

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

Resignation

To Mayor Vandersteen and the members of the Harbor Center BID Board.

I hereby resign my position as board member effective 4/17/2014 as I am no longer able to attend meetings due to increased business concerns. I am grateful for having had the opportunity to serve on the board of this fine organization, I offer my best wishes for its continued success, and I look forward to working together in the future.

Sincerely,

  
Larry Schaefer

**Richards, Susan**

*Resignation*

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**From:** Mayor Vandersteen  
**Sent:** Thursday, April 17, 2014 11:23 AM  
**To:** Richards, Susan  
**Subject:** FW: Resignation from the Historic Preservation Commission/Housing Rehabilitation Commission

Please introduce this communication at the first Common Council meeting in May.

Thanks,

Mike Vandersteen, Mayor  
City of Sheboygan

**From:** Nancy Moudry [<mailto:nmoudry@sbcglobal.net>]  
**Sent:** Thursday, April 17, 2014 10:29 AM  
**To:** Mayor Vandersteen  
**Subject:** Resignation from the Historic Preservation Commission/Housing Rehabilitation Commission

Dear Mayor Vandersteen,

With this letter I ask you to accept my resignation as a member of the Historic Preservation Commission/Housing Rehabilitation Commission. Please know that I appreciated the opportunity to serve on this committee and enjoyed my years of service.

May I also suggest that for the vacancy on this commission due to my resignation that you kindly consider appointing Scott Lewandoske to serve as a continuing member.

With gratitude for your leadership of our city,  
Nancy Moudry



May 5, 2014

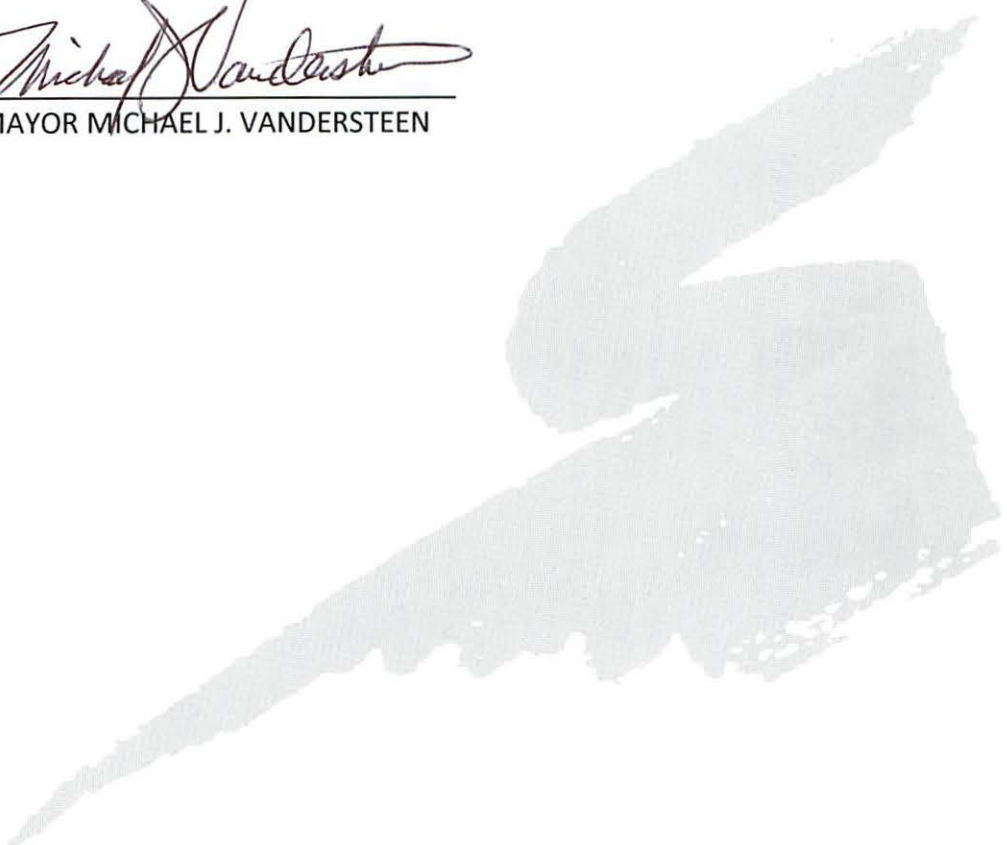
HONORABLE MEMBERS OF THE COMMON COUNCIL:

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.



MAYOR MICHAEL J. VANDERSTEEN

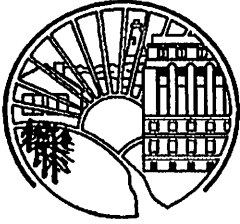


OFFICE OF MAYOR

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*

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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 Windepont Court, Sheboygan, WI 53083. He prefers not to be contacted via email.

Sincerely,

A handwritten signature in black ink that reads "Roger L. Te Stroete". The signature is written in a cursive, flowing style.

Roger L. Te Stroete  
Chairman of the Board

cc: Supervisor Conrardy



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.

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Mayor Michael J. Vandersteen

OFFICE OF MAYOR

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

920/459-3317  
FAX 920/459-0256

III

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

Your Commission met and discussed the following:

1. A copy of R. O. No. 301-13-14 by the City Clerk 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; and
2. A copy of R. O. No. 302-13-14 by the City Clerk 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;

recommends that the documents be placed on file.

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Director of Transit and Parking

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.

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

*Finance &  
Personnel  
file*

L.S. Schroeder  
3-11-14  
# 27-13

## NOTICE OF CLAIM AND CLAIM

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 10<sup>th</sup> 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 8<sup>th</sup> Street, Ste. 700  
Sheboygan, WI 53081-4513  
Telephone (920) 458-5501  
Facsimile (920) 458-5874

Sen H. H. H. H.

to the

of the

of the

pen Linda Schroeder  
355 A-

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 +  
Innovation  
file*

*ES Schneider  
16-13*

**SONNENBURG & ZELPE  
ATTORNEYS AT LAW  
601 CENTER AVENUE  
SHEBOYGAN, WISCONSIN 53081**

**WM. K. SONNENBURG  
SAMUEL ZELPE  
DAVID RABENOVITZ (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*

**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. 24<sup>th</sup> Street, Sheboygan, Wisconsin who sustained injuries as the result of a City Bus driving through a red light at the intersection of N. 15<sup>th</sup> 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.**

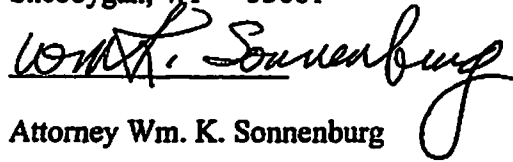
**That he sustained medical expenses including the Sheboygan Fire Department, St. Nicholas Hospital, Dr. Charles Schleevogt, Dr. Howard J Kroft, and various medication for pain to his legs and ribs. Due to a previous blood condition, he had discoloration to his legs with pain for a period of two months 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

A handwritten signature in cursive script that reads "Wm. K. Sonnenburg". The signature is written in black ink and is positioned above the printed name.

Attorney Wm. K. Sonnenburg

II

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

Submitting a communication, as a matter of record, from the Building Code Technical Analyst of Insurance Services Office, Inc., (ISO) along with the "Building Code Enforcement Evaluation Report".

*Susan Richards*

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City Clerk



4 B EVES DRIVE SUITE 200 MARLTON, NJ 08053 (856) 985-5600 FAX: (856) 810-9085

April 28, 2014

Mr. Patrick Eirich, Building Inspector  
Sheboygan  
828 Center Ave., Suite 104  
Sheboygan, WI 53081

RE: Building Code Effectiveness Grading Schedule Results  
Sheboygan, Sheboygan County, WI

Dear Mr. Eirich:

We wish to thank you for the cooperation given to our representative, Bill Harrington, during our recent survey. We have completed our analysis of the building codes adopted by your community and the efforts put forth to properly enforce those codes. The resulting Building Code Effectiveness Grading Classification is 4 for 1 and 2 family residential property and 4 for commercial and industrial property.

The Insurance Services Office, Inc. (ISO) is an insurer-supported organization with the primary mission of providing advisory insurance underwriting and rating information to insurers. There is no requirement that insurers use our advisory material. Insurers may have adopted, or may be in the process of adopting, an ISO insurance rating program that will provide rating credits to individual property insurance policies in recognition of community efforts to mitigate property damage due to natural disasters. These insurers may use the Building Code Effectiveness Grading Classification we have recently developed for your community as a basis for the credits used. While individual insurers may use different credits or different effective dates, the ISO program will apply credits to new construction within Sheboygan that has been issued a Certificate of Occupancy in the year 2014 and forward.

We will email our report which provides additional information about our classification process and how we have graded various aspects of your community's building codes and their enforcement.

We want to highlight the fact that the Building Code Effectiveness Grading Schedule is an insurance underwriting and information tool; it is not intended to analyze all aspects of a comprehensive building code enforcement program nor is it for purposes of determining compliance with any state or local law or for making property/casualty loss prevention and life safety recommendations.

If you have any questions about the Classification that was developed, please let us know. Additionally, if you are planning on any future changes in your building codes or their enforcement, please advise us as these changes may affect our analysis and your community's grading classification.

Sincerely,  
*Mary Lucidi*  
Building Code Technical Analyst

cc: Honorable Michael Vandersteen, Mayor  
Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

# **Building Code Enforcement Evaluation Report**

**Selections from the reviews of the**

**Sheboygan  
Building Code Enforcement Agency  
In the County of Sheboygan  
In the State of Wisconsin**

**3/15/2014 Evaluation**



**Building Code Effectiveness Grading Schedule (BCEGS®)**

## **Table of Contents**

<b>Tab</b>	<b>Description</b>
Section 1	Executive Summary
Section 2	Background Information
Section 3	Code Adoption
Section 4	Education, Training and Certification
Section 5	Staffing Levels
Section 6	BCEGS Point Analysis
Section 7	Natural Hazards
Appendix A	Natural Hazard General Information

**Section 1 Executive Summary**

Not all communities have rigorous building codes, nor do all communities enforce their codes with equal commitment. Yet the effectiveness of local building codes can have a profound effect on how the structures in your community will fare in a hurricane, earthquake, or other natural disaster.

Studies conducted following recent natural disasters concluded that total losses might have been as much as 50% less if all structures in the area had met current building codes. Building-code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Insurance Services Office (ISO) helps distinguish amongst communities with effective building-code adoption and enforcement through comprehensive program called the Building Code Effectiveness Grading Schedule (BCEGS®).

ISO is an independent statistical, rating, and advisory organization that serves the property/casualty insurance industry. ISO collects information on a community's building-code adoption and enforcement services, analyzes the data, and then assigns a Building Code Effectiveness Classification from 1 to 10. Class 1 represents exemplary commitment to building-code enforcement. The concept behind BCEGS is simple. Municipalities with well-enforced, up-to-date codes demonstrate better loss experience, and their citizens' insurance rates can reflect that. The prospect of minimizing catastrophe-related damage and ultimately lowering insurance costs gives communities an incentive to enforce their building codes rigorously.

The following management report was created specifically for Sheboygan based on a BCEGS survey conducted on 3/15/2014. This report can help you evaluate your community's building-code enforcement services utilizing benchmarking data collected throughout the country. The report is designed to give your management team an expanded prospective for dealing with the important issues surrounding effective building code enforcement. This is accomplished through comparisons of your code enforcement to that of others in your area and state. The analysis goes further to allow you to compare your jurisdiction to others across the country with similar permit, plan review and inspection activity. ISO thanks you for your participation and we encourage you to take advantage of the information contained in this report to assist in making decisions regarding the level of code enforcement best suited for Sheboygan.

The survey conducted has resulted in BCEGS class of 4 for 1 and 2 family dwellings and a class 4 for all other construction. More information regarding how this recent survey compares to previous surveys is provided below.

Table 1 details the points your department earned during the most recent survey as well as the points earned in the previous survey including a comparison of the two. This information may be used to track local trends or pin-point improvement target areas.

Table 1

	Building Code Effectiveness Grading Point Comparison						
	Point Totals					Difference	
	Current Grading Yr: 2014		Maximum Point Possible	Previous Grading Yr: 2009			
Com	Res	Com		Res	Com	Res	
<b>Section I - Administration of Codes</b>	<b>35.87</b>	<b>35.52</b>	<b>54.00</b>	<b>36.76</b>	<b>30.81</b>	<b>-0.89</b>	<b>4.71</b>
Section 105 - Adopted Codes	8.00	7.60	8.00	8.00	4.80	0.00	2.80
Section 108 - Additional Code Adoptions	3.01	3.01	4.00	3.35	1.88	-0.34	1.13
Section 110 - Modification to Adopted Codes	4.00	3.80	4.00	4.00	2.40	0.00	1.40
Section 112 Method of Adoption	0.00	0.00	1.00	1.00	1.00	-1.00	-1.00
Section 115 - Training	7.52	7.52	13.00	7.30	7.30	0.22	0.22
Section 120 - Certification	8.58	8.83	12.00	8.89	9.14	-0.31	-0.31
Section 125 - Building Official's Qualification / Exp/ Education	2.40	2.40	4.00	1.90	1.90	0.50	0.50
Section 130 - Selection Procedure for Building Official	0.00	0.00	0.50	0.00	0.00	0.00	0.00
Section 135 - Design Professionals	0.00	0.00	2.00	0.00	0.00	0.00	0.00
Section 140 - Zoning Provisions	0.00	0.00	1.00	0.00	0.00	0.00	0.00
Section 145 - Contractor / Builder Licensing & Bonding	0.20	0.20	1.00	0.23	0.30	-0.03	-0.10
Section 155 - Public Awareness Programs	1.46	1.46	2.50	1.39	1.39	0.07	0.07
Section 160 - Participation in Code Development Activities	0.50	0.50	0.50	0.50	0.50	0.00	0.00
Section 165 - Administrative Policies & Procedures	0.20	0.20	0.50	0.20	0.20	0.00	0.00

**Building Code Effectiveness Grading Point Comparison (continued)**

	Point Totals						
	Current Grading Yr: 2014		Maximum Point Possible	Previous Grading Yr: 2009		Difference	
	Com	Res		Com	Res	Com	Res
<b>Section II - Plan Review</b>	<b>21.45</b>	<b>21.61</b>	<b>23.00</b>	<b>21.26</b>	<b>19.17</b>	<b>0.19</b>	<b>2.44</b>
Section 205 - Existing Staffing	8.45	8.61	9.00	8.36	6.27	0.09	2.34
Section 210 - Experience of Personnel	1.50	1.50	1.50	1.40	1.40	0.10	0.10
Section 215 - Detail of Plan Review	11.00	11.00	11.50	11.00	11.00	0.00	0.00
Section 220 - Performance Evaluation for Quality Assurance	0.50	0.50	1.00	0.50	0.50	0.00	0.00
<b>Section III - Field Inspection</b>	<b>19.32</b>	<b>19.00</b>	<b>23.00</b>	<b>18.09</b>	<b>14.27</b>	<b>1.23</b>	<b>4.73</b>
Section 305 - Existing Staffing	9.00	8.68	9.00	7.65	3.83	1.35	4.84
Section 310 - Experience of Personnel	2.82	2.82	3.00	2.94	2.94	-0.12	-0.12
Section 315 - Managing Inspection and Re-inspection activity	1.00	1.00	1.00	0.00	0.00	1.00	1.00
Section 320 - Inspection Checklist	0.00	0.00	2.00	0.00	0.00	0.00	0.00
Section 325 - Special Inspections	0.00	0.00	1.00	1.00	1.00	-1.00	-1.00
Section 330 - Inspections for Natural Hazard Mitigation	1.50	1.50	1.50	1.50	1.50	0.00	0.00
Section 335 - Final Inspections	2.50	2.50	2.50	2.50	2.50	0.00	0.00
Section 340 - Certificate of Occupancy	2.00	2.00	2.00	2.00	2.00	0.00	0.00
Section 345 - Performance Evaluations for Quality Assurance	0.50	0.50	1.00	0.50	0.50	0.00	0.00
<b>Subtotal:</b>	<b>76.64</b>	<b>76.13</b>	<b>100.00</b>	<b>76.11</b>	<b>64.25</b>	<b>0.53</b>	<b>11.68</b>
The final score is determined by a relationship between Item 105 and the balances of the scoring.							
<b>Final Score:</b>	<b>76.64</b>	<b>72.70</b>	<b>100.00</b>	<b>76.11</b>	<b>40.47</b>	<b>0.53</b>	<b>32.25</b>

## Section 2 Background Information

### Introduction

ISO collects information from communities in the United States on their adoption and enforcement of building codes. ISO analyzes the data using its Building Code Effectiveness Grading Schedule (BCEGS) and then assigns a BCEGS Classification number to the community. The classification number-which ranges from 1 to 10-measures a jurisdiction's commitment to the adoption and enforcement of building codes affecting the construction of new buildings. Class 1 indicates the most favorable classification of commitment to the adoption and enforcement of building codes.

ISO's commitment to polling each building code enforcement agency on a regular basis is important to the program - periodic surveying helps determine if a community has made any significant changes since its last field evaluation. This ongoing effort is designed to re-evaluate each community at approximate 5-year intervals or sooner if changes indicate a potential revision to the classification number.

The purpose of this report is fourfold:

1. To summarize a community's scoring under the criterion contained in the BCEGS program.
2. To identify opportunities for communities desiring to improve their BCEGS classification number.
3. To assist a community in understanding how other jurisdictions with similar needs address building code adoption and enforcement.
4. To provide hazard mapping information important in planning and developing a sustainable community.

### Data Collection and Analysis

ISO has evaluated over 12,000 building code enforcement agencies across the United States. In each of these communities, three elements of building code adoption and enforcement are reviewed. These three elements are the administration of codes, plan review and field inspection.

#### Administration of Codes:

ISO evaluates the administrative support for code enforcement within the jurisdiction -- the adopted building codes and the modifications of those codes through ordinance, code enforcer qualifications, experience and education, zoning provisions, contractor/builder licensing requirements, public awareness programs, the building department's participation in code development activities, and the administrative policies and procedures. This section represents 54% of the analysis in the BCEGS program.

**Plan review division:**

Consideration is given to determine staffing levels, personnel experience, performance evaluation schedules, and the level of review of construction documents for compliance with the adopted building code of the jurisdiction being graded. This section represents 23% of the analysis.

**Field inspection:**

Consideration is given to determine staffing levels, personnel experience, performance evaluation schedules, and the level of the agency's review of building construction. This section also represents 23% of the analysis.

The information necessary to determine the BCEGS classification number was collected from the community building officials through a combination of on-site interviews and completed questionnaires.

**Section 3 Code Adoption**

Recognizing that building codes are continually being reviewed and updated to reflect emerging technology and best practices, the BCEGS program encourages communities to make every effort to adopt the latest edition of one of the building codes without amendments. The program is sensitive to the reality that building code adoption is not always a local issue, nor do the wheels of progress turn rapidly all the time. To receive maximum BCEGS credit for this very important section a community must adopt and implement the revised code within two years of the publication of the building code.

As detailed in Figure 3-1 below, eight points are the maximum available for the adoption of a building code. The final calculation to determine a jurisdiction's BCEGS classification employs the ratio of the points possible and the points earned in the building code adoption section as a factor for all other points earned in the system. Therefore, a jurisdiction enforcing the latest building code will have a ratio of 1 and no adjustment will be made to the points earned. A department enforcing a building code that was published six years prior to the survey date would have a ratio of 6.88/8 or .86 so the jurisdiction would receive credit for 86% of the points earned throughout the evaluation process.

Table 3-1 Criteria for Building Code Adoption Points

If the published date of the listed codes is within 5 years of the date of the grading:		
Building Code(s) addressing commercial and /or residential construction .....	8.00	points
If the published date of the listed codes is within 6 years of the date of the grading:		
Building Code(s) addressing commercial and /or residential construction .....	6.88	points
If the published date of the listed codes is within 10 years of the date of the grading:		
Building Code(s) addressing commercial and /or residential construction .....	2.21	points
If an earlier edition of the listed codes is adopted:		
Building Code(s) addressing commercial and /or residential construction .....	0.85	point

For departments surveyed in 2014 the BCEGS program uses the following as the latest edition of Building codes available.

Table 3-2 Latest Edition Available

	Publisher	Publication Date
Commercial Building Code	ICC/NFPA	2012/2012
Residential Building Code	ICC	2012

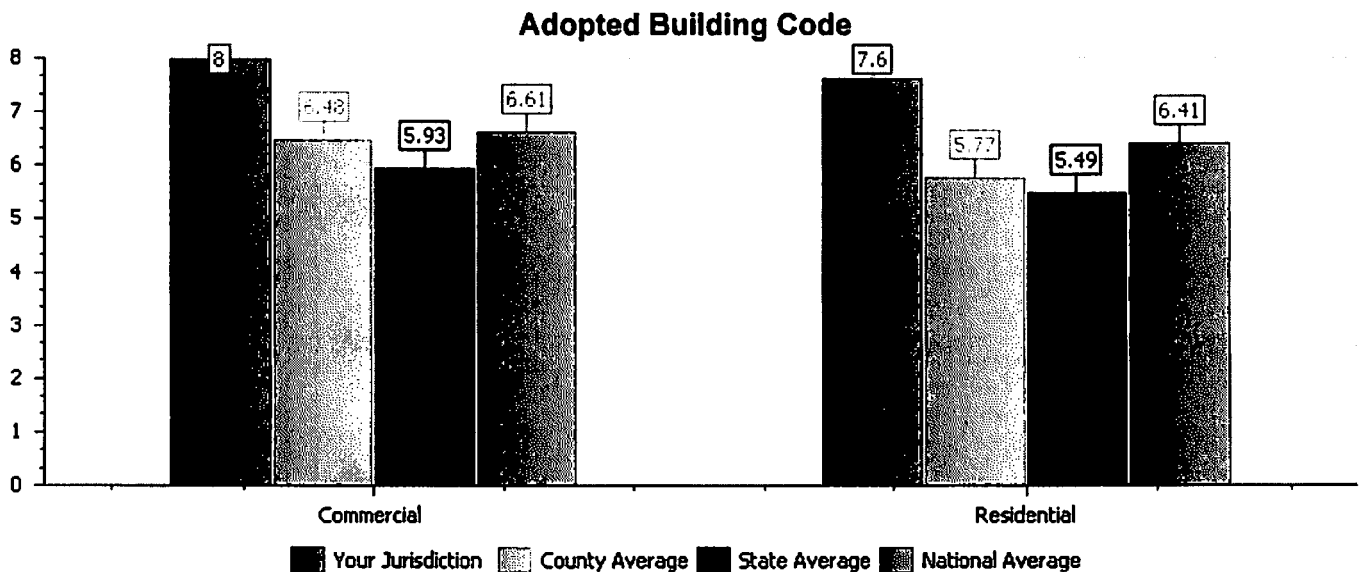
Table 3-3 Building Codes Adopted by Sheboygan

	Publisher	Publication Date	Adoption Date
Commercial Building Code	ICC	2009	2011
Residential Building Code	ICC	2009	2011

The following is the first of many "Benchmarking Information" sections located in this report. The purpose of the benchmarking information is to provide data ISO has collected in the course of its evaluations of code enforcement departments throughout the country. The data should not be considered a standard but rather information which allows you to compare operations in your jurisdiction to those conducted by other jurisdictions with similar conditions. Benchmarking information will be distinguished from other information in this report by a green Benchmarking Information bar above the table or figure.

**Benchmarking Information**

Chart 3-4 BCEGS points awarded comparison



**Item 108. Additional Code Adoptions:**

This section reviews the adoption and enforcement of electrical, mechanical, plumbing, energy, and wildland urban interface codes. Adopted codes are evaluated by year of publication including amendments and enforcement efforts. Table 3-5 details the criteria for earning points under this section.

**Table 3-5 Criteria for sub-code adoption points**

If the published date of the listed codes is within 5 years of the date of the grading:  
0.67 point for each of the five subcodes

If the published date of the listed codes is within 6 years of the date of the grading:  
0.33 point for each of the five subcodes

If the published date of the listed codes is within 10 years of the date of the grading:  
0.18 point for each of the five subcodes

If an earlier edition of the listed codes is adopted:  
0.004 point for each of the five subcodes

For departments surveyed in 2014 the BCEGS program uses the following as the latest edition of sub-codes available.

Table 3-6 Latest edition of Sub-Codes Available

Type of Code	Publisher	Publication Date
<b>Commercial:</b>		
Electrical Code	NFPA	2014
Plumbing Code	ICC / IAPMO	2012 / 2012
Mechanical Code	ICC / IAPMO	2012 / 2012
Fuel Gas Code	ICC / NFPA	2012 / 2012
Energy Code	ICC / ASHRAE	2012 / 2013
Wildland Urban Interface Code	ICC	2012
<b>Residential:</b>		
Electrical Code	NFPA	2014
Plumbing Code	ICC / IAPMO	2012 / 2012
Mechanical Code	ICC / IAPMO	2012 / 2012
Fuel Gas Code	ICC / NFPA	2012 / 2012
Energy Code	ICC / ASHRAE	2012 / 2013
Wildland Urban Interface Code	ICC	2012

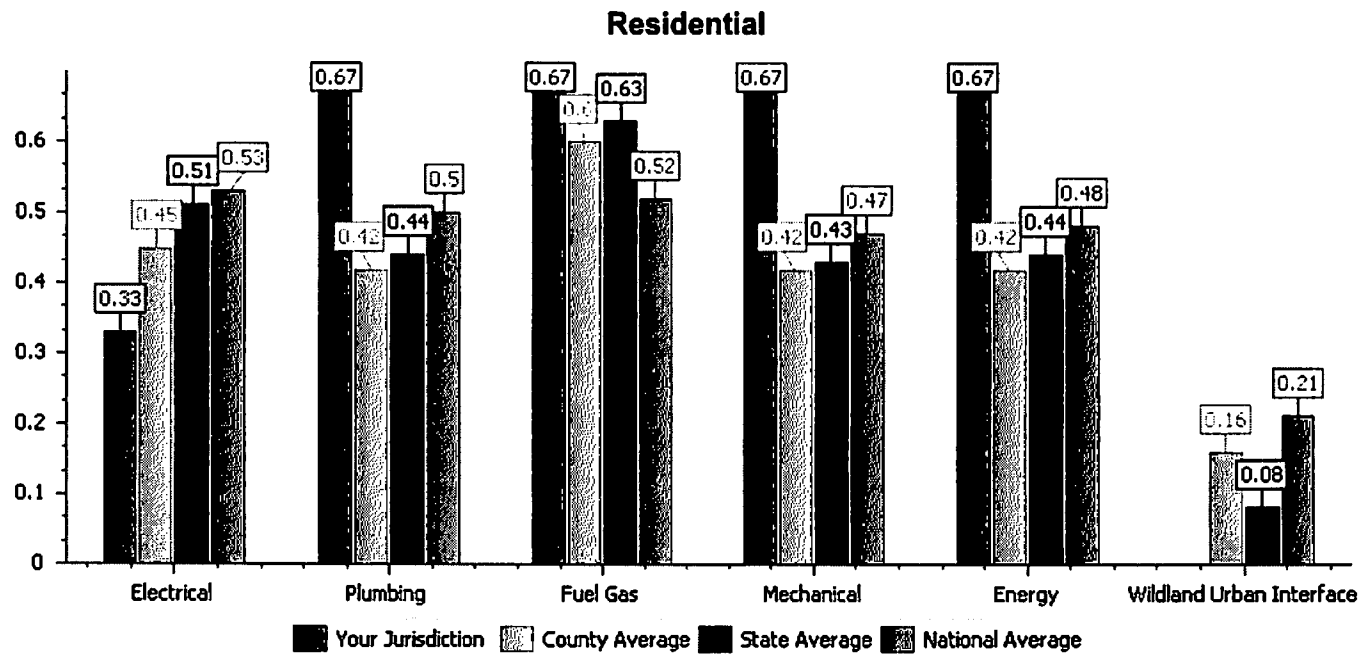
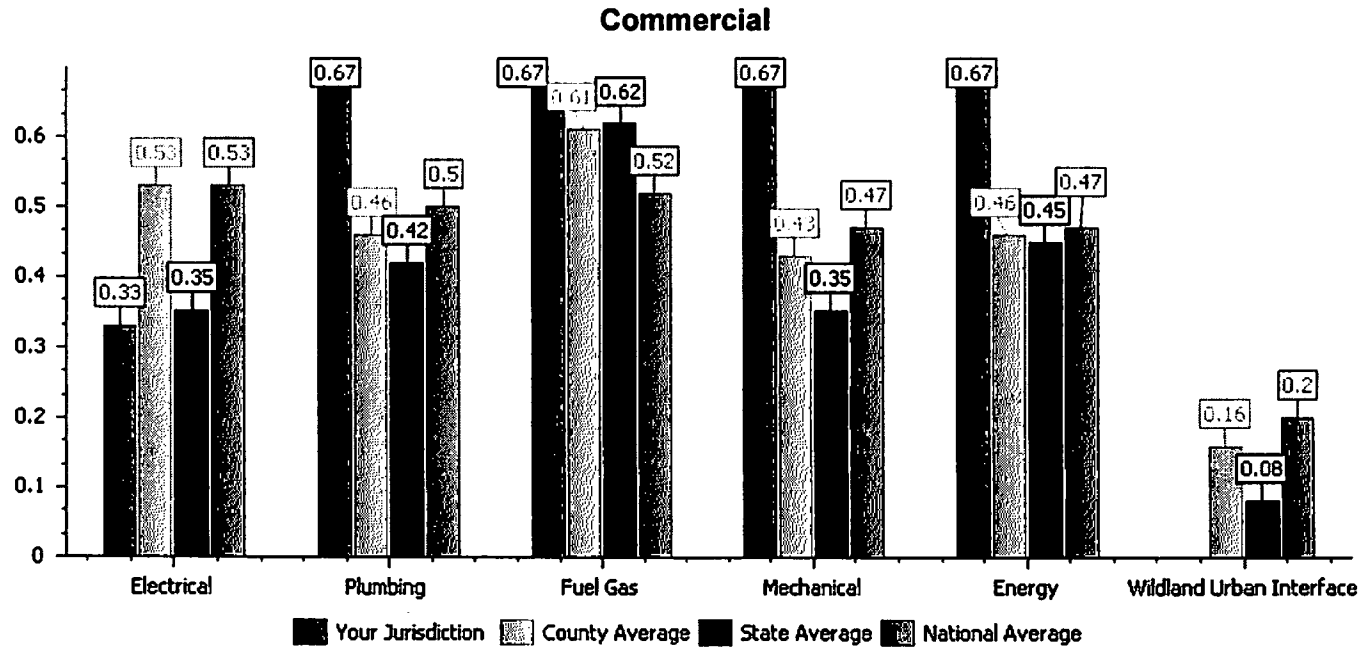
- ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers
- ICC - International Code Council
- IAPMO - International Association of Plumbing and Mechanical Officials
- NFPA - National Fire Protection Association

Table 3-7 Sub Codes Adopted by Sheboygan

Type of code	Publisher	Publication Date	Adoption Date
Commercial:			
Electrical Code	ICC	2008	2009
Plumbing Code	OTHER	2011	2011
Mechanical Code	ICC	2009	2011
Fuel Gas	ICC	2009	2011
Energy Code	ICC	2009	2011
Wildland Urban Interface Code			
Residential:			
Electrical Code	NFPA	2008	2009
Plumbing Code	OTHER	2011	2011
Mechanical Code	OTHER	2009	2009
Fuel Gas	OTHER	2009	2011
Energy Code	OTHER	2009	2009
Wildland Urban Interface Code			

**Benchmarking Information**

Chart 3-8 additional code adoption

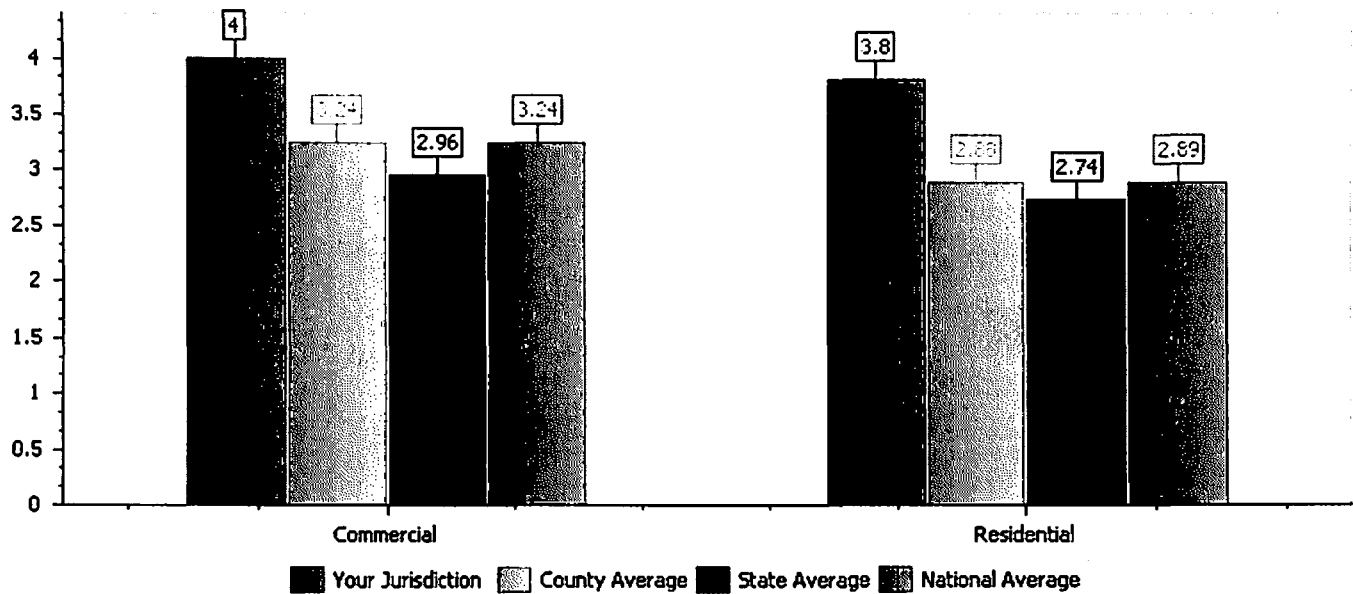


Item 110. Modification to adopted codes:

The BCEGS program encourages timely and unmodified adoption of the latest edition available of the building code. It is not uncommon for a jurisdiction to adopt a code and then modify it in some way. The most common modifications are administrative, which the BCEGS program is not overly concerned with. Some jurisdictions, however, modify the structural aspects of the code. Modifications are viewed as favorable when the intention is to strengthen the code. Due to the difficulty and expense of finitely determining the effect on a code of a specific action which weakens the code, no partial credit is available for this section. Note, however, that due to the formula: (Points credited in section 105 x 0.125 x 4.0) the points awarded for this item are reduced if the latest building code is not adopted and enforced. There is a direct correlation between the points earned for the adopted building code and the points available for this section. When modification serves to weaken the intent or effectiveness of the adopted building code relative to structural aspects or natural hazard mitigation features, no points will be awarded for this section.

**Benchmarking Information**

Chart 3-9 Comparison of Points Earned for Section 110

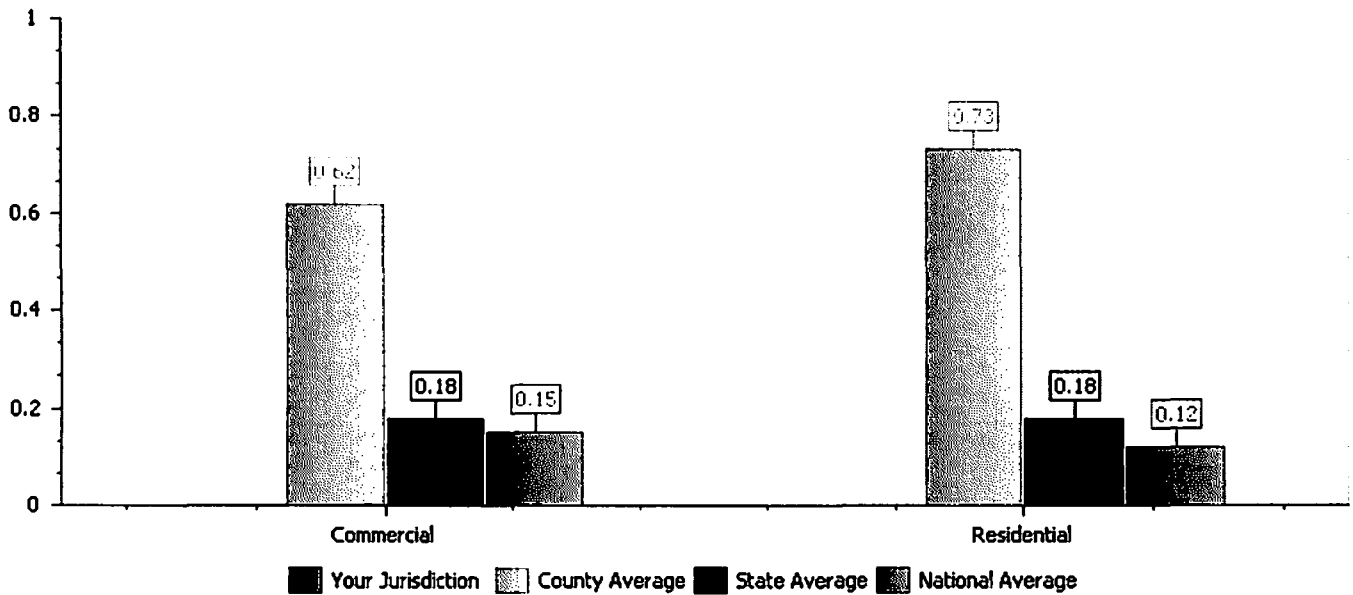


Item 112. Method of Adoption:

Updating the adopted codes to the latest code published by a nationally recognized building code development and publication organization within 12 months of the publication of the code is beneficial for the jurisdiction. It provides the latest and most modern technology for natural hazard mitigation. This section allows the opportunity to recognize the timely un-amended adoption of a nationally promulgated building code

**Benchmarking Information**

Chart 3-10 Points Earned for Timely (within one year of the publication date) Un-Amended Code Adoption



## Section 4 Education, Training, and Certification

The Building Code Effectiveness Grading Schedule reviews the tools available to a building code department to determine what level of protection the jurisdiction has decided to offer. In this section we review the qualifications of the code enforcement personnel. By maintaining highly qualified, well trained staff the building code enforcement department is better equipped to encourage the construction of code compliant buildings.

The BCEGS program does not mandate any level of training certification or experience but it does recognize the technical and evolving nature of construction code enforcement. Therefore, 39% of the available points in the analysis are dependent on education, training and experience. The evaluation is much diversified. For instance, credit can be earned for hours of training taken, dollars spent on training, incentives for outside training, and hiring requirements. After review of this information a building code department may determine that a higher caliber employee or more incentives to current employees could assist them in performing their duties more efficiently and professionally.

The number of personnel is an important factor when comparing and correlating education and training. To standardize these numbers this report converts all employees to full time. Therefore a department with two full time code enforcers the number of employees will be two. If a department has five full time code enforcers and seven part time code enforcers each working twenty hours per week the department will show as eight and one half employees.

Sheboygan employs 4.50 code enforcement personnel. This staffing level is equal to one code enforcement personnel for each 10,952.89 citizen or one code enforcement personnel for each 635.78 permits issued. If the jurisdiction was divided equally, each code enforcer would be responsible for an area of 3.33 square miles.

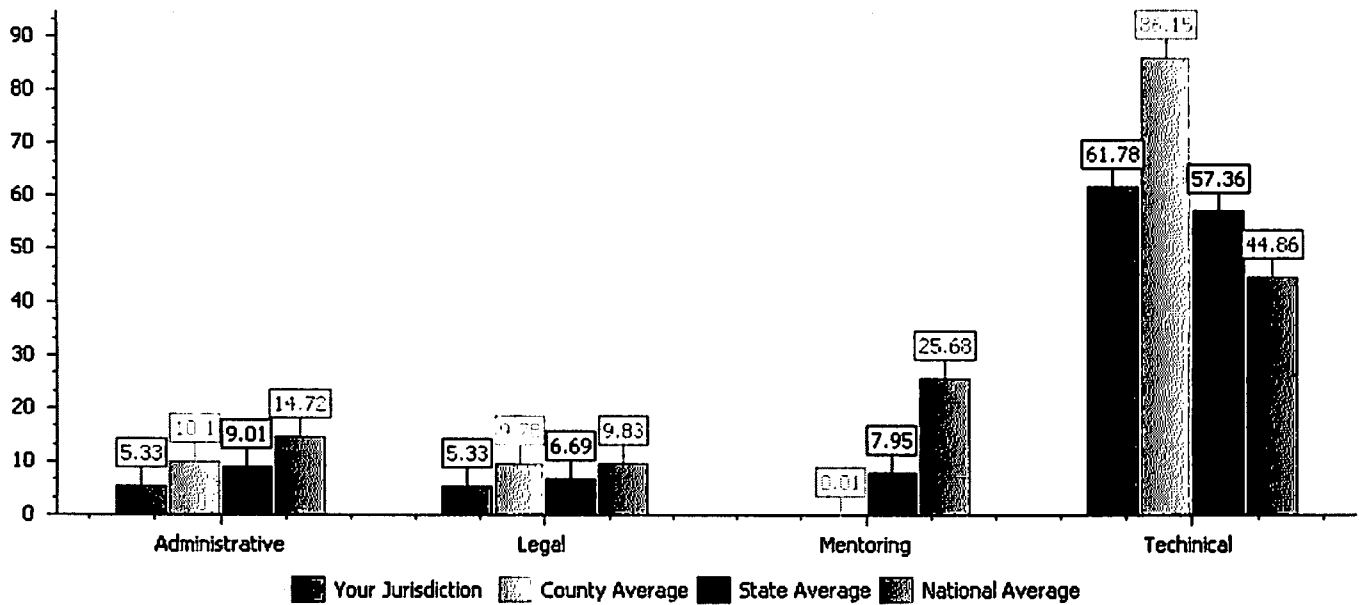
Table 4-1 displays the total and the average number of hours spent in training by code enforcement personnel in Sheboygan. Training is broken down into four categories; a maximum of 1.25 points may be earned for the first 12 hours of training in administrative aspects of code enforcement, legal aspects of code enforcement, and being mentored in code enforcement. The first 60 hours of training in technical aspects of code enforcement may also earn maximum credit of 4.25 points. To receive the maximum available points in this area each employee must train a minimum of 96 hours per year and the subject must follow the details above.

Table 4-1 Training hours for Sheboygan

	Total hours for department	Average hours of training
Administrative	24.00	5.33
Legal	24.00	5.33
Mentoring	0.00	0.00
Technical	278.00	61.78

**Benchmarking Information**

Chart 4-2 Comparison of average hours of training



Building code enforcement departments may choose to emphasize their commitment to training and education through incentives, such as funding certification, exam fees, and continuing education or providing incentives for outside training. The following table is broken down for residential and commercial construction and indicates the incentives provided by Sheboygan.

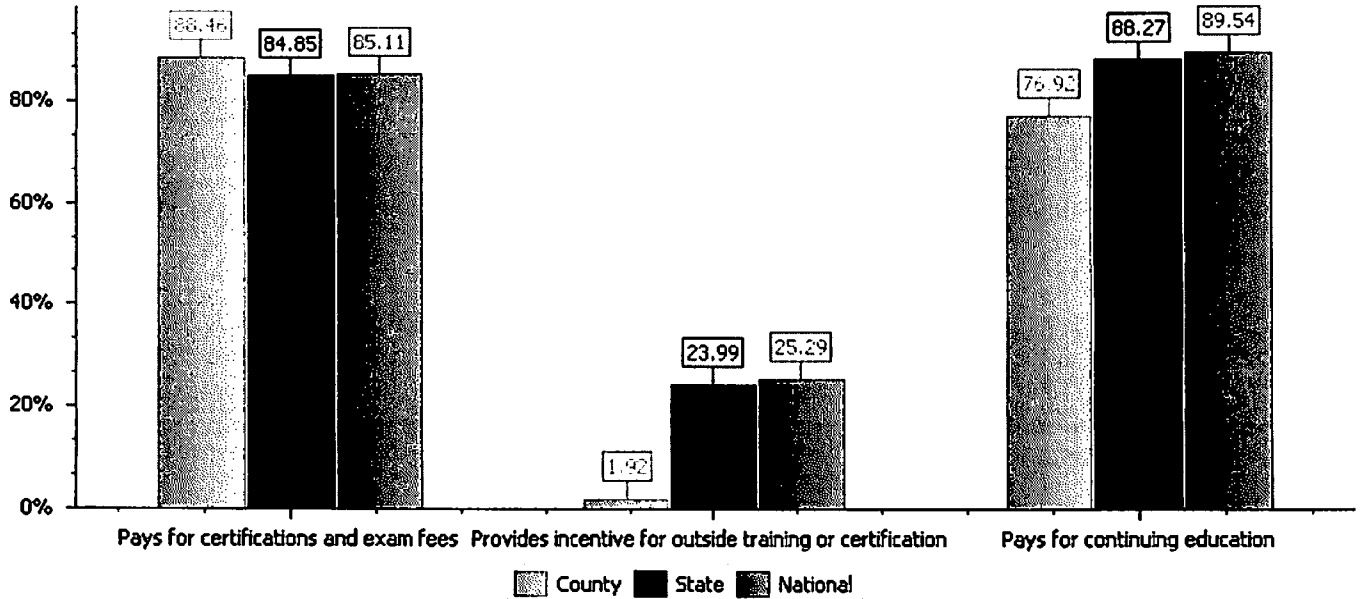
**Table 4-3 BCEGS points earned by Sheboygan for training incentives**

	<b>Commercial</b>	<b>Points Earned</b>	<b>Residential</b>	<b>Points Earned</b>
<b>Department pays for certifications and exam fee</b>	<b>Yes</b>	<b>0.50</b>	<b>Yes</b>	<b>0.50</b>
<b>Provides incentive for outside training or certification</b>	<b>No</b>	<b>0.00</b>	<b>No</b>	<b>0.00</b>
<b>Pays for continuing education</b>	<b>Yes</b>	<b>0.50</b>	<b>Yes</b>	<b>0.50</b>

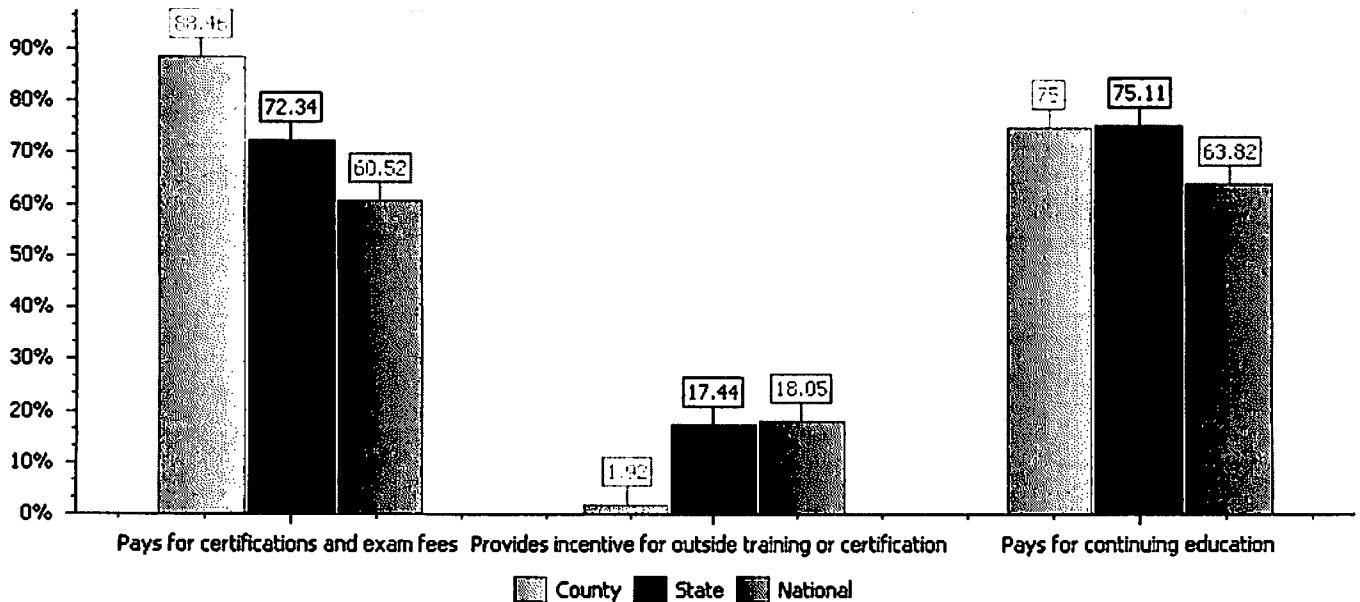
**Benchmarking Information**

Chart 4-4 Comparison of training incentive points

**Commercial**

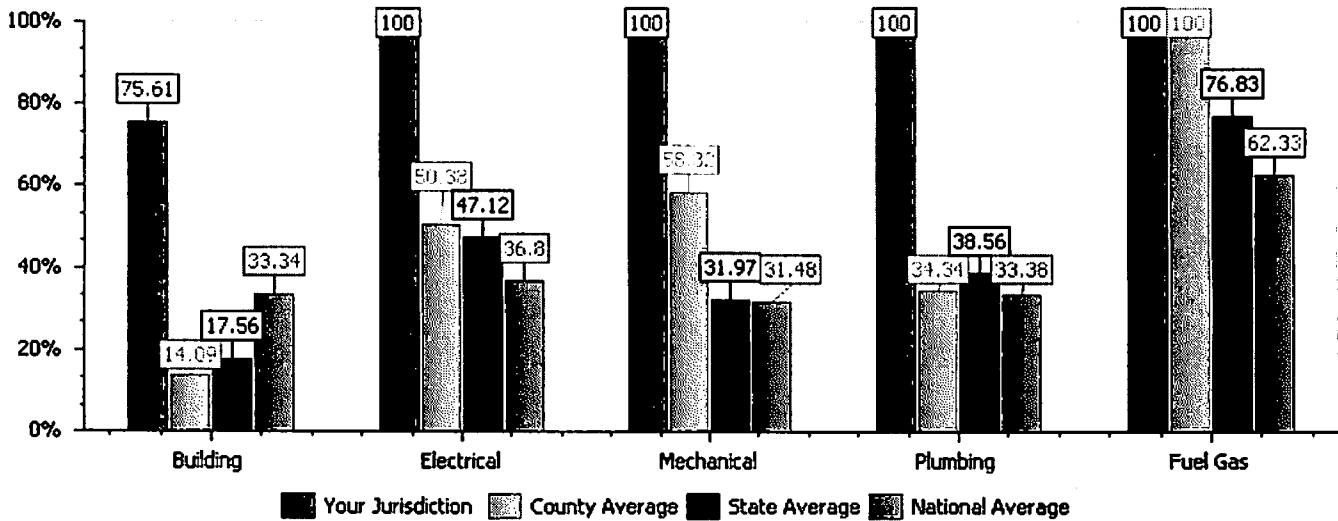


**Residential**

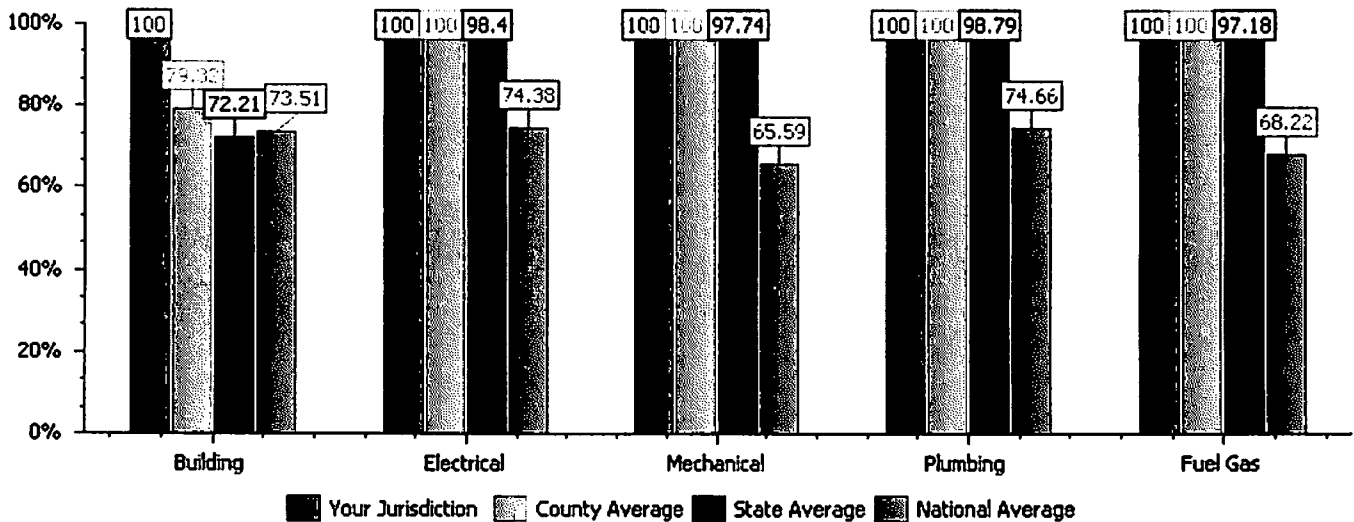


Hiring only certified code enforcement employees or allowing a short probationary period for new hires to earn their certification are valued practices which elevate the quality and consistency of the code enforcement process. The following two charts compare your jurisdiction's policies regarding certification with those of other departments within your county, state and across the country. The charts represent the percent of plan reviewers and inspectors that held appropriate certification for the duties they performed at the time of the latest BCEGS survey. Chart 4-5 represents commercial work and Chart 4-6 represents residential work.

**Chart 4-5 Commercial Duties Performed**

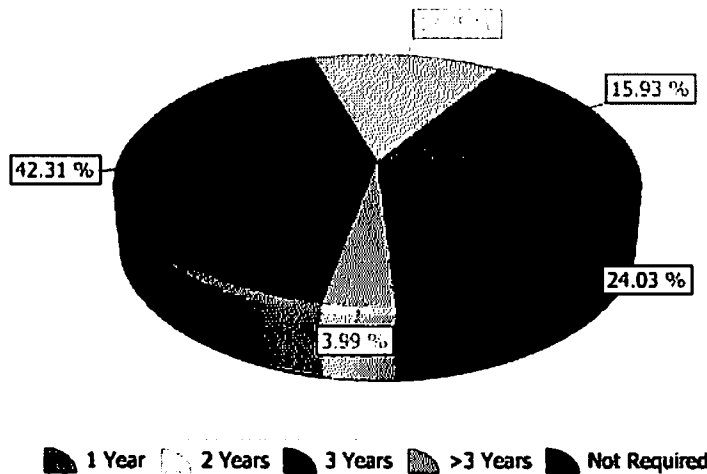


**Chart 4-6 Residential Duties Performed**

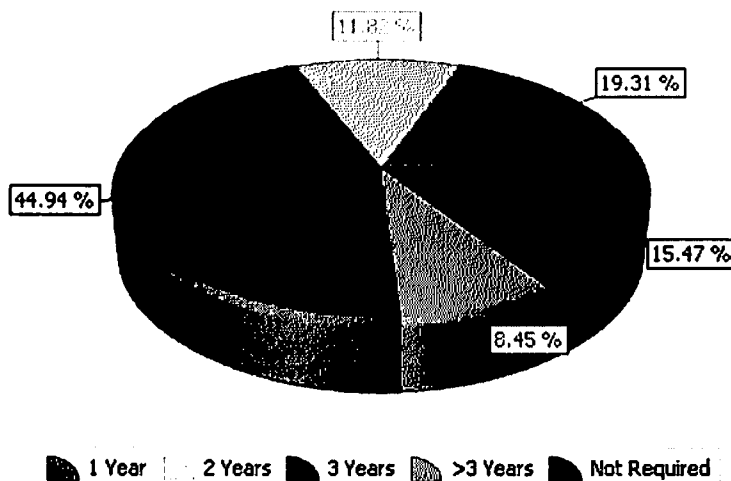


Requiring certification as a condition of employment is an important factor. However, the evolving nature of the building technology and the wide variety of situations encountered by plan reviewers and inspectors dictate the need for continuing education. The following two charts are based on the period of time allowed to complete the required amount of continuing education requirements for building inspectors in order for them to renew their license / certification. Information in these charts represents data gathered across the country.

**Chart 4-7 Building Certification Renewal Period  
Commercial**



**Chart 4-8 Building Certification Renewal Period  
Residential**



## Section 5 Staffing Levels

One of the most frequently asked questions from community administrators and building officials is: How many inspectors and plan reviewers do we need to supply the desired level of service to our community? This section will provide valuable information to assist in this vital decision. The BCEGS schedule uses the following benchmarks to calculate the staffing levels:

- 10 inspections per day per full time inspector
- 1 commercial plan review per day per full time plan reviewer
- 2 residential plan review per day per full time plan reviewer

These are average numbers of the entire department over the course of a year. Some inspectors because of the type of work they are assigned will exceed these benchmarks while others will not be able to reach them, the same is true of plan reviewers. The fact is that these benchmarks have proved to be realistic over the course of surveying 14,000 code enforcement departments.

However, we realize that your community may have varying circumstances and may want to base staffing decision on other information. In the following set of charts we have scoured our database to find communities that are of similar size, and population to your community to provide data that may be helpful in your decision process. The next key element of staffing decision is the workload; again we queried our records to find communities with similar number of permits issued, inspections and plan reviews completed. This data can be useful in further defining your staffing levels. Realizing that some jurisdictions cover vast area while others are metropolitan we did some calculations and arrived at a unique category of permits per square mile. You may find that this category affords benchmarking opportunities that take into account workload and travel time for your inspecting staff.

Table 5-1

Your community falls into the following ranges

Population	>25,000
Square Miles	7.1-21
Permits Issued	>2,000
Number of inspections conducted	>5,700
Building Plan reviews conducted	50-150
Permits per Square Mile	>17

**Benchmarking Information**

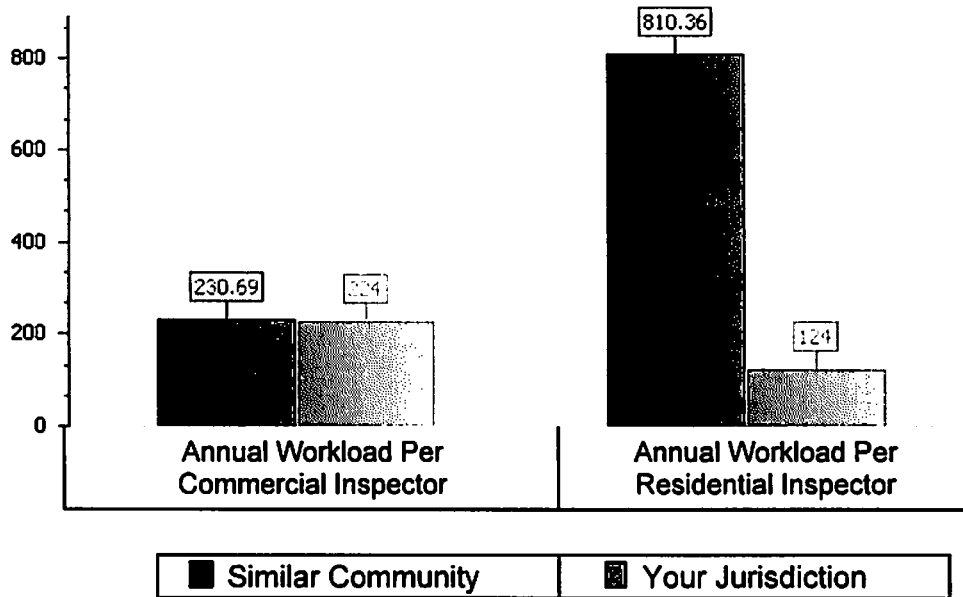
The information in Charts 5-3 through 5-14 depicts the staffing levels of your jurisdiction along with the average staffing levels of all the communities that fall within the range for each category as defined in Table 5 -1. To standardize these numbers this report converts all employees to full time equivalents. Therefore, in a department with two full time employees the number of personnel will be two. If a department has five full time code enforcers and seven part time code enforcers each working twenty hours per week the department is considered to have eight and one half full time employees. The data is further broken down by the responsibilities of each code enforcer. For example a department may allocate time as follows:

Table 5-2 Time Allocation Example

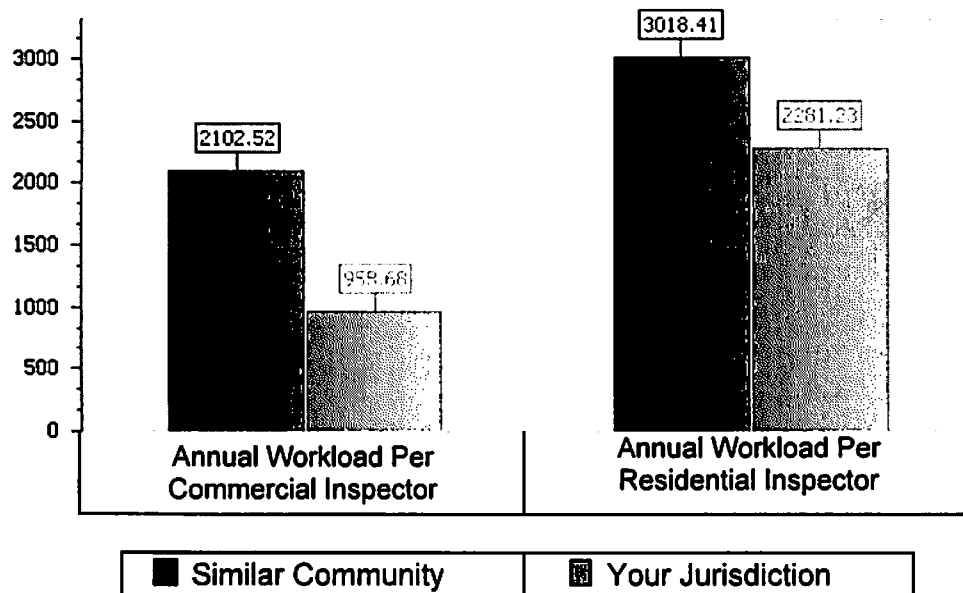
	Time allocation (hrs) employee #1 40 hrs per week	Time allocation (hrs) employee #2 30 hrs per week	Time allocation (hrs) employee #3 20 hrs per week	No. of equivalent full time employees
Commercial Plan Review	16	1.5	0	0.44
Residential Plan Review	8	1.5	0	0.24
Commercial Inspection	14	24	2	1.00
Residential Inspection	2	3	18	0.58
Total equivalent full time employees				2.25

The calculations used to make up the graphs for the example above would be the number of commercial plan reviews conducted in your jurisdiction divided by 0.44 (the number of commercial plan reviewers employed by your jurisdiction). Similarly assuming 732 residential inspections divided by the number of residential inspectors (0.58) returns a workload of 1,262 inspections per full time inspector per year. The calculation for the control group is the same except that the results are averaged.

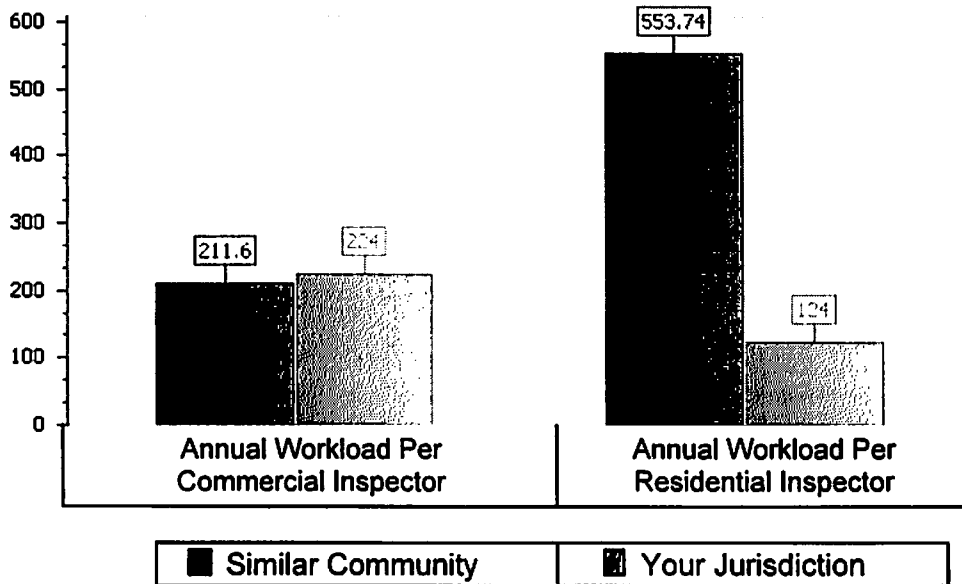
**Chart 5-3 Building Plan Review Staffing Comparisons of Communities Serving Similar Populations**



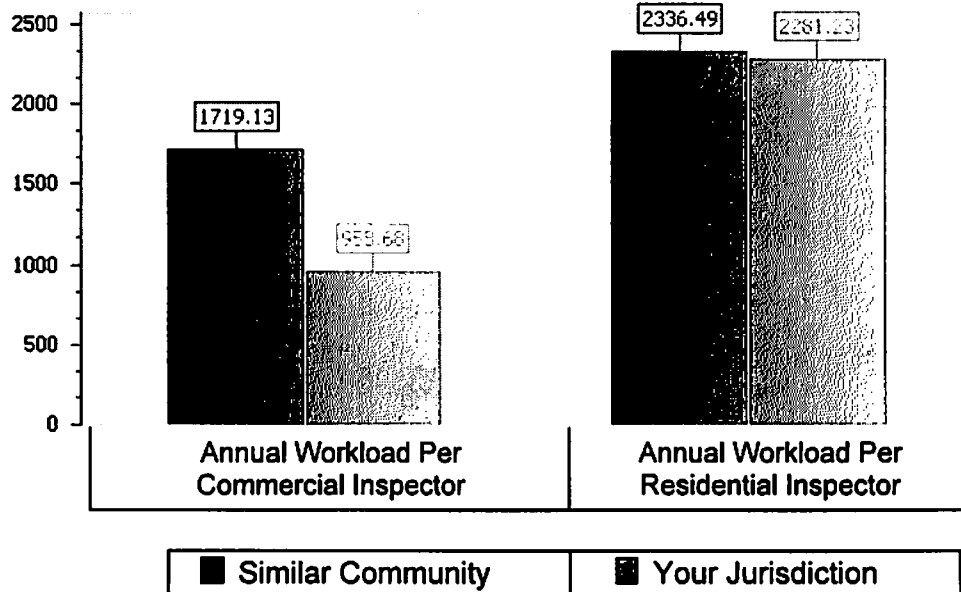
**Chart 5-4 Inspection Staffing Comparisons of Communities Serving Similar Populations**



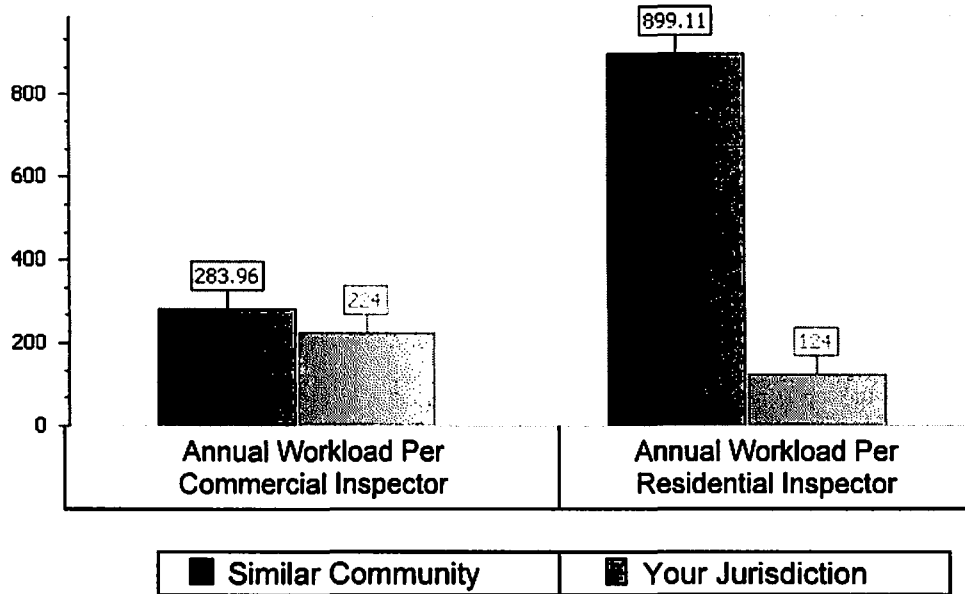
**Chart 5-5 Building Plan Review Staffing  
Comparison of Communities Serving Similar Square Miles**



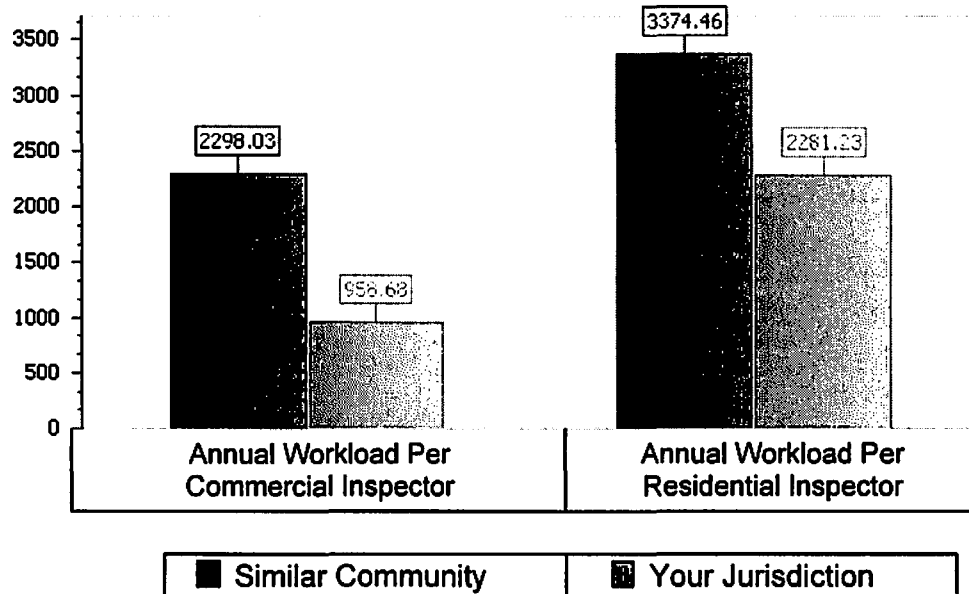
**Chart 5-6 Inspection Staffing Comparison of  
Communities Serving Similar Square Miles**



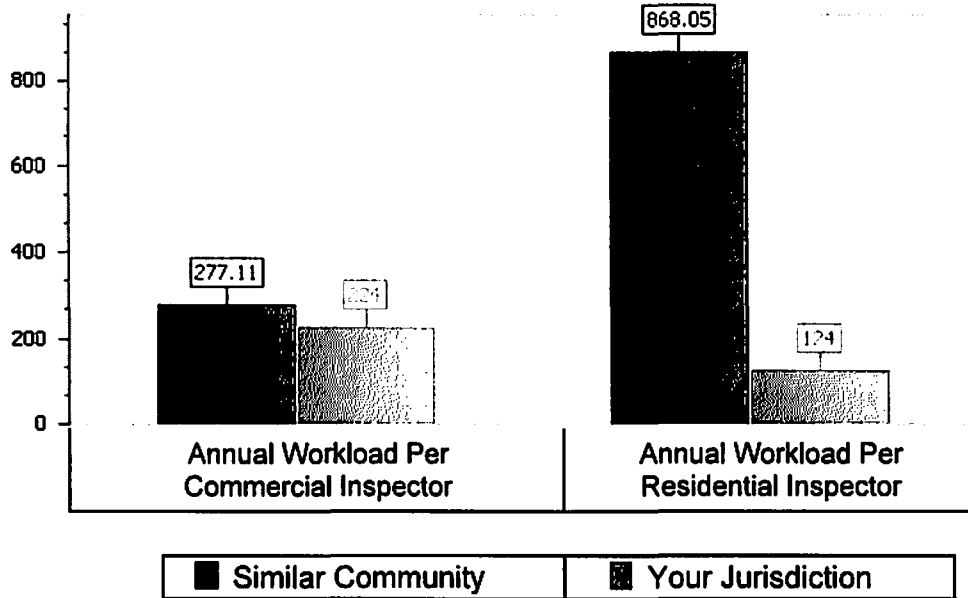
**Chart 5-7 Building Plan Review Staffing Comparison of Communities Similar Number of Permits**



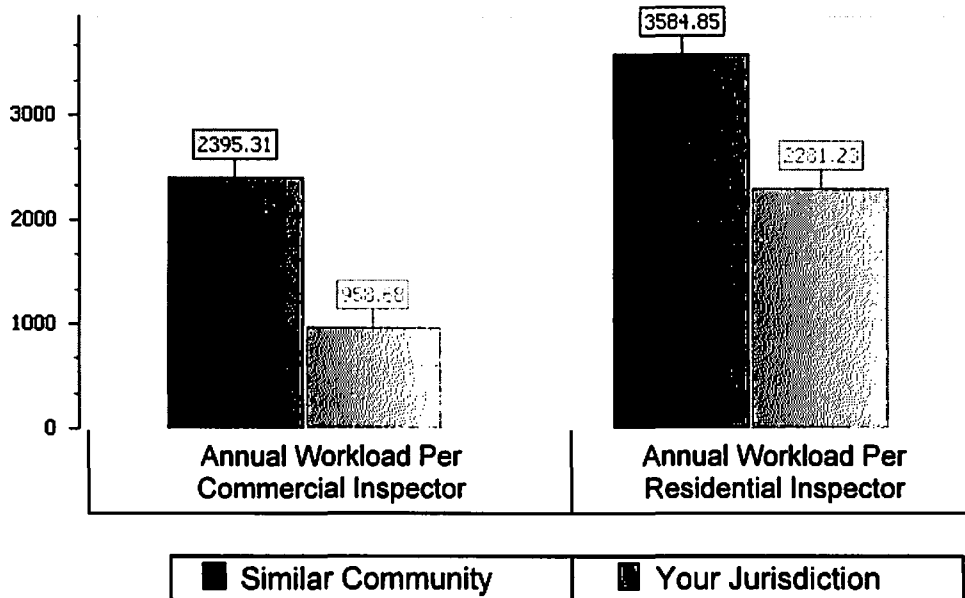
**Chart 5-8 Inspection Staffing Comparison of Communities Issuing Similar Number of Permits**



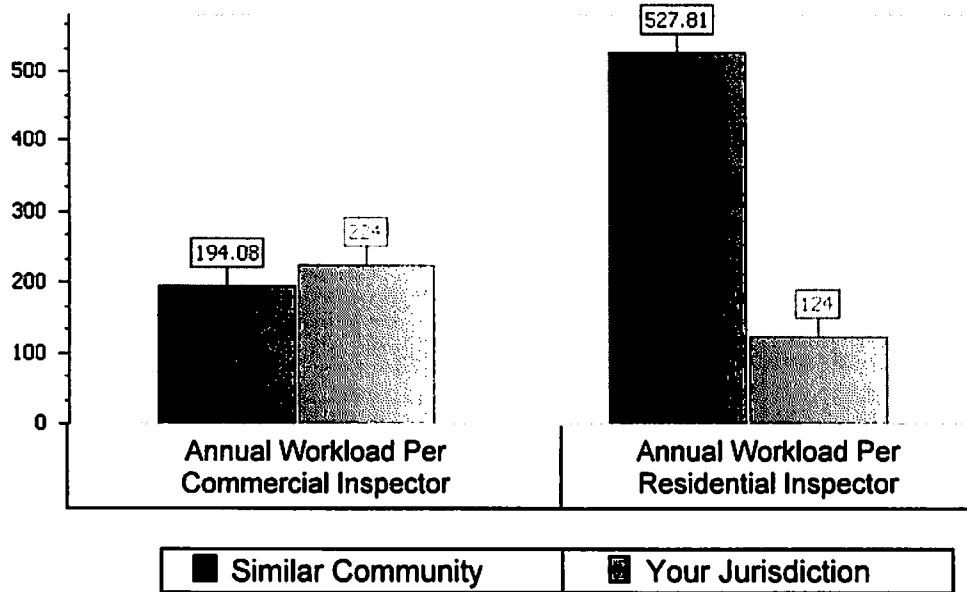
**Chart 5-9 Building Plan Review Staffing Comparison of Communities Conducting Similar Number of Inspections**



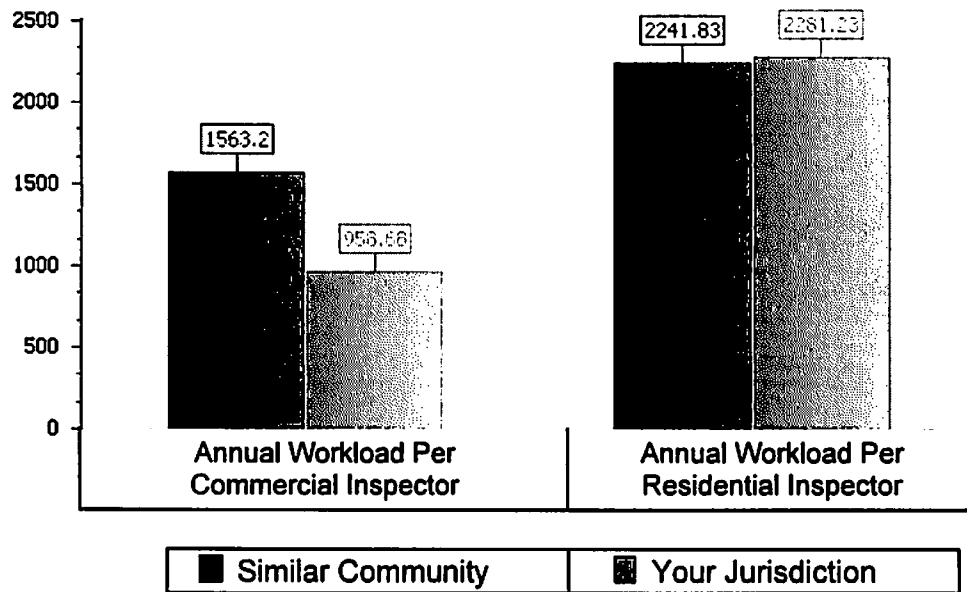
**Chart 5-10 Inspection Staffing Comparison of Communities Conducting Similar Number of Inspections**



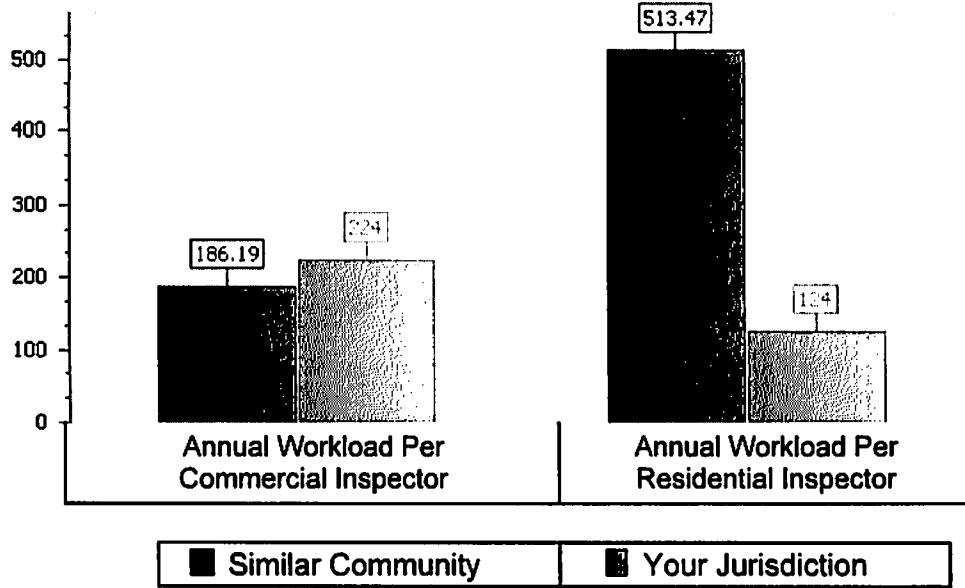
**Chart 5-11 Building Plan Review Staffing Comparison of Communities Conducting Similar Number of Plan Reviews**



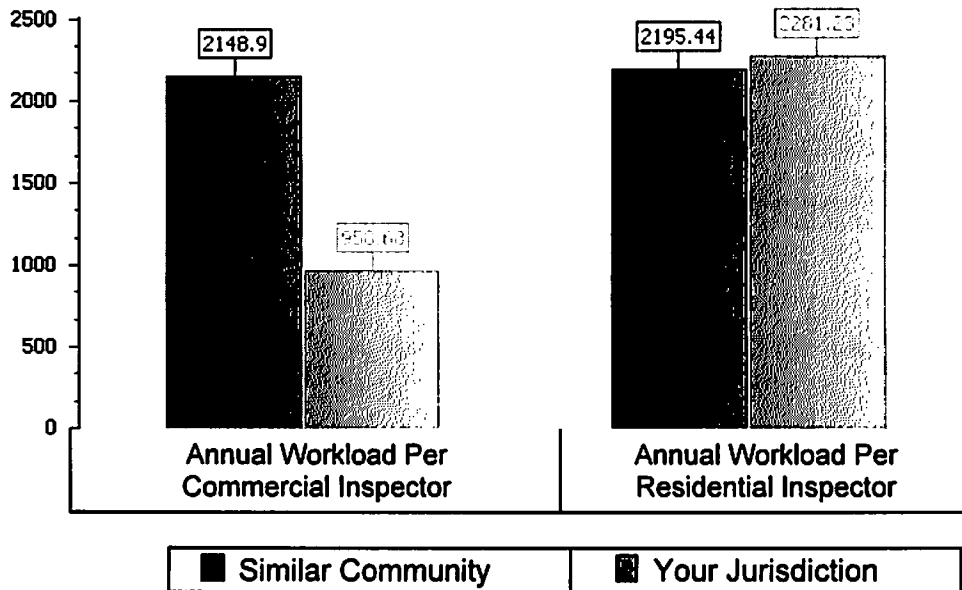
**Chart 5-12 Inspector Staffing Comparison of Communities Conducting Similar Number of Plan Reviews**



**Chart 5-13 Building Plan Review Staffing Comparison of Communities Issuing Similar Number of Permits Per Square Mile**



**Chart 5-14 Inspector Staffing Comparison of Communities Issuing Similar Number of Permits Per Square Mile**



**Section 6 BCEGS Points Analysis**

ISO has been surveying and evaluating building code adoption and enforcement in communities around the country since 1995. To maintain relevant information the BCEGS program is designed to conduct surveys on a 5 year cycle. The information in this section will give you some insight to trends in your jurisdiction, your state and across the country.

**Benchmarking Information**

Charts 6-1 through 6-2 compare the points earned by your department in each Section to the points earned by other departments in your state, county, and across the country. The charts are broken down by commercial and residential. You may use Table 1 as a guide for how points are earned in each section.

**Chart 6-1 Comparison of Commercial Points Scored**

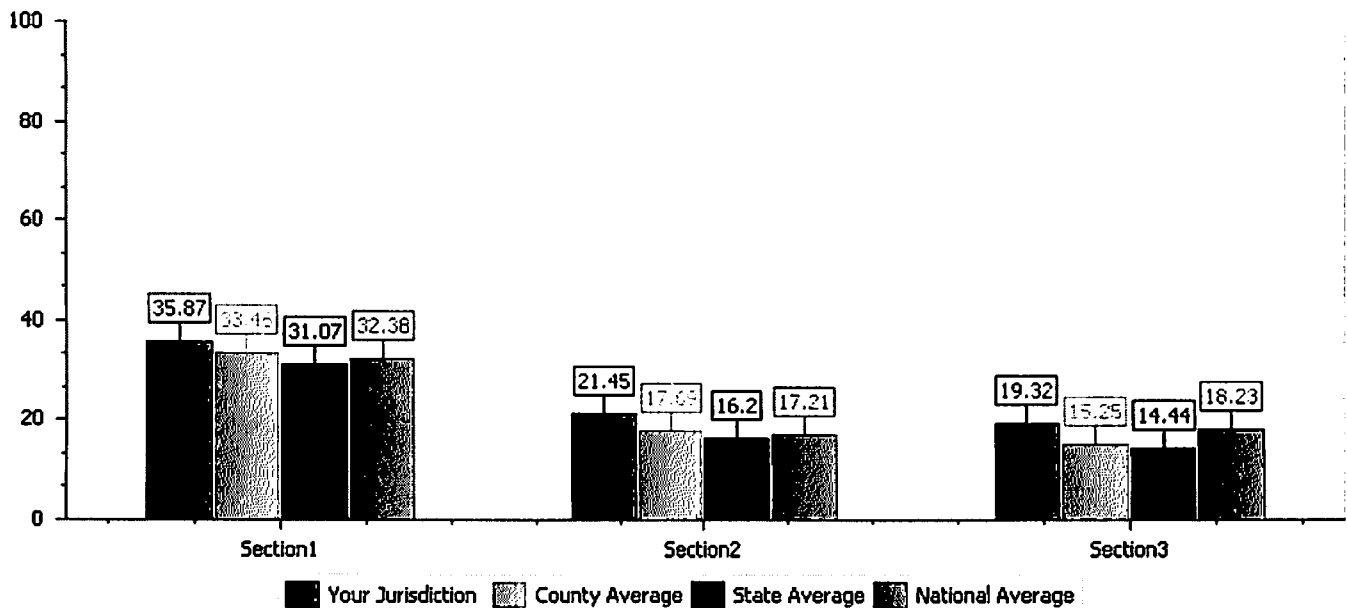
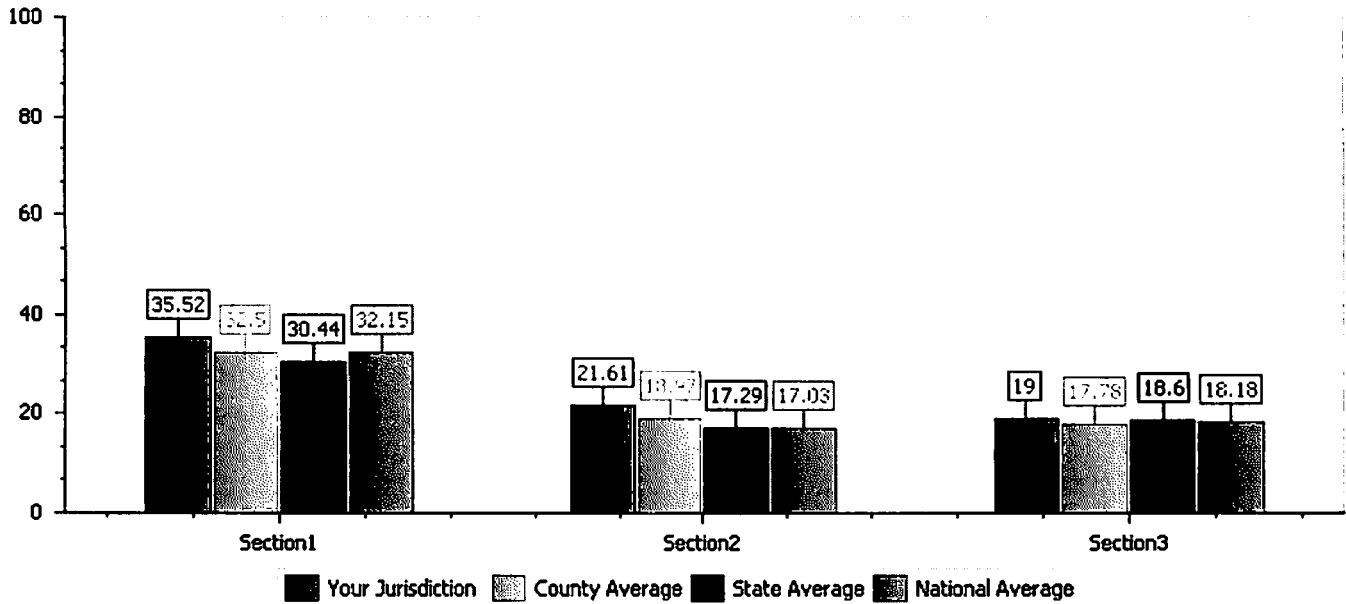
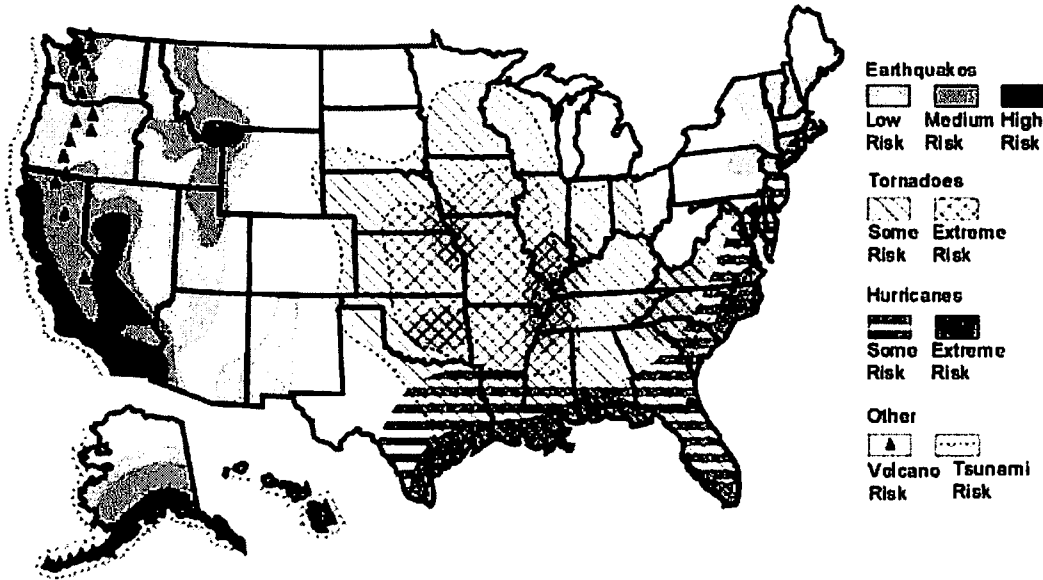


Chart 6-2 Comparison of Residential Points Scored



**Section 7 Natural Hazards**

Different parts of the country are subject to a variety of potential natural hazards. The map below is an overview of those potentials:



In cooperation with AIR (an ISO company) we have prepared the following hazard report using the municipal building address you supplied during the survey meeting. A full explanation of how to read and interpret the following profiles can be found in Appendix A.

# Single Location Hazard Profile



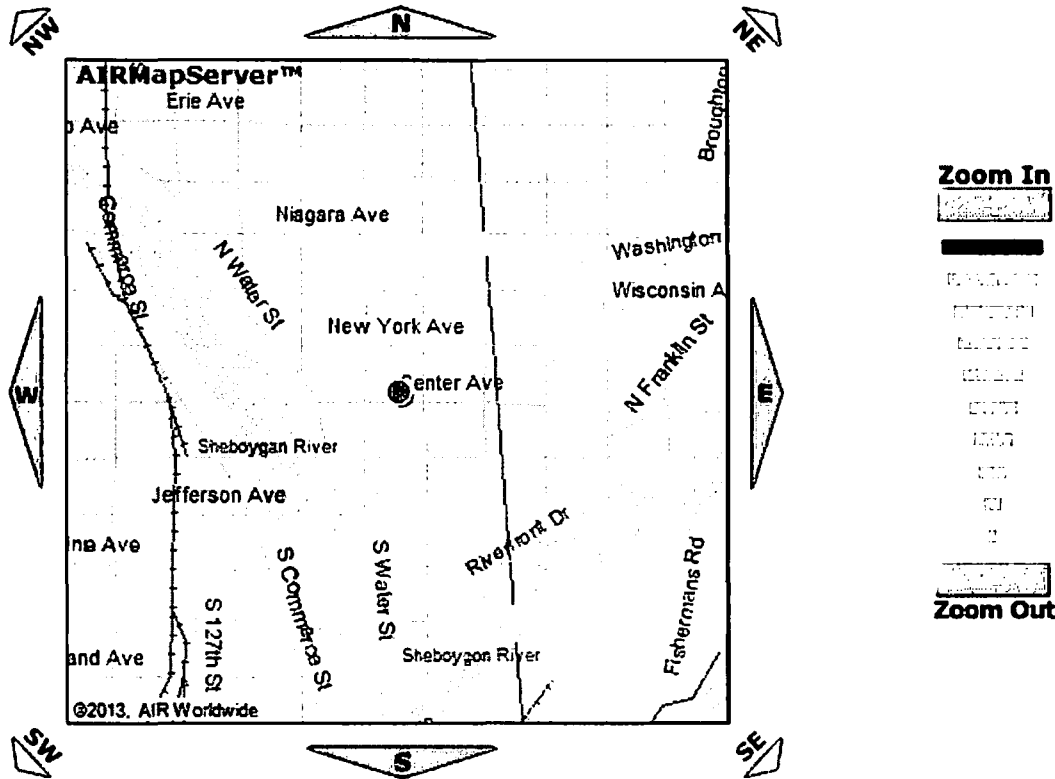
Location Name:

Entered Address: 828 Center Avenue, Sheboygan, WI 53081  
Latitude: 43.750965° North  
Longitude: -87.713523° East

## Catastrophe Hazard Information

Matched Address: 828 CENTER AVE, SHEBOYGAN, SHEBOYGAN County, WI 53081  
Geocode Match: Exact Address  
Latitude: 43.750965° North  
Longitude: -87.713523° East

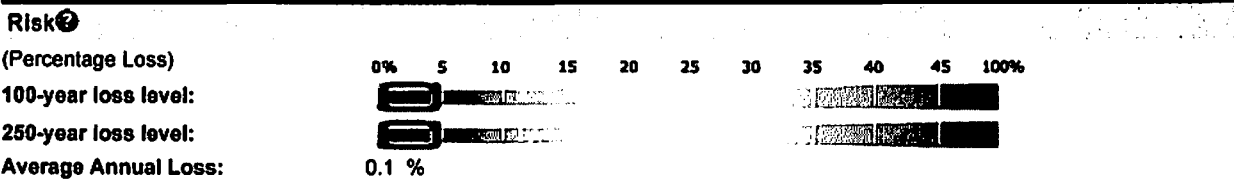
More Maps:   [Disclaimer](#) [Google™ Earth](#)



## Hurricane Profile

A Hurricane Profile is not available.

## Severe Thunderstorm Profile



**Relative Risk**

(Percentile)

within county:

within state:



**Hazard Information**

Tornado: Very High/High /Moderate /**Low** /Very Low  
 Hall Storm: Very High/High /Moderate /Low /**Very Low**  
 Straight-line Wind: **Very High** /High /Moderate /Low /Very Low

**Nearest Historical Tornadoes**

Date	Distance (mi)	Intensity (Fujita Scale)
July 18, 1996	33.34	5
August 22, 1964	27.63	4
April 4, 1981	32.93	4
July 5, 1994	36.93	4
April 21, 1974	46.23	4

**Nearest Historical Hall Storms**

Date	Distance (mi)	Intensity by Average Hail Size (in)
March 29, 1998	37.72	>=4.0
July 26, 1967	9.51	3.0-4.0
July 1, 2006	27.71	3.0-4.0
June 23, 2004	38.39	3.0-4.0
July 27, 1989	45.89	3.0-4.0

**Nearest Historical Straight-Line Wind Storms**

Date	Distance (mi)	Intensity by Average Wind Speed (mph)
September 22, 1986	29.80	90-100
May 31, 1998	36.54	90-100
August 5, 1985	42.92	80-90
April 13, 2006	34.31	80-90
August 10, 1971	46.45	80-90

**Winter Storm Profile**

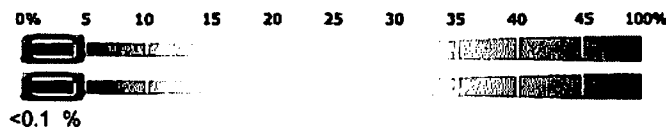
**Risk**

(Percentage Loss)

100-year loss level:

250-year loss level:

Average Annual Loss:



**Relative Risk**

(Percentile)

within county:

within state:



**Hazard Information**

Wind Frequency:

Very High / High / Moderate / Low / **Very Low**

Snow Frequency:

Very High / **High** / Moderate / Low / Very Low

**Earthquake Profile**

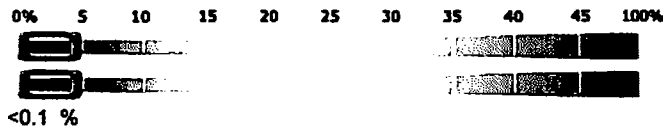
**Risk**

(Percentage Loss)

100-year loss level:

250-year loss level:

Average Annual Loss:



**Relative Risk**

(Percentile)

within county:

within state:



**Earthquake Information**

CA DOI Zone:

Not Applicable

Liquefaction Potential:

Data Not Available

Landslide Zone:

Alquist-Priolo Fault Zone:

Not Applicable

Soil Type:

Soft to Firm Rock(stiff soil)

Intensity by Probability of Exceedance (PE):

Modified Mercalli Intensity	VI	VII	VIII	IX	X	XI	XII
30 Year PE	0.03%	0.01%	0%	0%	0%	0%	0%

Intensity by Return Period:

Return Period	100 Year	200 Year	250 Year	475 Year
Modified Mercalli Intensity	3.0	3.0	3.0	3.0

**Fault Information**

No significant active fault has been mapped within a 200 mile radius of the address.

**Historical Earthquakes**

No significant historical earthquake has been recorded within a 200 mile radius of the address.

**Flood Profile**

**Flood Information**

Source:

DFIRM

Flood Zone:

Outside Flood Zone

FEMA Flood Zone:

X Flood Zone

Elevation:

500 - 750 feet above mean sea level

Shortest Distance to:



## Appendix A - Natural Hazard General Information

*AIRProfiler* is designed to provide users with vital, peril-specific characteristics of the property location, such as storm surge potential and distance to nearest active fault, as well as risk scores, which are quick measures of the risk and relative risk associated with the property.

This release of *AIRProfiler* includes hurricane profiles for all states in the continental U.S. at risk from hurricanes, as well as earthquake, severe thunderstorm and flood profiles for the forty-eight contiguous states.

- The Address Profile displays important information regarding the accuracy of the look-up for the entered address, the geocode of that address and a street map. The Hurricane Profile provides hurricane risk information for the location as well as other related hazards including storm surge potential and distance to nearest historical hurricane track.
- The Earthquake Profile, in addition to showing risk level and ranking, shows susceptibility of the location to different hazards. Those hazards include liquefaction, landslide potential, and fault zone information.
- The Flood Profile provides the proximity of a location to one of five flood zone categories as well as the location's distance to various flood plain boundaries based on FEMA Digital Q3 flood data.
- The Severe Thunderstorm Profile provides information about risk from tornado, hail, and straight-line windstorms for a given location, including distance to nearest historical storms and annual frequency.

Based on the address information provided, *AIRProfiler*® displays the corrected and standardized address following USPS® rules and guidelines, as well as the geocode (latitude and longitude), county, and ZIP Code of the location. *AIRProfiler*® performs a look-up in the LOCATION™ database. The hazard is then assessed based on an exact address or ZIP Code match.

AIR's geocoding algorithm, based on the TIGER® geographical database, is used to convert the location address entered by the user into the corresponding latitude and longitude. Depending on the address match, either the exact geocode, or the geocode of the appropriate ZIP Code centroid, is used for assessing the risk.

- The Address Profile also provides a street map of the location.

Given a location, the loss potential from specific perils is represented by various risk scores. Risk scores are determined by performing a loss analysis on a typical residential building at that location. The analysis is performed using AIR's state-of-the-art modeling technologies. Note that content and time element (loss of use) calculations are excluded from the analysis. Based on this analysis of the location, AIRProfiler® provides two sets of scores:

**Risk Scores.** The user can obtain indications of risk based on three measures of potential loss: the 100-year loss level, the 250-year loss level, and the average annual loss. These levels represent, respectively, the loss likely to occur in one year out of every 100 years, one in every 250 years, and every year on average over a period of many years. The resulting risk scores are expressed in percentage terms, as below:

Low Risk		Moderate Risk				High Risk			Very High Risk
<5%	5-10%	10-15%	15-20%	20-25%	25-30%	30-35%	35-40%	40-45%	>45%

**Relative Risk Scores.** In addition to the risk score of a given location, AIRProfiler® also displays the location's relative risk by county and state. Relative risk ranks the loss potential of a location with respect to the loss potential of other locations in the county or state. The format of the ranking is based on percentile values from 10% to 100% percent.

The AIRProfiler® Hurricane Profile provides users with information about the hurricane risk potential for a specific location. Risk scores for 100-year, 250-year and annual average losses, as well as relative risk ranking within county and state, are displayed. The profile also displays the following hurricane risk information:

- Storm surge potential
- Distance to coast
- Elevation
- Terrain/Land use
- Intensity and nearest distance to historical storm track for nearest historical hurricanes

In addition to strong winds and tides, storm surge can pose significant danger to life and property during hurricanes. Storm surge is caused by winds pushing water toward the shore. When combined with high tide, storm surge can cause an increase in the mean water level and so result in severe flooding and substantial property loss. The densely populated Atlantic and Gulf coastlines that lie less than ten feet above mean sea level are particularly vulnerable to storm surge.

The AIRProfiler® Hurricane Report indicates whether or not the property is at risk from storm surge.

The *AIRProfiler*® Earthquake Profile provides users with information about the earthquake risk potential for specific location. Risk scores for 100-year, 250-year and average annual losses, as well as relative risk ranking within county and state, are displayed. The profile also displays the following risk information:

- The California Department of Insurance (DOI) zone
- Liquefaction potential
- Landslide zone
- Earthquake fault (Alquist-Priolo) zone
- Soil type
- Seismicity
- Fault information
- Historical earthquakes

When seismic waves pass through water-saturated, loosely packed sandy soils, contact pressure between the individual grains is lost. The grains become more densely configured, causing pore pressure to increase. If drainage is inadequate, what was once solid ground now behaves as a dense fluid, incapable of supporting buildings. Structures that may have survived the effects of shaking can deform, tilt or sink. They may remain structurally intact, but have become unusable and unsalvageable.

Liquefaction risk at a given site is represented by that site's potential to experience damage resulting from liquefaction. Liquefaction potential is a measure of a soil's susceptibility to liquefaction combined with a location's level of earthquake risk. AIR applies standard methodologies used by the Division of Mines and Geology (DMG), United States Geological Survey (USGS), to calculate liquefaction potential. The *AIRProfiler*® Earthquake Profile describes a location's liquefaction potential by one of five levels: very high, high, moderate, low, or very low.

The underlying soil type may have a determining effect on potential earthquake damage to structures. Certain types of soils, such as soft soils, are capable of amplifying seismic waves, hence causing more severe damage. Also, some types of soil, such as bay mud, sandy soil, and stiff to soft soil, are also more susceptible to liquefaction. Soil is classified according to its mechanical properties.

The *AIRProfiler*® Earthquake Profile for a particular location uses ten soil type classifications:

- Hard rock
- Rock
- Very dense soil
- Stiff soil
- Soft soil
- Rock to very dense soil
- Very dense to stiff soil
- Stiff to soft soil
- Bay mud Water

One measure of earthquake intensity is the level of ground shaking at any particular location. Over the years, several intensity scales have been proposed, but the Modified Mercalli Intensity (MMI) scale is the most commonly used, especially in the United States. The MMI scale describes the intensity of an earthquake based on human reaction and observed damage to natural and man-made structures. This is useful because it allows for an attribution of intensity to events that occurred prior to the advent of modern measuring devices, as well as in instances in modern times where those devices were not available. The drawback to this standard of measure is that the MMI scale is highly subjective. The following table lists the MMI scales and definitions.

MMI	Definition
I.	People do not feel any movement.
II.	A few people might notice movement if they are at rest and/or on the upper floors of tall buildings.
III.	Many people indoors feel movement. Hanging objects swing back and forth. People outdoors might not realize that an earthquake is occurring.
IV.	Most people indoors feel movement. Hanging objects swing. Dishes, windows and doors rattle. The earthquake feels like a heavy truck hitting the walls. A few people outdoors may feel movement. Parked cars rock.
V.	Almost everyone feels movement. Sleeping people are awakened. Doors swing open or close. Dishes are broken. Pictures on the wall move. Small objects move or are turned over. Trees might shake. Liquids might spill out of open containers.
VI.	Everyone feels movement. People have trouble walking. Objects fall from shelves. Pictures fall off walls. Furniture moves. Plaster in walls might crack. Trees and bushes shake. Damage is slight in poorly built buildings. No structural damage.
VII.	People have difficulty standing. Drivers feel their cars shaking. Some furniture breaks. Loose bricks fall from buildings. Damage is slight to moderate in well-built buildings; considerable in poorly built buildings.
VIII.	Drivers have trouble steering. Houses that are not bolted down might shift on their foundations. Tall structures such as towers and chimneys might twist and fall. Well-built buildings suffer slight damage. Poorly built structures suffer severe damage. Tree branches break. Hillsides might crack if the ground is wet. Water levels in wells might change.
IX.	Well-built buildings suffer considerable damage. Houses that are not bolted down move off their foundations. Some underground pipes are broken. The ground cracks. Reservoirs suffer serious damage.
X.	Most buildings and their foundations are destroyed. Some bridges are destroyed. Dams are seriously damaged. Large landslides occur. Water is thrown on the banks of canals, rivers, lakes. The ground cracks in large areas. Railroad tracks are bent slightly.
XI.	Most buildings collapse. Some bridges are destroyed. Large cracks appear in the ground. Underground pipelines are destroyed. Railroad tracks are badly bent.
XII.	Almost everything is destroyed. Objects are thrown into the air. The ground moves in waves or ripples. Large amounts of rock may move.

The data presented in *AIRProfiler*® is developed by calculating MMI values for each location. It incorporates all potential seismic sources, the distance of those sources from the location of interest, and local site conditions. Because MMI is considered as a measure of what the ground is doing during an earthquake, rather than an index of damage to structures, damageability of building at the site is not included in the calculation. Those who are more interested in damage estimation should refer to 100- and 250-year loss levels.

The MMI values are represented in two ways in the Earthquake Profile:

- Intensity by PE (probability exceedance)
- Intensity by Return Period

The first representation, defined by probability of exceedance, is the probability that at least one event of that MMI will occur within 30 years. The second representation, based on return period, depicts the maximum intensity of an event that is likely to occur within the designated return period; that is, the intensity corresponds to the maximum event that is likely to occur within the return period displayed.

Proximity to an active fault is an important indication of seismicity for a specific location. The *AIRProfiler*® Earthquake Profile displays the property's distance to the nearest known active faults. Important characteristics of these faults are displayed, including fault length, and the magnitude and frequency of the "characteristic" event associated with that fault. (Scientists believe that many faults tend to produce earthquakes of a particular size, or magnitude, that is "characteristic" of that particular fault, and that occur with a particular frequency, or recurrence rate).

The AIRProfil<sup>er</sup>® Flood Profile provides users with information about the flood risk potential for a specific location. Each location is characterized by its proximity to one of five flood zone categories as follows:

- Water body: Includes large lakes and rivers
- 100-year flood plain: Areas where there is 1% chance of being flooded
- 500-year flood plain: Areas where there is 0.2% chance of being flooded
- Outside flood plain: Areas outside of water body, 100- and 500-year flood plains
- No data: Areas where there is no data available

The proximity of the location to FEMA defined flood zones is also provided:

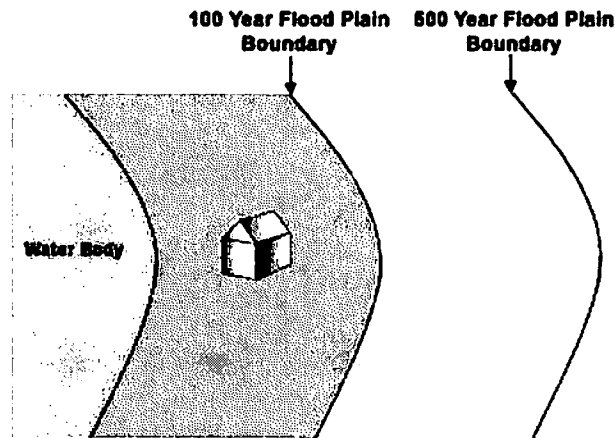
<b>FEMA Zone</b>	<b>Description</b>
V	An area inundated by 100-year flooding with velocity hazard (wave action); no BFE*s have been determined.
VE	An area inundated by 100-year flooding with velocity hazard (wave action); BFEs have been determined.
A	An area inundated by 100-year flooding, for which no BFEs have been determined.
AE	An area inundated by 100-year flooding, for which BFEs have been determined.
AO	An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet.
AOVEL	An alluvial fan inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average flood depths and velocities have been determined; flood depths range from 1 to 3 feet.
AH	An area inundated by 100-year flooding (usually an area of ponding), for which BFEs have been determined; flood depths range from 1 to 3 feet.
A99	An area inundated by 100-year flooding, for which no BFEs have been determined. This is an area to be protected from the 100-year flood by a Federal flood protection system under construction.
D	An area of undetermined but possible flood hazards.
AR	An area inundated by flooding, for which BFEs or average depths have been determined. This is an area that was previously, and will again, be protected from the 100-year flood by a Federal flood protection system whose restoration is federally funded and underway.
X500	An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding.
X	An area that is determined to be outside the 100- and 500-year floodplains.
100IC	An area where the 100-year flooding is contained within the channel banks and the channel is too narrow to show to scale. An arbitrary channel width of 3 meters is shown. BFEs are not shown in this area, although they may be reflected on the corresponding profile.

500IC	An area where the 500-year flooding is contained within the channel banks and the channel is too narrow to show to scale. An arbitrary channel width of 3 meters is shown.
FWIC	An area where the floodway is contained within the channel banks and the channel is too narrow to show to scale. An arbitrary channel width of 3 meters is shown. BFEs are not shown in this area, although they may be reflected on the corresponding profile.
FPQ	An area designated as a "Flood Prone Area" on a map prepared by USGS and the Federal Insurance Administration. This area has been delineated based on available information on past floods. This is an area inundated by 100-year flooding for which no BFEs have been determined.
IN	An area designated as within a "Special Flood Hazard Area" (or SFHA) on a FIRM. This is an area inundated by 100-year flooding for which BFEs or velocity may have been determined. No distinctions are made between the different flood hazard zones that may be included within the SFHA. These may include Zones A, AE, AO, AH, A99, AR, V, or VE.
OUT	An area designated as outside a "Special Flood Hazard Area"(or SFHA) on a FIRM. This is an area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; an area protected by levees from 100-year flooding; or an area that is determined to be outside the 100- and 500-year floodplains. No distinctions are made between these different conditions. These may include both shaded and unshaded areas of Zone X.
ANI	An area that is located within a community or county that is not mapped on any published FIRM.
UNDES	A body of open water, such as a pond, lake, ocean, etc., located within a community's jurisdictional limits, that has no defined flood hazard.
*BFE = Base Flood Elevation	

The Flood Profile provides the shortest distance of the location to the various flood plain boundaries. Three types of distance measurement is provided:

- Shortest distance to the boundary of water body
- Shortest distance to the boundary of 100-year flood plain
- Shortest distance to the boundary of 500-year flood plain

The following map illustrates the way distance from flood plain boundaries are calculated:



The AIRProfiler® Severe Thunderstorm Profile provides users with information about the severe thunderstorm risk potential for a specific location. The Severe Thunderstorm Profile includes risks due to tornado, hail, and straight-line wind. Risk scores for 100-year, 250-year and annual average losses, as well as relative risk ranking within county and state, are displayed. The profile also displays the following risk information:

### Annual Frequency

This field represents the annual frequency of occurrence for tornado, hail, and straight-line windstorms. A qualitative description of the frequency (very high, high, moderate, low, or very low) is displayed.

### Historical Severe Thunderstorms

In this section of the Severe Thunderstorm Profile, AIRProfiler® identifies information on the five most severe tornado, hail, and straight-line wind events within 50 miles of the given location. The following characteristics are displayed: year, date, distance from location, and intensity. The description of intensity varies by peril. For tornadoes, the Fujita scale is used. The intensity of hailstorms is measured by average hailstone size and the intensity of straight-line windstorms is derived from a measurement of maximum wind speed.

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A description of the listed hazards follows:

- A. Brush and Forest Fires:** Areas with heavy vegetation and a dry season can be subject to forest and brush fires. Local building and zoning regulations address this hazard in some areas of the country. Buffer zones which are free from brush and other fuel sources, as well as the use of fire resistive exterior siding and roofing can be utilized to mitigate this hazard.
- B. Earthquake:** Earthquakes are caused by a tension release from the earth's tectonic plates that causes the ground to shake or vibrate. Most casualties associated with earthquakes are caused by structural failures in buildings and fires caused from electrical shorts and gas leaks. All of the model codes have seismic zones where buildings should be constructed to withstand at least a moderate earthquake. The codes are currently geared towards avoiding a structural collapse. This is a life safety issue and a building can still sustain enough physical damage to render it unusable after the earthquake occurs. Since 1900 earthquakes have occurred in 39 states and caused damage in all 50.
- C. Floods:** Floods are one of the most common disasters in the United States, and cause damage to thousands of structures annually. Floodplain construction is addressed in most building codes and many zoning regulations. Flood mitigation is addressed through the National Flood Insurance Program which provides insurance credit incentives for complying with FEMA regulations. Flood as a hazard falls outside the scope of the BCEGS program.
- D. Hail:** Consists of icy pellets of various sizes that are usually associated with thunderstorms or tornadic activity. Large hail can cause substantial damage to roof surfaces. In a typical year the insurance industry pays out \$1.5 billion in hail damage claims. In rare cases hail has caused structural damage and building collapses. Building codes usually do not address potential damage from hail.
- E. High Winds:** High strait line winds can occur anywhere in the United States and are caused by pressure and temperature variances in the Earth's atmosphere. High strait line winds are common in thunder storms, in the open plains where there are no obstructions to slow down the wind, in mountainous areas from upslope and downslope wind effects, on the East Coast from "Northeasters", and on the Pacific Coast from Santa Anna winds. Model Code groups have formulated maps based on 50 year mean recurrence intervals. The model codes currently apply the concept of "fastest wind speed" which is determined by an anemometer 33 ft. above the ground in open terrain. The anemometer measures the time it takes for one mile of air to pass its location. Wind maps are not based on potential maximum wind gust, but on "fastest wind speed," which has created confusion in media coverage of storms.
- F. Hurricane:** This is a tropical low pressure system with a circular wind rotation of 74 mph or greater usually accompanied by rain, lightning, and sometimes tornadoes. These storms have the ability to travel inland for hundreds of miles, maintaining hurricane force winds.

- G. The Saffir-Simpson scale is used to rate the strength of a hurricane from 1 to 5 with 5 being the most severe. The Saffir-Simpson scale uses wind speed and storm surge to rate the hurricane's strength and potential for devastation. Model codes have addressed the probability of hurricanes by creating wind zones that range from 110 mph on barrier islands to 70mph inland. Structures must be designed and built to compensate for the potential additional stress placed on structures by the wind in these zones. The structural designs must take into account both Positive and Negative Wind Loads. Roof systems must be anchored to the wall systems to resist the wind loads. The wall systems must also be strapped or bolted to the foundation and footing system to create a continuous resistive system. Building codes also address the potential storm surge for coastal construction, by requiring structures to be elevated on pilings.
- H. **Landslide/mudflow/debris flow:** This hazard is more common in, but not limited to mountainous areas. Earthquakes and heavy rains cause landslides. Mudflows and debris flows can be caused by heavy rains as well as volcanic eruptions in areas with snow and ice present. This is usually a localized occurrence, and is more of a zoning than a building code issue.
- I. **Lightning:** All states are subject to lightning in varying degrees. Lightning rods can be installed on structures in high probability areas, but most building codes do not address when lightning rods are required. In a typical year the insurance industry pays out over \$1 billion in residential lightning damage claims.
- J. **Snow Loads:** This is a concern in snow belt areas in northern states and in mountainous areas. There are snow load maps created by the model code groups that address this situation. Some areas require a minimum roof pitch and higher design factors to compensate for the additional weight imposed on roofs by snow.
- K. **Soil Liquefaction:** This is a seismic concern. There are some soil types which, in the presence of a high enough water table, will take on the physical properties of a liquid when shaken by an earthquake. Buildings constructed in areas subject to liquefaction need to be designed to reduce or eliminate the possibility of uneven settling or tilting during an earthquake.
- L. **Soil Subsidence:** This is the shrinking or settling of soil due to its composition. Some soils compact or or shrink excessively and this could cause foundation failure if not compensated for by foundation reinforcement. Some areas are subject to sink holes. These are typically caused by lime deposits being dissolved by underground water.
- M. **Swelling Soils:** This is common in clay based soils that do not drain well and needs to be compensated for by foundation reinforcement. Footings or foundations placed on or within expansive soils need to be designed to resist differential volume changes to prevent structural damage to the supported structure. As an alternative to special design the soil can be removed and replaced or stabilized.

- N. Tornado:** Tornadoes are formed from mesocyclones or supercell thunderstorms. Tornadoes can strike in many places in the United States, but the greatest probability of tornadic activity is in a corridor from Texas to Wisconsin known as tornado alley. They occur usually in the spring or fall of the year during the late afternoon when the atmosphere is least stable. Tornadoes are measured by the Fujita Scale (F-SCALE), which measures the wind speed and damage potential. The scale ranges from F0 to F5 with F5 being the most severe storm. Damages from a direct hit by the strongest tornadoes cannot be mitigated, but the collateral damages that occur in surrounding areas can be reduced. The wind provisions of the model codes can help to limit damages from the most common, weaker tornadoes.
- O. Tsunamis: (tidal wave)** These are large sea waves usually caused by earthquakes or volcanic eruptions, and are most common in the Pacific Ocean. The potential devastation of a Tsunami is enormous, but little is being done to mitigate this hazard. Several Pacific Coast States have enacted zoning regulations to prevent schools and hospitals from being built in low areas subject to tsunamis.
- P. Volcanoes:** There are numerous dormant and active volcanoes in the Western United States, and the potential danger is catastrophic near these volcanoes. Collateral damage could occur for hundreds of miles. Building codes can do little to address this danger, but some areas require additional roof structure design to compensate for volcanic ash load. Zoning restrictions are a more viable means of mitigation.



R. O. No. \_\_\_\_\_ - 14 - 15. By BOARD OF WATER COMMISSIONERS.  
May 5, 2014.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2014.

The water pumpage was up 15.42% from the same period in 2013. 1,135,264,000 gallons were pumped in the first quarter, compared to 983,564,000 in 2013.

Year to date Operating Revenue at the end of the first quarter increased by \$75,268 compared to year to date 2013. The net income for the Utility, as of the end of March, 2014 is \$70,143. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the first quarter of 2014:

Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed .....	0.0
Number of feet of 6 inch water main installed .....	0.0
Number of feet of 8 inch water main installed .....	0.0
Number of feet of 10 inch water main installed .....	0.0
Number of feet of 12 inch water main installed .....	0.0
Number of feet of 16 inch water main installed .....	0.0
Number of feet of 20 inch water main installed .....	0.0
Number of feet of 24 inch water main installed .....	0.0
Number of feet of water main abandoned or removed.....	35
Number of water main breaks repaired .....	36
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	5
Number of water main valves installed, repaired, removed, or replaced .....	4
Number of water service connections installed .....	1

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility suffered 36 water main breaks due to the unusually cold winter; a typical annual amount is 12-15. Utility staff managed to keep up with these breaks and maintain reliable water service to the community.

In addition, approximately 100 private water laterals froze, particularly during February and March. Utility staff worked after hours and during weekends to thaw the frozen water laterals. In some cases, thawing was not possible and Utility staff provided temporary water supply and bottled water. Utility staff also advised customers with vulnerable water laterals to maintain a flow of water to prevent freezing.

The cold weather also affected the Utility's intake pipelines. Ice build-up occurred on a number of days, creating operational challenges.

Working with its engineering design firm, the Utility kicked off its UV disinfection project.

BOARD OF WATER COMMISSIONERS

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Gerald R. Van De Kreeke, President

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Raymond W. Haen, Secretary

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Mark Heinz, Member

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

**Sheboygan Water Utility**  
**Quarterly Financial Statement March 31, 2014**  
**Balance Sheet Including Net Income**

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	52,741,754	
107 Construction Work in Progress	754,483	
111 Accumulated Provision for Depreciation of Utility Plant		15,532,214
125 Bond Redemption Fund	618,973	
129 Appropriated Funds Invested for Plant Expansion & Payables	1,264,528	
126 Depreciation Fund	0	
128 Other Special Funds Employee Pensions (ICMA & WI Def Comp)	1,386,006	
128 Other Special Funds Health Ins	0	
135 Working Funds	550	
136 Temporary Cash Investments	5,432,152	
142 Customer Accounts Receivable	711,640	
145 Receivables from Municipality	432,344	
154 Materials and Supplies	276,236	
163 Stores Expense	0	
165 Prepayments	57,347	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits	0	
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		32,026,886
221 Long Term Debt Bonds		10,996,032
223 Advances from Municipality		241,618
232 Accounts Payable		0
235 Customer Deposits		54
236 Taxes Accrued		785,983
237 Interest Payable on Bonds		201,700
242 Misc. Current & Accrued Liab		21,188
251 Bond Premium		14,337
253 Misc Deferred Credits		245,006
263 Other Special Funds Employee Pensions		1,386,006
265 Accrued Employee Benefits		514,147
425 Amoritization of Pre 2003 Depreciation		0
Utility Net Income		70,143
	<u>63,676,014</u>	<u>63,676,014</u>

**Water Main Breaks**

Location	Date	Main Size (")
2617 S. 14th St. 130' N. san MH at Humboldt Ave.	1/3/2014	6"
3621 S. 16th St. 228' to 236' S. of san MH at Greenfield Ave.	1/11/2014	6"
S. 21st St. 65' S. of S. MH at Indiana Ave.	1/14/2014	6"
1211 N. 23rd St. Michigan Ave. ext'd. -436' E. of c.l. of pavt. -660' N. of c. I. Kohler Mem. Dr.	1/20/2014	6"
1211 N. 23rd St. Michigan Ave. ext'd. -424' E. of c.l. of pavt. -660' N. of c. Kohler Mem. Dr.	1/20/2014	6"
1211 N. 23rd St. Michigan Ave. ext'd. -412' E. of c.l. of pavt. -660' N. of c. Kohler Mem. Dr.	1/21/2014	6"
Saemann Ave. 163' E. of san mh at N. 22nd St.	1/22/2014	6"
Saemann Ave. 156' E. of san mh at N. 22nd St.	1/22/2014	6"
N. 4th St. 75' N. of san mh at New York Ave.	1/30/2014	8"
1217 S.12st St. 152' to 157' N. of san mh at Alabama Ave.	1/31/2014	8"
Ohio Ave., 51' W. of S. 17th St. san MH line	2/2/2014	6"
1210 Humboldt Ave. 100' W. of san MH at S. 12th St.	2/3/2014	6"
1142 Dillingham Ave. 183' E. of san MH at S. 12th St.	2/4/2014	4"
S. 11th St. 136' to 141' S. of san mh at Indiana Ave.	2/7/2014	8"
North Ave. 74' E. of san MH at N. 5th St.	2/10/2014	6"
North Ave. 56' W. of san MH at N. 20th St.	2/11/2014	12"
Penn. Ave. 265' E. of san MH at N. 6th St. (8.5" W. of mid-blk MH)	2/11/2014	12"
Oakland Ave. 58' E. of MH in Sauk Trail Rd.	2/13/2014	6"
S. 19th St. 133' S. of MH in Union Ave.	2/13/2014	6"
N. 25th St. 38' N. of san MH at Superior Ave.	2/14/2014	6"
N. 25th St. 49' N. of san MH at Superior Ave.	2/14/2014	6"
N. 7th St. 443' S. of san MH at North Ave. (8' N. of median hydrant)	2/14/2014	6"
Illinois Ave. -177' W. of c.l. S. 11th St.	2/15/2014	8"
Union Ave. 41' E. of san MH at S. 19th St. (8' E. of hydrant)	2/17/2014	6"
Lake Shore Dr. -549' N. of san MH at Washington Ave.	2/19/2014	8"
Superior Ave. 89' E. of san MH at N. 2nd St.	2/20/2014	4"
Superior Ave. 95' to 100' E. of san MH at N. 2nd St.	2/20/2014	4"
1818 Union Ave. 41' E. of san MH at S. 19th St. (13' W. of mid-blk MH)	2/25/2014	6"
S. 15th St. 103' N. of san MH at Wilson Ave.	2/26/2014	6"
Illinois -1/2 block W. of S. 11th St. - added Valve 350' W. of c.l. S. 11th St.)	2/27/2014	8"
North Ave. 101' E. of san MH at N. 20th St.	3/2/2014	12"
N. 21st St. 132' S. of c.l. pavt in Saemann Ave. (81' S. of san MH S. of Saemann Ave.)	3/5/2014	6"
S. 7th St. -200' S. of c.l. pavt in Kentucky Ave. (Didn't expose-tel MH noisy.)	3/6/2014	6"
S. 17th St. 30' S. of san MH at Mead Ave. (1.5' N. of c.l. LJ hyd tee.)	3/10/2014	6"
Sheridan Ave. at N. 21st St. (don't know exact loc. west of cross)	3/20/2014	6"
Union Ave. 9.5' to 13' W. of san MH at S. 21st St.	3/28/2014	6"

Total Water Main Breaks = 36

**SUMMARY**

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	0	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	0	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	0	
Number of feet of 16 inch water main installed	0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	35	
Number of water main breaks repaired	36	
Number of hydrants installed	1	hydrants
Number of hydrants removed or abandoned	1	
Number of hydrants maintained or moved	3	
Number of street valves installed	2	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	1	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	1	
Number of water connections installed	1	

**Distribution System -- 1st Quarter - January, February, & March 2014**

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

Location	Installed	Size	By	Type
1211 N. 23rd St. Michigan Ave. ext'd. ~436' E. of c.l. 23rd ~660' N of Kohler Memorial Dr.	1/20/2014	6" MJ	ute.	G (r/w) CI
Illinois Ave. ~350' W. of S. 11th St. (just E. of S. 12th St.)	2/27/2014	8" MJ	ute.	G (r/w) CI

Total Valves Installed = 2

**Street Valves and Hydrant Valves Removed**

Location	Installed	Removed	Type
S. 12th St. at Maryland Ave. (S)	12/7/1993	2/15/2014	G (r/w)

Total Valves Removed = 1

**Street Valves and Hydrant Valves Abandoned**

Location	Installed	Abandoned

Total Valves Abandoned = 0

**Street Valves and Hydrant Valves Maintained**

Location	Maintained	Size
N. 21st St. at Sheridan Ave. (N)	6"	3/20/2014

Total Valves Maintained = 1

**Hydrants Installed (including water main projects and others)**

Location	Installed	Tr Size	Valve	By
S. 10th St. at Washington Ave. (NW)	3/19/2014	66"	n	ute.

Total Hydrants Installed = 1

**Hydrants Removed (including water main projects and others)**

Location	Installed	Removed	Hyd Valve?
S. 10th St. at Washington Ave. (NW)	10/15/1960	3/19/2014	n

Total Hydrants Removed = 1

**Hydrants Abandoned (including water main projects and others)**

Location	Installed	Abandoned	Tr Size	Hyd Valve?

Total Hydrants Abandoned = 0

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

Location	Installed	Maintained
Wisconsin Ave. at N. 8th St. (NW)	7/23/1990	3/12/2014
North Ave. at N. 29th St. (SE)	2/27/1979	3/14/2014
Pennsylvania Ave. at S. 7th St. (SW)	10/1/1996	3/4/2014

Total Hydrants Maintained/Moved = 3

**HIGH LIFT DELIVERY QUARTERLY REPORT 2014**

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2013	983,564,000	\$198,931.89	\$202.28
	2014	1,135,264,000	\$219,894.40	\$193.69
	Percent Difference	15.42%	10.54%	-4.23%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2013	1,102,474,000	\$209,159.60	\$189.72
	2014	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2013	1,256,156,000	\$205,900.46	\$163.91
	2014	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2013	1,083,959,000	\$193,876.01	\$178.68
	2014	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2014				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2013	4,426,153,000	\$807,867.96	\$182.52
	2014	1,135,264,000	\$219,894.40	\$193.69
	Percent Difference	-74.35%	-72.78%	6.12%
YEAR TO DATE : 2014				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2013	5,564,200	\$87,895.55	
	2014	996,220	\$9,953.66	
	Percent Difference	-82.26%	-85.34%	
STORM WATER CHARGES	2014	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	17,951,000	February 27, 2014	
	Minimum Pumpage Day	8,333,000	January 25, 2014	

	MG	\$	\$/MG
2013	4,426,153,000	\$807,867.96	\$182.52
2014	1,135,264,000	\$219,894.40	\$193.69

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date. Sludge disposal costs are not included in \$/MG.

II

R. O. No.       - 14 - 15. By BOARD OF CONTRACTORS EXAMINERS.  
May 5, 2014

Attached hereto we are submitting application for Building Contractor License already GRANTED:

2128	Thomas Rauk W4130 Sumac Rd. Plymouth, WI 53073	Carpenter Contractor
2113	Andy Stein 1730 N 4 <sup>th</sup> St Sheboygan, WI 53081	Carpenter Contractor
2503	Dan Navis N6791 W Karpathy Lane Plymouth, WI 53073	Carpenter Contractor
2506	Nathan Lesch 1820 Barton Ave West Bend, WI 53090	Carpenter Contractor

  
\_\_\_\_\_  
Building/Heating Inspector

III

Res. No.     - 14 - 15. By Alderpersons Donohue, Matichek, Thiel and  
Kath. May 5, 2014.

A RESOLUTION directing a public hearing to be held in connection with  
change of the City's Official Zoning Map for properties located at:

1421 St. Clair Ave.  
1417 St. Clair Ave.  
1411 St. Clair Ave.  
1132 N. 14<sup>th</sup> St.  
1126 N. 14<sup>th</sup> St.  
1124 N. 14<sup>th</sup> St.  
1120 N. 14<sup>th</sup> St.  
1420 Erie Ave.

from Class NR-6 Neighborhood Residential to Class UC Urban Commercial  
Classification.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00  
P.M., June 2, 2014, in the Council Chambers of the City Hall,  
Sheboygan, Wisconsin, to give persons an opportunity to be heard  
relative to the proposed amendment to the City of Sheboygan's  
Official Zoning Map. The purpose of the amendment is to change the  
Use District Classification of the following described property

from Class NR-6 Neighborhood Residential to Class UC Urban Commercial 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. May 5, 2014.

Your Committee to whom was referred Res. No. 181-13-14 by Alderperson Heidemann authorizing entering into contract for the annual root control program for the control of tree roots in the City's sewer network; recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

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

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

III

Other matters

6.5

Res. No. 181 - 13 - 14. By Alderperson Heidemann. April 14, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the annual root control program for the control of tree roots in the City's sewer network.

WHEREAS: The City of Sheboygan contracts annually for the treatment required to eliminate tree roots in the City sewer network and;

WHEREAS: The City of Sheboygan has historically utilized the program offered exclusively by Duke's Root Control, Inc. and has found both the quality of the product and the workmanship to be excellent and;

WHEREAS: City ordinance allows for the Purchasing Agent to forego the need for competitive bidding when the methods or materials are offered exclusively by one vendor. Further the vendor has extensive technical knowledge of the City's sewer network gained from years of experience and;

WHEREAS: The quotation provided includes a zero increase in the cost per lineal foot from 2013:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Duke's Root Control Inc. for the treatment of approximately 22,590 lineal feet of sewer at an estimated cost of \$40,031.11 with costs to come out of the Wastewater/Sanitary Maintenance/Contracted Svcs. budget 60134110-521900.

*Pub Wks  
of new Council  
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



1020 Hiawatha Blvd. West  
 Syracuse, NY 13204-1131  
 1-800-44-ROOTS  
 (315) 472-4781  
 FAX (315) 475-4203

April 9, 2014

Mr. Joel Kolste  
 Superintendent  
 City of Sheboygan  
 2026 New Jersey Ave.  
 Sheboygan, WI 53081-4714

Dear Mr. Kolste:

As per your request, we submit the following quote for Duke's foaming root control service. Please note that these are estimated quantities, and the actual invoice will be determined by field measurements made at the time of application.

Pipe Size	Unit Price	Quantity	Total
6 inch	\$1.59/ft	0 feet	\$0.00
8 inch	\$1.59/ft	8,026 feet	\$12,761.34
10 inch	\$1.76/ft	10,331 feet	\$18,182.56
12 inch	\$1.92/ft	3,048 feet	\$5,852.16
15 inch	\$2.73/ft	1,185 feet	\$3,235.05
<b>Totals:</b>		<b>22,590 feet</b>	<b>\$40,031.11</b>

Prices are computed per linear foot, manhole to manhole and include all Labor, Materials, Equipment, and Mobilization for the chemical treatment of the approximate quantity referenced above. Duke's standard guarantee applies to all sanitary sewers treated, and a \$3,000-minimum charge is required on this project.

If you require any further information, please call 1-800-447-6687. Thank you for your interest in our service.

Sincerely,



Chad Smeltzer

**PROPOSED 2014 SPRING ROOT TREATING**

CONTRACTOR: DUKE'S ROOT CONTROL, INC.

TREATED	STREET	UPSTREAM MH DESCRIPTION	DOWNSTREAM MH DESCRIPTION	SIZE	FEET	JOB #
	5TH ST	SA-22-043	SA-22-042	10	172	Retreat
5/1/2012	16TH ST	SA-20-021	SA-20-034	10	172	12-378
5/1/2012	16TH ST	SA-20-039	SA-20-038	10	111	12-378
5/1/2012	16TH ST	SA-20-040	SA-20-038	10	176	12-378
5/1/2012	16TH ST	SA-20-062	SA-20-055	10	151	12-378
5/1/2012	16TH ST	SA-20-063	SA-20-062	10	150	12-378
5/1/2012	16TH ST	SA-20-064	SA-20-055	10	203	12-378
5/1/2012	16TH ST	SA-20-064	SA-20-067	10	198	12-378
5/1/2012	17TH ST	SA-12-043	SA-12-040	8	170	12-378
5/1/2012	17TH ST	SA-20-057	SA-20-065	10	199	12-378
5/1/2012	17TH ST	SA-20-060	SA-20-057	10	156	12-378
5/1/2012	17TH ST	SA-20-061	SA-20-060	10	154	12-378
5/1/2012	17TH ST	SA-20-065	SA-20-069	10	203	12-378
4/30/2012	17TH ST	SA-20-032	SA-20-029	10	154	12-378
4/30/2012	17TH ST	SA-20-032	SA-20-033	10	237	12-378
4/30/2012	17TH ST	SA-20-033	SA-20-046	10	238	12-378
5/1/2012	BELL AVE	SA-25-125	SA-25-003	10	220	11-533
5/1/2012	BELL AVE	SA-34-064	SA-25-063	8	225	12-378
5/1/2012	CAMBRIDGE AVE	SA-20-022	SA-20-021	12	190	12-378
5/1/2012	CAMBRIDGE AVE	SA-20-023	SA-20-022	12	242	12-378
5/1/2012	CAMBRIDGE AVE	SA-20-024	SA-20-024	10	144	12-378
5/1/2012	CAMBRIDGE AVE	SA-20-025	SA-20-024	10	147	12-378
5/1/2012	ELIZABETH	SA-26-066	SA-26-065	8	206	12-378
5/1/2012	ELIZABETH	SA-26-066	SA-26-067	8	206	12-378
6/27/2011	LONG CT	SA-21-100	SA-21-101	8	205	12-378
	LONG CT	SA-21-099	SA-21-100	8	189	
	BELL AVE	SA-34-066	SA-34-065	8	223	
	BELL AVE	SA-34-065	SA-34-064	8	225	
5/1/2012	16TH ST	SA-20-021	SA-20-035	10	161	12-378
	5TH ST	SA-21-061	SA-21-060	12	205	
	BELL AVE	SA-25-102	SA-25-111	10	215	
	BELL AVE	SA-25-111	SA-25-112	10	216	
	BELL AVE	SA-25-112	SA-25-125	10	220	
4/30/2012	MEHRTENS AVE	SA-20-036	SA-20-010	12	205	12-378
4/30/2012	MEHRTENS AVE	SA-20-037	SA-20-036	12	149	12-378
4/30/2012	MEHRTENS AVE	SA-20-038	SA-20-037	12	148	12-378
4/30/2012	MEHRTENS AVE	SA-20-041	SA-20-038	12	193	12-378
4/30/2012	MEHRTENS AVE	SA-20-041	SA-20-042	10	116	12-378
5/1/2012	MICHIGAN AVE	SA-20-066	SA-20-037	12	219	12-378
5/1/2012	MICHIGAN AVE	SA-20-067	SA-20-066	12	221	12-378
5/1/2012	MICHIGAN AVE	SA-20-068	SA-20-067	10	211	12-378
5/1/2012	MICHIGAN AVE	SA-20-069	SA-20-068	10	219	12-378
5/3/2012	WEDEMEYER ST	SA-12-108	SA-12-107	8	251	12-378
6/28/2011	SCHOOL AVE	SA-34-034	SA-26-028	8	251	
6/28/2011	SCHOOL AVE	SA-34-032	SA-34-034	8	254	
6/28/2011	SCHOOL AVE	SA-26-028	SA-26-026	8	198	
6/28/2011	11TH ST	SA-19-074	SA-19-077	10	203	
6/28/2011	ELIZABETH	SA-26-065	SA-26-063	8	209	
10/20/2010	GEELE AVE	SA-22-092	SA-22-019	8	219	
10/20/2010	GEELE AVE	SA-23-080	SA-22-092	8	220	
10/20/2010	CLIFTON AVE	SA-25-118	SA-25-117	8	176	
10/20/2010	CLIFTON AVE	SA-25-117	SA-25-008	8	174	
10/20/2010	CAMBRIDGE AVE	SA-30-143	SA-30-142	10	247	
10/20/2010	CAMBRIDGE AVE	SA-30-142	SA-30-137	10	254	
10/20/2010	N21ST ST	SA-30-127	SA-30-126	10	159	
10/20/2010	21ST ST	SA-30-126	SA-30-125	10	159	
10/20/2010	21ST ST	SA-30-125	SA-30-115	10	161	
10/18/2010	KENTUCKY AVE	SA-10-067	SA-10-066	10	222	
10/18/2010	KENTUCKY AVE	SA-10-066	SA-10-035	10	220	
10/18/2010	DILLINGHAM	SA-7-112	SA-7-111	12	240	
10/18/2010	ALABAMA AVE	SA-8-159	SA-8-158	10	113	
10/18/2010	ALABAMA AVE	SA-8-158	SA-8-039	10	226	
10/18/2010	15TH ST	SA-9-036	SA-9-022	10	259	
10/18/2010	15TH ST	SA-9-022	SA-9-021	10	198	
10/18/2010	15TH ST	SA-9-021	SA-9-020	10	201	
5/27/2010	VIRGINIA AVE	SA-9-026	SA-9-027	10	206	
5/27/2010	VIRGINIA AVE	SA-9-024	SA-9-026	10	235	
5/27/2010	DIVISION AVE	SA-34-040	SA-34-039	8	228	
5/27/2010	DIVISION AVE	SA-34-039	SA-34-003	8	228	
5/27/2010	CASTLE AVE	SA-2A-016	SA-2A-015	8	191	
5/27/2010	14TH ST	SA-12-119B	SA-12-119A	8	150	
5/27/2010	14TH ST	SA-12-119A	SA-12-119	8	150	
5/27/2010	10TH ST	SA-7-098	SA-7-097	10	238	

5/27/2010	10TH ST	SA-7-114	SA-7-113	10	202
5/26/2010	MAIN AVE	SA-34-038	SA-34-037	8	256
5/26/2010	MAIN AVE	SA-34-037	SA-34-036	8	239
5/26/2010	MAIN AVE	SA-34-036	SA-34-035	8	239
5/26/2010	MAIN AVE	SA-34-035	SA-34-004	8	240
5/26/2010	DIVISION AVE	SA-34-043	SA-34-041	8	227
5/26/2010	DIVISION AVE	SA-34-041	SA-34-040	8	229
5/25/2010	9TH ST	SA-25-084	SA-25-083	8	178
5/25/2010	9TH ST	SA-25-083	SA-25-082	8	173
5/25/2010	13TH ST	SA-26-016	SA-26-015	10	186
5/25/2010	13TH ST	SA-26-015	SA-26-014	15	218
5/25/2010	13TH ST	SA-26-014	SA-26-013	15	219
5/25/2010	13TH ST	SA-26-013	SA-26-012	15	159
5/26/2010	13TH ST	SA-26-012	SA-26-076	15	158
5/24/2010	LINCOLN AVE	SA-22-096	SA-22-095	12	218
5/24/2010	LINCOLN AVE	SA-22-095	SA-22-009	12	217
5/24/2010	4TH ST	SA-22-086	SA-22-085	10	120
5/24/2010	4TH ST	SA-22-085	SA-22-082	10	124
5/24/2010	4TH ST	SA-22-039	SA-22-038	10	231
5/24/2010	4TH ST	SA-22-037	SA-22-036	10	170
5/24/2010	4TH ST	SA-22-036	SA-21-057	10	203
5/24/2010	4TH ST	SA-21-057	SA-21-056	12	201
5/24/2010	4TH ST	SA-21-056	SA-21-055	12	200
5/24/2010	4TH ST	SA-21-055	SA-21-037	12	200
	LINCOLN AVE	SA-22-009	SA-22-066	15	218
	LINCOLN AVE	SA-22-066	SA-22-067	15	213
	ASHLAND AVE	SA-7-143	SA-7-142	10	207
	ASHLAND AVE	SA-7-142	SA-7-139	10	198
	KENTUCKY AVE	SA-8-058	SA-8-057	10	186
	KENTUCKY AVE	SA-8-057	SA-8-002	10	159
	12TH ST	SA-12-087	SA-12-086	10	138
	12TH ST	SA-12-086	SA-12-014	10	139
	13TH ST	SA-2A-063	SA-2A-062	8	203
	13TH ST	SA-2A-062	SA-2A-061	8	203
	13TH ST	SA-2A-061	SA-2A-060	8	202
	WEDEMEYER ST	SA-5-042	SA-5-041	8	290
	WEDEMEYER ST	SA-5-041	SA-5-040	8	290
	WEDEMEYER ST	SA-5-040	SA-5-006	8	289
	ST. CLAIR AVE.	SA-13-044	SA-13-045	8	220
	ST. CLAIR AVE.	SA-13-045	SA-13-172	10	224

<b>2014 TOTALS</b>	<b>8"</b>	<b>8026.00</b>	<b>\$ 12,761.34</b>
	<b>10"</b>	<b>10331.00</b>	<b>\$ 18,182.56</b>
	<b>12"</b>	<b>3048.00</b>	<b>\$ 5,852.16</b>
	<b>15"</b>	<b>1185.00</b>	<b>\$ 3,235.05</b>
	<b>18"</b>	<b>0.00</b>	<b>\$ -</b>
		<b>22,590.00</b>	<b>\$ 40,031.11</b>

<b>2013 TOTALS</b>	<b>8"</b>	<b>6488.00</b>	<b>\$ 10,315.92</b>
	<b>10"</b>	<b>10868.00</b>	<b>\$ 19,127.68</b>
	<b>12"</b>	<b>4437.00</b>	<b>\$ 8,519.04</b>
	<b>15"</b>	<b>486.00</b>	<b>\$ 1,326.78</b>
	<b>18"</b>	<b>880.00</b>	<b>\$ 3,493.60</b>
		<b>23,159.00</b>	<b>\$ 42,783.02</b>

<b>YEAR COMPARISON 2013/2014</b>	<b>8"</b>	<b>1538.00</b>	<b>\$ 2,445.42</b>
	<b>10"</b>	<b>-537.00</b>	<b>\$ (945.12)</b>
	<b>12"</b>	<b>-1389.00</b>	<b>\$ (2,666.88)</b>
	<b>15"</b>	<b>699.00</b>	<b>\$ 1,903.27</b>
	<b>18"</b>	<b>-880.00</b>	<b>\$ (3,493.60)</b>
		<b>-969.00</b>	<b>\$ (2,751.91)</b>

**VI**

R. C. No.       - 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 the following license be granted **contingent upon the application being corrected, and with a warning to include all violations on future applications:**

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0322	Paton, Jennifer L.	830 N. Water St., #210
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ 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**

5.3

R. C. No. 370 - 13 - 14. By LAW AND LICENSING. April 14, 2014.

Your Committee to whom was referred 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 the following licenses referred to the Law and Licensing Committee of the new Common Council (2<sup>nd</sup> meeting - called in):

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0322	Paton, Jennifer L.	830 N. Water St., #210

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8429	Escobar, Panfilo	3025B N. 9 <sup>th</sup> St., #4
0328	Van Dixhorn, Peter J.	2802 S. 10 <sup>th</sup> St.

*H. L. / new C.C.  
5/5/14 - deny Escobar &  
Van Dixhorn, grant Paton*

*Jodi Vandell*  
*Susan J. Quassard*

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. 313 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

*Law & Lic.*

*Susan Richards*  
City Clerk

*4/2/14 - grant all lic except approve 4/5/14 JMKAC - other 19 events; hold Paton, Sedlar, Ecoban, Quasius, Van Dishow*

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	JMKAC	608 New York Ave. - one-day events to Be held 4/5/14; 5/10/14; 6/21/14; 6/28/14; 7/12/14; 8/9/14; 8/30/14; 8/31/14; 10/4/14; & 10/9/14 to include current premise and all lawn areas on the North, East, South and West sides of the building.

*4/14/14 - refer to hold Van Dishow / grant JMKAC 5/10 - 10/9 with modify premise to cover terrace area not whole block. /*

FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3051	Mid-Lake Softball Org.	2213 New Jersey Ave.

"CLASS C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3034	Marc Cinemas	3226 Kohler Memorial Dr.

MESSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3048	Bella Vida	4027 S. Business Dr.
3049	G & G Massage	4027 S. Business Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0326	Bischoff, Colin J.	1167 W Madison Ave., #6, Cleveland
1176	Carmody, Julie A.	38 N. Hiawatha Circle
7860	Dassow, Michelle L.	2211 Wedemeyer
0325	Hanrahan, Jessica A.	3622 Superior Ave.
7662	Hartman, Lisa M.	3306 Mueller Rd.
0322	Paton, Jennifer L.	830 N. Water St., #210
9632	Phippen, Robert D.	1219 Georgia Ave.
3254	Randall, Shantell M.	2204 N. 9 <sup>th</sup> St.
0323	Richter, Erin E.	705 Broadway
0324	Schneider, Nancy C.	2019 N. 40 <sup>th</sup> St.
0319	Sedlar, Carrie K.	1209 N. 16 <sup>th</sup> St.
0316	Stemper, Sarah M.	1615 New Jersey Ave.
0327	Stone, Malcolm X.	830 N. Water St., #123

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9790	Butts, Constance B.	729 Kentucky Ave.
8429	Escobar, Panfilo	3025B N. 9 <sup>th</sup> St., #4
0321	James, Asher D R	1436 Erie Ave.
0317	Miller, David R.	1713 Alexander Ct.
0318	Mondloch, Richard L.	W5681 Cty Rd. A, Adell
0320	Norton, Gale R.	3719 Deer Valley Dr.
9090	Quasius, Jessica M.	1538 N. 10 <sup>th</sup> St.
0328	Van Dixhorn, Peter J.	2802 S. 10 <sup>th</sup> St.

**VII**

R. C. No.        - 14 - 15. By LAW AND LICENSING. May 5, 2014.

Your Committee to whom was referred, pursuant to R. C. No. 373-13-14 by Law and Licensing and R. O. No. 333-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the following license be granted contingent upon the application being corrected:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5584	Rider, Aaron M.	2329 N. 7 <sup>th</sup> 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

VII

R. C. No.       - 14 - 15. By LAW AND LICENSING. May 5, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 347-14-15 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the following various licenses be granted with various caveats:

CHANGE OF AGENT

Kimberly Karrmann Meller is replacing Debra Deamico as agent for the Weill Center located at 826 N. 8<sup>th</sup> St., effectively immediately.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	Gotta Getcha in Oasis	840 Wilson Ave.

CLASS "B" FERMENTED MALT BEVERAGE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3055	Noodles & Company	555 S. Taylor Dr.

CLASS "C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3055	Noodles & Company	555 S. Taylor Dr.

MOBILE HOME PARK LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	4441 S. 12 <sup>th</sup> St.

SIDEWALK CAFE LICENSE (April 14, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	Frankie's Pub & Grill	2218 Indiana Ave.
2427	Urbane	1231 N. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0344	Hameister, Tina M.	1323 Indiana Ave.
0340	Jenkins, Joseph A.	2207 Cleveland Ave.
*0354	Merrill, Kira B.	3230 Geele Ave.
<b>*grant contingent on the application being corrected and with a warning to include all violations on future applications.</b>		
0345	Van Buren, Jeremy N.	927 St. Clair Ave. #B
0342	Wiltzius, Joseph L.	1919 Sheridan Ave.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0343	Olsen, Michael D.	1330 N. 12 <sup>th</sup> St., #2
<b>*grant contingent on the application being corrected and with a warning to include all violations on future applications.</b>		
*0346	Tolzman, Jacob Anthony	3027 N. 10 <sup>th</sup> St.
<b>*grant contingent on the application being corrected and with a warning to include all violations on future applications.</b>		

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 PUBLIC WORKS. May 5, 2014.

Your Committee to whom was referred a copy of 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 4<sup>th</sup> of July Events; recommends accepting and filing the document and approving the requests.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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

3.7

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 4<sup>th</sup> of July Events.

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

PP+5  
α  
P.W.  
New C.C.  
approve.

**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 4<sup>th</sup> 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.

#### **4<sup>th</sup> of July**

As the coordinator of Sheboygan's 4<sup>th</sup> 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: 7<sup>th</sup> 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. 7<sup>th</sup> 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 4<sup>th</sup> of July activities. Tourism will add the South Pier activities to the 4<sup>th</sup> 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

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. May 5, 2014.

Your Committee to whom was referred Res. No. 179-13-14 by Alderperson Heidemann authorizing advertising for bids for the 2014 Street Concrete Panel Replacement Program for various throughout the City of Sheboygan; recommends that the Resolution be passed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

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

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

III

Res. No. 179 - 13 - 14. By Alderperson Heidemann. April 14, 2014.

A RESOLUTION authorizing advertising for bids for the 2014 Street Concrete Panel Replacement Program for various streets throughout the City of Sheboygan.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the 2014 Street Concrete Panel Replacement Program for various streets throughout the City of Sheboygan, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

P.W.  
of new Council  
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



II

R. O. No. \_\_\_\_\_ - 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.

*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

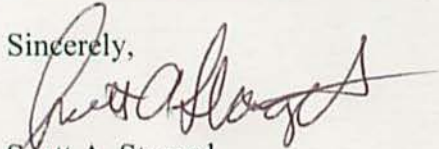
Dear Mayor Vandersteen and the Common Council:

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](mailto: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:

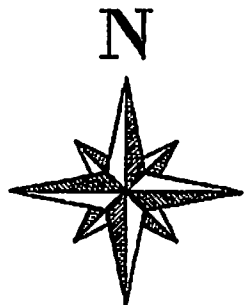
COMMENCING AT THE SOUTHEAST CORNER OF LOT 18 BLOCK 4 KRETZ AND DETLINGS SUBDIVISION ALSO BEING THE POINT OF BEGINNING, THENCE WEST 2.00 FEET ALONG THE NORTH LINE OF GEELE AVENUE ALSO BEING THE SOUTH LINE OF SAID LOT 18, THENCE SOUTH 5.00 FEET, THENCE EAST 2.00 FEET, THENCE NORTH 5.00 FEET TO THE POINT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



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 CLERK. May 5, 2014.

Submitting a Notice of Claim filed on behalf of Jeffrey Hermann.

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

Claim #1-14 Rec'd 4-14-14  
KS Schroeder

APR 14 '14 AM 10:18

**The Law Office of John B. Kiel, LLC.**

**P.O. Box 147**

**Salem, Wisconsin 53168-0147**

**Phone: (262) 914-5435**

**Facsimile: (262) 537-4855**

**Email Address: firelaw@tds.net**

---

April 11, 2014

**VIA CERTIFIED U.S. MAIL & EMAIL**

Susan.Richards@sheboyganwi.gov

**Susan Richards, City Clerk**  
CITY OF SHEBOYGAN  
Sheboygan City Hall  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin, 53081

Re: Notice of Claim of Jeffrey Hermann

Dear Ms. Richards:

Under cover of this letter please find the April 11, 2014 Notice of Claim filed on behalf of Jeffrey Hermann, the former fire chief of the City of Sheboygan. I am available to discuss this matter with you or your legal counsel.

Please contact me with any questions.

**The Law Office of John B. Kiel, LLC.**

By

  
\_\_\_\_\_  
John B. Kiel

NOTICE OF CLAIM  
(Pursuant to Wis. Stat. § 893.80)

TO:

Susan Richards, City Clerk  
CITY OF SHEBOYGAN  
Sheboygan City Hall  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin, 53081

**Jeffrey Hermann** hereby states its claims against the City of Sheboygan (“City”) as follows, pursuant to Wis. Stat. § 893.80:

**CLAIMANT**

1. Claimant’s address is 3442 South 17<sup>th</sup> Street, Sheboygan, Wisconsin 53081.
2. Attorney John B. Kiel of the Law Office of John B. Kiel, LLC. is Claimant’s attorney in connection with the claims stated herein. The address of Claimant’s attorney is The Law Office of John B. Kiel, LLC. P.O. Box 147, Salem, Wisconsin 53168-0147.

**CIRCUMSTANCES OF THE CLAIM**

3. Claimant was employed by the City of Sheboygan, Wisconsin fire department between April 21, 1981 to December 31, 2013. Claimant was appointed as the City’s fire chief effective January 1, 2010.
4. Upon his appointment to fire chief the City informed claimant that his retirement benefits were to a sick leave pay out for retirement of one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.
5. Upon his appointment to fire chief the City informed claimant that his retirement benefits were to include the following vacation pay out provision:
  - Other severance benefits:
    - Unused and prorated earned vacation pay.
6. The benefits described in paragraphs 4 and 5 above were approved by the City’s Salaries and Grievance Committee on March 24, 1999 and made part of the City’s Non-Represented Employee Benefits Compensation Program for such non-represented employees.
7. Claimant retired as the City’s fire chief on January 1, 2014.
8. The City has failed to pay out Claimant’s retirement and severance benefits in the manner described in paragraphs 4 and 5 above.

## CLAIMS

9. At the time that the City appointed Claimant to the position of fire chief it entered into a contract of employment with claimant whereby the City agreed to calculate Claimant's retirement and severance benefits in accordance with paragraphs 4 and 5 above. In refusing to calculate Claimant's retirement benefits in accordance with paragraphs 4 and 5 above, the City breached its contract for employment with Claimant.
10. At the time that the City appointed Claimant to the position of fire chief Claimant's enjoyed a vested right to retirement and severance benefits calculated in accordance with paragraphs 4 and 5 above. In refusing to calculate Claimant's retirement benefits in accordance with paragraphs 4 and 5 above, the City denied a vested benefit to Claimant.
11. The City promised Claimant retirement and severance benefits calculated in accordance with paragraphs 4 and 5 above and thereby induced Claimant to accept the non-represented position of fire chief. By operation of its promise to Claimant the City is estopped from denying Claimant retirement and severance benefits calculated in accordance with paragraphs 4 and 5 above.

## ITEMIZATION OF CLAIM

12. As a consequence of the actions above, Claimant has been:
  - A. Denied unused and prorated earned vacation pay in the amount of \$10,365.18.
  - B. Denied Sick leave pay out for retirement in the amount of \$27,354.24.
  - C. Incurred legal fees and expenses to date in excess of \$1,000.00 in asserting his rights.

Dated at Salem, Wisconsin on April 11, 2014.

**THE LAW OFFICE OF JOHN B. KIEL, LLC.**

Attorney for Claimant Jeffrey Hermann

By \_\_\_\_\_

John B. Kiel

**MAILING ADDRESS:**

P.O. Box 147  
Salem, Wisconsin 53168-0147  
Telephone: (262) 914-5435  
Facsimile: (262) 537-4855  
Email: [firelaw@tds.net](mailto:firelaw@tds.net)

II

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

Submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10<sup>th</sup> St. and Grand Ave. and tripped on uneven section of the crosswalk.



---

City Clerk

DATE RECEIVED 4-10-14

RECEIVED BY LS Schneider

CLAIM NO. 2-14  
APR 10 '14 AM 11:01

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: Judith A. Grimm
- 2. Home address of Claimant: 1126 North Ave, Sheboygan, WI 53083
- 3. Home phone number: 920-457-5459
- 4. Business address and phone number of Claimant: 457-4441 ext. 72204

- 5. When did damage or injury occur? (date, time of day) Sunday, 3/30/14 afternoon
- 6. Where did damage or injury occur? (give full description) 10<sup>th</sup> & Grand Ave.  
Sheboygan - Southeast crosswalk on corner

7. How did damage or injury occur? (give full description) I took a couple steps into the crosswalk, happened to look up a moment because a young couple with a little girl were on the opposite corner of the crosswalk. I didn't know if they were going to cross the street within the crosswalk. Just as I looked up I fell down, very hard on my knees, hands/wrists knees and left shoulder. I couldn't get up. The lady ran over to help me and kept asking if I was okay. (page 2)

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: Crosswalks should be safe to walk within-

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: Within the walkway in Southeast crosswalk at 10<sup>th</sup> & Grand Ave

(b) Claimant's statement of basis for such liability: the street seam has raised greatly inside the crosswalk-

7. Pont' I wasn't sure if I was okay; I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor, my knees are black and blue as well as my hands/wrists. My main concern is if there may be damage to my knees/cartilage as time goes on. I've had no problems with my knees, arms or shoulders in the past.

7. Pont' I wasn't sure if I was okay, I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor. My knees are black and blue as well as my hands/wrists.

My main concern is if there may be damage to my knees/cartilage as time goes on. I've had no problems with my knees, arms or shoulders in the past.

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").

See #7 and back of pg. 1  
Sore knees, wrists, left shoulder

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

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

Auto: \$ N/A  
Property: \$ N/A  
Personal injury: \$ Unknown at this time  
Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

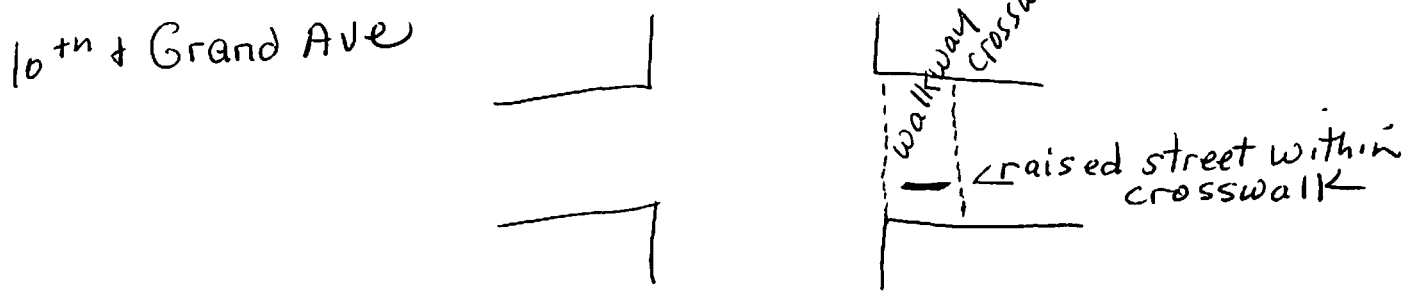
Damaged vehicle (if applicable) N/A

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

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

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

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



SIGNATURE OF CLAIMANT Judith a Grumm DATE 4/5/14  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 4-10-14

RECEIVED BY LSSchneider

CLAIM NO. 2-14

APR 10 '14 AM 11:01

CLAIM

Claimant's Name:	<u>Judith A Grimm</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>1126 North Ave</u>	Property	\$ _____
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-457-5459</u>	Other (Specify below)	\$ _____
		<b>TOTAL</b>	\$ _____

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

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

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

*Pending*  
Unknown at this time until something shows up due to the fall. Nothing is broken, or I couldn't walk. My knees are black + blue. I do not know if my cartilage is compromised or damaged or there is any problems with any joints at this time. Until I experience any kind of weakness, as time goes on, this is considered pending unless you want to pay upfront for x-rays etc. at this point, for any determination,

SIGNED Judith A Grimm DATE: initially.

ADDRESS: 1126 North Ave Sheboygan, WI 53083


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

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

II

R. O. No.       - 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.



---

City Clerk

DATE RECEIVED 4-21-14

RECEIVED BY LSSchneider

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. 10<sup>TH</sup> 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. 10<sup>TH</sup> 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

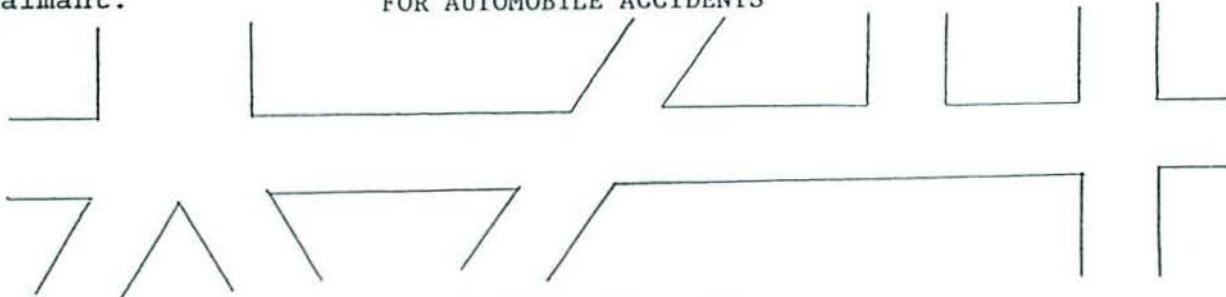
Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

THOMAS J. PERL DRIVER OF GARBAGE TRUCK

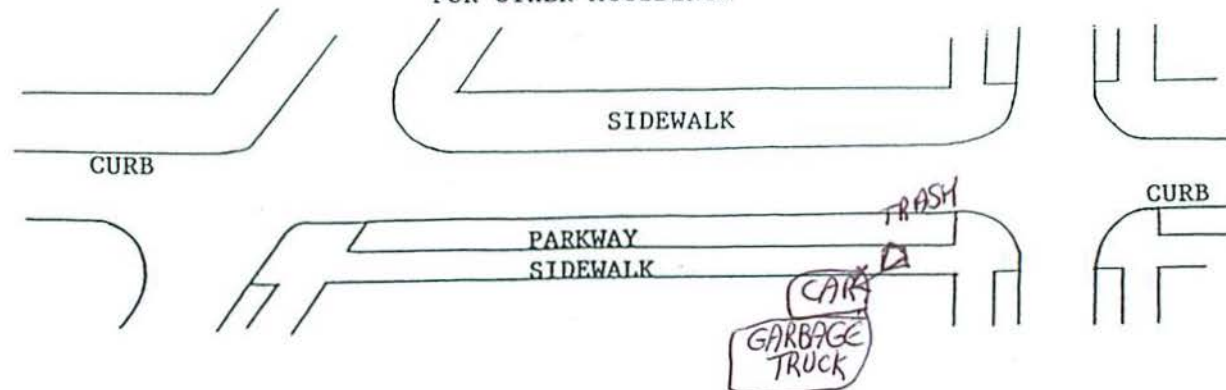
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Marc 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  
Claimant's Address: 1112 S. 10<sup>TH</sup> ST  
SHEBOYGAN WI 53081  
Claimant's Phone No. (920) 254-8644

Auto \$ 707.36  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
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. 10<sup>TH</sup> 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 254-8644  
 Bus. \_\_\_\_\_

Name MARK LUECK  
 Address \_\_\_\_\_

Insurance Agency \_\_\_\_\_  
 Company \_\_\_\_\_

Claim# \_\_\_\_\_ P.O.# \_\_\_\_\_

Policy# \_\_\_\_\_ C.C.# \_\_\_\_\_

ID No \_\_\_\_\_ Deductible \_\_\_\_\_

When \_\_\_\_\_ How \_\_\_\_\_  
 Year 03 Make Zx2 2m coupe

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

TERMINAL ID.: 870013200001004

MASTERCARD  
 \*\*\*\*\*5041 EXP: \*\*/\*\* SHIPPED  
 SALE  
 BATCH: 000065 INU: 000001  
 Mar 17, 14 09:25  
 RRH: 00650001 AUTH: 09650B

TRH REF#: MPLL0H2600317

APPROVED

DESCRIPTION \_\_\_\_\_

TOTAL \$707.36

MARK LUECK

CUSTOMER COPY

BIL

DB 10272 GTY

673.68

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.

- I request an estimate in writing before you begin repairs. \_\_\_\_\_
- Please proceed with repairs, but call me before continuing if the price will exceed \$ 707.36  
Mark Lueck
- I do not want an estimate. \_\_\_\_\_
- 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
SALES REP: MIKE			INSTALLED BY: ANDY	
BILL TO: Cash Sale			TERMS:	
			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

Unit :

212

PRIEBE, JAMES

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
<b>Narrative</b>		

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 were 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/d11

cc: City Hall - Finance Department

II

3.5

R. O. No. 12 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Terry Weimann for alleged injuries when they slipped on the ice in the Library parking lot.

*Finance*

*Rose Richards*

City Clerk

DATE RECEIVED

4-14-14

RECEIVED BY

L Schneider

CLAIM NO.

3-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 14 '14 AM 10:59

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: TERRY Weimann
2. Home address of Claimant: 2210 Meadowland Dr # 104
3. Home phone number: 920 917-9151
4. Business address and phone number of Claimant: (with child)  
795 Woodlake Rd Kohler (920 287-7611)
5. When did damage or injury occur? (date, time of day) 2/26/14 9:45 AM
6. Where did damage or injury occur? (give full description) Parking Lot of Library
7. How did damage or injury occur? (give full description) Slipped on Ice - fell and Broke knee esp in 3 places -
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: Parking lot Poor Removal of ice & snow
  - (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").

Fell on the - Broke knee cap in 3 places  
Loss of work unable to Drive for a period of time

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

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

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

Property: \$ \_\_\_\_\_

Personal injury: \$ Pending

Other: (Specify below) \$ \_\_\_\_\_

TOTAL \_\_\_\_\_

Damaged vehicle (if applicable)

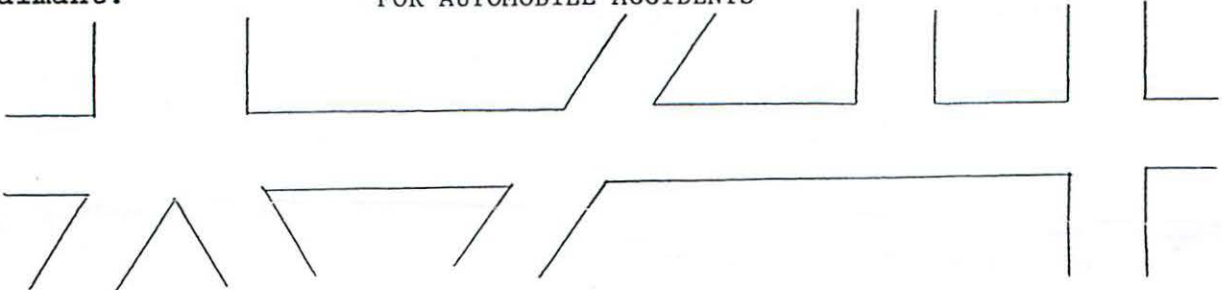
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

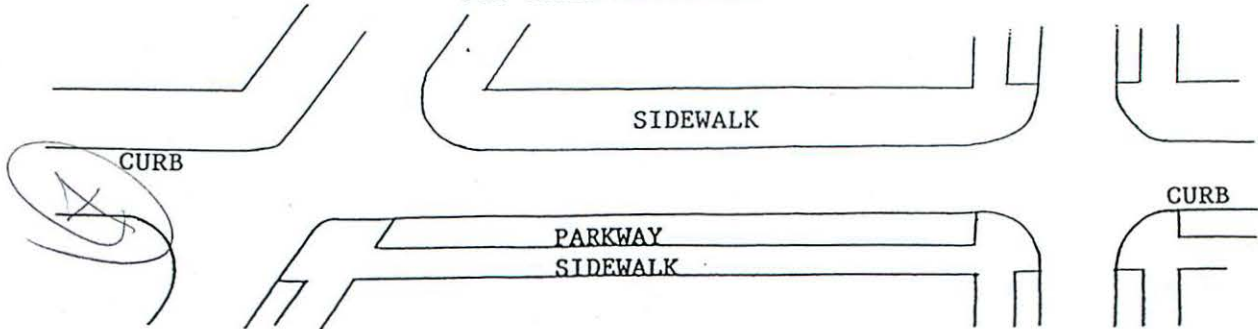
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: \_\_\_\_\_

Ferry We

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

2/11/24

DATE RECEIVED 4-14-14

RECEIVED BY L S Schneider

CLAIM NO. 3-14

APR 14 '14 AM 10:59

CLAIM

Claimant's Name: TERRY WEIMANN  
Claimant's Address: 2210 Meadowland Dr  
#104 Sheboygan, WI  
Claimant's Phone No. 920 917-9151

Auto \$ \_\_\_\_\_  
Property \$ \_\_\_\_\_  
Personal Injury \$ pending  
Other (Specify below) \$ \_\_\_\_\_

TOTAL pending

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

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

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

SIGNED: Terry We

DATE: 4/11/14

ADDRESS: 2210 Meadowland Dr #104  
Sheboygan, WI 53081

Boonville

459-3400 ext

MEAD PUBLIC LIBRARY  
ACCIDENT AND INJURY REPORT

Immediate concern should always be for the comfort and well-being of an injured patron or employee. Phone a police rescue unit (9-911) for a serious injury or give first-aid if necessary before completing the report. Please print all information. Return completed reports to the Business Office.

INJURED PERSON

Name TERRY WEIMANN  
Address 2210 MEADOWLAND DR. APT. 104 city SHER.  
Zip \_\_\_\_\_ Telephone Number 917-9151 Age 69  
Parent or Guardian Name \_\_\_\_\_ Phone \_\_\_\_\_

ACCIDENT INFORMATION

When did the accident occur? Date 2/26/14 Time 9:45 a.m. or p.m. (circle)  
Where EXACTLY in the building did the accident occur? \_\_\_\_\_  
PARKING LOT -

If the accident occurred outside of the building, determine and describe the EXACT location (include such facts as feet from the building, under the overhang, etc.).

Describe what happened FELL ON ICE - ~~NORTH EAST~~ NORTH EAST SIDE

INJURY INFORMATION

Describe in detail the injury HURT KNEE, CUTS ON HAND  
DIZZY

Did the injury require an ambulance or police rescue unit? Yes \_\_\_\_\_ No X

If first-aid was required, who performed the first-aid? BARB HEINRICH

What first-aid was performed? BAND-AIDS

Did the injured require professional medical attention? Yes \_\_\_\_\_ No UNDECIDED

If so, where? \_\_\_\_\_ Name of physician, if known \_\_\_\_\_

How could the injury have been prevented? UNKNOWN

Handwritten text, possibly a list or notes, with some illegible words and numbers.

Handwritten text, possibly a list or notes, with some illegible words and numbers.

Handwritten text, possibly a list or notes, with some illegible words and numbers.



Claim # 3-14

53495

112082 - 33

# HEALTH INSURANCE CLAIM FORM

MEAD PUBLIC LIBRARY  
710 N 8TH ST  
SHEBOYGAN WI 53081-4505

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA <input type="checkbox"/>		PICA <input type="checkbox"/>																									
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> (ID#)				1a. INSURED'S I.D. NUMBER (For Program in Item 1)																							
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M				3. PATIENT'S BIRTH DATE (MM/DD/YY) SEX 08/25/1944 M <input type="checkbox"/> F <input checked="" type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M																					
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10				6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10																					
CITY SHEBOYGAN		STATE WI		8. RESERVED FOR NUCC USE				CITY SHEBOYGAN		STATE WI																	
ZIP CODE 530811410		TELEPHONE (Include Area Code) ( )		9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				ZIP CODE 530811410		TELEPHONE (Include Area Code) ( )																	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State) c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				11. INSURED'S POLICY GROUP OR FECA NUMBER 111																			
a. OTHER INSURED'S POLICY OR GROUP NUMBER				a. INSURED'S DATE OF BIRTH (MM/DD/YY) SEX 08/25/1944 M <input type="checkbox"/> F <input checked="" type="checkbox"/>				b. OTHER CLAIM ID (Designated by NUCC)																			
b. RESERVED FOR NUCC USE				c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY				d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.																			
c. RESERVED FOR NUCC USE				12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 040214				13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE																			
d. INSURANCE PLAN NAME OR PROGRAM NAME				10d. CLAIM CODES (Designated by NUCC)				14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL				15. OTHER DATE QUAL MM DD YY 439 02 26 14															
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL				17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY															
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D				17a. NPI 1992753875				20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				22. RESUBMISSION CODE ORIGINAL REF. NO.															
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)				21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9 A. 8220 B. C. D. E. F. G. H. I. J. K. L.				23. PRIOR AUTHORIZATION NUMBER																			
24. A. DATE(S) OF SERVICE From To MM DD YY MM DD YY		B. PLACE OF SERVICE		C. EMG		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER		E. DIAGNOSIS POINTER		F. \$ CHARGES		G. DAYS OR UNITS		H. EPSDT Family Plan		I. ID. QUAL.		J. RENDERING PROVIDER ID. #									
03 31 14 03 31 14		11				99212		A		142 00 1						NPI 1083729149											
																NPI											
																NPI											
																NPI											
																NPI											
																NPI											
																NPI											
25. FEDERAL TAX I.D. NUMBER 391678306				SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>				26. PATIENT'S ACCOUNT NO. G238538230				27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				28. TOTAL CHARGE \$ 14200				29. AMOUNT PAID \$				30. Rsvd for NUCC Use			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) DOUGLAS A FEHRMAN				32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129				33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129				a. 1427271378				b.											
SIGNED 040214				DATE				a. NPI				b.															

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE

CR061653

APPROVED OMB-0938-1197 FORM 1500 (02-12)



CARRIER  
PATIENT AND INSURED INFORMATION  
PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

**NOTICE:** Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

#### REFERS TO GOVERNMENT PROGRAMS ONLY

**MEDICARE AND TRICARE PAYMENTS:** A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

#### BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

#### SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

**NOTICE:** Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

#### NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1086, 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613, E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

**FOR MEDICARE CLAIMS:** See the notice modifying system No. 09-70-0501, titled, "Carrier Medicare Claims Record," published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

**FOR OWCP CLAIMS:** Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

**FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S):** To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

**ROUTINE USE(S):** Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

**DISCLOSURES:** Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

#### MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

**SIGNATURE OF PHYSICIAN (OR SUPPLIER):** I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

**NOTICE:** This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

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# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495

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SHEBOYGAN WI 53081-4505

112082 - 37

PICA <input type="checkbox"/>										PICA <input type="checkbox"/>																																												
1. MEDICARE <input type="checkbox"/> (Medicare#)					MEDICAID <input type="checkbox"/> (Medicaid#)					TRICARE <input type="checkbox"/> (ID#/DoD#)					CHAMPVA <input type="checkbox"/> (Member ID#)					GROUP HEALTH PLAN <input type="checkbox"/> (ID#)					FECA BLK LUNG <input type="checkbox"/> (ID#)					OTHER <input checked="" type="checkbox"/> (ID#)					1a. INSURED'S I.D. NUMBER (For Program in Item 1)																			
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M															3. PATIENT'S BIRTH DATE MM DD YY 08 25 1944					SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>					4. INSURED'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M																													
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10															6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>										7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10																													
CITY SHEBOYGAN					STATE WI					8. RESERVED FOR NUCC USE										CITY SHEBOYGAN					STATE WI																													
ZIP CODE 530811410					TELEPHONE (Include Area Code) ( )					9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										ZIP CODE 530811410					TELEPHONE (Include Area Code) ( )																													
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)															10. IS PATIENT'S CONDITION RELATED TO:										11. INSURED'S POLICY GROUP OR FECA NUMBER 111																													
a. OTHER INSURED'S POLICY OR GROUP NUMBER					b. RESERVED FOR NUCC USE					c. RESERVED FOR NUCC USE					d. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY					10a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					10b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					10c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					10d. CLAIM CODES (Designated by NUCC)					11a. INSURED'S DATE OF BIRTH MM DD YY 08 25 1944										SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>				
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 050314															13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE																																							
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.					15. OTHER DATE QUAL. 439 MM DD YY 02 26 14					16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY																																												
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D															17a. NPI					17b. NPI 1992753875					18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY																													
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)															20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9 A. 8220 B. C. D. E. F. G. H. I. J. K. L.																													
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY					B. PLACE OF SERVICE					C. EMG					D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER					E. DIAGNOSIS POINTER					F. \$ CHARGES					G. DAYS OR UNITS					H. EPSTD Family Plan					I. ID. QUAL.					J. RENDERING PROVIDER ID. #									
05 01 14 05 01 14					11					97140					A					78 00 1										NPI					1083729149																			
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25. FEDERAL TAX I.D. NUMBER 391678306										SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>					26. PATIENT'S ACCOUNT NO. G246088240					27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					28. TOTAL CHARGE \$ 14200					29. AMOUNT PAID \$					30. Rsvd for NUCC Use																			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made in good faith.) DOUGLAS A FEHRMAN															32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129										33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129																													
SIGNED 050314 DATE															a. NPI					b.					a. 1427271378					b.																								



CARRIER  
PATIENT AND INSURED INFORMATION  
PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

**NOTICE:** Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

#### REFERS TO GOVERNMENT PROGRAMS ONLY

**MEDICARE AND TRICARE PAYMENTS:** A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

#### BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

#### SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 553b). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

**NOTICE:** Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

#### NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

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It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

#### MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

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HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

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Class 3-14

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/HEALTH PLAN/FECA/OTHER; 2. PATIENT'S NAME; 3. PATIENT'S BIRTH DATE; 4. INSURED'S NAME; 5. PATIENT'S ADDRESS; 6. PATIENT RELATIONSHIP TO INSURED; 7. INSURED'S ADDRESS; 8. PATIENT STATUS; 9. OTHER INSURED'S NAME; 10. IS PATIENT'S CONDITION RELATED TO; 11. INSURED'S POLICY GROUP OR FECA NUMBER; 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE; 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE; 14. DATE OF CURRENT ILLNESS; 15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS; 16. DATES PATIENT UNABLE TO WORK; 17. NAME OF REFERRING PROVIDER; 18. HOSPITALIZATION DATES; 19. RESERVED FOR LOCAL USE; 20. OUTSIDE LAB?; 21. DIAGNOSIS OR NATURE OF ILLNESS; 22. MEDICAID RESUBMISSION; 23. PRIOR AUTHORIZATION NUMBER; 24. A. DATE(S) OF SERVICE; 25. FEDERAL TAX I.D. NUMBER; 26. PATIENT'S ACCOUNT NO.; 27. ACCEPT ASSIGNMENT?; 28. TOTAL CHARGE; 29. AMOUNT PAID; 30. BALANCE DUE; 31. SIGNATURE OF PHYSICIAN OR SUPPLIER; 32. SERVICE FACILITY LOCATION INFORMATION; 33. BILLING PROVIDER INFO & PH #.



CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

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#### BLACK LUNG AND FECA CLAIMS

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#### SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, CHAMPUS, FECA AND BLACK LUNG)

I certify that the services shown on this form were medically indicated and necessary for the health of the patient and were personally furnished by me or were furnished incident to my professional service by my employee under my immediate personal supervision, except as otherwise expressly permitted by Medicare or CHAMPUS regulations.

For services to be considered as "incident" to a physician's professional service, 1) they must be rendered under the physician's immediate personal supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician's service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of nonphysicians must be included on the physician's bills.

For CHAMPUS claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

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Claim 3-14

53495

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# HEALTH INSURANCE CLAIM FORM

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APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

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PICA <input type="checkbox"/>		PICA <input type="checkbox"/>	
1. MEDICARE <input type="checkbox"/> (Medicare#)		MEDIACAID <input type="checkbox"/> (Medicaid#)	
TRICARE <input type="checkbox"/> (ID#/DoD#)		CHAMPVA <input type="checkbox"/> (Member ID#)	
GROUP HEALTH PLAN <input type="checkbox"/> (ID#)		FECA BLK LUNG <input checked="" type="checkbox"/> (ID#)	
OTHER <input type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M		3. PATIENT'S BIRTH DATE <sup>MM</sup> 08 <sup>DD</sup> 25 <sup>YY</sup> 1944 SEX <input type="checkbox"/> M <input checked="" type="checkbox"/> F	
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10	
CITY SHEBOYGAN STATE WI		CITY SHEBOYGAN STATE WI	
ZIP CODE 530811410		TELEPHONE (Include Area Code) ( )	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
11. INSURED'S POLICY GROUP OR FECA NUMBER 111		a. INSURED'S DATE OF BIRTH <sup>MM</sup> 08 <sup>DD</sup> 25 <sup>YY</sup> 1944 SEX <input type="checkbox"/> M <input checked="" type="checkbox"/> F	
b. RESERVED FOR NUCC USE		b. OTHER CLAIM ID (Designated by NUCC)	
c. RESERVED FOR NUCC USE		c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY	
d. INSURANCE PLAN NAME OR PROGRAM NAME		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.	
<b>READ BACK OF FORM BEFORE COMPLETING &amp; SIGNING THIS FORM.</b>			
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.  SIGNED SIGNATURE ON FILE DATE 040314		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.  SIGNED SIGNATURE ON FILE	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.		15. OTHER DATE QUAL. 439 <sup>MM</sup> 02 <sup>DD</sup> 26 <sup>YY</sup> 14	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9 A. 8220 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO.	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL. J. RENDERING PROVIDER ID. #		23. PRIOR AUTHORIZATION NUMBER	
1 04 01 14 04 01 14 11 97001 A 241 00 1 NPI 1992753875		2 04 01 14 04 01 14 11 97110 A 99 00 1 NPI 1992753875	
3		4	
5		6	
25. FEDERAL TAX I.D. NUMBER 391678306 SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. G238818900	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 34000	
29. AMOUNT PAID \$		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are true and correct thereof.) CHRIS D JOHNSON		32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129	
33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129		a. 1427271378 b.	
SIGNED 040314 DATE		a. NPI b.	



PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

CARRIER

**BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.**

**NOTICE:** Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

#### **REFERS TO GOVERNMENT PROGRAMS ONLY**

**MEDICARE AND TRICARE PAYMENTS:** A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

#### **BLACK LUNG AND FECA CLAIMS**

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

#### **SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)**

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

**NOTICE:** Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

#### **NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)**

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

**FOR MEDICARE CLAIMS:** See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

**FOR OWCP CLAIMS:** Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

**FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S):** To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

**ROUTINE USE(S):** Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

**DISCLOSURES:** Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

#### **MEDICAID PAYMENTS (PROVIDER CERTIFICATION)**

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

**SIGNATURE OF PHYSICIAN (OR SUPPLIER):** I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

**NOTICE:** This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495

112082 - 60

MEAD PUBLIC LIBRARY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APR 25 '14 PM 5:03

Claim # 3-14

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/... 2. PATIENT'S NAME: WEIMANN, TERRY M 3. PATIENT'S BIRTH DATE: 08 25 1944 4. INSURED'S NAME: WEIMANN, TERRY M 5. PATIENT'S ADDRESS: 2210 MEADOWLAND DR APT 10 6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ] 7. INSURED'S ADDRESS: 2210 MEADOWLAND DR APT 10 8. RESERVED FOR NUCC USE 9. OTHER INSURED'S NAME 10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? b. AUTO ACCIDENT? c. OTHER ACCIDENT? 11. INSURED'S POLICY GROUP OR FECA NUMBER: 111 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE 14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) 15. OTHER DATE 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION 17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES 19. ADDITIONAL CLAIM INFORMATION 20. OUTSIDE LAB? 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY 22. RESUBMISSION CODE 23. PRIOR AUTHORIZATION NUMBER 24. TABLE with columns: A. DATE(S) OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPSDT Family Plan, I. ID. QUAL, J. RENDERING PROVIDER ID. # 25. FEDERAL TAX I.D. NUMBER 26. PATIENT'S ACCOUNT NO. 27. ACCEPT ASSIGNMENT? 28. TOTAL CHARGE 29. AMOUNT PAID 30. Rsvd for NUCC Use 31. SIGNATURE OF PHYSICIAN OR SUPPLIER 32. SERVICE FACILITY LOCATION INFORMATION 33. BILLING PROVIDER INFO & PH #

CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION



BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

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#### BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

#### SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

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No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

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The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

**FOR MEDICARE CLAIMS:** See the notice modifying system No. 09-70-0501, titled, "Carrier Medicare Claims Record," published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

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It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3601-3612 provide penalties for withholding this information.

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#### MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

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**SIGNATURE OF PHYSICIAN (OR SUPPLIER):** I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

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# HEALTH INSURANCE CLAIM FORM

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APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA <input type="checkbox"/>		PICA <input type="checkbox"/>	
1. MEDICARE <input type="checkbox"/> (Medicare#)		MEDICAID <input type="checkbox"/> (Medicaid#)	
TRICARE <input type="checkbox"/> (ID#/DoD#)		CHAMPVA <input type="checkbox"/> (Member ID#)	
GROUP HEALTH PLAN <input type="checkbox"/> (ID#)		FECA BLK LUNG <input type="checkbox"/> (ID#)	
OTHER <input checked="" type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M		3. PATIENT'S BIRTH DATE 08 25 1944	
SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M	
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		8. RESERVED FOR NUCC USE	
CITY SHEBOYGAN		CITY SHEBOYGAN	
STATE WI		STATE WI	
ZIP CODE 530811410		ZIP CODE 530811410	
TELEPHONE (Include Area Code) ( )		TELEPHONE (Include Area Code) ( )	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
		11. INSURED'S POLICY GROUP OR FECA NUMBER 111	
		a. INSURED'S DATE OF BIRTH 08 25 1944	
		SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
		b. OTHER CLAIM ID (Designated by NUCC)	
		c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY	
		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If yes, complete items 9, 9a, and 9d.</i>	

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 041814

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. 439 02 20 14
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D	17a. <input type="checkbox"/>
	17b. NPI 1992753875
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY
20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	\$ CHARGES
22. RESUBMISSION CODE	ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER	

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9			
A. 8220	B. _____	C. _____	D. _____
E. _____	F. _____	G. _____	H. _____
I. _____	J. _____	K. _____	L. _____

24. A. DATE(S) OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSTD Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
04 14 14 04 14 14	11		97140	A	78 00	1		NPI	1992753875
04 14 14 04 14 14	11		97035	A	64 00	1		NPI	1992753875
								NPI	
								NPI	
								NPI	
								NPI	

25. FEDERAL TAX I.D. NUMBER 391678306	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT'S ACCOUNT NO. G242462560	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ 14200	29. AMOUNT PAID \$	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) CHRIS D JOHNSON		32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129		33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129		
SIGNED 041814 DATE		a. NPI	b.	a. 1427271378	b.	



CARRIER  
PATIENT AND INSURED INFORMATION  
PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

**NOTICE:** Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

#### REFERS TO GOVERNMENT PROGRAMS ONLY

**MEDICARE AND TRICARE PAYMENTS:** A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

#### BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

#### SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section. For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

**NOTICE:** Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

#### NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101; 41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

**FOR MEDICARE CLAIMS:** See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

**FOR OWCP CLAIMS:** Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

**FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S):** To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

**ROUTINE USE(S):** Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

**DISCLOSURES:** Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

#### MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

**SIGNATURE OF PHYSICIAN (OR SUPPLIER):** I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

**NOTICE:** This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.



# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495

MEAD PUBLIC LIBRARY  
710 N 8TH ST  
SHEBOYGAN WI 53081-4505

APR 25 '14 11:50:03

PICA <input type="checkbox"/>		PICA <input type="checkbox"/>	
1. MEDICARE <input type="checkbox"/> (Medicare#)		MEDICAID <input type="checkbox"/> (Medicaid#)	
TRICARE <input type="checkbox"/> (ID#/DoD#)		CHAMPVA <input type="checkbox"/> (Member ID#)	
GROUP HEALTH PLAN <input type="checkbox"/> (ID#)		FECA BLK LUNG <input type="checkbox"/> (ID#)	
OTHER <input checked="" type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M		3. PATIENT'S BIRTH DATE MM DD YY 08 25 1944	
SEX F <input checked="" type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial) WEIMANN, TERRY M	
5. PATIENT'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
7. INSURED'S ADDRESS (No., Street) 2210 MEADOWLAND DR APT 10		8. RESERVED FOR NUCC USE	
CITY SHEBOYGAN STATE WI		CITY SHEBOYGAN STATE WI	
ZIP CODE 530811410 TELEPHONE (Include Area Code) ( )		ZIP CODE 530811410 TELEPHONE (Include Area Code) ( )	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
11. INSURED'S POLICY GROUP OR FECA NUMBER 111		11. INSURED'S DATE OF BIRTH MM DD YY 08 25 1944	
a. INSURED'S DATE OF BIRTH		SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
b. RESERVED FOR NUCC USE		b. OTHER CLAIM ID (Designated by NUCC)	
c. RESERVED FOR NUCC USE		c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRARY	
d. INSURANCE PLAN NAME OR PROGRAM NAME		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If yes, complete items 9, 9a, and 9d.</i>	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE 041914			
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE			
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE QUAL MM DD YY 439 02 26 14	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D		17a. NPI 1992753875	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) A. 8220 B. C. D. E. F. G. H. I. J. K. L.		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		22. RESUBMISSION CODE ORIGINAL REF. NO.	
B. PLACE OF SERVICE		23. PRIOR AUTHORIZATION NUMBER	
C. EMG		F. \$ CHARGES	
D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER		G. DAYS OR UNITS	
E. DIAGNOSIS POINTER		H. EFSOT Family Plan	
1 04 17 14 04 17 14 11 97140 GP A 78 00 1 NPI 1992753875		I. ID. QUAL.	
2 04 17 14 04 17 14 11 97035 GP A 64 00 1 NPI 1992753875		J. RENDERING PROVIDER ID. #	
3 NPI			
4 NPI			
5 NPI			
6 NPI			
25. FEDERAL TAX I.D. NUMBER 391678306 SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. G242690280	
27. ACCEPT ASSIGNMENT? (For gov. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 14200	
29. AMOUNT PAID \$		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) CHRIS D JOHNSON		32. SERVICE FACILITY LOCATION INFORMATION AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129	
33. BILLING PROVIDER INFO & PH # (800) 3262250 AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129		a. 1427271378 b.	
SIGNED 041914 DATE			



CARRIER  
PATIENT AND INSURED INFORMATION  
PHYSICIAN OR SUPPLIER INFORMATION

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II

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

Submitting a communication from Dwayne David requesting a waiver to the Sex Offender Residency restrictions in order to live at 2320 N. 15<sup>th</sup> St.

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

Date 4-16-14

APR 16 '14 PM 4:01

My name is Dwayne Davis.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 2320 N 15<sup>th</sup> St.

Sheboygan WI.

Signature Dwayne Davis

Phone No 920-698-7788

II

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

Submitting a communication from the State of Wisconsin Department of Corrections, on behalf of Ms. Ronetta Tyson and Offender Robert Palmer, requesting a waiver from the Sex Offender Residency restrictions in order to live with Ms. Tyson at 1531 N. 8<sup>th</sup> St.

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

Scott Walker  
Governor

Edward Wall  
Secretary



APR 22 '14 AM 10:47

3422 Wilgus Avenue  
Sheboygan, WI 53081  
Phone (920) 459-3097  
Fax (920) 459-4386

**State of Wisconsin**  
**Department of Corrections**

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April 18, 2014

To whom it may concern:

The Department of Corrections, on behalf of Ms. Ronetta Tyson and Offender Robert Palmer (DOC # 399117...DOB: 1/24/1984), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Palmer is slated to be released from prison on 5/27/14. Upon his release, he would like to reside with Ms. Ronetta Tyson at 1531 North 8<sup>th</sup> Street.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Roehl".

Mike Roehl  
Probation & Parole Agent #71214  
3422 Wilgus Ave. Sheboygan, WI 53081  
920.459.3484

II

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

Submitting a communication from Dwayne Davis requesting a waiver from the Sex Offender Residency restrictions in order to live at 926 St. Clair Ave.

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

APR 30 '14 PM 3:57

Date 4-29-14

My name is Dwayne Davis

I am requesting a waiver to the Sexual Residency Requirements so I may live at 926 St. Clair

Sheboygan WI 53081

Signature Dwayne Davis

Phone No 920-698-7788

II

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

Submitting a communication from Alexander Reynoso requesting a waiver from the Sex Offender Residency restrictions in order to live at 1444 S. 24<sup>th</sup> St., Apt. 4.

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

APR 22 '14 AM 10:26

Date 4/10/14

My name is Alexander Reynoso

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1444 S 24 Ave 4

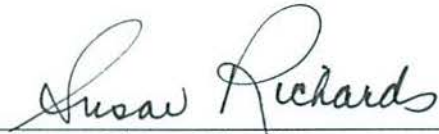
Signature [Signature]

Phone No (920) 207-6504

II

R. O. No.           - 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.



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City Clerk

## **Richards, Susan**

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**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

II

R. O. No.       - 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 Clerk

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](mailto: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

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

Submitting a Notice of Circumstances Giving Rise To Claim and Claim Pursuant to Wis. Stat. 893.80 regarding Kristi Potochnik and her alleged injuries when she stepped on a curb drain with a missing bar.

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

Claim # 5-14  
Rec'd - LS Schradley  
APR 25 '14 AM 9:02

**NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM  
AND CLAIM PURSUANT TO WIS. STAT. § 893.80**

BY PERSONAL SERVICE

TO: John Dolson, Clerk  
City of Sheboygan City Hall  
828 Center Ave., Suite 100  
Sheboygan, WI 53081

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

CLAIMANT: Kristi Potochnik  
2111 N. 10<sup>th</sup> St.  
Sheboygan, WI 53081

SLH Services

Server seph [signature]  
Date 4-25-14 Time 8:45 AM

PLEASE TAKE NOTICE that the claimant, KRISTI POTOCHNIK, by her attorneys, Dubin & Balistreri, Ltd. by Carl L. Dubin, states that the following circumstances give rise to a claim:

1. That on March 3, 2014, the claimant, KRISTI POTOCHNIK, was walking on a public sidewalk near the Q Mart located at 1006 Geele Avenue, Sheboygan, Wisconsin. The claimant stepped off the curb, at North 10th Street at Geele Avenue, to proceed across the street, onto a snow-covered curb drain, which was missing a bar. See attached photographs. Her right foot and leg went through the drain. The claimant sustained multiple personal injuries.
2. That as a direct result of the negligence of the City of Sheboygan to maintain the curb drain near the intersection of North 10<sup>th</sup> Street and Geele Avenue, Sheboygan, Wisconsin, the claimant sustained multiple personal injuries and damages.

WHEREFORE, claimant, whose name and address are stated above, claims relief against the City of Sheboygan for a total claim, to include but not limited to permanent injuries, pain and suffering, medical expenses and related expenses.

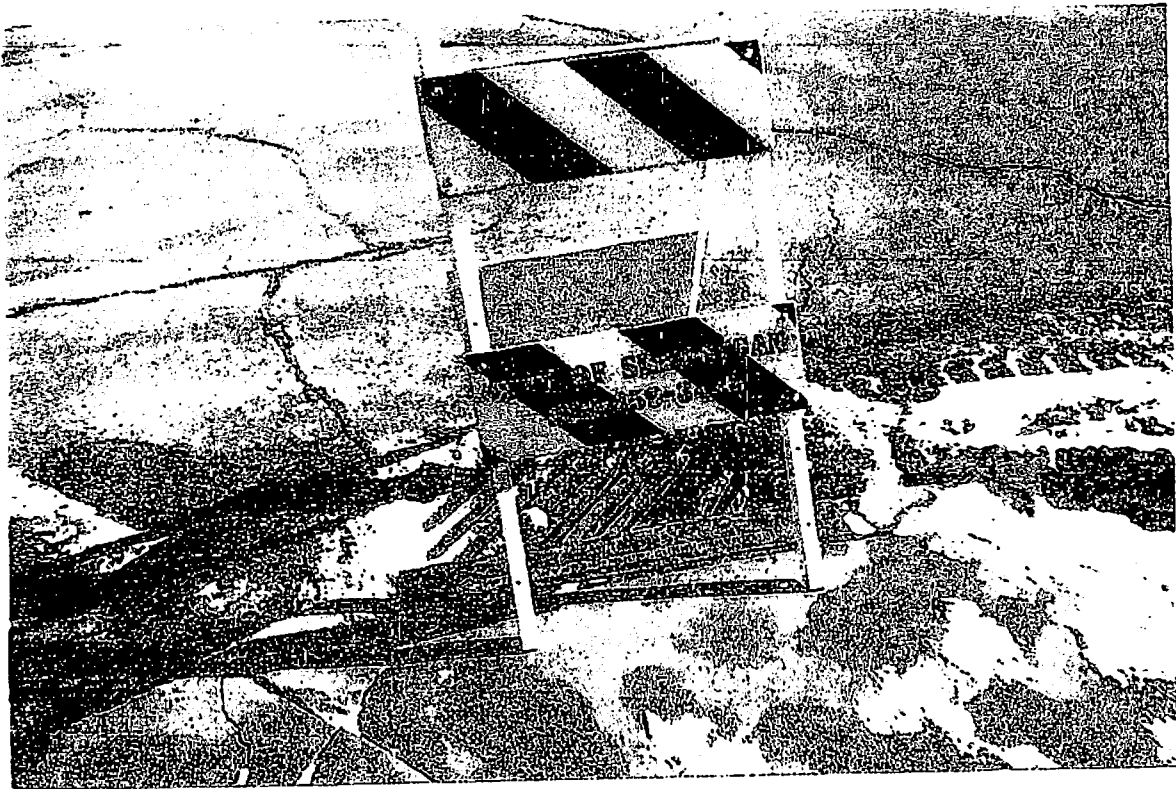
Dated this 15<sup>th</sup> day of April, 2014.

DUBIN & BALISTRERI, LTD.  
Attorney for Claimant

By: \_\_\_\_\_

Carl L. Dubin  
State Bar No. 1009717

DUBIN & BALISTRERI, LTD.  
1551 North Prospect Avenue  
Milwaukee, WI 53202-2367  
Tel: (414) 277-0600  
Fax: (414) 277-5097





III

R. O. No.        - 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.

  
\_\_\_\_\_  
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 25<sup>th</sup>, 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 4<sup>th</sup> 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 1<sup>st</sup> 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

II

R. O. No.       - 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.

*Susan Richards*

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City Clerk

**Richards, Susan**

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**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](mailto: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

III

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

Submitting a communication from Daniel Ludwigson requesting a waiver from the Sex Offender Residency restrictions in order to live at 918A Michigan Ave.

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

APR 25 '14 AM 10:46

Date 4-24-14

My name is Daniel Ludwigson

I am requesting a waiver to the Sexual Residency  
Requirements so I may live at 918A

Michigan Ave

Signature Daniel Ludwigson

Phone No 910-912-1913

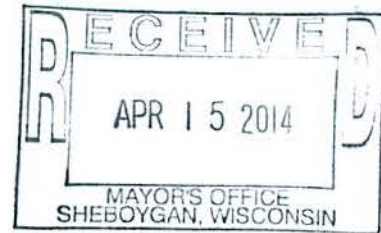
II

R. O. No.       - 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. 14<sup>th</sup> St. due to traffic congestion.

  
\_\_\_\_\_  
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 14<sup>th</sup> 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 14<sup>th</sup> 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

II

R. O. No.           - 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 4<sup>th</sup> of July events.

*Susan Richards*

---

City Clerk

## Richards, Susan

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**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 4<sup>th</sup> of July and Twilight. There was an error on the original request. The parade will go north on N. 8<sup>th</sup> St. from Center Ave., just as last year. It will NOT revert back to 7<sup>th</sup> 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. 8<sup>th</sup> 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 4<sup>th</sup> of July events.

Thank you.

Amy L. Wilson, MBA  
Planning & Tourism Director  
Sheboygan County Chamber  
621 S. 8<sup>th</sup> 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 4<sup>th</sup> 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.

### 4<sup>th</sup> of July

As the coordinator of Sheboygan's 4<sup>th</sup> 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: ~~7<sup>th</sup> St.~~, N. 8<sup>th</sup> 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. 7<sup>th</sup> 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 4<sup>th</sup> of July activities. Tourism will add the South Pier activities to the 4<sup>th</sup> 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. O. No.       - 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

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

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.

Respectfully submitted,

Bernard R. Rammer

III

R. O. No.           - 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 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,

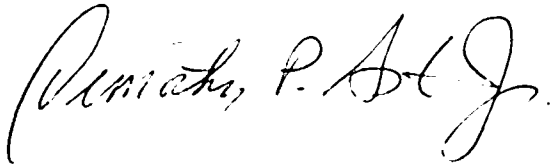
Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications 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 5<sup>th</sup> 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 22<sup>nd</sup> 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. 22<sup>nd</sup> Street. Then continue East 9 feet to a proposed ExteNet meter pedestal located 12 feet East of West ROW of South 22<sup>nd</sup> 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 5<sup>th</sup> 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.", written in a cursive style.

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](mailto: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. 40<sup>th</sup> Street  
City: Sheboygan  
State: Wisconsin  
Zip: 53083  
Primary Contact : Lili Giertz  
Primary Contact Title: Civil Engineer  
Email: [lgierzt@gabes.com](mailto: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,

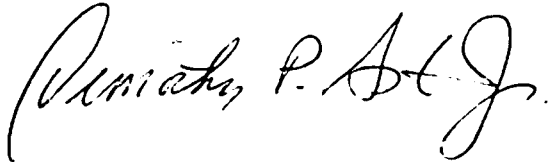
Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications 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 5<sup>th</sup> 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 5<sup>th</sup> 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, reading "Timothy P. Asta Jr." in a cursive style.

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](mailto: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. 40<sup>th</sup> Street  
City: Sheboygan  
State: Wisconsin  
Zip: 53083  
Primary Contact : David Soeldner  
Primary Contact Title: Telecom Engineering Manager  
Email: [dsoeldner@gabes.com](mailto: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,

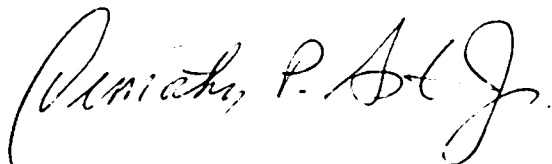
Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications 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 5<sup>th</sup> 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 5<sup>th</sup> 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

## 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](mailto: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. 40<sup>th</sup> Street  
City: Sheboygan  
State: Wisconsin  
Zip: 53083  
Primary Contact : Lili Giertz  
Primary Contact Title: Civil Engineer  
Email: [lgierzt@gabes.com](mailto: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.

III

3.20

R. O. No.       - 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. 14<sup>th</sup> St.  
1126 N. 14<sup>th</sup> St.  
1124 N. 14<sup>th</sup> St.  
1120 N. 14<sup>th</sup> St.  
1420 Erie Ave.

from Class NR Neighborhood Residential-6 to Class UC Urban Commercial Classification.

  
\_\_\_\_\_  
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.

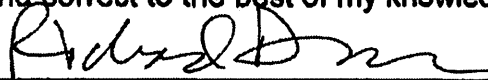
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Please see attached

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#### 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**

<b>Owners of Site</b>	<b>Phone #</b>	<b>Addresses of Properties</b>	<b>Parcel Nos.</b>
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.

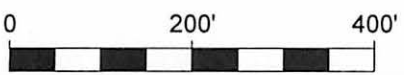
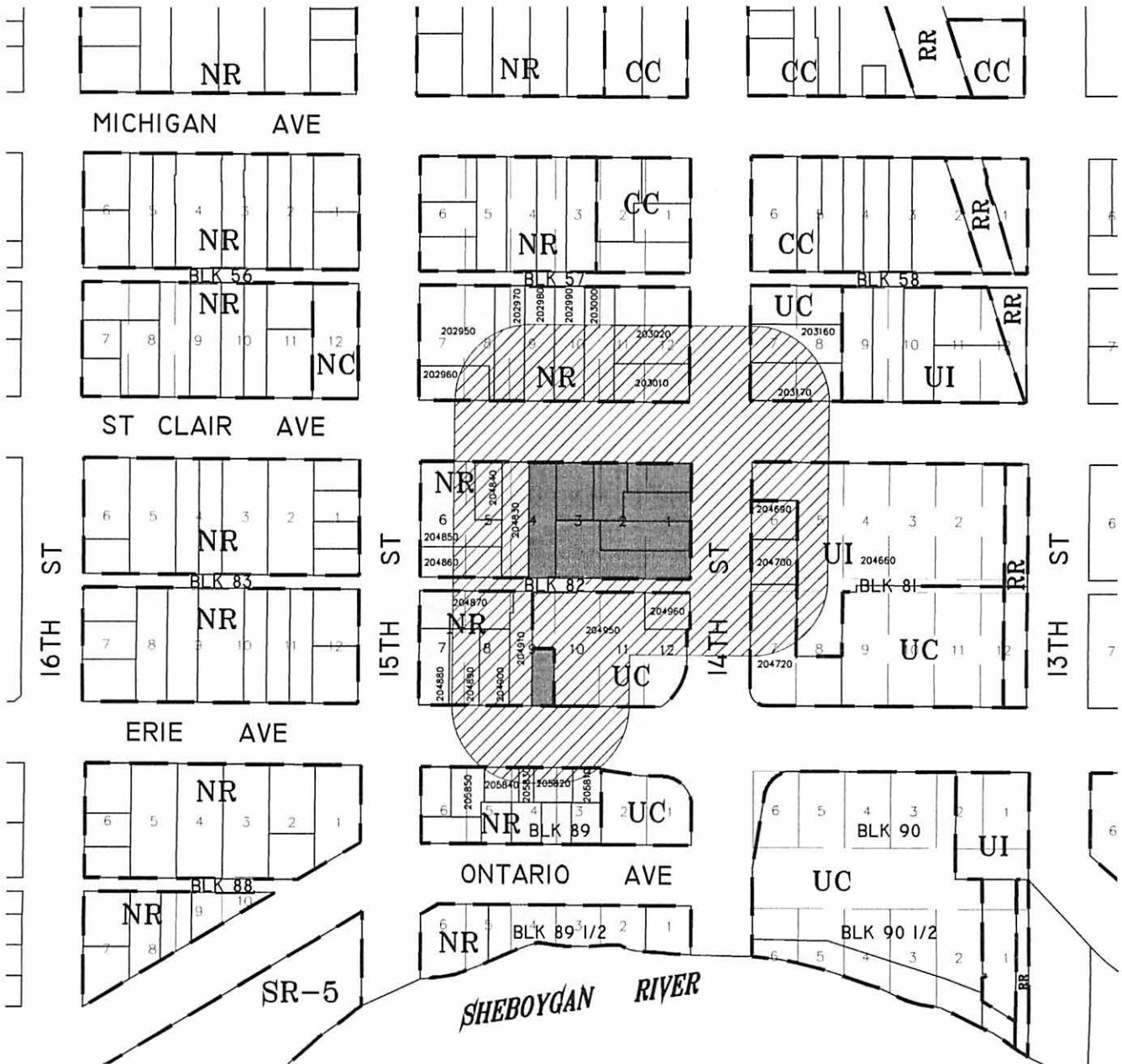
<b>Pid</b>	<b>Situs Full</b>	<b>Situs City</b>	<b>Names Both</b>	<b>Owners Full Street</b>	<b>Owners City</b>
<u>59281202950</u>		CITY OF SHEBOYGAN	KENNEDY, JAMES F DEBRA G	318 SUPERIOR AVE	SHEBOYGAN
<u>59281204840</u>		CITY OF SHEBOYGAN	S WI DIST LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
<u>59281204860</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:** o/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.

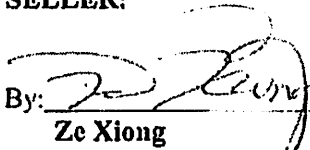
D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) 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.

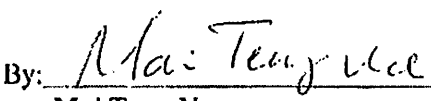
F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), 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. 25<sup>th</sup> Street  
Sheboygan, WI 53083-2771


Phone: (920) 917-2457

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. 14<sup>th</sup> 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.

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

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](mailto: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. 14<sup>th</sup> 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.

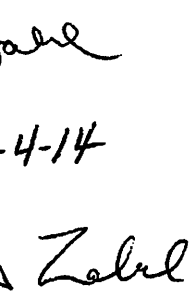
F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), 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. 40<sup>th</sup> Street  
Sheboygan, WI 53083

Phone: (920) 912-2150

E-mail [lisadarr@hillcrestbuilders.com](mailto: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. 14<sup>th</sup> 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. 14<sup>th</sup> 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.

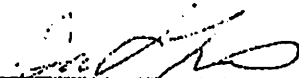
D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) 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. 6<sup>th</sup> Street  
Winneconne, WI 54986-9325

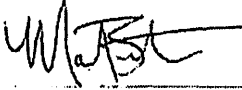
Phone: (920) 582-4737

E-mail [dariusleavens@gmail.com](mailto: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.

APR 15  
20 11/2  
P.A.C.

- (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. 14<sup>th</sup> Street  
Sheboygan, WI 53081-4330

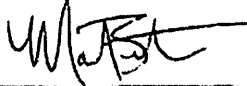
Phone: (920) 917-4276 or (917) 254-2243

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**

**III**

Res. No. \_\_\_\_\_ - 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 8<sup>th</sup> 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

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

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

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

III

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

A RESOLUTION authorizing entering into a contract for sale of land for private development with Smet Investments, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Contract for Sale of Land for Private Development by and between the City and Smet Investments, LLC, for the property set forth below, in form substantially similar to the attached.

All of Lots 1, 2, 10, 11, 12 and part of the vacated east/west alley adjacent to said lots, in Block 204, Original Plat of the City of Sheboygan, located in the SW 1/4 of Section 23, T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing from a 1 inch diameter iron pipe marking the southeast corner of Lot 12 of said Block 204 and being the point of beginning of this description, thence N.89°35'04"W. along the south line of said Block 204 also being the north line of New Jersey Avenue 180.00 feet to the southwest corner of Lot 10 Block 204, thence N.0°09'39"E. along the west line of said Lot 10 165.36 feet to the centerline of the vacated east/west Alley in said Block 204, thence N.89°43'10"E. along the centerline of said Alley 60.00 feet to the intersection with the west line of Lot 2 Block 204 extended, thence N.0°09'39"E. along the west line of said Lot 2 and its extension

161.01 feet to the northwest corner of said Lot 2 also being the south line of Virginia Avenue, thence S.89°36'33"E. along the north line of Lots 1 and 2 Block 204 120.00 feet to the northeast corner of said Lot 1, thence S.0°09'39"W. along the east line of Block 204 also being the west line of S. 8th Street 327.16 feet to the point of beginning.

Said tract contains 49,203 sq. ft. (1.13 acres).

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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

**CONTRACT FOR  
SALE OF LAND FOR PRIVATE DEVELOPMENT  
BY AND BETWEEN  
CITY OF SHEBOYGAN, WISCONSIN  
AND  
SMET INVESTMENTS, LLC**

**AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Smet Investments, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 300 N. Broadway, Suite 2B, Green Bay, Wisconsin 54303;

**RECITALS**

**WHEREAS**, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by clearing the site and constructing, as determined by Developer, either a mixed use building comprised of retail/commercial space and market rate residential apartments or a building comprised of solely market rate residential apartments, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, all at an estimated cost of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) dollars (hereinafter called "the Project"), in accordance with this Agreement; and

**WHEREAS**, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents.

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I.**  
**SALE: PURCHASE PRICE**

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Ten and 00/100 Dollars (\$10.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Developer.

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	August 2014
Issuance of Building Permits	September 2014
Start Construction	October 2014
Substantial Completion	October 2015

It is anticipated that the Property will be sold and conveyed as follows:

Sell and Convey Property	July 2014
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**ARTICLE II.**  
**CONVEYANCE OF PROPERTY**

**SEC. 201. Form of Deed.** The City shall convey to the Developer title to the Property described in Exhibit "A" by warranty deed (the "Deed"). Such conveyance and title shall be in addition to the condition subsequent provided for in Section 1104 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, subject to:

- (a) Rights or claims of parties in possession not shown by the public records;
- (b) Easements or claims of easements, not shown by the public records;
- (c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises;

- (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- (e) And such other liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 205(c) below; provided, however, that Developer has consented to and approved of such liens, encumbrances, covenants or restrictions as permitted encumbrances (the items referenced in Subsections (a)-(d) above and this Subsection (e) are referred to herein collectively as "Permitted Liens").

Furthermore, both the City and Developer recognize and acknowledge that there may be easements, encumbrances or reservations with respect to the Property which will be continued, or newly created or reserved in the conveyance of the Property from the City to the Developer. The City shall use its best efforts to minimize the impact upon Developer's Project of any such easement(s) or encumbrance(s), and Developer's obligation to purchase the Property shall be conditioned upon Developer satisfying itself of the feasibility and suitability of the Property, subject to such easements or encumbrances, prior to the date of closing of the purchase of the Property from the City.

**SEC. 202. Time and Place for Delivery of Deed.**

- (a) The closing of the transaction and conveyance referred to herein shall occur on July 31, 2014, or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the purchase price to the City at such time and place.

**SEC. 203. Apportionment of Current Taxes.** Real estate taxes on the Property shall be prorated at closing, based upon date of closing values. Special assessments, if any, levied or for work actually commenced prior to the date of this Agreement shall be paid by the City no later than closing. All other special assessments shall be paid by Developer.

**SEC. 204. Recordation of Deed.** The Developer shall promptly file the Deed for recordation among the land records of

Sheboygan County. The Developer shall pay all costs for so recording the Deed.

**SEC. 205. Conditions Precedent to Developer's Obligations.**

The Developer's obligation to conclude the transaction contemplated herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions on or prior to the date of closing:

- (a) **Property Acquisition.** Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.
  
- (b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.
  
- (c) **Environmental.**
  - (1) The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to conclude this transaction is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the date of closing, that such information does not disclose the existence of any recognized environmental conditions or any other environmental issues,

hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object.

- (2) Developer obtaining, at Developer's expense, a current Phase I environmental audit of the Property by an environmental engineer satisfactory to Developer, which audit shall indicate that no hazardous condition, material or substance, recognized environmental conditions or any other material condition exists on, in or with respect to the Property, or any real estate adjacent to the Property. If such Phase I environmental report indicates that a Phase II investigation is necessary to ascertain or confirm whether a hazardous material, condition, substance or recognized environmental condition exists on, in or with respect to the Property, Developer may, at Developer's expense, perform such Phase II investigation, and the time to satisfy this condition, and the closing of this transaction, shall be extended an additional ninety (90) days from the date Developer received the Phase I environmental report.

For purposes of this Subsection (b), a hazardous material, condition or substance, recognized environmental condition or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to

the Property, Developer may, at Developer's sole discretion, (i) terminate this Agreement by providing written notice thereof to the City, or (ii) accept the Property "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.

- (d) **Title.** The City delivering to Developer, within fifteen (15) days after Developer's request therefor, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Policy") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Policy shall be paid by the City).

Within twenty (20) days after Developer's receipt of such title commitment, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the title commitment; in the absence of such notification, such exceptions shall be deemed accepted by Developer. The Title Policy shall contain such endorsements required by Developer, which endorsements shall be obtained at the Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the title commitment will be paid or satisfied by the City or insured over by the Title Company on or prior to the date of closing.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or disapproved matter, Developer may, within ten (10)

days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure: (i) terminate this Agreement by providing written notice thereof to the City; or (ii) Developer may take title "as-is".

- (e) **Survey.** Developer's receipt, within twenty (20) days after execution of this Agreement, at the Developer's expense, of a current survey of the Property, staked, and made by a surveyor licensed in the State of Wisconsin and approved by Developer, showing such detail and criteria as determined by Developer, in Developer's sole discretion.

If such survey shows the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer, within Developer's sole discretion, Developer may (i) terminate this Agreement by providing written notice thereof to the City; or (ii) accept the Property "as-is" despite the existence of such condition.

- (f) **Governmental Permits, Licenses and Approvals.** Developer obtaining prior to date of closing, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or agency, for the Project and related Improvements, as determined by Developer, within Developer's sole discretion. The City agrees to cooperate with Developer in the application for any such permits, licenses and approvals.
- (g) **Utility Connections.** Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.
- (h) **Soil and Topographic Conditions.** The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the

City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this transaction is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the date of closing, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this transaction is further contingent upon Developer obtaining, at Developer's sole expense, on or prior to the date of closing, (i) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project and the Improvements related thereto, and (ii) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

**ARTICLE III.  
TIME FOR COMMENCEMENT AND COMPLETION OF  
IMPROVEMENTS**

The construction of the Project shall be commenced in any event within three (3) months after the date of closing of the purchase of the Property by Developer and, except as otherwise provided in this Agreement, shall be substantially completed within twelve (12) months after commencement of construction.

**ARTICLE IV.  
SPECIAL PROVISIONS**

**SEC. 401. Minimum Investment.** Developer shall utilize the Property by clearing the site and constructing the Project and all related improvements, at a minimum investment of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) dollars ("Minimum Investment") by December 31, 2015.

Minimum Investment includes costs for clearing the site and construction of all buildings and other improvements on the Property and leasehold improvements. Minimum Investment shall

not include inventory, moveable equipment, personal property items, or the purchase price of the Property.

Minimum Investment includes all costs and expenditures (both "hard" and "soft") made or incurred by Developer, its successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise), Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.

If the fair market value of the buildings and other improvements on the Property, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than the Minimum Investment amount on January 1, 2016, or such later date as the parties may hereafter agree, then the Developer shall be deemed to have satisfied its obligation with respect to Minimum Investment. If not, Developer shall provide the City a statement of its investment in the Property, computed in accordance with this Section, no later than sixty (60) days after said determination by the City Assessor's office, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for

satisfying the Minimum Investment requirements set forth herein shall be extended by (x) the period required for the completion of all necessary remediation of the Property, or (y) a time period commensurate with the period of delay, as the case may be.

**ARTICLE V.  
PREPARATION OF PROPERTY FOR DEVELOPMENT**

**SEC. 501. City Responsibilities.** The City shall, without expense to the Developer:

- (a) **Assist Developer.** Cooperate with the Developer, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the Developer in connection with the fulfillment of the Developer's obligations under this Agreement.

**SEC. 502. Developer's Responsibilities.** The Developer shall, without expense to the City:

- (a) **Evidence of Financial Capability.** Prior to the execution of this Agreement by the City, the Developer shall submit to the City evidence satisfactory to the City that the Developer has the financial capability to purchase the Property and construct the Project in the manner and by the times set forth in this Agreement.
- (b) **Assist City.** Cooperate with the City, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the City in connection with the fulfillment of the City's obligations under this Agreement.
- (c) **Conduct Studies.** Prior to closing on the purchase of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

**ARTICLE VI.  
RIGHTS OF ACCESS TO PROPERTY**

**SEC. 601. Right of Entry for Utility Service.** The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Section 201 hereof.

**SEC. 602. Developer Not to Construct Over Utility Easements.** The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 201 hereof, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

**SEC. 603. Access to Property.** Prior to the conveyance of the Property by the City to the Developer, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out this Agreement. After the conveyance of the Property by the City to the Developer, the Developer shall permit the representatives of the City access to the Property at all reasonable times which the City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

**ARTICLE VII.  
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;  
CERTIFICATE OF COMPLETION**

**SEC. 701. Plans for Construction of Improvements.** Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, the

Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement. The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City. If the City so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

**SEC. 702. Changes in Construction Plans.** If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the

proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

**SEC. 703. Evidence of Equity Capital and Mortgage Financing.** As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.

**SEC. 704. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance.** The submission of Construction Plans and their approval by the City as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 703 hereof, are conditions precedent to the obligations of (a) the Developer to purchase the Property and (b) the City to convey the Property to the Developer.

**SEC. 705. Progress Reports.** Subsequent to conveyance of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

**SEC. 706. Certificate of Completion.**

- (a) Promptly after completion of the Project in accordance with those provisions of this Agreement relating solely to the obligations of the Developer to construct the Project (including the dates for beginning and completion thereof), and the required

Minimum Investment, the City will furnish the Developer with an appropriate instrument so certifying. Such certification by the City shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the Developer, and its successors and assigns, to construct the Project, the dates for the beginning and completion thereof, and the required Minimum Investment. Provided, that if there is upon the Property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Project and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans and are ready for occupancy then, in such event, the City and the Developer shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Project in accordance with the Construction Plans and, if the other agreements and covenants in this Agreement obligating the Developer in respect of the construction and completion of the Improvements have been fully satisfied, the City shall forthwith issue its certification provided for in this Section. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Project, or any part thereof.

- (b) The certification provided for in this Section 707 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Deed. If the City shall refuse or fail to provide the certification in accordance with the provisions of this Section, the City shall, within ten (10) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts

will be reasonably necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

**ARTICLE VIII.  
RESTRICTIONS UPON USE OF PROPERTY**

**SEC. 801. Restrictions on Use.** The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

- (a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty (20) years from date of completion of the Project; and
- (b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

**SEC. 802. Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

**SEC. 803. City Rights to Enforce.** In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and

covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

**ARTICLE IX.  
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

**SEC. 901. Representations as to Development.** The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

- (a) the importance of the development of the Property to the general welfare of the community; and
- (b) the below market purchase price that has been made available by the City for the purpose of making such development possible.

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

**SEC. 902. Prohibition Against Transfer of Ownership Interests.** For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that: Prior to completion of the Improvements as certified by the City, and without the prior written approval of the City, (a) there shall be no transfer of ownership interests in the Developer by any party owning 10 percent or more of the ownership interests in the Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the Developer, or by any owner of 10 percent or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any other method or means. With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

**SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement.** For the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that:

(a) Except only:

- (1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and (ii) any other purpose or as otherwise authorized by this Agreement,

the Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City,

which approval shall not be unreasonably withheld or delayed. Provided, that prior to the issuance by the City of the certificate provided for in Section 706 hereof as to completion of construction of the Improvements, the Developer may enter into any agreement to sell, lease or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein.

(b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:

- (1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).
- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this,

together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

- (3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then Developer shall be automatically released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 903 or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

**SEC. 904. Information as to Members.** In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

- (a) the Developer will promptly notify the City of any and all changes whatsoever in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in

the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and

- (b) the Developer, its successors or assigns, shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of the Developer, setting forth all of the members of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the company their names and the extent of such interest, all as determined or indicated by the records of the Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own 10 percent or more interest in the Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished the City immediately prior to the delivery of the Deed to the Developer and as a condition precedent thereto and annually thereafter on the anniversary of the date of delivery of the Deed until the issuance of a certificate of completion for all the Property.

#### **ARTICLE X.**

#### **MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

**SEC. 1001. Limitation Upon Encumbrance of Property.** Prior to the completion of the Project, as certified by the City, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for construction of the Project and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Developer to the City. Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any

part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

**SEC. 1002. Mortgagee Not Obligated to Construct.**

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

**SEC. 1003. Copy of Notice of Default to Mortgagee.**

Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

**SEC. 1004. Mortgagee's Option to Cure Defaults.** After any breach or default referred to in Section 1003 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having

expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Project relating to the Property shall be entitled, upon written request made to the City, to a certification by the City to such effect in the manner provided in Section 707 of this Agreement.

**SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property.** In any case, where, subsequent to default or breach by the Developer (or successor in interest) under this Agreement, the holder of any mortgage on the Property:

- (a) has, but does not exercise, the option to construct or complete the Project relating to the Property, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do,

the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of

the subsequent management of the Property; (iv) the costs of any improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

**SEC. 1006. City's Option to Cure Mortgage Default.** In the event of a default or breach prior to the completion of the Improvements by the Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

**SEC. 1007. Mortgage and Holder.** For the purposes of this Agreement: The term "mortgage" shall include deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

## **ARTICLE XI. REMEDIES**

**SEC. 1101. In General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to

cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

**SEC. 1102. Termination by Developer Prior to Conveyance.**

In the event that:

- (a) the City does not tender conveyance of the Property, or possession thereof, in the manner and condition provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Developer; or
- (b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or
- (c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

**SEC. 1103. Termination by City Prior to Conveyance.**

In the event that:

- (a) prior to conveyance of the Property to the Developer and except as otherwise permitted under this Agreement,
  - (i) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
  - (ii) there is any change in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or

- (b) the Developer does not submit Construction Plans, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or
- (c) the Developer does not pay the Purchase Price and take title to the Property upon tender of conveyance by the City pursuant to this Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

**SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer.** In the event that subsequent to conveyance of the Property or any part thereof to the Developer and prior to completion of the Project as certified by the City:

- (a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the beginning and completion thereof) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the City so to do; or

- (b) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within (i) ninety (90) days after written demand by the City so to do or (ii) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer; or
- (c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer;

then the City shall have the right to re-enter and take possession of the Property and to terminate (and revest in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any reversioning of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

**SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds.**

Upon the reversion in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 1104 set forth and provided) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and
- (b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as

any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

**SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the revesting of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

**SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party.** For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this

provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

**SEC. 1108. Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**SEC. 1109. Party in Position of Surety With Respect to Obligations.** The Developer, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence or modification of terms of contract.

**ARTICLE XII.  
MISCELLANEOUS**

**SEC. 1201. Conflict of Interests; City Representatives Not Individually Liable.** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

**SEC. 1202. Equal Employment Opportunity.** The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

- (a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
  
- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of

the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (e) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

**SEC. 1203. Provisions Not Merged with Deed.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**SEC. 1204. Titles of Articles and Sections.** Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**SEC. 1205. Successors and Assigns.** This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer; provided, however, that the members or owners of any such related entity or affiliate include one or more of the principals of Smet Investments, LLC or Smet Construction Services Corp. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

**SEC. 1206. Notices and Demands.** A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 300 N. Broadway, Suite 2B, Green Bay, Wisconsin 54303; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other

communication shall be deemed delivered and received upon deposit in the U.S. Mail.

**SEC. 1207. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

**SEC. 1208. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

*(Signature Page Follows)*

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

**CITY OF SHEBOYGAN,  
WISCONSIN**

**SMET INVESTMENTS, LLC**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen,  
Mayor

**BY:** \_\_\_\_\_  
Scott R. Smet, Member

**ATTEST:**

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

**BY:** \_\_\_\_\_  
Chad L. Smet, Member

This instrument drafted by:

City Attorney Stephen G. McLean  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442  
WI State Bar No. 01011662

EXHIBIT "A"  
Description of Property

All of Lots 1, 2, 10, 11, 12 and part of the vacated east/west alley adjacent to said lots, in Block 204, Original Plat of the City of Sheboygan, located in the SW 1/4 of Section 23, T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing from a 1 inch diameter iron pipe marking the southeast corner of Lot 12 of said Block 204 and being the point of beginning of this description, thence N.89°35'04"W. along the south line of said Block 204 also being the north line of New Jersey Avenue 180.00 feet to the southwest corner of Lot 10 Block 204, thence N.0°09'39"E. along the west line of said Lot 10 165.36 feet to the centerline of the vacated east/west Alley in said Block 204, thence N.89°43'10"E. along the centerline of said Alley 60.00 feet to the intersection with the west line of Lot 2 Block 204 extended, thence N.0°09'39"E. along the west line of said Lot 2 and its extension 161.01 feet to the northwest corner of said Lot 2 also being the south line of Virginia Avenue, thence S.89°36'33"E. along the north line of Lots 1 and 2 Block 204 120.00 feet to the northeast corner of said Lot 1, thence S.0°09'39"W. along the east line of Block 204 also being the west line of S. 8th Street 327.16 feet to the point of beginning.

Said tract contains 49,203 sq. ft. (1.13 acres).



Res. No. \_\_\_\_\_ - 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. 10<sup>th</sup> St.

\_\_\_\_\_

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 10<sup>th</sup> day of April, 2014, by Todd A. Schuh, residing at 3232 S. 10<sup>th</sup> 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.

2014 IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 10<sup>th</sup> day of 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 28<sup>th</sup> 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 M. 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 28<sup>th</sup> 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. 16<sup>th</sup> 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:

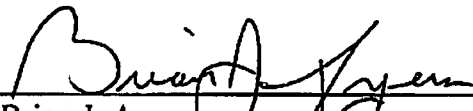
GLENCOURT SUBDIVISION, LOT 7, BLOCK 3, CITY OF  
SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN


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.

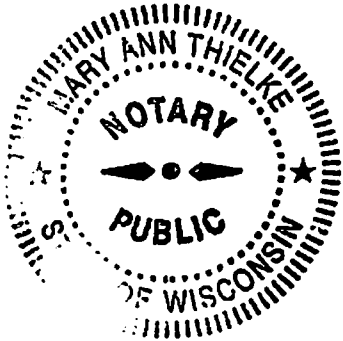
IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 28<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
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 28<sup>th</sup> 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

III

Res. No. \_\_\_\_\_ - 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 15<sup>th</sup> 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.

\_\_\_\_\_

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

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

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

VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. May 5, 2014.

Your Committee to whom was referred, pursuant to R. C. No. 373-13-14 by Law and Licensing and R. O. No. 333-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License application #8118 be denied based upon his failure to reveal all relevant convictions on his application and his record of violations related to the licensed activity.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee.

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

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

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

VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. May 5, 2014.

Your Committee to whom was referred, pursuant to R. C. No. 373-13-14 by Law and Licensing and R. O. No. 333-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License application #0305 be denied based upon his failure to reveal all relevant convictions on his application and his record of violations related to the licensed activity.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee.

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

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

**VII**

R. C. No. \_\_\_\_\_ - 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 #0328 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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



Gen. Ord. No.     - 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  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , 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.

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

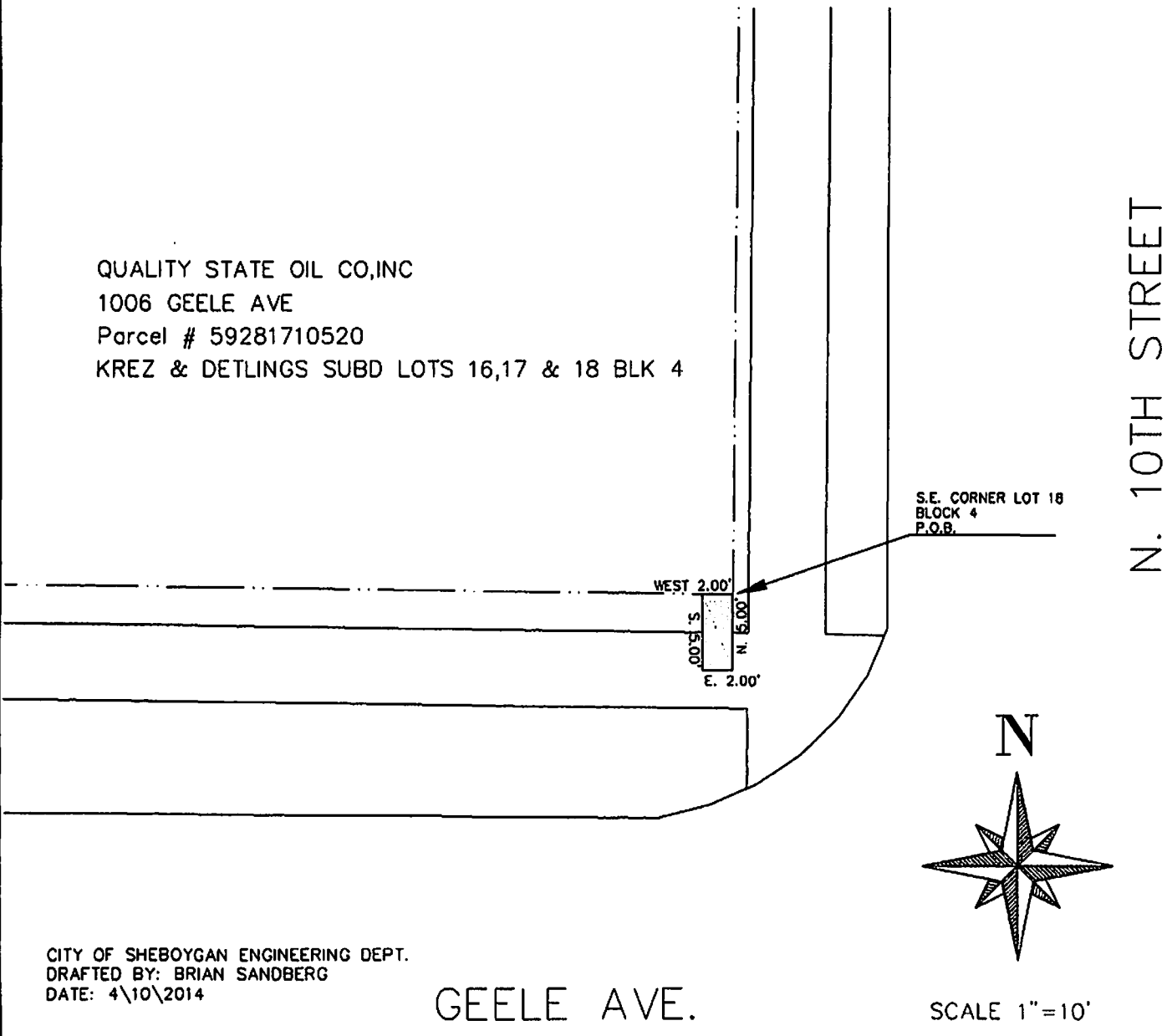
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**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



Gen. Ord. No.     - 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.

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

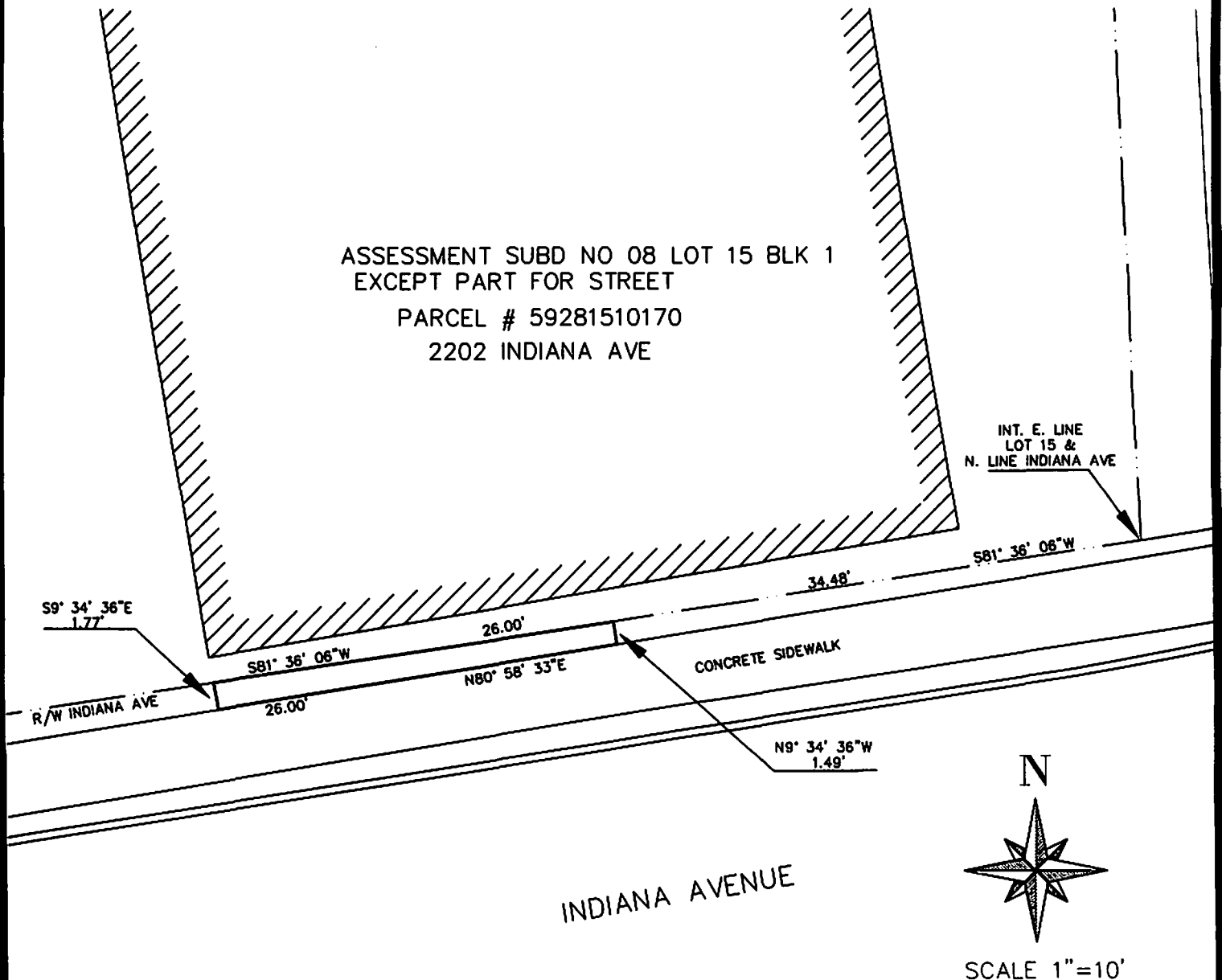
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## ENCROACHMENT DESCRIPTION FOR 2202 INDIANA AVENUE BUILDING ROOF OVERHANG

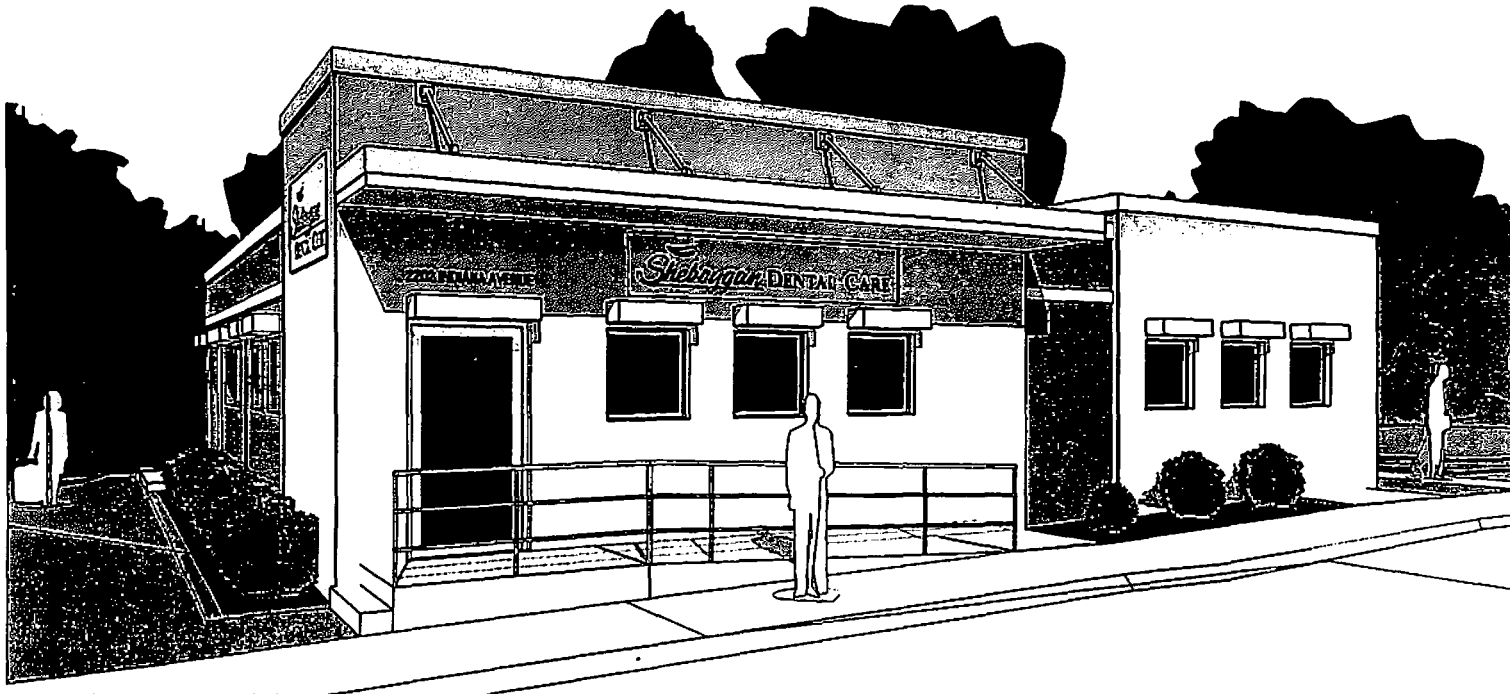
THAT PART OF THE RIGHT OF WAY FOR INDIANA AVENUE ADJACENT TO LOT 15 BLOCK 1 OF ASSESSMENT SUBDIVISION #8 IN GOVERNMENT LOT 2 NW $\frac{1}{4}$  SECTION 27, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

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

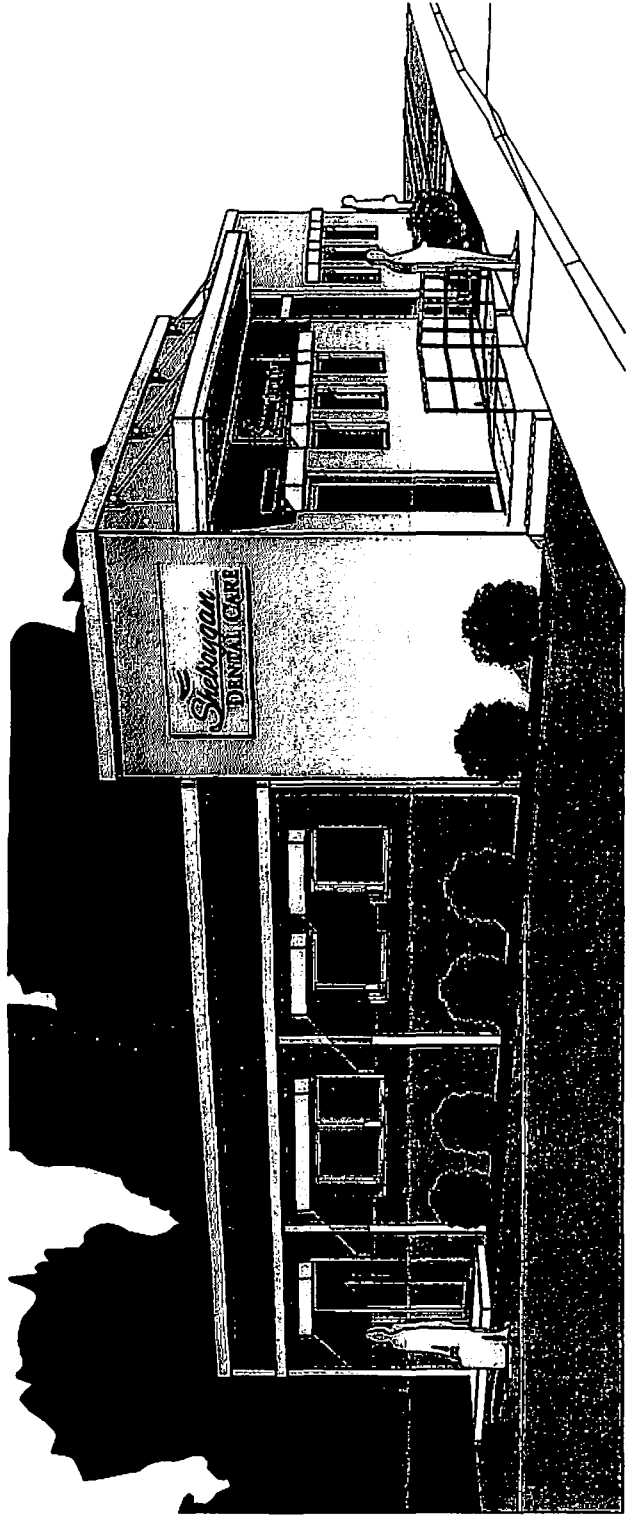


CITY OF SHEBOYGAN ENGINEERING DEPT.  
DRAFTED BY: BRIAN SANDBERG  
DATE: 4\10\2014

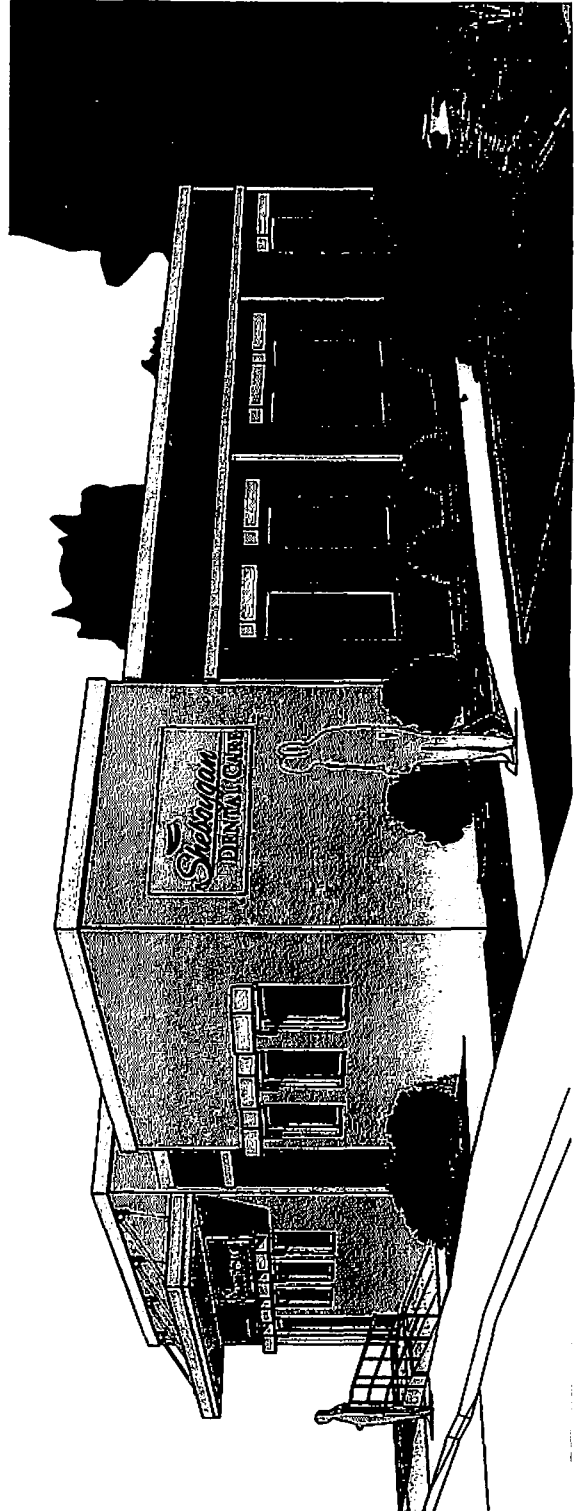


① SOUTHWEST 1





② SOUTHWEST 2



③ SOUTHEAST 1



~~X~~

Gen. Ord. No.     - 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.

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

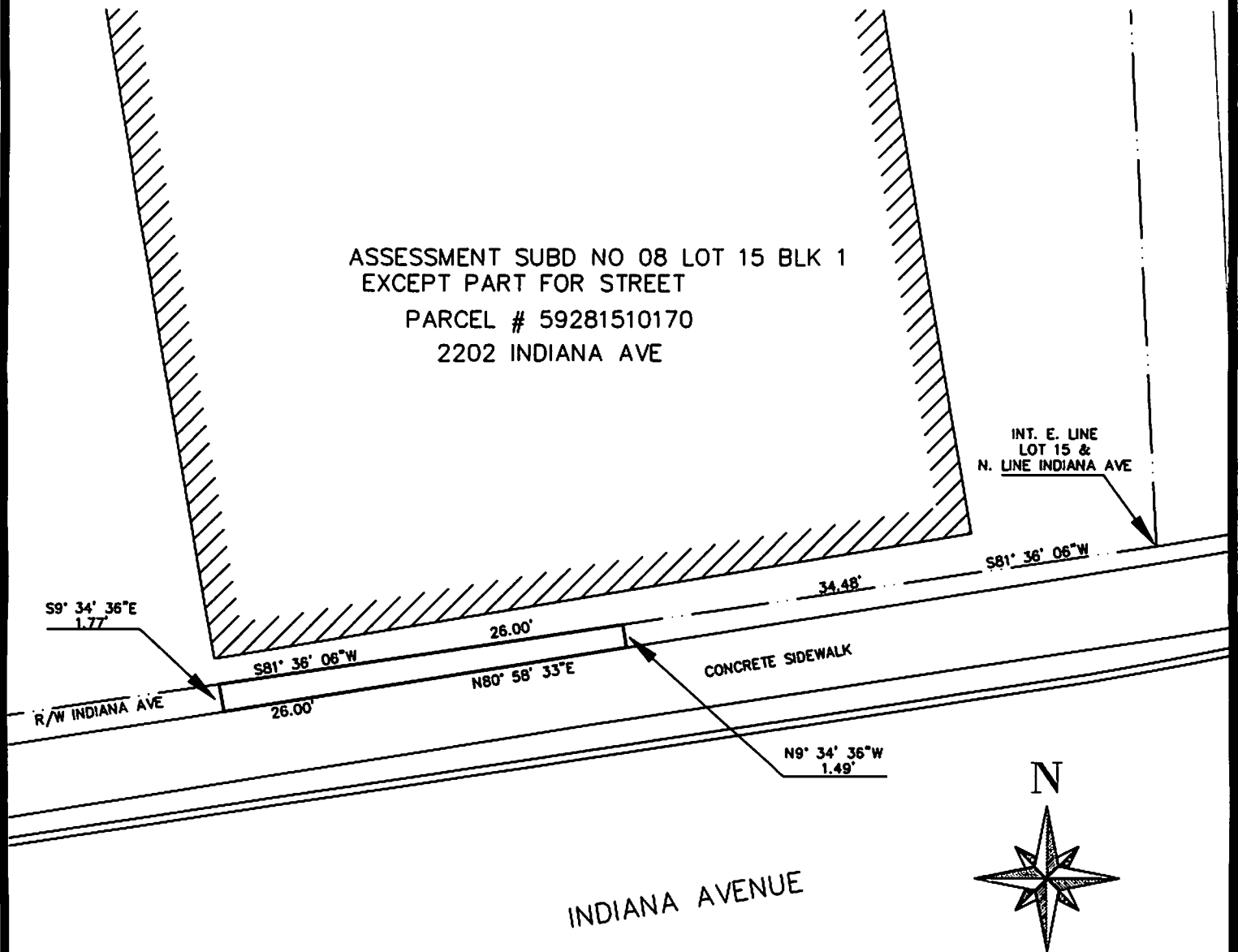
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## ENCROACHMENT DESCRIPTION FOR 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





Gen. Ord. No.     - 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. 14<sup>th</sup> St.  
1126 N. 14<sup>th</sup> St.  
1124 N. 14<sup>th</sup> St.  
1120 N. 14<sup>th</sup> 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.

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.

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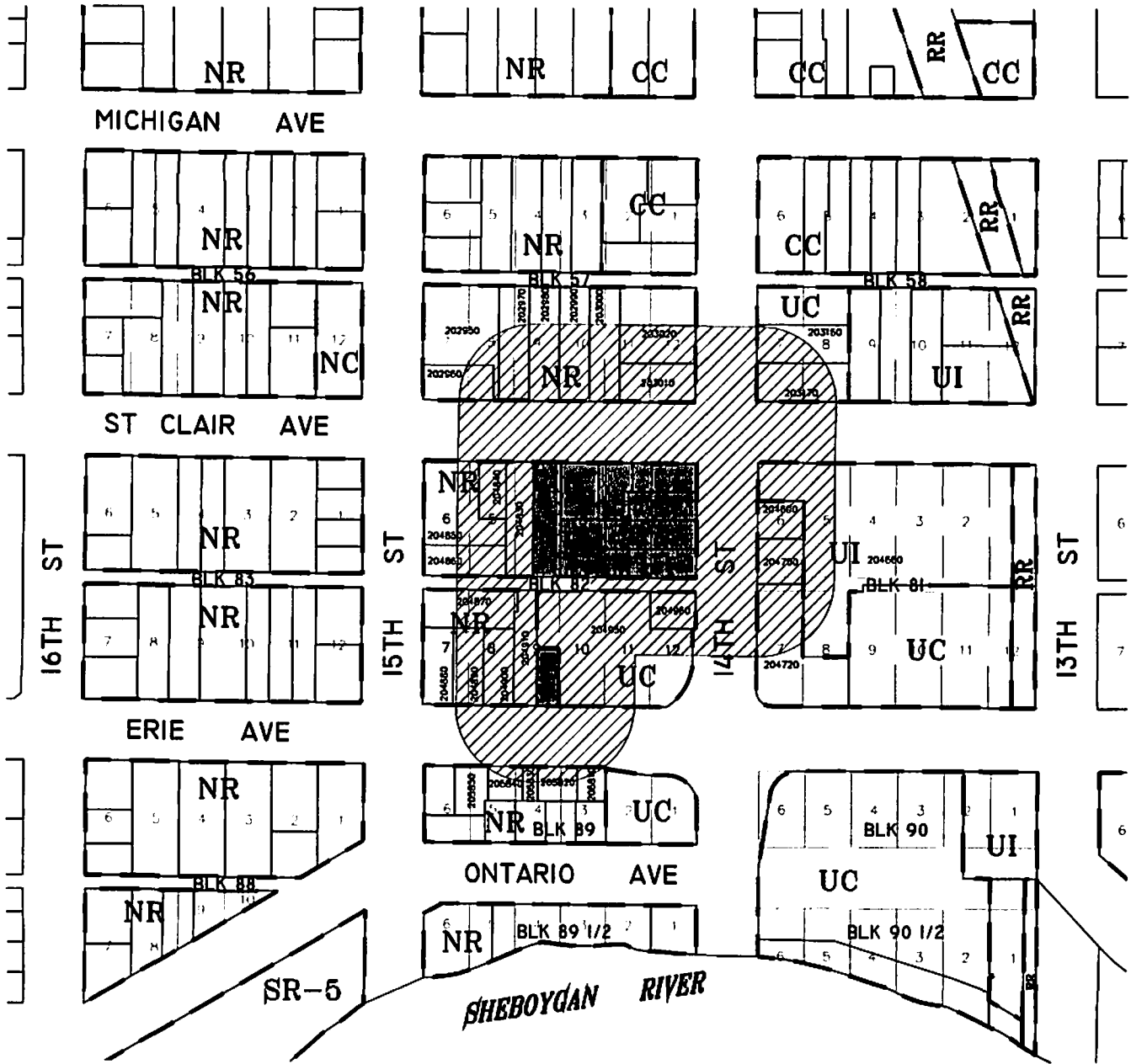
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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





Gen. Ord. No.           - 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., 22<sup>nd</sup> 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Other matters

7.4

II

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

Submitting a communication from Community Bank & Trust, 604 N. 8<sup>th</sup> 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

  
\_\_\_\_\_  
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'. The signature is written in a cursive style with a large initial 'K'.

Kathleen L. Kuznacic  
Corporate Secretary

*Finance*

THE STATE OF TEXAS,  
COUNTY OF [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

**II**

R. O. No. 17 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting various license applications for the period ending June 30, 2015 and June 30, 2016.

*Law & Co*

*Susan Richards*  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's	1502 S. 12 <sup>th</sup> St. - three-day event to be Held 10/5/14 to 10/7/14 to include current premise, S. 12 <sup>th</sup> St. & Clara Ave. intersections for Oktoberfest.
2880	Anglers Avenue	518 S. Pier Dr. - three-day event to be Held June 6, 7 & 8 <sup>th</sup> , 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<sup>th</sup> St. - one-day event to be Held 5/31/14 to include north parking lot and fenced area east of the building.

"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 <sup>th</sup> St.
2825	Pick N Save #6433	2625 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8 <sup>th</sup> 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 <sup>th</sup> St.
1272	Q Mart #200	1006 Geele Ave.
1273	Q Mart #201	1508 S. 8 <sup>th</sup> 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 <sup>th</sup> St.
3007	Tidy Store of Sheboygan	810 N. 14 <sup>th</sup> St.

"CLASS B" LIQUOR LICENSE (Renewal) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddy's Pub & Grill	2123 N. 15 <sup>th</sup> 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 <sup>th</sup> St.
1799 George Michaels I	513 N. 8 <sup>th</sup> St.
2192 Harry's Diner	2504 Calumet Dr.
2949 Harrys Prohibition Bistro	668 South Pier Dr.
2849 Hops Haven	1327 N. 14 <sup>th</sup> 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 <sup>th</sup> St.
1267 Poor Richards	1105 Geele Ave.
2717 Shevegas Nightclub	1133 Michigan Ave.
2207 Silver Fern, The	2538 N. 15 <sup>th</sup> St.
2020 Terrys	1028 Lincoln Ave.
2899 Zodiak	2518 N. 15 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> St.
0358	Wagner, Ty S.	1535 North Ave.

III

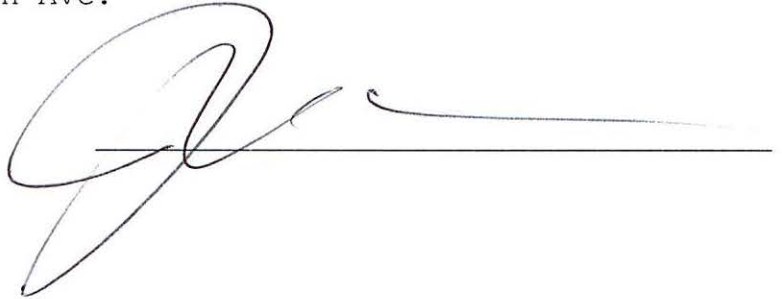
Res. No. 8 - 14 - 15. By Alderperson Heidemann. May 5, 2014.

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. 9<sup>th</sup> St.
2. Niels J. Eilmus, 715 Union Ave.

*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 2 day of May, 2014, by Daniel A. Johnston, residing at 3327 N. 9<sup>th</sup> 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:

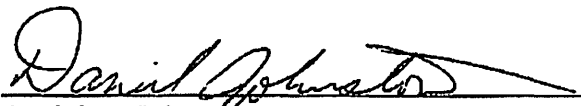
NORTH SHORE SUBD NO 1, LOT 20 BLK 10 & THE W 1/2 OF  
THAT PRT OF VAC PUBLIC PLAYGROUND LYING E OF & ADJ  
TO SD LOT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,  
STATE OF WISCONSIN

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 2<sup>nd</sup> 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 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 2<sup>nd</sup> 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. 8<sup>th</sup> 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:

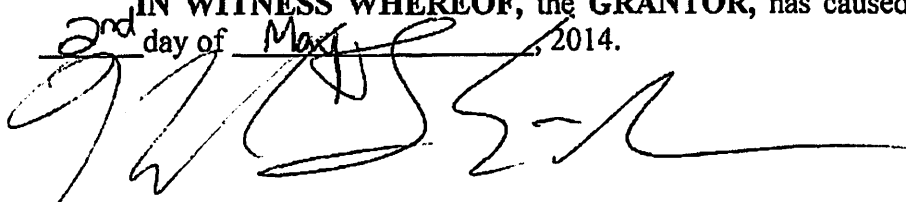
NORTH SHORE SUBD NO 1 LOT 7 BLK 10 & THE E 1/2 OF THAT PRT  
OF VAC PUBLIC PLAYGROUND LYING W OF & ADJ TO SD LOT S.11  
T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF  
WISCONSIN

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.

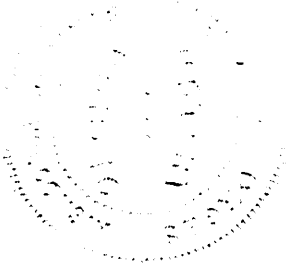
**IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this 2<sup>nd</sup> day of May, 2014.



\_\_\_\_\_  
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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Handwritten text in the lower right section, possibly a signature or date.



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Handwritten text in the bottom left corner.

**III**

7.3

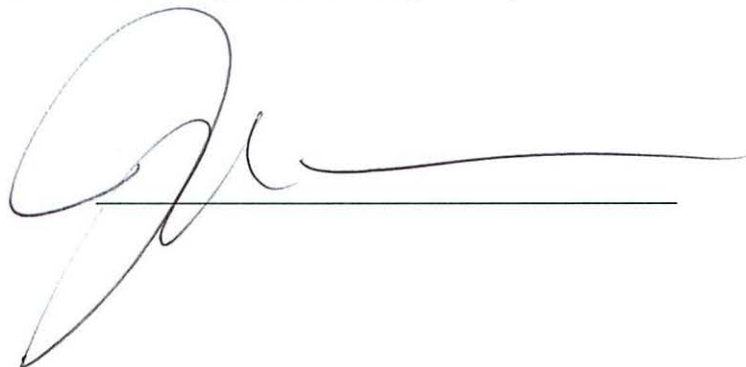
Res. No. 9 - 14 - 15. By Alderperson Heidemann. May 5, 2014.

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.W.



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 Date  
4/9/11  
Daniel Oser  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

4-9-11  
\_\_\_\_\_  
Date

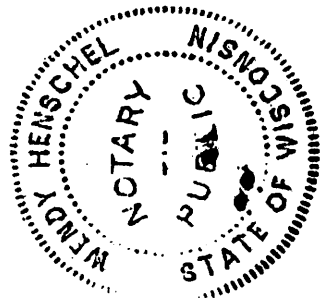
State of Wisconsin )  
Sheboygan County ) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

  
\_\_\_\_\_  
Signature, Notary Public, State of Wisconsin

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

 4-15-14  
\_\_\_\_\_  
Signature Date  
*Thomas Schuk* owner  
\_\_\_\_\_  
Print Name  
4-15-14  
\_\_\_\_\_  
Date

State of Wisconsin )  
Milwaukee County ) ss.

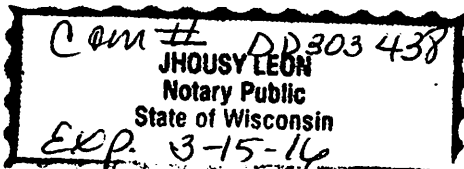
On the above date, this instrument was acknowledged before me by the named person(s).

  
\_\_\_\_\_  
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)

**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.**

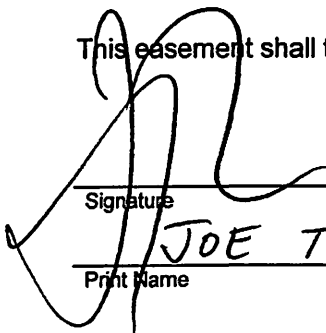
**COPY**

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

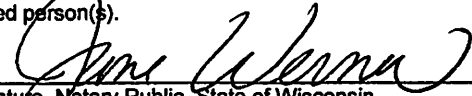
This easement shall terminate upon completion of the construction project for which this instrument is given.

  
\_\_\_\_\_  
Signature  
4/14/14  
\_\_\_\_\_  
Date  
JOE TRUESBLOOD  
\_\_\_\_\_  
Print Name

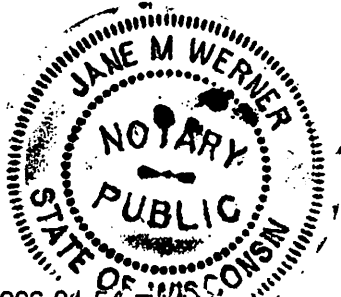
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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 **RRG West, 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  
59024351682

This easement shall terminate upon completion of the construction project for which this instrument is given.

Peter W. Gusik                      4/14/14  
Signature                                      Date  
PETER W. GUSIK  
Print Name

\_\_\_\_\_  
Signature                                      Date  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

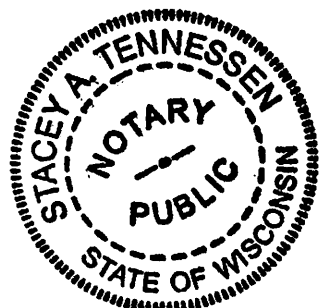
State of Wisconsin                      )  
Sheboygan County                      ) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Stacey A. Tennessee  
Signature, Notary Public, State of Wisconsin

Stacey A. Tennessee  
Print Name, Notary Public, State of Wisconsin

3/31/17  
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 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).

*[Signature]*  
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

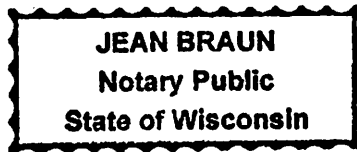
State of Wisconsin )  
Milwaukee County ) ss.

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



## **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

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+5

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