square feet of Grantor's property.

Also, commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 268.07 feet;
thence N00°-25'-09"W, 33.00 feet to a point on the north right-of-way line of Union Avenue at the west right-of-way line of Georgia Avenue;
thence N01°-41'-03"E, along said west right-of-way line of Georgia Avenue, 364.19 feet to the Point of Beginning of this description;
thence N88°-18'-57"W, 5.00 feet;
thence N01°-41'-03"E, 203.51 feet to the beginning of a curve to the right, having its radius point bearing easterly 312.84 feet;
thence northerly 32.23 feet along the arc of said curve, the long chord of which bears N04°-44'-52"E, 32.21 feet to the south line of Lot 99, First Addition to Rammer Estates Subdivision;
thence S82°-06'-52"E, along said south lot line, 5.00 feet to a point on the arc of the west right-of-way line of Georgia Avenue, the radius point of which bears easterly 307.84 feet;
thence southerly 31.69 feet along the arc of the curve to the left, the long chord of which bears S04°-44'-48"W, 31.68 feet, to the end of said curve;
thence S01°-41'-03"W, along the west right-of-way line of Georgia Avenue, 203.50 feet to the Point of Beginning and the end of this description.
Containing 1,177 square feet of Grantor's property.

Grantor: Inreit BL Sheboygan LLC (Tax Key No.59281431063)

Grantee: City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **The Settlement at Lost Creek Condominium Association GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **One Thousand Five Hundred dollars (\$1,500.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number

This easement shall terminate upon completion of the construction project for which this instrument is given.

James F. Krause 4/24/14
Signature Date

James F. Krause
Print Name

President

Signature Date

Print Name

Date

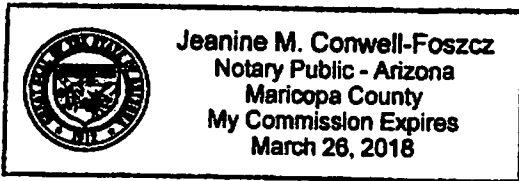
State of Wisconsin)
Maricopa County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Jeanine M. Conwell-Foszcz
Signature, Notary Public, State of Wisconsin

Jeanine M. Conwell-Foszcz
Print Name, Notary Public, State of Wisconsin

March 26, 2018
Date Commission Expires



EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being part of the common area of The Settlement at Lost Creek Condominium, located in part of the NE 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the East 1/4 corner of said Section 28;
thence S00°-00'-26"E, along the east line of the SE 1/4 of said Section 28, 536.40 feet;
thence S89°-59'-34"W, 4.42 feet to the east line of said Condominium at a point 12 feet southeasterly of the southeasterly right-of-way line of Georgia Avenue, said point being on the arc of a curve whose radius point lies southeasterly 2433.00 feet;
thence southwesterly 131.71 feet along the arc of said curve to the left, the long chord of which bears S55°-36'-40"W, 131.69 feet;
thence S54°-03'-25"W, 10.93 feet to the east right-of-way line of Black Walnut Trail;
thence N13°-29'-09"W, along said east right-of-way line, 12.98 feet to the southeasterly right-of-way line of Georgia Avenue;
thence S54°-03'-25"W, 85.06 feet to the southwesterly right-of-way line of Black Walnut Trail at the southeasterly right-of-way line of Georgia Avenue and the Point of Beginning of this description;
thence S35°-50'-34"E, along said southwesterly right-of-way line of Black Walnut Trail, 18.00 feet;
thence S54°-03'-25"W, 78.03 feet to the beginning of a curve to the right, having its radius point bearing northwesterly 2195.25 feet;
thence southwesterly 482.72 feet along the arc of said curve, the long chord of which bears S60°-21'-23"W, 481.75 feet to Grantor's west property line;
thence N15°-06'-10"W, along said west line, 18.19 feet to the southeasterly right-of-way line of Georgia Avenue, said point lying on the arc of a curve to the left, having its radius point bearing northwesterly 2177.25 feet;
thence northeasterly 476.16 feet along the arc of said right-of-way curve, the long chord of which bears N60°-19'-20"E, 475.21 feet;
thence N54°-03'-25"E, along said southeasterly right-of-way line, 78.06 feet to the Point of Beginning and the end of this description.
Containing 10,035 square feet of Grantor's property.

Parcel No.:	20
Grantor:	The Settlement at Lost Creek Condominium Association
Grantee:	City of Sheboygan

Description by:

Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **The Settlement at Lost Creek Condominium Association GRANTOR**, conveys a temporary limited easement as described below to the **City of Sheboygan, GRANTEE**, for the sum of **Two Hundred Sixty dollars (\$260.00)** for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number

This easement shall terminate upon completion of the construction project for which this instrument is given.

James F. Krause 4/24/14
Signature Date
James F. Krause
Print Name
President

Signature Date

Print Name

Date

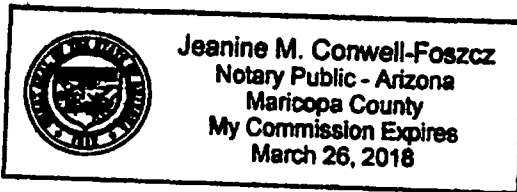
State of Wisconsin)
Maricopa County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Jeanine M. Conwell-Foszcz
Signature, Notary Public, State of Wisconsin

Jeanine M. Conwell-Foszcz
Print Name, Notary Public, State of Wisconsin

March 26, 2018
Date Commission Expires



EASEMENT DESCRIPTION

For Sidewalk Construction

Sheboygan, WI

Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being part of the common areas of The Settlement at Lost Creek Condominium, located in part of the NE 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the East 1/4 corner of said Section 28;
thence S00°-00'-26"E, along the east line of the SE 1/4 of said Section 28, 536.40 feet;
thence S89°-59'-34"W, 4.42 feet to the east line of said Condominium at a point 12 feet southeasterly of the southeasterly right-of-way line of Georgia Avenue and the Point of Beginning of this description, said point being on the arc of a curve to the left, whose radius point lies southeasterly 2433.00 feet;
thence southwesterly 131.71 feet along the arc of said curve, the long chord of which bears S55°-36'-40"W, 131.69 feet;
thence S54°-03'-25"W, 10.93 feet to the east right-of-way line of Black Walnut Trail;
thence N13°-29'-09"W, along said east right-of-way line, 12.98 feet to the southeasterly right-of-way line of Georgia Avenue;
thence N54°-03'-25"E, along said southeasterly right-of-way line, 5.83 feet to the beginning of a curve to the right, having its radius point bearing southeasterly 2445.00 feet;
thence northeasterly 140.24 feet along the arc of said right-of-way curve, the long chord of which bears N55°-42'-01"E, 140.22 feet to the northeast corner of said Condominium;
thence S00°-00'-26"W, along the east line of said Condominium, 14.27 feet to the Point of Beginning and the end of this description.
Containing 1,732 square feet of Grantor's property.

Parcel No.: 22
Grantor: The Settlement at Lost Creek Condominium Association
Grantee: City of Sheboygan
Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

VII

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. May 19, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 347-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License #9687 be denied based upon her failure to accurately reveal all relevant convictions on her application and her record of violations related to the licensed activities.

reg.

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. May 19, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 373-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Driver's License #0337 be denied based upon her record of violations related to the licensed activity, her failure to cooperate with the Committee and her status as a habitual law violator.

reg.

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 14 - 15. By FINANCE. May 19, 2014.

Your Committee to whom was referred Res. No. 3-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establish appropriation for purchase and demolition of 727 N. 8th St.; establish appropriation for purchase of Schuchardt Farm, Inc.; establish Capital Improvements funding for 2014); recommends that the Resolution be passed.

ref

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.1

Res. No. 3 - 14 - 15. By Alderperson Hammond. May 5, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase and demolition of 727 N 8th St.:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund Land Acquisition 10161100-611100	\$750,000

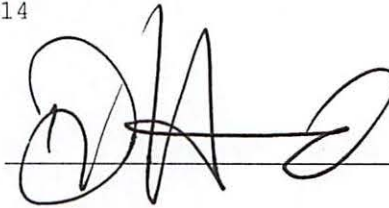
Establishing appropriation for purchase of Schuchardt Farm, LLC:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Industrial Park Fund Unreserved Fund Balance 407-253000	Industrial Park Fund Land Acquisition 40761100-611100	\$1,600,000

Establishing Capital Improvements funding for 2014:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Convention Center Advance to Capital Improvements 314-136473	Capital Improvements Advance from Convention Center 473-207314	\$2,000,000

Finance approve



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. - 14 - 15 . By Alderpersons Carlson and Damrow.
May 19, 2014.

AN ORDINANCE granting Aaron C. and Jenny K. Brault, their heirs and assigns, the privilege of encroaching upon described property located at 2010 N. 6th St. for the purpose of reconstructing and maintaining a failing retaining wall.

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

Section 1. Subject to the terms and conditions contained herein, Aaron C. and Jenny K. Brault, their heirs and assigns, are hereby granted the privilege of encroaching upon described property located at 2010 N. 6th St., that part of the right of way for Bluff Ave. being to Lot 5, Blk. 1, of Jacob Hilperthausers Addition in the NE 1/4 of the SW ¼ Section 14 T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, for the purpose of reconstructing and maintaining a failing retaining wall, in accordance with the sketch attached hereto and made a part hereof.

Commencing at the SE corner of said Lot 5 also being the point of beginning, thence east along the south line of said Lot 5 also being the north right of way line for Bluff Ave. 68.00', thence south 3.00' to the north edge of a concrete sidewalk, thence west along the north edge of said sidewalk 68.00', thence north 3.00' to the point of beginning, said described parcel contains 204 square feet.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Aaron C. and Jenny K. Brault, their heirs and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Aaron C. and Jenny K. Brault, their heirs and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Aaron C. and Jenny K. Brault, their heirs and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City Plan

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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____.

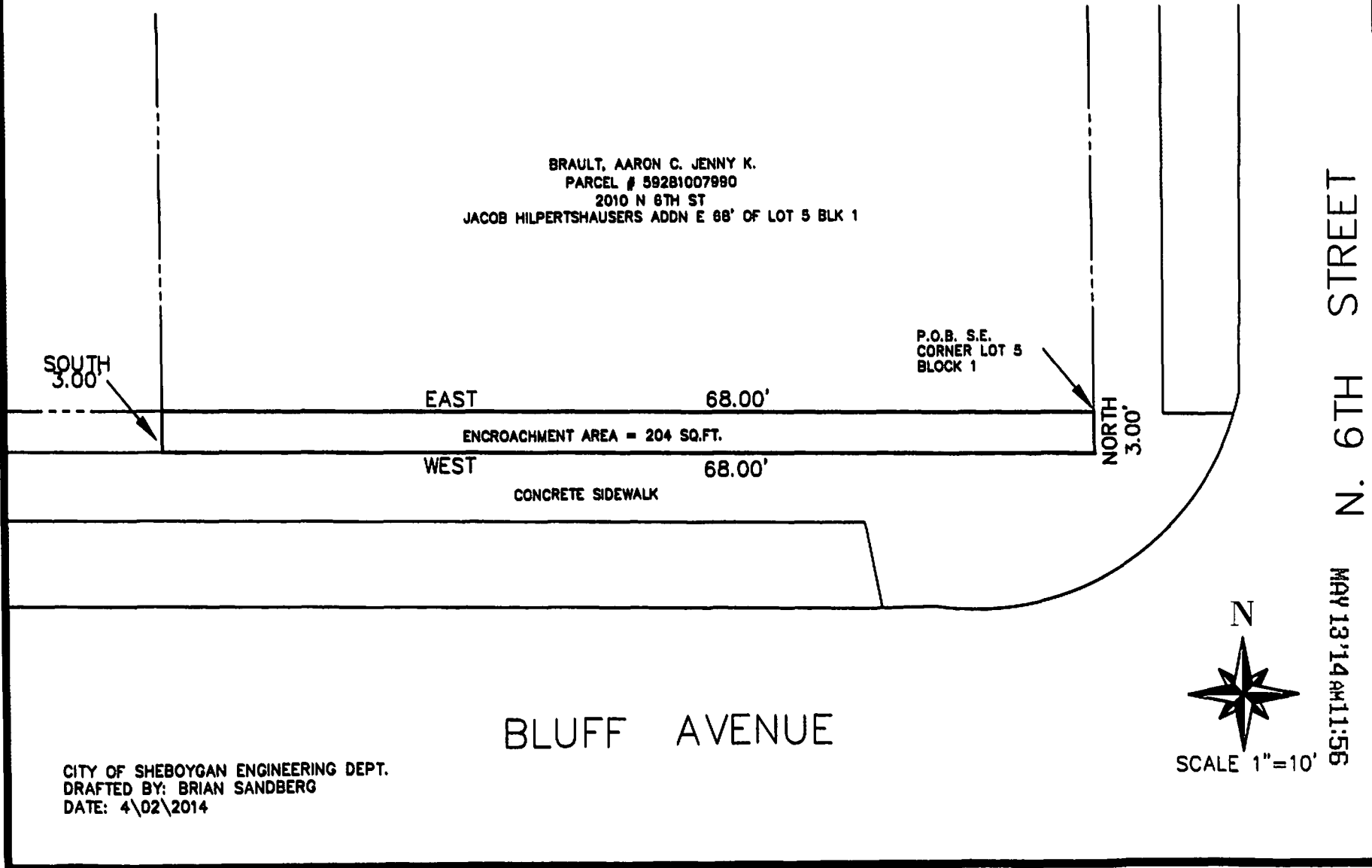
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ENCROACHMENT DESCRIPTION
FOR 2010 NORTH 6TH STREET RETAINING WALL

THAT PART OF THE RIGHT OF WAY FOR BLUFF AVENUE ADJACENT TO LOT 5 BLOCK 1 OF JACOB HILPERTHAUSERS ADDITION IN THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ SECTION 14 T.15N., R.23E. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 5 ALSO BEING THE POINT OF BEGINNING, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 ALSO BEING THE NORTH RIGHT OF WAY LINE FOR BLUFF AVENUE 68.00 FEET, THENCE SOUTH 3.00 FEET TO THE NORTH EDGE OF A CONCRETE SIDEWALK, THENCE WEST ALONG THE NORTH EDGE OF SAID SIDEWALK 68.00 FEET, THENCE NORTH 3.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 204 SQUARE FEET.

BRAULT, AARON C. JENNY K.
PARCEL # 592B1007990
2010 N 6TH ST
JACOB HILPERTSHAUSERS ADDN E 68' OF LOT 5 BLK 1



CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\02\2014



N. 6TH STREET

MAY 13 14 AM 11:56

2010 N 6th Street Encroachment Request

Current Condition Looking NW



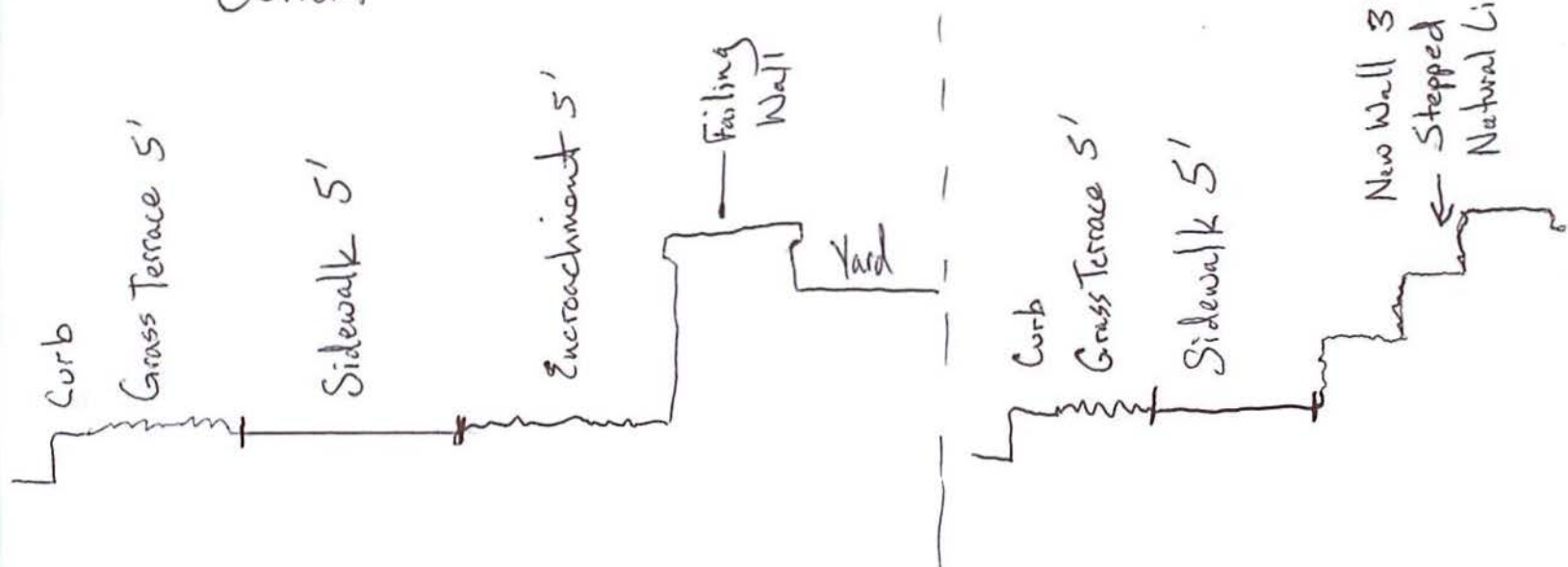
Current Condition Looking NE

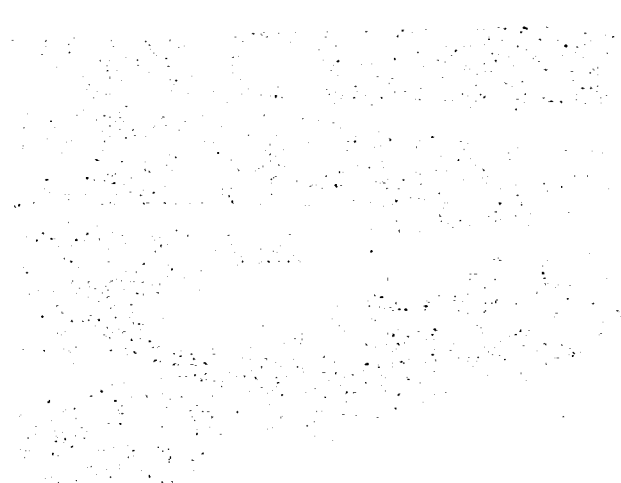
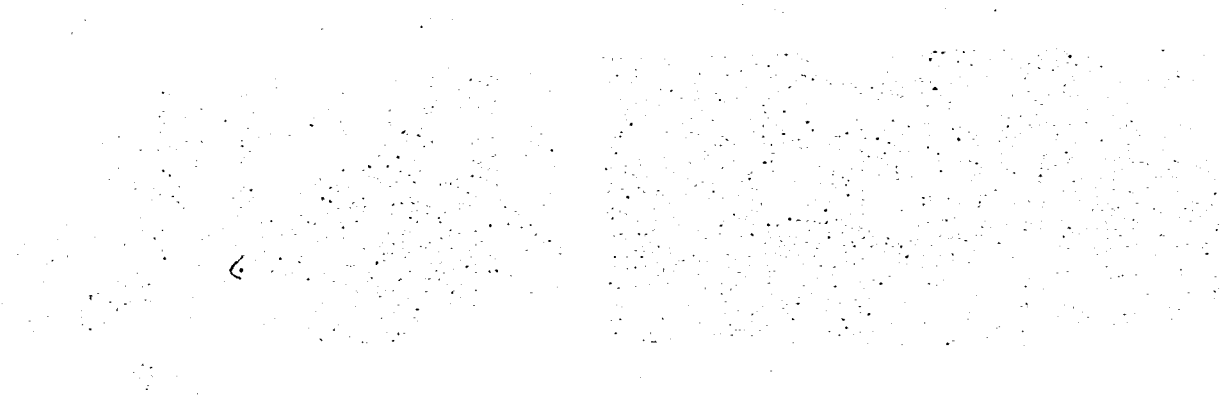


Current

Type of Stone for New Wall

Proposed

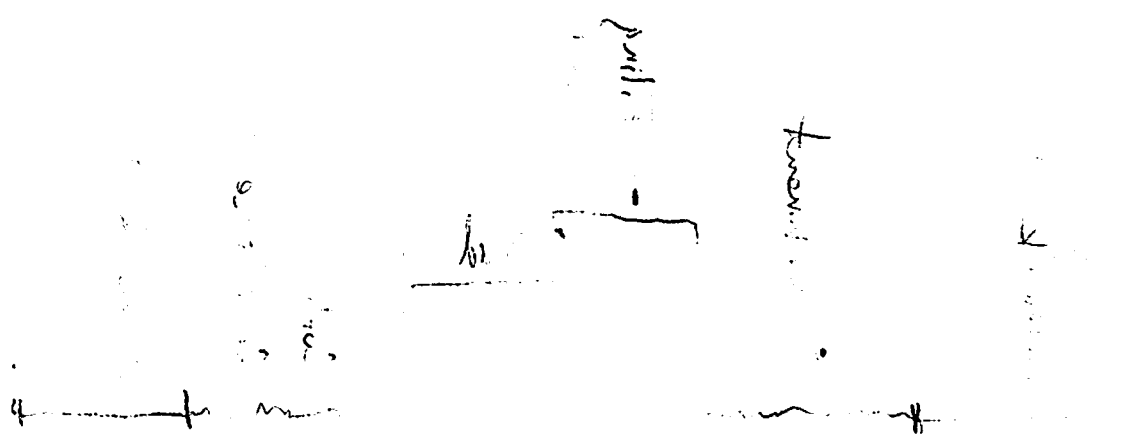




→

b

mc



II

Other Matters

8.1

R. O. No. _____ - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a communication from Eric Boherstengel requesting a waiver from the Sex Offender Residency restrictions in order to live at 1219 N. 16th St.

pp+S.



City Clerk

Date 5-14-14

My name is Eric Boherstengel

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1219 N. 16th St.

Sheboygan, WI 53081

Signature



Phone No 920-917-5808

MAY 15 '14 PM 2:27

III

Other Matters

8.2

Res. No. _____ - 14 - 15. By Alderperson Hammond. May 19, 2014.

A RESOLUTION authorizing all City Officers to keep and preserve public records by means of photographic reproduction.

WHEREAS, pursuant to Sec. 2-843 of the Municipal Code, any city officer may, subject to the approval of the common council, keep and preserve public records in his or her possession by means of microfilm or other photographic reproduction method.

NOW, THEREFORE, BE IT RESOLVED: That all City Officers are authorized to keep and preserve public records in his or her possession by means of photographic reproduction in accordance with Sec. 2-843 of the Municipal Code.

*reg
Hammond / Carlson
Res pass*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

8.3

Res. No. _____ - 14 - 15. By Alderperson Heidemann. May 19, 2014.

A RESOLUTION authorizing the emergency repair and reconstruction of storm sewer and subgrade for the Pennsylvania Ave. bridge abutment, as the result of a broken storm sewer pipe that caused major erosion.

WHEREAS, this condition has necessitated the closure of half the bridge to one lane in each direction. As a precaution to prevent potential cave-in of street panels;

WHEREAS, the extensive nature of the conditions, limited time for repair, and limited availability of qualified sewer and road contractors call for immediate action.

NOW, THEREFORE, BE IT RESOLVED; that the Common Council finds that the extensive nature of the eroded conditions at the Pennsylvania Ave. bridge creates an emergency endangering the public welfare of the City.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into contracts with Buteyn-Peterson and County Materials Corporation, and other necessary contractors for the repair and reconstruction of storm sewer and bridge approaches as a result of the erosion.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw on the appropriate funds in payment of same.

Heidemann /
suspend
Heidemann /
Res pass

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

PROPOSAL

Buteyn-Peterson Construction Company, Inc. (Contractor)
 Road and Site Contractors
 N7337 Dairyland Drive, Sheboygan, Wisconsin, 53083
 (920)-565-8200

PROPOSAL SUBMITTED TO City of Sheboygan, Att. Ryan Sazma	PHONE	DATE 5/8/2014
STREET	JOB NAME EMERGENCY EROSION REPAIR	
CITY, STATE AND ZIP	JOB LOCATION Penn Ave. Bridge and approach	

We propose hereby to furnish material and labor to complete the following work in accordance with information supplied by owner at the prices stated:

UNIT	DESCRIPTION	QTY	PRICE	TOTAL
LS	Mobilizations	1	9,232.00	\$9,232.00
LS	Excavtion and dispoast	1	5,500.00	\$5,500.00
LF	Saw Pavement	281	1.50	\$421.50
SY	Remove Pavement	161	3.25	\$523.25
LS	Install Storm Sewers and Man Holes	1	33,508.00	\$33,508.00
LS	Provide,place and compact 12 inch CABC	1	1,497.00	\$1,497.00
SY	9 inch Doweled Pavement	151	61.45	\$9,278.95
SF	Concrete Sidewalk	530	4.50	\$2,385.00
SF	remove walk grade and gravel for walk	530	0.50	\$265.00
LF	Intregal Curb	60	10.00	\$600.00
LF	Curb and Gutter	15	35.00	\$525.00
EA	Drilled Dowel bars	66	14.00	\$924.00
EA	Drilled Tie Bars	23	7.00	\$161.00
CY	Slurry*	150	115.00	\$17,250.00
LS	Topsoil	1	900.00	\$900.00
SY	Erosion Matt	1,000	1.50	\$1,500.00
SY	Seed	1,500	0.75	\$1,125.00
LS	Remove and dispose of existing surface drain	1	675.00	\$675.00

ALTERNATE				
sy	Repair eroded slope paving areas	300	27.00	\$8,100.00
			Total Cost	\$94,370.70

SEE ATTACHED FOR PROPOSAL

SUBJECT TO ADDITIONAL TERMS AND CONDITIONS as shown on attached exhibit A

OTHER CONDITIONS:

- This is A Total not to Exceed Unit prices, the quantities are estimates and may decrease or increase
- This does not include Bridge seal or painting of pavement

PAYMENT TO BE MADE AS FOLLOWS:

Net 20 days from date of billing. 1-1/2% per month applied to the past due balance.

Buteyn-Peterson Construction Company, Inc.
 Authorized Signature: 

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted
 You are authorized to do the work as specified Payment will be made as outlined above

Date of Acceptance: _____ Signature: _____
 Signature: _____

PRICE ACKNOWLEDGEMENT



(920) 894-2707 Fax: (920) 894-3950
 16800 Little Elkhart Lake Road
 Kiel, WI 53042-3163

ENTERED	QUOTE DATE	QUOTE NO.
mbr	05/15/14	2353332-00
WAREHOUSE	P.O. NO.	PAGE #
85	RYAN SAZAMA	1 of 2

CUST #: 12476

SHIP TO: SHEBOYGAN COUNTY
 PENNSYLVANIA AVE BRIDGE
 SHEBOYGAN WI 53081

BILL TO: CITY OF SHEBOYGAN
 828 CENTER AVENUE STE 205
 SHEBOYGAN WI 53081-4442

LINE NO.	PRODUCT AND DESCRIPTION	QTY ORDERED	QTY U/M	UNIT PRICE	AMOUNT (NET)
1	7248381W 48" RCCP C3[-8']TIED	112	LFT	80.00	8960.00
2	702401 JOINT TIES	24	EA	40.00	960.00
3	281203 SDR35-PIPE-12 #35120G	14	LF	10.19	142.66
4	281802 SDR35-PIPE-18	42	EA	21.85	917.70
5	720022 PIPE LUBE-QT-2#	2	EA	6.50	13.00
6	com	1	each	0.00	0.00
7	MH #1 (72" DIA.) 7986824W COVER 86" X 8" W/24' HOLE ECC (72")	1	EA	450.00	450.00
8	787200FWC MH RISER 72 X" " FLAT TOP	2	VFT	196.00	392.00
9	787200SWC MH RISER 72 X" SPIGOT TOP	6	VFT	196.00	1176.00
10	77968W BASE 96"X' 8"	1	EA	435.00	435.00
11	700252 JT SEAL 1 1/4"	8	ROLL	30.00	240.00
12	com	1	each	0.00	0.00
13	CB # 1 & 2 (3X2) 78243630WC CATCH BASIN 24x36x30	1	EA	345.00	345.00
16	782360 INLET BOX 2'X3'X60"	1	EA	495.00	495.00
17	com	1	each	0.00	0.00
	MH # 2				
Con	inued	0	Ca		

*County Materials is not responsible for quantities listed above
 *All prices are subject to change without notice

PRICE ACKNOWLEDGEMENT



(920) 894-2707 Fax: (920) 894-3950
 16800 Little Elkhart Lake Road
 Kiel, WI 53042-3163

ENTERED	QUOTE DATE	QUOTE NO.
mbr	05/15/14	2353332-00
WAREHOUSE	P.O. NO.	PAGE #
85	RYAN SAZAMA	2 of 2

CUST #: 12476

SHIP TO: SHEBOYGAN COUNTY
 PENNSYLVANIA AVE BRIDGE
 SHEBOYGAN WI 53081

BILL TO: CITY OF SHEBOYGAN
 828 CENTER AVENUE STE 205
 SHEBOYGAN WI 53081-4442

LINE NO.	PRODUCT AND DESCRIPTION	QTY ORDERED	QTY U/M	UNIT PRICE	AMOUNT (NET)
18	784836E24FWC MH E-CONE 48x36x24 FLAT BOTTOM	1	EA	210.00	210.00
22	78hole1 HOLE CHARGE - 21" AND DOWN	4	EA	35.00	140.00
23	78hole2 HOLE CHARGE - ABOVE 21"	5	EA	55.00	275.00
24	SP85-001E-O25-85-11 MH BOX RISER 7'0"x7'0"	7.50	EA	385.00	2887.50
25	SP85-001F-O24-85-11 MH BOX BASE 7'0"x7'0"	1	EA	950.00	950.00
26	SP85-001G-O24-85-11 MH BOX COVER 7'0"x7'0"	1	EA	1046.00	1046.00

} Box
Equip
5-sided

Total 20034.86
 Invoice Total 20034.86

*County Materials is not responsible for quantities listed above
 *All prices are subject to change without notice