

*****ATTACHMENTS*****

II

R.O. No. -13-14 . By CITY PLAN COMMISSION. December 16, 2013.

Your Commission to whom was referred Gen. Ord. No. 46-13-14 by Alderpersons Hammond and Lessard requesting encroachments for the installation of new underground conduit structures for fiber optic cable at various locations in the City; wishes to report this matter was discussed at the regular meeting of the City Plan Commission December 10, 2013, and after due consideration, recommends approval of the General Ordinance.

Director of Planning and Development

6.2

Gen. Ord. No. 46- 13 - 14. By Alderpersons Hammond and Lessard.
December 2, 2013.

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:

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

- Node 4A - 2028 Erie Ave.
- Node 4B - Front of 2028 Erie Ave.
- Node 11 - Front of 1704 Ashland Ave.
- Node 12 - Front of 1334 Swift Ave.
- Node 13 - Front of 1435 Georgia Ave.
- Node 14 - Front of 2120 Wilson Ave.
- New Jersey Ave. at the Union Pacific Railroad

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.

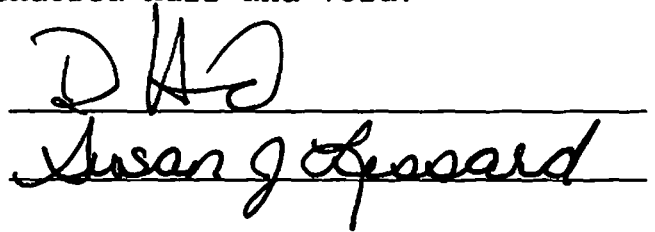
Planning

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.



Susan J. Leonard

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



November 26, 2013

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

**RE: Request for Encroachment: ExteNet Systems, Inc.
List of Encroachment Attachments for December 2, 2013**

**Node 4a
Node 4b
Node 11
Node 12
Node 13
Node 14
New Jersey Ave @ UP Railroad**



November 26, 2013

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

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,

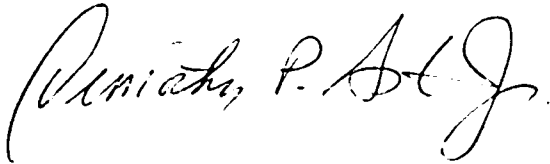
Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications 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 December 22nd 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 15 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 Utility Pole (#15-23-22.1 35/14) located 19 feet West of WPL of N. 19th St. & 12 feet South of NPL of Erie Ave, Continue East, Northeast for 15 feet to a proposed ExteNet Meter Pedestal located 4 feet West of WPL of N. 19th Street & 12 feet South of NPL of Erie Ave.
- **Total Encroachment Linear Footage:** 15
- **Total Encroachment Square Footage:** 15

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 December 2nd 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
Phone: (630) 505-3845
Fax: (630) 577-1332

II. General Contractor's Contact Information:

Company Name: Gabe's Construction Company
Address: 4804 N. 40th Street
City: Sheboygan
State: Wisconsin
Zip: 53083
Primary Contact : Jeff Rinartz
Primary Contact Title: Senior Project Engineer
Email: jrinarzt@gabes.com
Primary Contact Phone: (920) 889-4510
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.

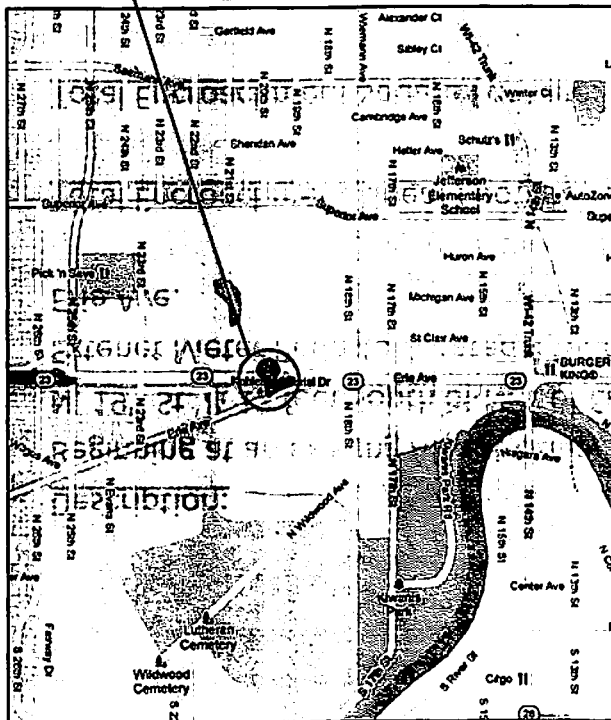


FIBER OPTIC NODE INSTALLATION
ONTO UTILITY POLE
NODE 4A - SHEBOYGAN, WI
FRONT OF 2028 ERIE AVE

APPROVED
Brian Sully

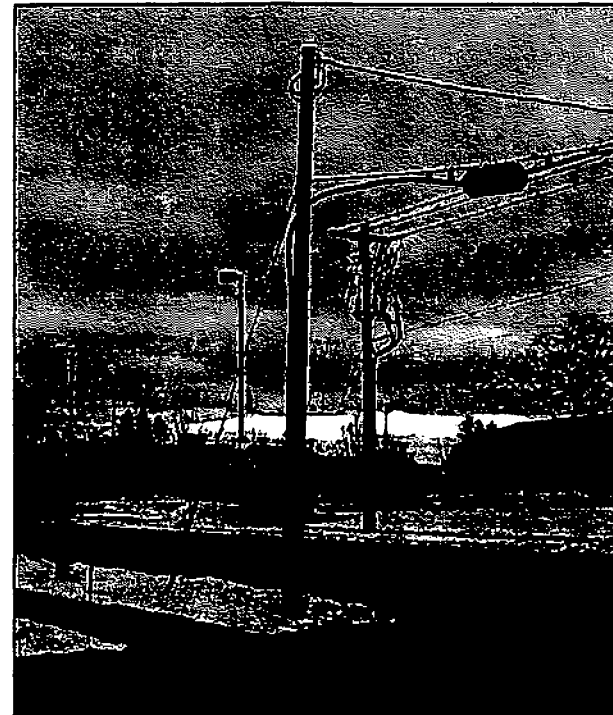
NODE - 4A

SITE LOCATION MAP



LATITUDE: 43.755918 LONGITUDE: -87.732818

SITE LOCATION PHOTO



SEGMENT
NODE 4A

OWNER/DEVELOPER



3030 Wisconsin Road
Suite 340, Lake, IL 60032

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV.	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4A
DATE DRAWN	09/05/13
SCALE	N.T.S.

SHEET
1 of 10

PROJECT MANAGER: _____

Description:

Beginning at an existing Alliant Utility Pole (#15-23-22.1 35/14) located 19 feet West of WPL of N. 19th St. & 12 feet South of NPL of Erie Ave, Continue East, Northeast for 15 feet to a proposed Extenet Meter Pedestal located 4 feet West of WPL of N. 19th Street & 12 feet South of NPL of Erie Ave.

Total Encroachment Linear Footage: 15

Total Encroachment Square Footage: 15

Scope:

Install approximately 15 LF of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed meter pedestal from existing Alliant pole.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT:
NODE 4A

OWNER/DEVELOPER



ENGINEER



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

CONTRACTOR



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

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

REVISIONS			
REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4A
DATE DRAWN	10/14/13
SCALE	N.T.S.

SHEET
2 of 10

FRONT OF 2028 ERIE AVE

PROJECT MANAGER _____

KOHLER MEMORIAL DR

N 19TH ST

NODE 4A
 PN - S15-23-22.1\35-14
 SIDE OF 2028 ERIE AVE
 CL 6 - 30'
 TEL/GUY - 18'-2"
 SECONDARY - 23'
 PT - 23'6"

POSSIBLE PED
 FOR NODE 4A

ERIE AVE



SEGMENT
NODE 4A

OWNER/DEVELOPER



3030 Warranville Road
Suite 340, Little, IL 60532

ENGINEER



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

CONTRACTOR



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

TITLE
 FIBER OPTIC NODE
 INSTALLATION ONTO UTILITY
 POLE
 FRONT OF 2028 ERIE AVE
 SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

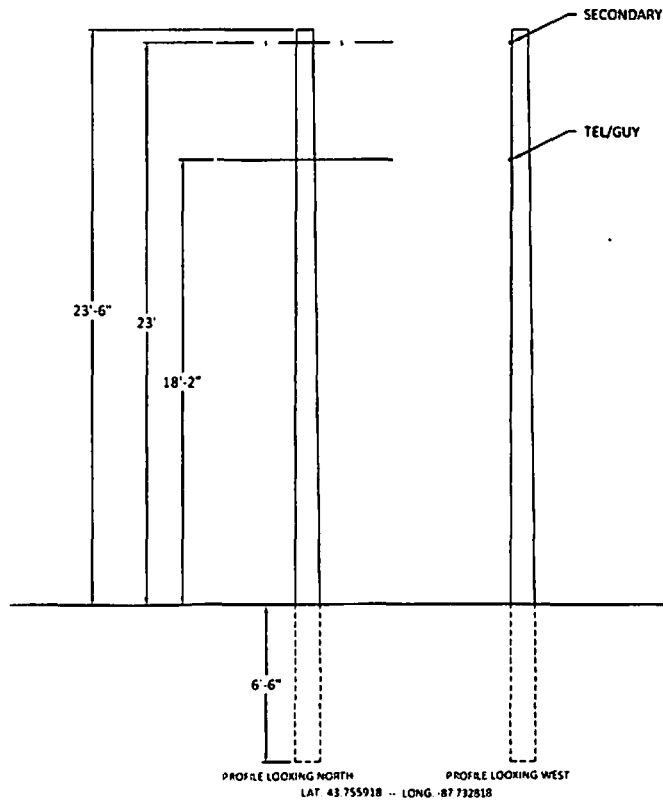
PROJECT NUMBER	EXTWI12001.0
FILE NUMBER	NODE 4A
DATE DRAWN	09/05/13
SCALE	1" = 40'

SHEET
3 OF 10

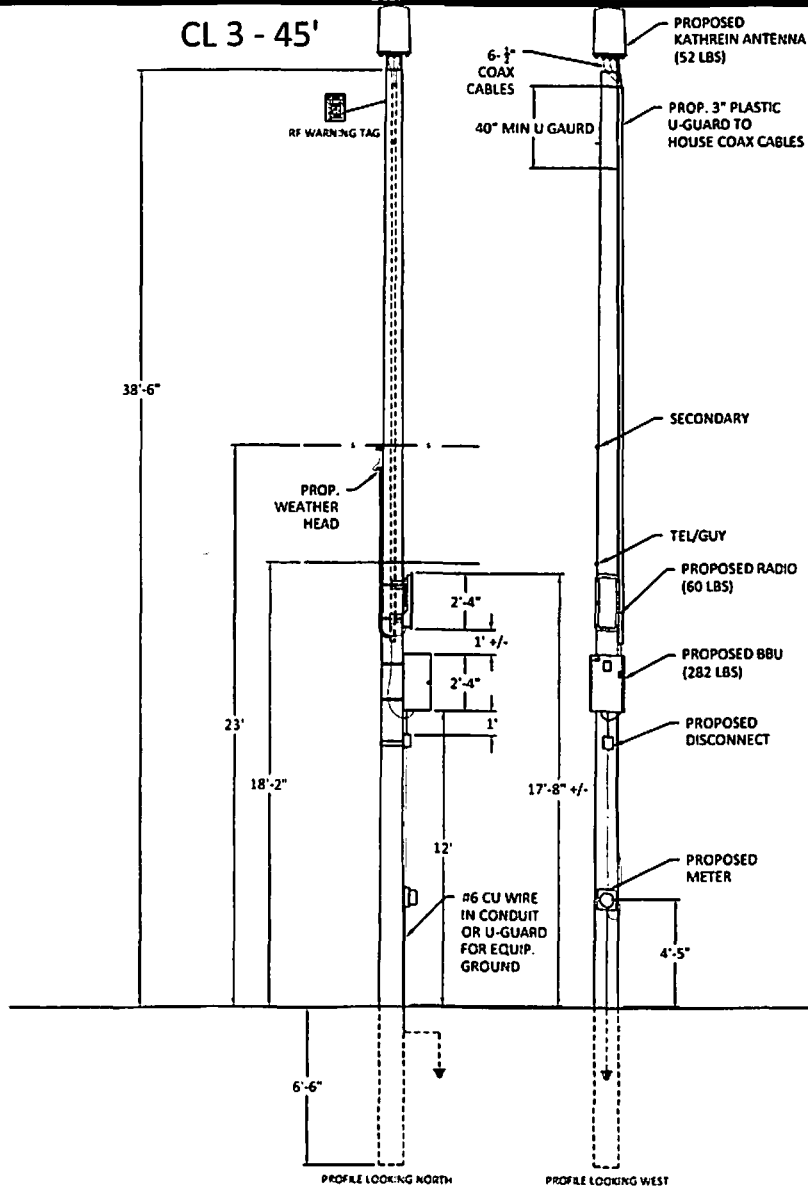
FRONT OF 2028 ERIE AVE

PROJECT MANAGER: _____

CL 6 - 30'



CL 3 - 45'



SEGMENT: **NODE 4A**

OWNER/DEVELOPER

entel SM
YOUR NETWORK.
ANYWHERE.
SYSTEMS

3030 Warrenville Road
Suite 340, Lake, IL 60532

ENGINEER:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2800

CONTRACTOR:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2800

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 2028 ERIE AVE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4A
DATE CHANGED	09/05/13
SCALE	1" = 5'

DDV series

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

KEY FEATURES

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



DDV series

GENERAL SPECIFICATIONS

Overall form	IP65	150x150x150	1.5kg
Delay excluding optical fiber		4.03µs	0.5dB
Dimensions and Weight	150x150x150	1.5kg	1.5kg
Power Supply	Access	85-264	VAC at VDC
Storage & Transport		0-40°C	
Casing		IP65	

OPTICAL SPECIFICATIONS

Optical input power	100mW	100mW	100mW
Flatness		-4.5	dB
Optical output power	100mW	100mW	100mW
DFA Laser output Wavelength		1550-1610	nm
Optical output power	100mW	100mW	100mW
Optical isolator	min	10	dB
Optical input power	100mW	100mW	100mW
Maximum optical input power	non-destructive	100	mW

SPECIFICATIONS DDV100(Single Band)

Power Consumption	100mW	100mW	100mW
Dimensions	150x150x150	150x150x150	150x150x150
Weight	1.5kg	1.5kg	1.5kg

SPECIFICATIONS DDV200(Dual Band)

Power Consumption	100mW	100mW	100mW
Dimensions	150x150x150	150x150x150	150x150x150
Weight	1.5kg	1.5kg	1.5kg

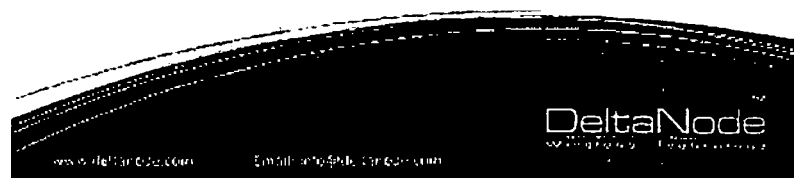
AVAILABLE PRODUCTS, AMERICAN CELLULAR

Model	1550-1565	1565-1580	1580-1595	1595-1610
Power	100mW	100mW	100mW	100mW

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



Rev 11.04



SEGMENT

NODE 4A

OWNER/DEVELOPER



3030 Weymouth Road
Suite 340, Uster, IL 60532

ENGINEER



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

CONTRACTOR



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

TITLE

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER EXTW112001.0

FILE NUMBER NODE 4A

DATE DRAWN 09/05/13

SCALE N.T.S.

SHEET 5 OF 10

DATE	JO	IR	APPROVED BY
09/05/13			
EXTW112001.0			
NOE 4A			
09/05/13			
NTS			

[illegible]

NEWSJATS

1116
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

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

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

OPHILIP/CELESTINE
SM
ne! SYSTEMS
1010 WATERLOO ROAD
SUITE 360
LAW, IL 60512

SEGMENT

NODE 4A

[illegible]

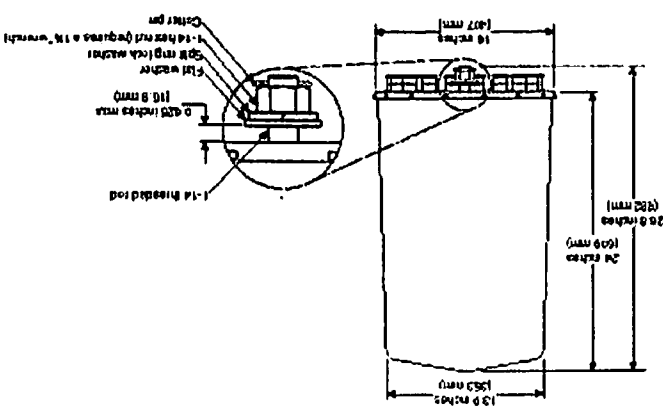
At the time of the investigation, the following information was obtained from the records of the Department of Social Services, New York City:

[illegible]

ORDER OF THE DAY

Customer supplied measuring device

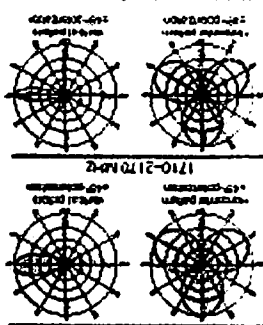
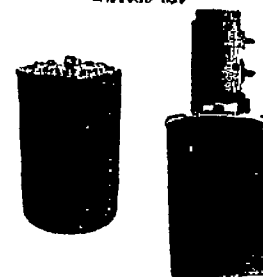
מִי יֵשֶׁה לָנוּ אֶת הַיָּדֵינוּ וְנִשְׁמָר מִיָּדֵינוּ



Dualband 700 MHz X-pol Tri-sector Antenna
840 10515 840 10516
698-694 MHz
1710-2170 MHz

KOTHARE
SCALA DIVISION

640 10515 640 10516
Dunbar 700 MHz X-pol In-sector Antenna
666-874 MHz
7412-12-20 MHz



1. What is the purpose of the study?
 2. What are the research objectives?
 3. What is the scope of the study?
 4. What are the limitations of the study?
 5. What is the significance of the study?

[illegible]

With respect to the above, the following information is provided:

1. The first part of the document is a list of names and addresses, which are arranged in a grid-like format. The names are written in a stylized, cursive script, and the addresses are written in a more formal, printed font. The list is organized into columns, with names in the first column and addresses in the second column.

01. 3. 2017	01. 4. 2017	01. 5. 2017	01. 6. 2017	01. 7. 2017	01. 8. 2017	01. 9. 2017	01. 10. 2017	01. 11. 2017	01. 12. 2017	01. 1. 2018	01. 2. 2018	01. 3. 2018	01. 4. 2018	01. 5. 2018	01. 6. 2018	01. 7. 2018	01. 8. 2018	01. 9. 2018	01. 10. 2018	01. 11. 2018	01. 12. 2018	01. 1. 2019	01. 2. 2019	01. 3. 2019	01. 4. 2019	01. 5. 2019	01. 6. 2019	01. 7. 2019	01. 8. 2019	01. 9. 2019	01. 10. 2019	01. 11. 2019	01. 12. 2019	01. 1. 2020	01. 2. 2020	01. 3. 2020	01. 4. 2020	01. 5. 2020	01. 6. 2020	01. 7. 2020	01. 8. 2020	01. 9. 2020	01. 10. 2020	01. 11. 2020	01. 12. 2020	01. 1. 2021	01. 2. 2021	01. 3. 2021	01. 4. 2021	01. 5. 2021	01. 6. 2021	01. 7. 2021	01. 8. 2021	01. 9. 2021	01. 10. 2021	01. 11. 2021	01. 12. 2021	01. 1. 2022	01. 2. 2022	01. 3. 2022	01. 4. 2022	01. 5. 2022	01. 6. 2022	01. 7. 2022	01. 8. 2022	01. 9. 2022	01. 10. 2022	01. 11. 2022	01. 12. 2022	01. 1. 2023	01. 2. 2023	01. 3. 2023	01. 4. 2023	01. 5. 2023	01. 6. 2023	01. 7. 2023	01. 8. 2023	01. 9. 2023	01. 10. 2023	01. 11. 2023	01. 12. 2023	01. 1. 2024	01. 2. 2024	01. 3. 2024	01. 4. 2024	01. 5. 2024	01. 6. 2024	01. 7. 2024	01. 8. 2024	01. 9. 2024	01. 10. 2024	01. 11. 2024	01. 12. 2024	01. 1. 2025	01. 2. 2025	01. 3. 2025	01. 4. 2025	01. 5. 2025	01. 6. 2025	01. 7. 2025	01. 8. 2025	01. 9. 2025	01. 10. 2025	01. 11. 2025	01. 12. 2025	01. 1. 2026	01. 2. 2026	01. 3. 2026	01. 4. 2026	01. 5. 2026	01. 6. 2026	01. 7. 2026	01. 8. 2026	01. 9. 2026	01. 10. 2026	01. 11. 2026	01. 12. 2026	01. 1. 2027	01. 2. 2027	01. 3. 2027	01. 4. 2027	01. 5. 2027	01. 6. 2027	01. 7. 2027	01. 8. 2027	01. 9. 2027	01. 10. 2027	01. 11. 2027	01. 12. 2027	01. 1. 2028	01. 2. 2028	01. 3. 2028	01. 4. 2028	01. 5. 2028	01. 6. 2028	01. 7. 2028	01. 8. 2028	01. 9. 2028	01. 10. 2028	01. 11. 2028	01. 12. 2028	01. 1. 2029	01. 2. 2029	01. 3. 2029	01. 4. 2029	01. 5. 2029	01. 6. 2029	01. 7. 2029	01. 8. 2029	01. 9. 2029	01. 10. 2029	01. 11. 2029	01. 12. 2029	01. 1. 2030	01. 2. 2030	01. 3. 2030	01. 4. 2030	01. 5. 2030	01. 6. 2030	01. 7. 2030	01. 8. 2030	01. 9. 2030	01. 10. 2030	01. 11. 2030	01. 12. 2030	01. 1. 2031	01. 2. 2031	01. 3. 2031	01. 4. 2031	01. 5. 2031	01. 6. 2031	01. 7. 2031	01. 8. 2031	01. 9. 2031	01. 10. 2031	01. 11. 2031	01. 12. 2031	01. 1. 2032	01. 2. 2032	01. 3. 2032	01. 4. 2032	01. 5. 2032	01. 6. 2032	01. 7. 2032	01. 8. 2032	01. 9. 2032	01. 10. 2032	01. 11. 2032	01. 12. 2032	01. 1. 2033	01. 2. 2033	01. 3. 2033	01. 4. 2033	01. 5. 2033	01. 6. 2033	01. 7. 2033	01. 8. 2033	01. 9. 2033	01. 10. 2033	01. 11. 2033	01. 12. 2033	01. 1. 2034	01. 2. 2034	01. 3. 2034	01. 4. 2034	01. 5. 2034	01. 6. 2034	01. 7. 2034	01. 8. 2034	01. 9. 2034	01. 10. 2034	01. 11. 2034	01. 12. 2034	01. 1. 2035	01. 2. 2035	01. 3. 2035	01. 4. 2035	01. 5. 2035	01. 6. 2035	01. 7. 2035	01. 8. 2035	01. 9. 2035	01. 10. 2035	01. 11. 2035	01. 12. 2035	01. 1. 2036	01. 2. 2036	01. 3. 2036	01. 4. 2036	01. 5. 2036	01. 6. 2036	01. 7. 2036	01. 8. 2036	01. 9. 2036	01. 10. 2036	01. 11. 2036
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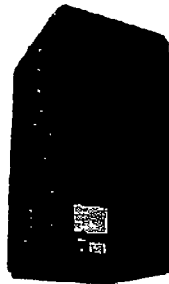
Outdoor UPS with voltage regulation

[illegible]

published in a special weather protection section. The equipment designed to be mounted on poles in urban parks and found in wild areas is called "urban weather protection equipment." This unit offers low-cost weather protection against wind, rain, snow, and hail. The equipment is designed to be mounted on poles in urban parks and found in wild areas is called "urban weather protection equipment." This unit offers low-cost weather protection against wind, rain, snow, and hail.

Typical applications

- Accurate and color are designed for pole mounting and blending in with the environment.
- Cabinet and color are designed for pole mounting and blending in with the environment.
- NEAR-IR (near infrared) cabinet.
- Pure sine wave output.
- Over/under-voltage protection.
- Wide temperature tolerances.
- Surge protection and power filtering.
- Automatic voltage regulation.
- Two year limited warranty.
- Batteries are covered by battery manufacturer's limited warranty.



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2. **Project Description:** The project involves the development of a new software application for managing customer data and sales performance. The application will be developed using Java and will be deployed on a web server.

[illegible]

NODE 4A						
OWNER/DEVELOPER						
nel SM SCM NETWORKS SYSTEMS						
3030 Westmarch Road Suite 340, Lake N. Bossard						
(ENGINEER)						
Gydes 4804 North 40th Street Sheboygan, WI 53083 Phone: (920) 459-2600						
CONTRACTOR						
Gydes 4804 North 40th Street Sheboygan, WI 53083 Phone: (920) 459-2600						
TITLE:						
FIBER OPTIC CUTO UTILITY POLE SHEBOYGAN, WI						
REVISIONS						
REV	DATE	DESCRIPTION	BY			
DRAWING NO.		JTO	JR	LAYOUT/CHECKED BY	N.T.S.	
PROJECT NUMBER		EXT/WI/L2001.0		NODE 4A		SHEET NUMBER
DATE DRAWING		09/05/13		N.T.S.		DRAWN
7 OF 10						

PROJECT MANAGER: _____

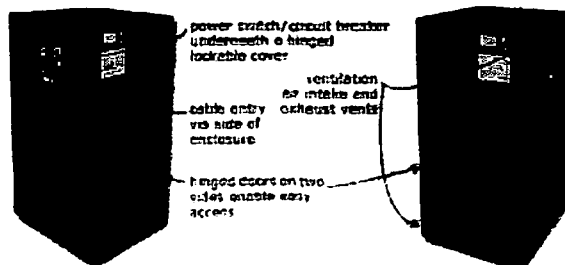
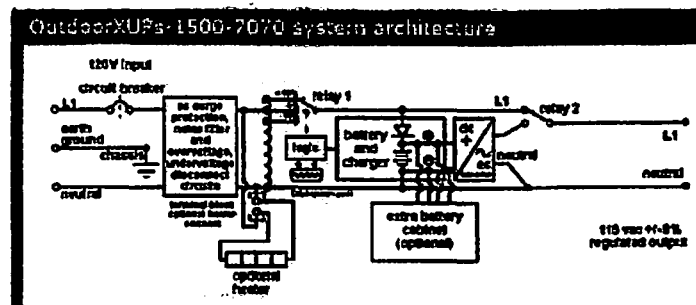
Specifications <i>Physical</i>	OutdoorXUPs-1500-7070
Dimensions Weight	13.5" (343mm) wide x 18.75" (476mm) deep x 30" (762mm) high. Without batteries: 88 lbs (44.5 kg). With batteries: 232 lbs (128 kg).
Travel features: Mounting and environmental considerations	Full weather NEMA-3R rated outdoor design. Pole-mount.
Operating and storage temperature	-10° to 45°C (14° to 113°F) ambient air temperature. -40° to +45°C (-40° to +113°F) with optional BH-6 battery heater. -60° to 60°C (-75° to 140°F) storage temperature.
Agency Compliance Standards	FCC part 15 Class A, NEMA-3R. Designed to cETLus - UL 60950-1/UL 1778 Fourth Edition and CSA C22.2 No. 107.3-03.

1. The information shown in this brochure is provided for informational purposes only. It is not intended to be used as a substitute for the actual product specifications. The information shown in this brochure is subject to change without notice. Please contact the manufacturer for the most current information.

**Outdoor
XUPs**



4 OutdoorXUPs-1500-7070
120 vac outdoor energy storage system



OutdoorXUPs-1500-7070 at a glance

Ready-to-ship outdoor UPS with non-intrusive maintenance
features (battery and charger) for pole-mount applications

- Wide ambient temperature range
sealed gel-cell batteries
-50° to 45°C (14° to 113°F)
-40° to +45°C (-40° to +113°F)
with optional BH-6 battery heater
- 1.1 hours @ 1400 watts load
- Microprocessor-controlled
20 kHz PWM sine wave inverter
- 115 vac +/- 5% output
from 95-140 vac input
without going to batteries
- Pole-mount
- Pure sine wave output
- Surge protection and
noise filtering



OutdoorXUPs-1500-7070 120 vac UPS with surge protection 1.1 hr @ 1400-1600-12 00 001

SEGMENT:
NODE 4A

OWNER/DEVELOPER

extel TM
YOUR NETWORK
SYSTEMS

2030 Warrville Road
Suite 340, Littleton, CO 80120

INSTALLER:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2800

CONTRACTOR:

Gabe's

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2800

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

REVISIONS			
REV	DATE	DESCRIPTION	BY

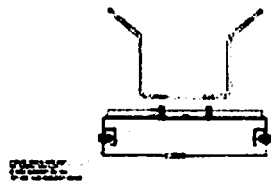
DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4A
DATE DRAWN	09/05/13
SCALE	N.T.S.

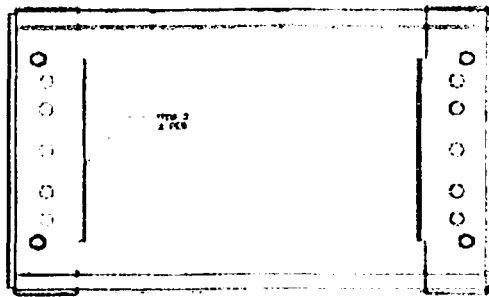
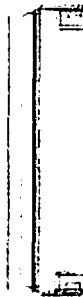
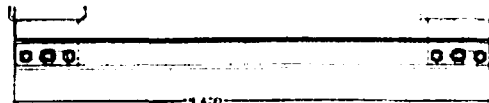
SHEET
8 of 10

ETI
ETI Power Corporation
11111 1st Avenue
Suite 100
Oak Creek, WI 53090
Phone: (414) 761-1111
Fax: (414) 761-1111
Email: sales@eti.com
Website: www.eti.com

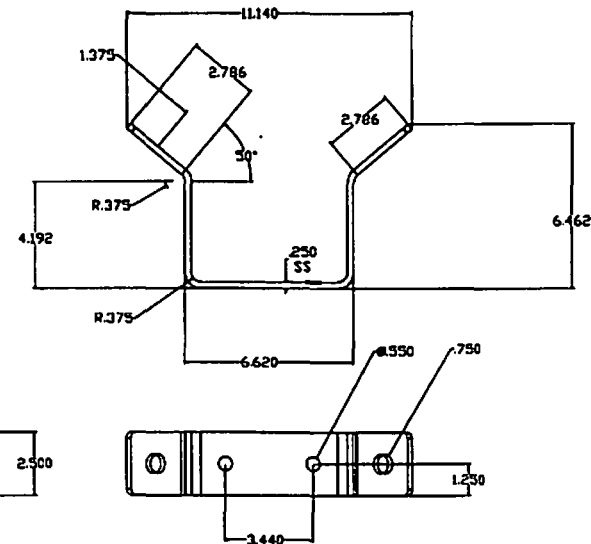
RADIO MOUNTING BRACKET ASSEMBLY



QTY:	PART NUMBER	DESCRIPTION
1	EXT00013	SINGLE ARM MOUNT
2	EXT00019	POLE BRACKET



POLE MOUNTING BRACKET

SEGMENT
NODE 4A

OWNER/DEVELOPER

3030 Worthington Road
Suite 340, Littleton, CO 80120

ENGINEER

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

CONTRACTOR

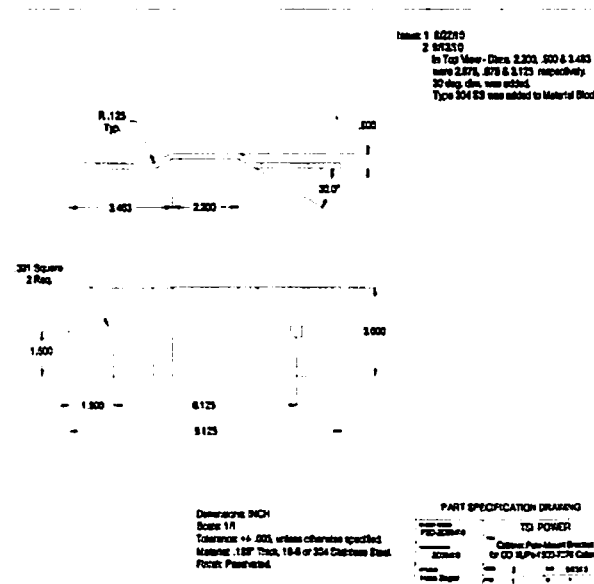
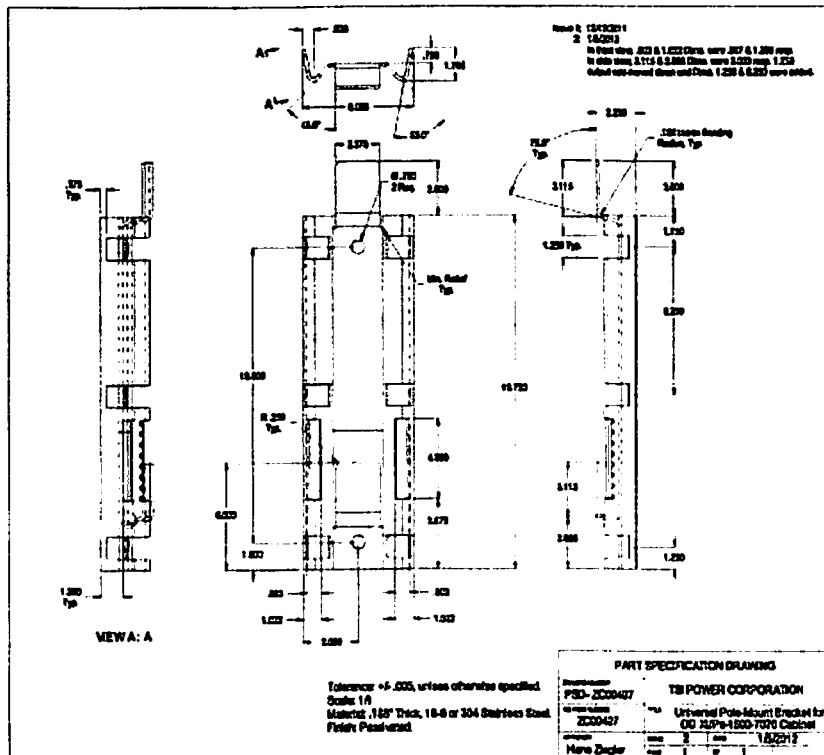
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS			
REV	DATE	DESCRIPTION	BY
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4A
DATE DRAWN	09/05/13
SCALE	N.T.S.

SHEET
9 of 10





November 26, 2013

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 December 2nd 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 Utility Pole (#PNT) located 194 feet West of WPL of N. 19th St. & 12 feet South of NPL of Erie Ave, Continue West, Southwest for 12 feet to a proposed ExteNet Meter Pedestal located 206 feet West of WPL of N. 19th Street & 12 feet South of NPL of Erie 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 December 2nd 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 script.

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

Enclosures

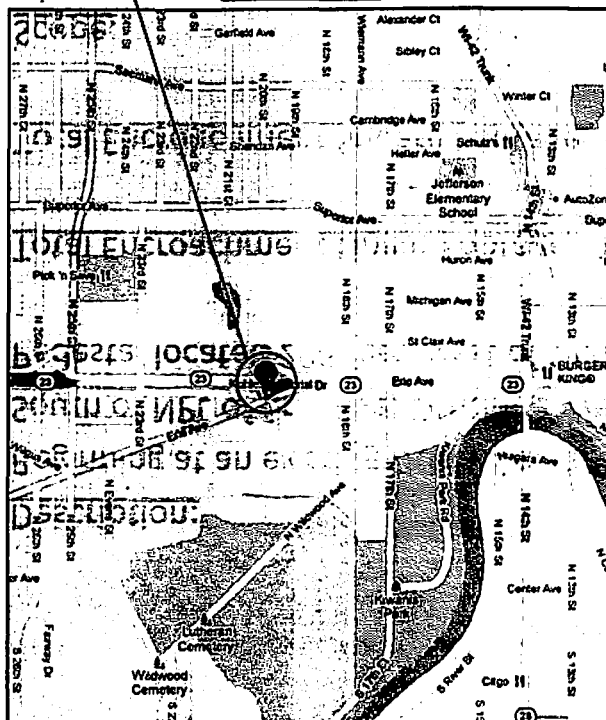


FIBER OPTIC NODE INSTALLATION
 ONTO UTILITY POLE
 NODE 4B - SHEBOYGAN, WI
 FRONT OF 2028 ERIE AVE

APPROVED
Ben Sullery

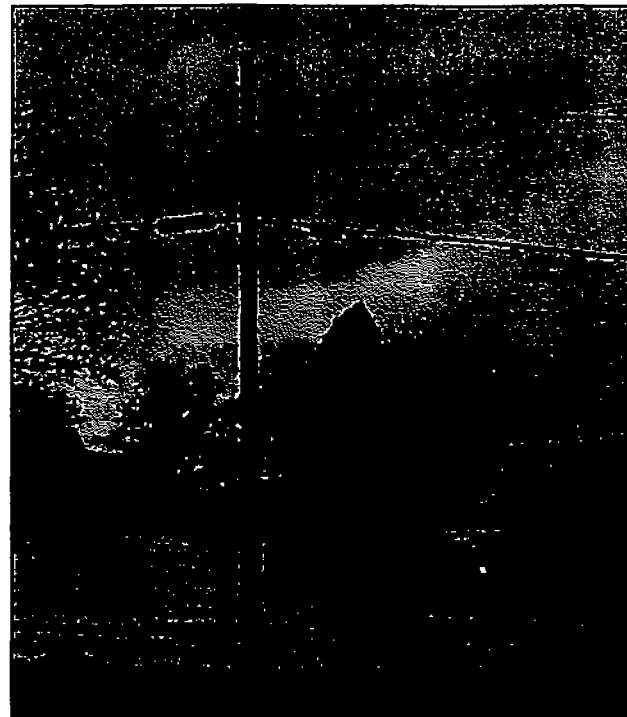
NODE - 4B

SITE LOCATION MAP



LATITUDE: 43.755683 LONGITUDE: -87.733635

SITE LOCATION PHOTO



SEGMENT
NODE 4B

OWNER/DEVELOPER



3030 Warrenville Road
 Suite 340, Lake, IL 60032

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE
 FIBER OPTIC NODE
 INSTALLATION ONTO UTILITY
 POLE
 SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4B
DRAWN DATE	09/05/13
SCALE	N.T.S.

SHEET
1 OF 10

Description:

Beginning at an existing Utility Pole (#PNT) located 194 feet West of WPL of N. 19th St. & 12 feet South of NPL of Erie Ave, Continue West, Southwest for 12 feet to a proposed Extenet Meter Pedestal located 206 feet West of WPL of N. 19th Street & 12 feet South of NPL of Erie Ave.

Total Encroachment Linear Footage: 12

Total Encroachment Square Footage: 12

Scope:

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

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT
NODE 4B

OWNER/DEVELOPER

3030 Weymouth Road
Suite 340, Lake, IL 60532

ENGINEER

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

CONTRACTOR

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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER: EXTW112001.0

FILE NUMBER: NODE 4B

DATE CHANGED: 10/14/13

SCALE: N.T.S.

SHEET: 2 OF 10

FRONT OF 2028 ERIE AVE

PROJECT MANAGER: _____

KOHLER MEMORIAL DR

N 19TH ST

FRONT OF 2028 ERIE AVE
 NODE 48
 PH - NO TAG
 CL 5 - 35'
 CATV RISER
 TEL - 19.5'
 TV DROP - 23'
 TEL DROP - 25.5'
 PT - 28.5'

ERIE AVE



SEGMENT
NODE 48

OWNER/DEVELOPER



3030 Monmouth Road
 Suite 340, Lima, IL 62532

ENGINEER



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

CONTRACTOR



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

TITLE:
 FIBER OPTIC NODE
 INSTALLATION ONTO UTILITY
 POLE
 FRONT OF 2028 ERIE AVE
 SHEBOYGAN, WI

REVISIONS		
REV	DATE	DESCRIPTION

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

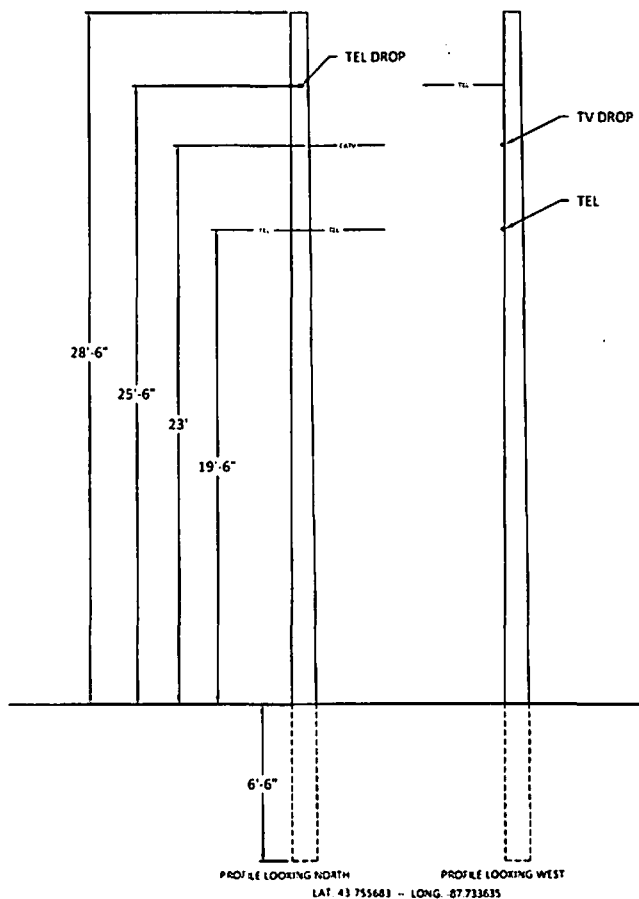
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FILE NUMBER	NODE 48
DATE DRAWN	09/05/13
SCALE	1" = 40'

SHEET
3 OF 10

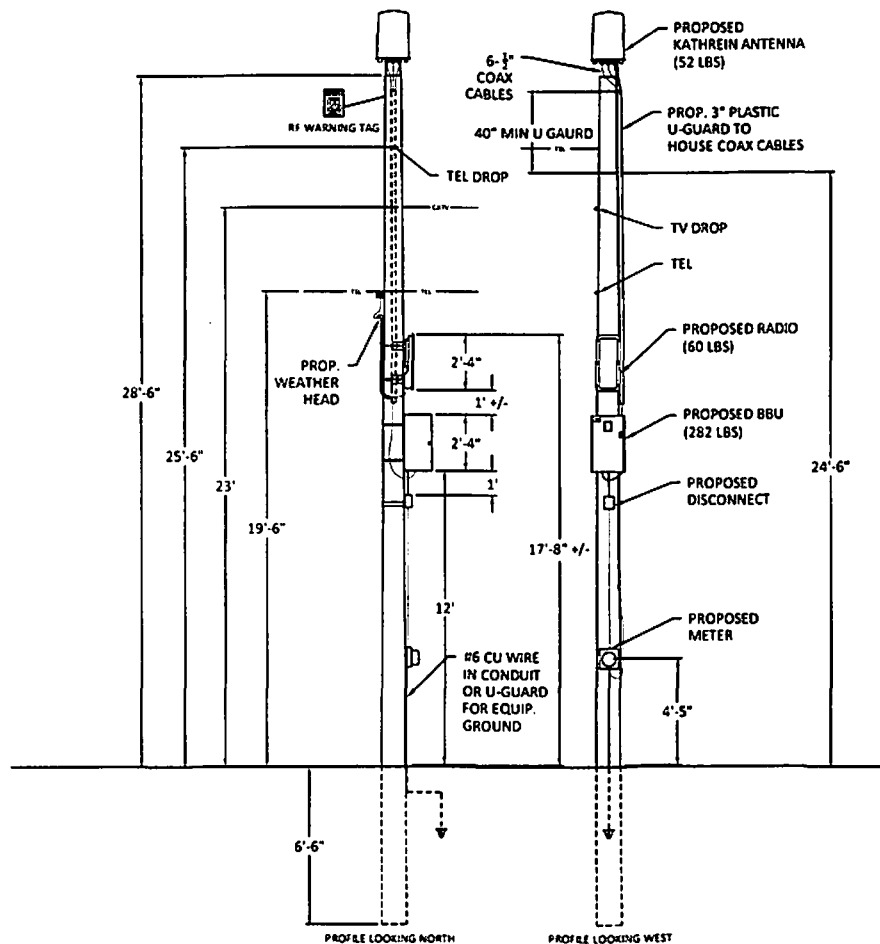
FRONT OF 2028 ERIE AVE

PROJECT MANAGER: _____

CL 5 - 35'



CL 5 - 35'



SEGMENT:
NODE 4B

OWNER/DEVELOPER



3030 Warrenville Road
Suite 340, Ulen, IL 60532

ENGINEER:

Gabe's

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

CONTRACTOR:

Gabe's

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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 2028 ERIE AVE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4B
DATE ISSUED	09/05/13
SCALE	1" = 5'

SHEET
4 OF 10



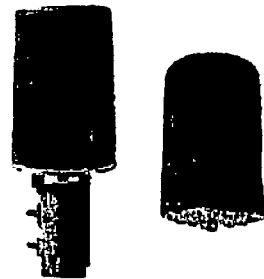
840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
698-694 MHz
1710-2170 MHz

Kathrein's dual band antennas are ready for 2G and 4G applications, covering all existing cellular bands as well as all spectrum under consideration for future systems.

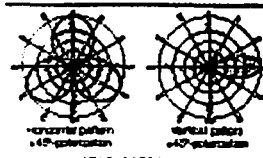
- Wide band operation
- Exceptional signal-to-noise character
- High strength fiberglass radome
- Full service antenna is independently available

General Specifications

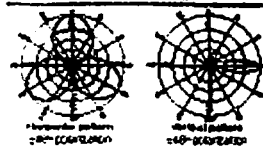
Frequency range	698-694 MHz 1710-2170 MHz
Power	+15 dB
Impedance	50 Ohm
Mounting bracket (optional)	Yes, +150 mm
Antenna type	+45° upper and lower band +45° upper and lower band
Connector	7/8" x 1/2" NPT (male)
Antenna dimensions	26.8 inches (682 mm) 13.9 inches (353 mm)
Antenna weight	15.5 lbs (7.0 kg)
Antenna diameter	13.9 inches (353 mm)
Wind load	24 mph (10 m/s)
Antenna diameter	13.9 inches (353 mm)
Wind load	24 mph (10 m/s)
Antenna diameter	13.9 inches (353 mm)
Wind load	24 mph (10 m/s)
Antenna diameter	13.9 inches (353 mm)
Wind load	24 mph (10 m/s)
Antenna diameter	13.9 inches (353 mm)
Wind load	24 mph (10 m/s)



698-694 MHz



1710-2170 MHz



Specifications	698-694 MHz	1710-2170 MHz	1710-2170 MHz	1710-2170 MHz	1710-2170 MHz
Gain	15.5 dB	15.5 dB	15.5 dB	15.5 dB	15.5 dB
Front to back ratio (dB)	+15 dB	+15 dB	+15 dB	+15 dB	+15 dB
Maximum wind load (mph)	24 mph (10 m/s)	24 mph (10 m/s)	24 mph (10 m/s)	24 mph (10 m/s)	24 mph (10 m/s)
Maximum wind load (m/s)	10 m/s	10 m/s	10 m/s	10 m/s	10 m/s
Maximum wind load (kN/m²)	0.5 kN/m²	0.5 kN/m²	0.5 kN/m²	0.5 kN/m²	0.5 kN/m²
Maximum wind load (lb/ft²)	32 lb/ft²	32 lb/ft²	32 lb/ft²	32 lb/ft²	32 lb/ft²
Maximum wind load (N/m²)	4.8 N/m²	4.8 N/m²	4.8 N/m²	4.8 N/m²	4.8 N/m²
Maximum wind load (kg/m²)	0.5 kg/m²	0.5 kg/m²	0.5 kg/m²	0.5 kg/m²	0.5 kg/m²
Maximum wind load (oz/ft²)	3.2 oz/ft²	3.2 oz/ft²	3.2 oz/ft²	3.2 oz/ft²	3.2 oz/ft²
Maximum wind load (lb/in²)	0.032 lb/in²	0.032 lb/in²	0.032 lb/in²	0.032 lb/in²	0.032 lb/in²
Maximum wind load (N/in²)	0.0048 N/in²	0.0048 N/in²	0.0048 N/in²	0.0048 N/in²	0.0048 N/in²
Maximum wind load (kg/in²)	0.0005 kg/in²	0.0005 kg/in²	0.0005 kg/in²	0.0005 kg/in²	0.0005 kg/in²
Maximum wind load (oz/in²)	0.032 oz/in²	0.032 oz/in²	0.032 oz/in²	0.032 oz/in²	0.032 oz/in²
Maximum wind load (lb/ft²)	3.2 lb/ft²	3.2 lb/ft²	3.2 lb/ft²	3.2 lb/ft²	3.2 lb/ft²
Maximum wind load (N/m²)	4.8 N/m²	4.8 N/m²	4.8 N/m²	4.8 N/m²	4.8 N/m²
Maximum wind load (kg/m²)	0.5 kg/m²	0.5 kg/m²	0.5 kg/m²	0.5 kg/m²	0.5 kg/m²
Maximum wind load (oz/ft²)	3.2 oz/ft²	3.2 oz/ft²	3.2 oz/ft²	3.2 oz/ft²	3.2 oz/ft²
Maximum wind load (lb/in²)	0.032 lb/in²	0.032 lb/in²	0.032 lb/in²	0.032 lb/in²	0.032 lb/in²
Maximum wind load (N/in²)	0.0048 N/in²	0.0048 N/in²	0.0048 N/in²	0.0048 N/in²	0.0048 N/in²
Maximum wind load (kg/in²)	0.0005 kg/in²	0.0005 kg/in²	0.0005 kg/in²	0.0005 kg/in²	0.0005 kg/in²
Maximum wind load (oz/in²)	0.032 oz/in²	0.032 oz/in²	0.032 oz/in²	0.032 oz/in²	0.032 oz/in²

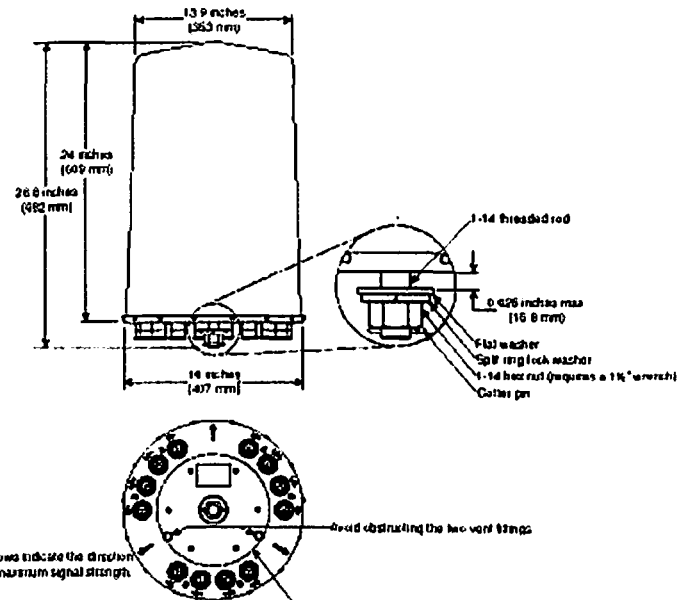


*Maximum gain is based on antenna performance in the 698-694 MHz band (698-694 MHz) and 1710-2170 MHz band (1710-2170 MHz) and is not a guarantee of performance in other bands and frequencies. See the Engineering Section of the catalog for further details.

Kathrein Inc., 10000 S. 10th Ave., Suite 100, Scottsdale, AZ 85260, USA. Phone: (480) 341-1700. Fax: (480) 341-1701. Email: sales@kathrein.com. Internet: www.kathrein.com



840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
698-694 MHz
1710-2170 MHz



Order Information

Model	Description
840 10515	Single Dualband 700 MHz X-pol Tri-sector Antenna
840 10516	Over Dualband 700 MHz X-pol Tri-sector Antenna

All specifications are subject to change without notice. The latest specifications are available at www.kathrein.com.
Kathrein Inc., SCA Division, P.O. Box 450, Scottsdale, AZ 85260, USA. Phone: (480) 341-1700. Fax: (480) 341-1701. Email: sales@kathrein.com. Internet: www.kathrein.com

SEGMENT
NODE 4B

OWNER/DEVELOPER



3030 Waverly Road
Suite 340, Tulsa, OK 74132

ENGINEER



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

CONTRACTOR



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

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

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
02			
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DATE	CREATED BY	APPROVED BY
10	JR	

PROJECT NUMBER: **EXTW112001.0**

FILE NUMBER: **NODE 4B**

DATE DRAWN: **09/05/13**

SCALE: **N.T.S.**

SHEET: **6 OF 10**

Outdoor XLPs

Pure sine wave | Wide temperature batteries | Voltage regulation

Outdoor UPS with voltage regulation

Outdoor XLPs Model
1500-7000
3000 VA
1500-4000
115 volt input
115 volt output
115/208V/240V
-15°C to +45°C
-50°C to +45°C
with optional
battery heater

The Outdoor UPS-1500-7000 UPS incorporates gel-cell wide temperature batteries, and is housed in a compact weather protected NEMA-3R enclosure designed to be mounted on a pole mounting bracket and blend in with the environment. This unit offers line-interactive automatic voltage regulation, surge protection with metal lightning, communications capability, and optional extended battery backup.

Key Outdoor XLPs benefits

Key for multiple RPI, this rugged UPS design, with temperature-controlled 20 liter size wave inverter, reduces the number of solid-state devices required for power conversion and is suitable for use in severe outdoor environments. Outdoor XLPs wide temperature batteries allow operation of the UPS system over a wide ambient temperature range. Optional battery heaters are available.

Built-in automatic voltage regulation provides a wide input voltage window which power is delivered without having to draw or exercise the batteries, thereby ensuring long battery life. 1.1 hours battery run-time at 1600W load.

Outdoor XLPs-1500-7000 UPS provides

The Outdoor XLPs-1500-7000 UPS provides automatic voltage regulation with surge protection and noise filtering, as well as the voltage regulation for an input voltage of 84-140VAC. The unit provides light and the connected load by switching to inverter when input voltage is outside input window.

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



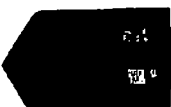
Typical applications

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

Key Outdoor XLPs features

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

Outdoor XLPs



Outdoor UPS with 100-1000VAC automatic voltage regulation, and with temperature



115 volt input, 115 volt output, 115/208V/240V, -15°C to +45°C, -50°C to +45°C, with optional battery heater

Outdoor XLPs-1500-7000

Outdoor XLPs-1500-7000

Outdoor XLPs-1500-7000

Outdoor XLPs-1500-7000

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SEGMENT:
NODE 4B

OWNER/DEVELOPER


net 1M
FOUR NETWORKS
SYSTEMS
3030 Wernersville Road
Suite 340, Little, R. 60532

ENGINEER


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

CONTRACTOR


Gabe's
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

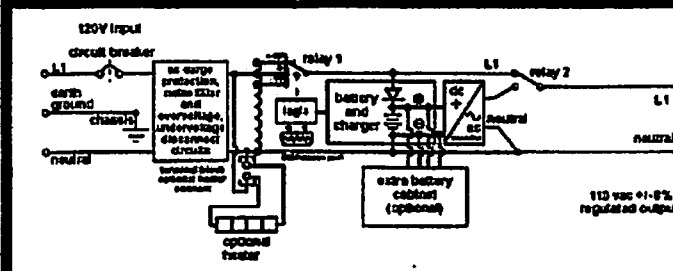
PROJECT NUMBER: **EXTW112001.0**FILE NUMBER: **NODE 4B**DATE DRAWN: **09/05/13**BY: **N.T.S.**SHEET: **8 OF 10**

Specifications	OutdoorXUPS-1500-7070
Physical	13.8" (349mm) wide x 18.75" (476mm) deep x 20" (508mm) high
Weight	Weight: 11.5 lbs (5.2 kg)
Mounting	100% weather NEMA-3R rated outdoor design
Operating and storage temperature	-10° to +45°C (14° to 113°F) without air temperature -40° to +45°C (-40° to +113°F) with optional EH-5 battery heater -40° to 60°C (-40° to 140°F) storage temperature - Duration of storage will determine the need for supplemental charge. - Capacity at elevated temperatures - Extended exposure to temperatures > 45°C may shorten battery life.
Agency Compliance	FCC part 15 Class A, NEMA-3R, Designed to cETLus - UL 60060-1UL1779 Fourth Edition and CSA C22.2 No. 107.3-00

**Outdoor
XUPS**

4 OutdoorXUPS Series
100 watt outdoor ultra-low-voltage power system

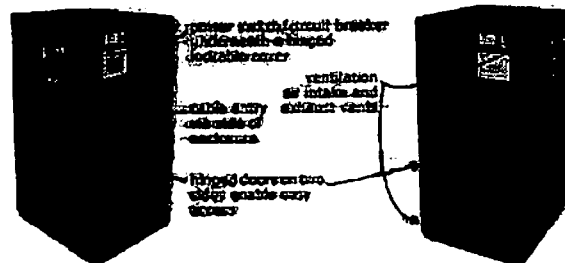
OutdoorXUPS-1500-7070 system architecture



OutdoorXUPS-1500-7070 at a glance

Heavy-duty outdoor XUPS with microprocessor-controlled output regulation and 100% weather NEMA-3R rated outdoor design

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

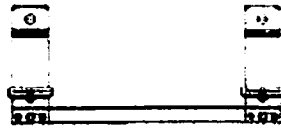
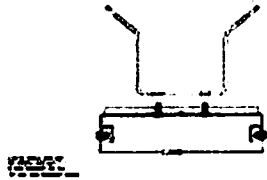


1000 West Park Ave
Sheboygan, WI 53083 USA
Tel: 920.459.2600
Fax: 920.459.2601
Email: info@net1m.com
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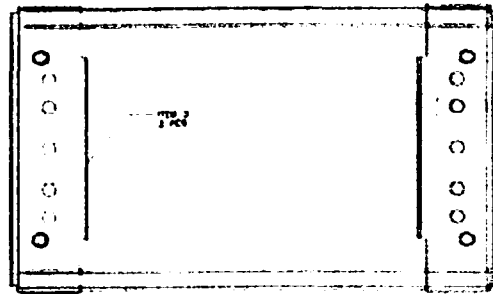
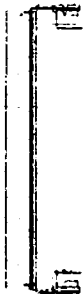
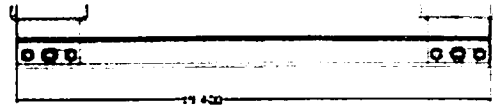


OutdoorXUPS Series 100 watt outdoor ultra-low-voltage power system

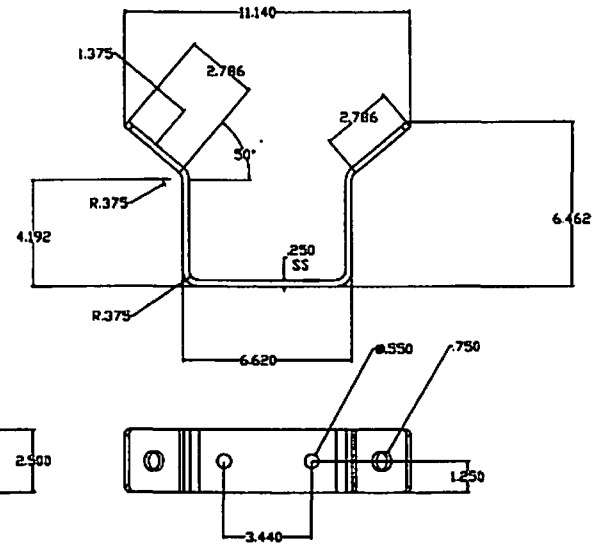
RADIO MOUNTING BRACKET ASSEMBLY



QTY	PART NUMBER	DESCRIPTION
1	EXT00009	NINETEEN INCH MOUNT
2	EXT00009	POLE BRACKET



POLE MOUNTING BRACKET

SEGMENT
NODE 4B

OWNER/DEVELOPER

3030 Warrsville Road
Suite 340, Union, IL 60532

ENGINEER

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

CONTRACTOR

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

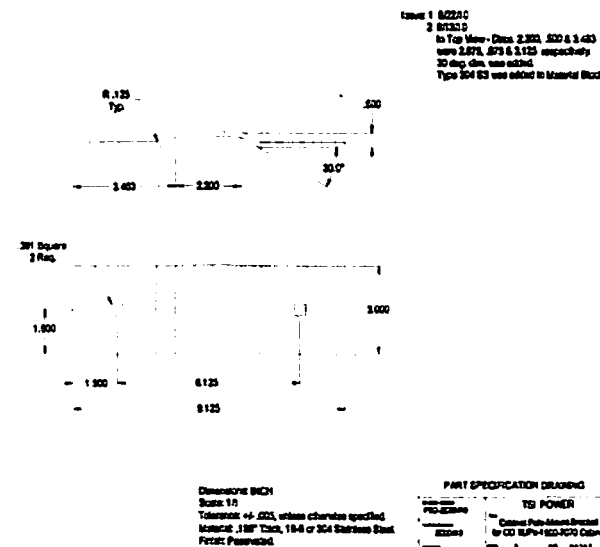
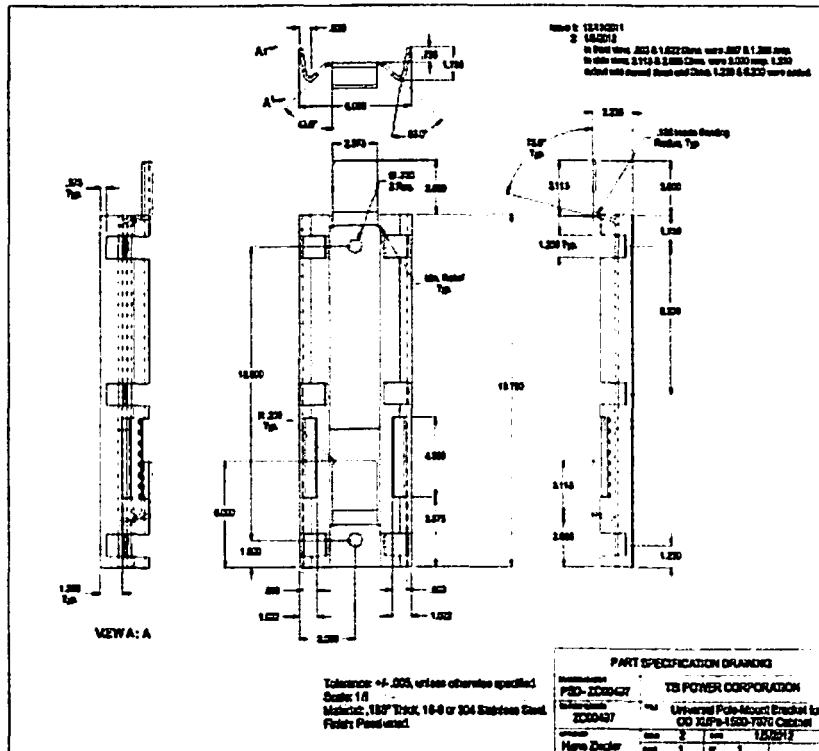
REVISIONS			
REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JD	JR	

PROJECT NUMBER	EXTW112001.0
FILE NUMBER	NODE 4B
DATE DRAWN	09/05/13
SCALE	N.T.S.

SHEET
9 OF 10

TSI BBU MOUNTING BRACKET ASSEMBLY



SEGMENT

NODE 4B

OWNER/DEVELOPER



3030 Weyburnville Road
Suite 340, Little Rock, AR 72207

ENGINEER.

Gabe's

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

CONTRACTOR

ACTOR

Gabe's

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

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

REVISIONS

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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTWI12001.0
FILE NUMBER	NODE 4B
DATE DRAWN	09/05/13
SCALE	N.T.S.

10 of: 10



November 26, 2013

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.

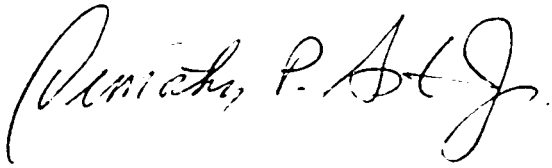
This specific request for an Encroachment is respectfully being made for the December 2nd meeting of the Sheboygan Common Council with the following project details:

- **Purpose:** Installation of new underground conduit structures and installation of Meter Pedestal within public right of way.
- **Scope:** Installation of approximately 207 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 (#15-23-34.2 9/36) located 5 feet West of WPL of S. 17th Street & 10 feet South of NPL of Ashland Ave., Continue West for 155 feet along Ashland Ave at 10 feet South of NPL. Cross Ashland Ave for 40 feet in a South direction at 160 West of WPL of S. 17th Street to a proposed ExteNet Meter Pedestal located 10 feet North of SPL of Ashland Ave. & 160 feet West of WPL of S. 17th Street, Continue East 12 feet to Alliant pole(#15-23-34.2 6/34) located 10 feet North of SPL of Ashland Ave. & 148 feet West of WPL of S. 17th Street.
- **Total Encroachment Linear Footage:** 207

- **Total Encroachment Square Footage: 207**

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 December 2nd 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



FIBER OPTIC NODE INSTALLATION
ONTO UTILITY POLE
NODE 11 - SHEBOYGAN, WI
FRONT OF 1704 ASHLAND AVE

Barb Smelly
CITY OF SHEBOYGAN ENGINEERING



SEGMENT

NODE 11

OWNER/DEVELOPER



3030 Wisconsin Road
Suite 340, Little, IL 60532

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

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JO	JR	

PROJECT NUMBER: EXTW12001.3

FILE NUMBER: NODE 11

DATE DRAWN: 09/10/13

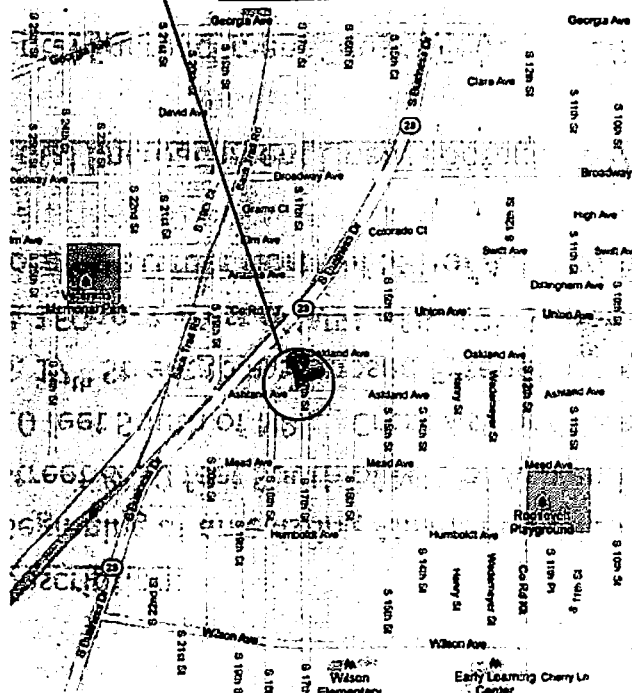
SCALE: N.T.S.

SHEET

1 OF 10

NODE - 11

SITE LOCATION MAP



LATITUDE: 43.729879 LONGITUDE: -87.728045

SITE LOCATION PHOTO



Description:

Beginning at an existing Alliant Pole (#15-23-34.2 9/36) located 5 feet West of WPL of S. 17th Street & 10 feet South of NPL of Ashland Ave., Continue West for 155 feet along Ashland Ave at 10 feet South of NPL. Cross Ashland Ave for 40 feet in a South direction at 160 West of WPL of S. 17th Street to a proposed Extenet Meter Pedestal located 10 feet North of SPL of Ashland Ave. & 160 feet West of WPL of S. 17th Street, Continue East 12 feet to Alliant pole(#15-23-34.2 6/34) located 10 feet North of SPL of Ashland Ave. & 148 feet West of WPL of S. 17th Street.

Total Encroachment Linear Footage: 207

Total Encroachment Square Footage: 207

Scope:

Install approximately 207 LF of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed meter pedestal from existing Alliant pole.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT:
NODE 11

OWNER/DEVELOPER

3230 Wornsville Road
Suite 340, Lake, IL 60532

ENGINEER

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

CONTRACTOR

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

TITLE

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

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JO	JR	

PROJECT NUMBER	EXTWI12001.3
FILE NUMBER	NODE 11
DRAWN	10/14/13
SCALE	N.T.S.

SHEET	2 OF 10
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SEGMENT
NODE 11

OWNER/DEVELOPER



3030 Warranville Road
Suite 340, Little, IL 60532

ENGINEER



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

CONTRACTOR:



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

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 1704 ASHLAND AVE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 11
DATE DRAWN	09/10/13
SCALE	1" = 30'

SHEET
3 OF 10

EXISTING CL 5 - 35'
(REPLACE WITH CL 3 - 45')

NODE 11
FRONT OF 1704 ASHLAND AVE
PH - S 15-23-34.2\9-36
CL 5 - 35'
ST SIGN - 7'
ST LT - 27'
DUPLEX - 27'-6"
PT - 28'

PLACE 1 - SCHEDULE 80 PVC FROM
POLE TO PROP. EXTENET POWER PED
(195' EASEMENT)

PROPOSED PED
PLACE 1 - SCHEDULE 80 PVC FROM
PROP. EXTENET POWER PED TO POLE
(12' FROM POLE TO PED)

RIG SET-UP

S 17TH ST

ASHLAND AVE

GRASS

S/W

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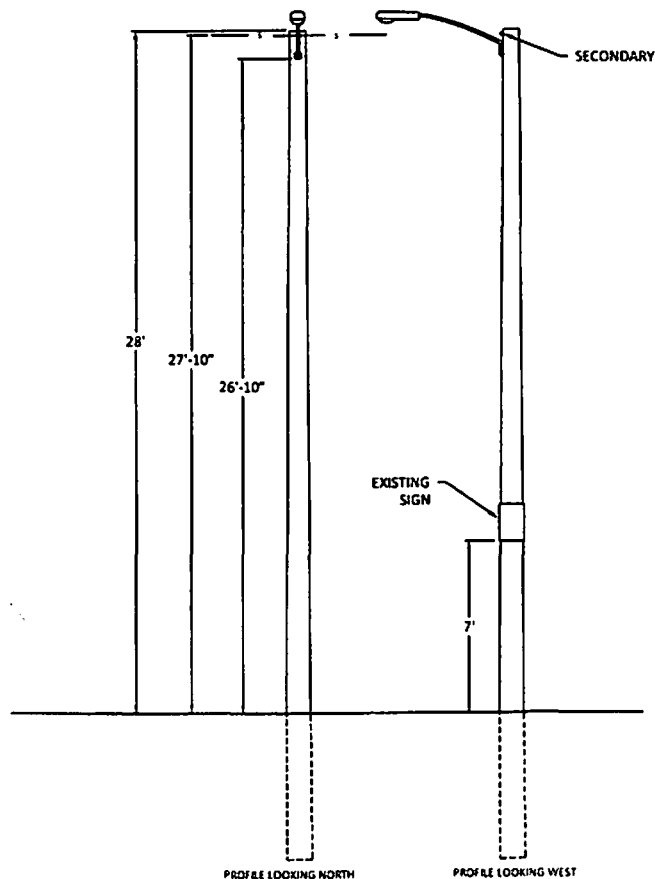
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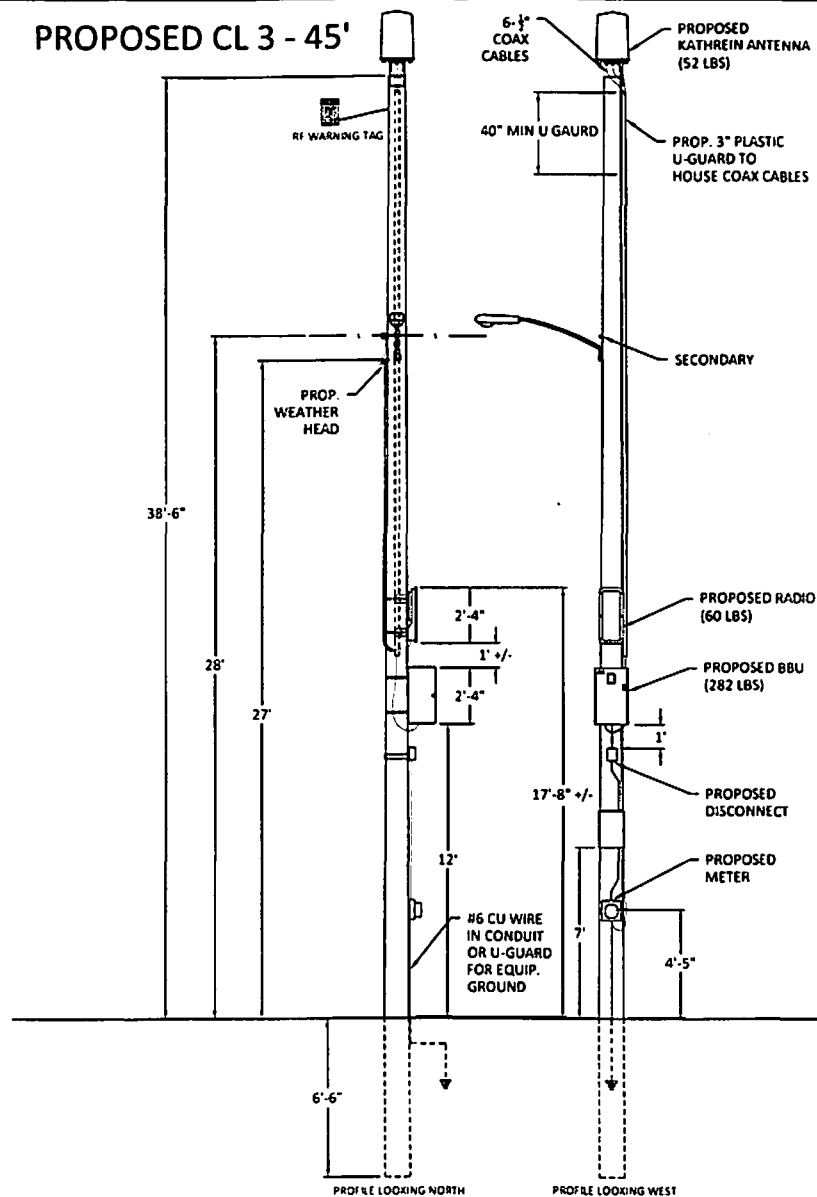
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S/W

EXISTING CL 5 - 35'



PROPOSED CL 3 - 45'



SEGMENT

NODE 11

OWNER/DEVELOPER

net
YOUR NETWORK.
SYSTEMS

3030 Warrsville Road
Suite 340, Littleton, CO 80120

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 1704 ASHLAND AVE
SHEBOYGAN, WI

REVISIONS			
REV	DATE	DESCRIPTION	BY

Drawn by	Checked by	Approved by
JO	JR	

PROJECT NUMBER: EXTW112001.3

FILE NUMBER: NODE 11

DATE DRAWN: 09/10/13

SCALE: 1" = 5'

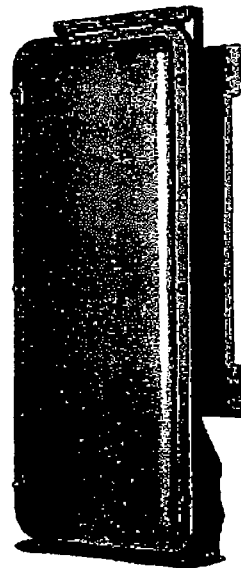
SHEET: 4 OF 10

DDV series

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

KEY FEATURES

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



DDV series

GENERAL SPECIFICATIONS

Model / Name	DDV100	DDV200	DDV300
Delay excluding optical fiber	100ns	100ns	100ns
Instantaneous Band Width	15MHz	15MHz	15MHz
Power Supply	Stand	85 - 264	VAC or VDC
Operating Temperature	-40°C to +85°C	-40°C to +85°C	-40°C to +85°C
Casing	IP65	IP65	IP65

OPTICAL SPECIFICATIONS

End Frequency range	1800 - 2200	1800 - 2200	1800 - 2200
Flatness	±0.5	±0.5	±0.5
Optical output power	100mW	100mW	100mW
DFB Laser output Wavelength	1550 - 1610	1550 - 1610	1550 - 1610
Optical output loss	10dB	10dB	10dB
Optical isolator	Yes	Yes	Yes
Maximum optical input power	10mW	10mW	10mW

SPECIFICATIONS DDV100(Single Band)

Power Consumption	15W	15W	15W
Dimensions	Width	100 x 100 x 20	100 x 100 x 20
Weight	1.5kg	1.5kg	1.5kg

SPECIFICATIONS DDV200(Dual Band)

Power Consumption	15W	15W	15W
Dimensions	Width	100 x 100 x 20	100 x 100 x 20
Weight	1.5kg	1.5kg	1.5kg

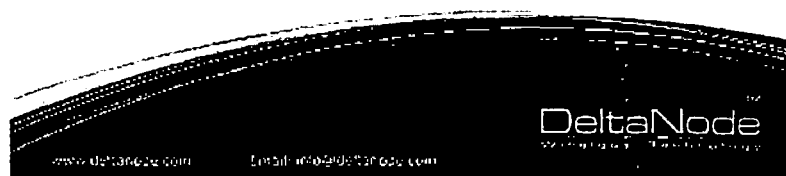
AVAILABLE PRODUCTS AMERICAN CELLULAR

Product	Frequency Range	Output Power	Power Consumption	Weight
DDV100	1850 - 1915	100mW	15W	1.5kg
DDV200	1850 - 1915	100mW	15W	1.5kg

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



Ref: 1109



SEGMENT
NODE 11

OWNER/DEVELOPER



3030 Wisconsin Road
Suite 340, Lake, IL 60532

ENGINEER



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

CONTRACTOR



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

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

REVISIONS			
REV	DATE	DESCRIPTION	BY
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 11
DATE CHANGED	09/10/13
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SHEET
5 of 10



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

Kathrein's dual band antennas are ready for 70 and 4G applications. Designed for existing wireless basis as well as 4G spectrum under construction with future systems

- Wide band operation
- Exceptional introduction characterizes
- High strength fiberglass housing
- Each antenna section is independently mountable

Technical Specifications

Frequency range	698-894 MHz 1710-2170 MHz
Power	< 151
Impedance	50 ohms
Antenna type (dipole)	30° x 30°
Reflector	< 10° upper and lower band < 10° upper and lower band
Connector	2 x 7/16 DIN female
Antenna dimensions	24 inches (609 mm) x 13.9 inches (353 mm) x 26.8 inches (682 mm)
Antenna weight	24 lbs (10.9 kg)
Mounting	30° x 30° x 30°
Antenna description	30° x 30° x 30°
Wind load	250 mph (402 km/h)
3 dB	250 mph (402 km/h)
Antenna weight	24 lbs (10.9 kg)
Antenna dimensions	24 inches (609 mm) x 13.9 inches (353 mm) x 26.8 inches (682 mm)
Antenna weight	24 lbs (10.9 kg)
Mounting	30° x 30° x 30°

See drawing B1 for additional information

Specifications	698-894 MHz	898-894 MHz	1710-2170 MHz	1710-2170 MHz	1710-2170 MHz
Gain	15.5 dBi	15.5 dBi	15.5 dBi	15.5 dBi	15.5 dBi
Front to back ratio	< 15 dB	< 15 dB	< 15 dB	< 15 dB	< 15 dB
Maximum wind speed	250 mph (402 km/h)	250 mph (402 km/h)	250 mph (402 km/h)	250 mph (402 km/h)	250 mph (402 km/h)
< 10° and < 10° connectors	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)
< 10° and < 10° connectors	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)
Connector type	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)	7/16 inch (44.5 mm)
Antenna weight	24 lbs (10.9 kg)	24 lbs (10.9 kg)	24 lbs (10.9 kg)	24 lbs (10.9 kg)	24 lbs (10.9 kg)
Antenna dimensions	24 inches (609 mm) x 13.9 inches (353 mm) x 26.8 inches (682 mm)	24 inches (609 mm) x 13.9 inches (353 mm) x 26.8 inches (682 mm)	24 inches (609 mm) x 13.9 inches (353 mm) x 26.8 inches (682 mm)	24 inches (609 mm) x 13.9 inches (353 mm) x 26.8 inches (682 mm)	24 inches (609 mm) x 13.9 inches (353 mm) x 26.8 inches (682 mm)

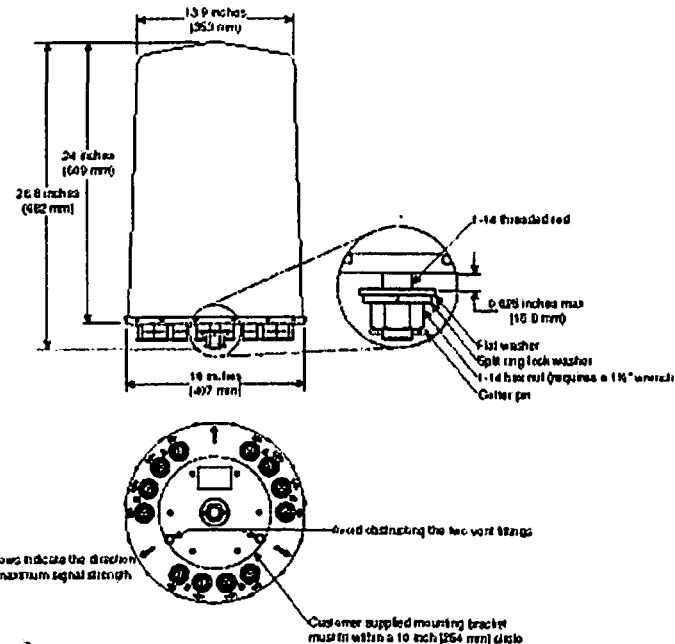


RoHS and REACH compliance information is provided on the antenna's label. The label is located on the back of the antenna. The label is located on the back of the antenna. The label is located on the back of the antenna.

Kathrein Inc., Sales Division, P.O. Box 100, Madison, OH 43040-0100, Phone: (614) 770-0000, Fax: (614) 770-0001
 Email: kathrein@kathrein.com Internet: www.kathrein.com



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



Order Information

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

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-usa.com.
 Kathrein Inc., Sales Division, P.O. Box 100, Madison, OH 43040-0100, Phone: (614) 770-0000, Fax: (614) 770-0001
 Email: kathrein@kathrein.com Internet: www.kathrein.com

SEGMENT			
NODE 11			
OWNER/DEVELOPER			
 3030 Worthington Road Suite 340, Little, IL 60532			
ENGINEER			
 4804 North 40th Street Sheboygan, WI 53083 Phone: (920) 459-2600			
CONTRACTOR			
 4804 North 40th Street Sheboygan, WI 53083 Phone: (920) 459-2600			
TITLE			
FIBER OPTIC NODE INSTALLATION ONTO UTILITY POLE SHEBOYGAN, WI			
REVISIONS			
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FILE NUMBER		NODE 11	
DATE CHANG		09/10/13	
SCALE		N.T.S.	
SHEET		6 of 10	

SEGMENT

NODE 11

OWNER/DEVELOPER



 3030 Waverly Road
 Suite 340, Little, R. 60532

ENGINEER



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

CONTRACTOR



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

TITLE:

 FIBER OPTIC NODE
 INSTALLATION ONTO UTILITY
 POLE
 SHEBOYGAN, WI

REVISIONS

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JR

PROJECT NUMBER: _____

FILE NUMBER: _____

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SCALE: _____

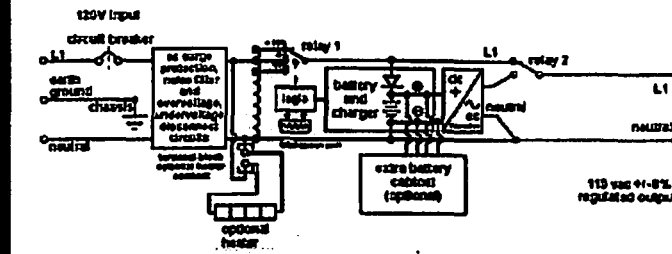
SHEET: _____

8 of 10

Specifications	OutdoorXUPs-1500-7070
Physical	
Dimensions	13.8" (343mm) wide x 16.78" (400mm) deep x 28" (711mm) high.
Weight	Weight: 22.5 lbs (10.2 kg) Max. Net Weight: 22.5 lbs (10.2 kg)
Material	Full weather NEMA-3R rated outdoor design
Maximum operating & storage temperature	
Operating and storage temperature	-10° to +45°C (-14° to +113°F) ambient air temperature -40° to +45°C (-40° to +113°F) with optional BH-6 battery heater. -60° to 60°C (-76° to 140°F) storage temperature * Duration of storage will determine the need for supplemental charge, especially at elevated temperatures. ** Extended exposure to temperatures > 45°C may shorten battery life.
Performance	
Autonomy	POC per 10 Class A, NEMA-3R Sealed Batteries - 0.1/0.060-0.1/0.1778 Panel Edition and 0.1/0.060-0.1/0.1778 Panel Edition

 OutdoorXUPs-1500-7070 system architecture
 OutdoorXUPs-1500-7070 system architecture
Outdoor
XUPs
 OutdoorXUPs-1500-7070 system architecture
 OutdoorXUPs-1500-7070 system architecture

OutdoorXUPs-1500-7070 system architecture



OutdoorXUPs-1500-7070 at a glance

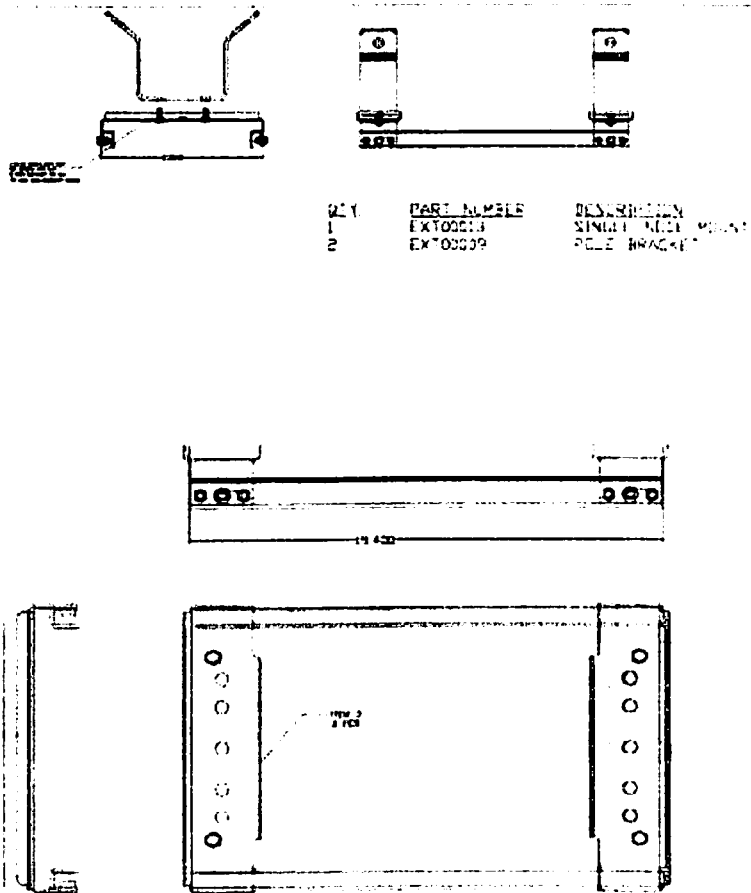
Fully autonomous with microprocessor-controlled automatic voltage regulation and extreme temperature protection.

- Wide ambient temperature range sealed gel-cell batteries: -10° to +45°C (-14° to +113°F); -40° to +45°C (-40° to +113°F) with optional BH-6 battery heater
- 1.1 hours @ 1400 watts load
- Microprocessor-controlled 20 kHz PWM sine wave inverter
- 115 vac +/- 8% output from 95-140 vac input without going to batteries
- Pole-mount
- Pure sine wave output
- Surge protection and noise filtering

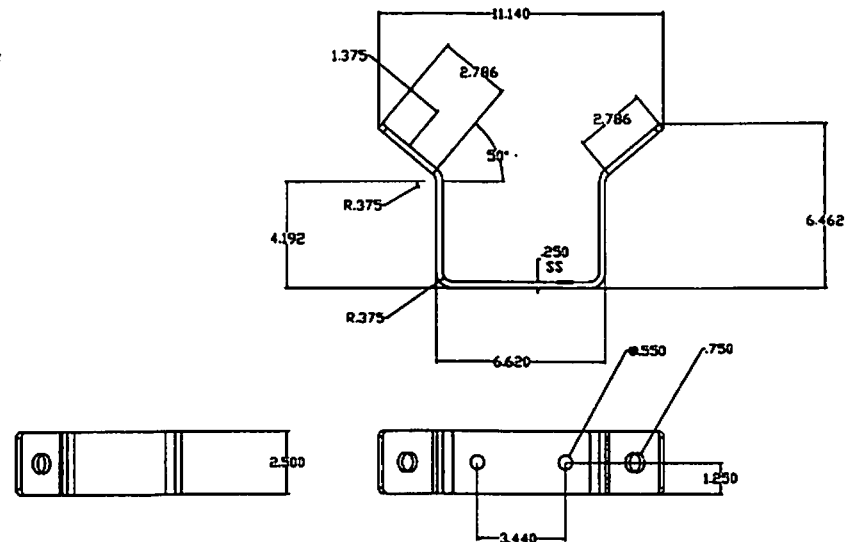

 OutdoorXUPs-1500-7070 system architecture
 OutdoorXUPs-1500-7070 system architecture

 1500 Power Corporation
 1100 West Park Drive
 Appleton, WI 54911 USA
 800 878 3702 (USA only)
 Phone: +1 920 623 0200
 Fax: +1 920 623 3426
 1500 Power Corp.
 Appleton, WI 54911 USA
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RADIO MOUNTING BRACKET ASSEMBLY



POLE MOUNTING BRACKET

SEGMENT
NODE 11

OWNER/DEVELOPER

3030 Warranda Road
Suite 340, Little, IL 60532

ENGINEER

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

CONTRACTOR

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

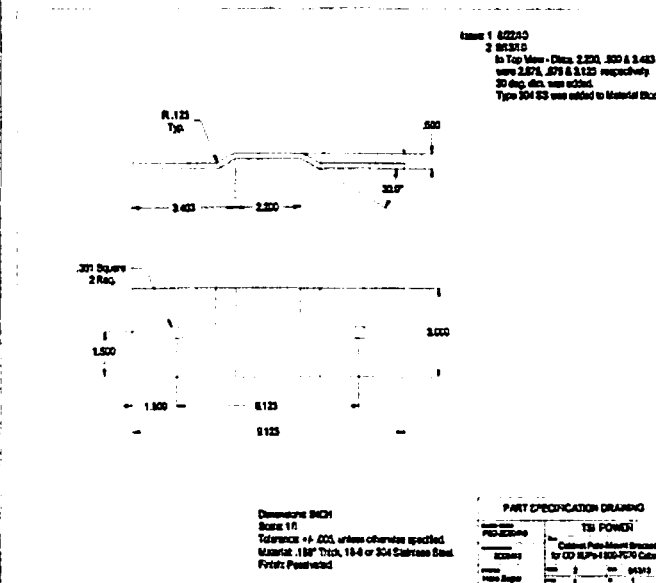
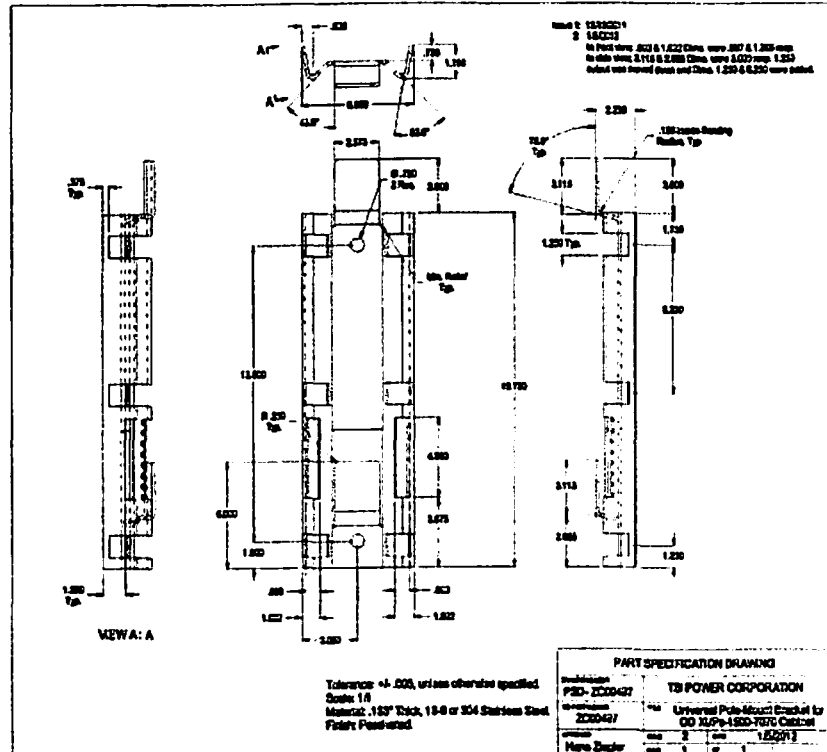
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 11
DATE DRAWN	09/10/13
SCALE	N.T.S.

SHEET
9 of 10

TSI BBU MOUNTING BRACKET ASSEMBLY

SEGMENT
NODE 11

OWNER/DEVELOPER

3030 Warrenville Road
Suite 340, Lisle, IL 60532

ENGINEER

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

CONTRACTOR

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
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DESIGNED BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER: EXTW112001.3

FILE NUMBER: NODE 11

DATE DRAWN: 09/10/13

SCALE: N.T.S.

SHEET: 10 OF 10



November 26, 2013

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

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,

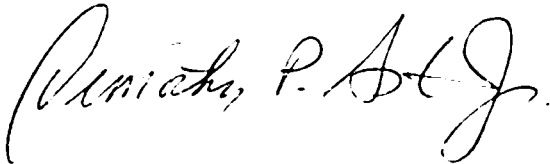
Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications 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 December 2nd 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 56 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 (#15-23-24.7 36/13) located 12 feet South of NPL of Swift Ave. & 3 feet West of EPL of S. 14th St., Continue North for 56 feet along East side of S. 14th St. to a proposed ExteNet Meter Pedestal located 44 feet North of NPL of Swift Ave. & 10 feet West of EPL of S. 14th Street.
- **Total Encroachment Linear Footage:** 56
- **Total Encroachment Square Footage:** 56

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 December 2nd 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 script.

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

Enclosures



FIBER OPTIC NODE INSTALLATION
ONTO UTILITY POLE
NODE 12 - SHEBOYGAN, WI
FRONT OF 1334 SWIFT AVE

PROJECT MANAGER:

Ben Smiley
CITY OF SHEBOYGAN ENGINEERING



SEGMENT
NODE 12

OWNER/DEVELOPER



3030 Warranville Road
Suite 540, Lake, IL 60532

ENGINEER



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

CONTRACTOR



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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

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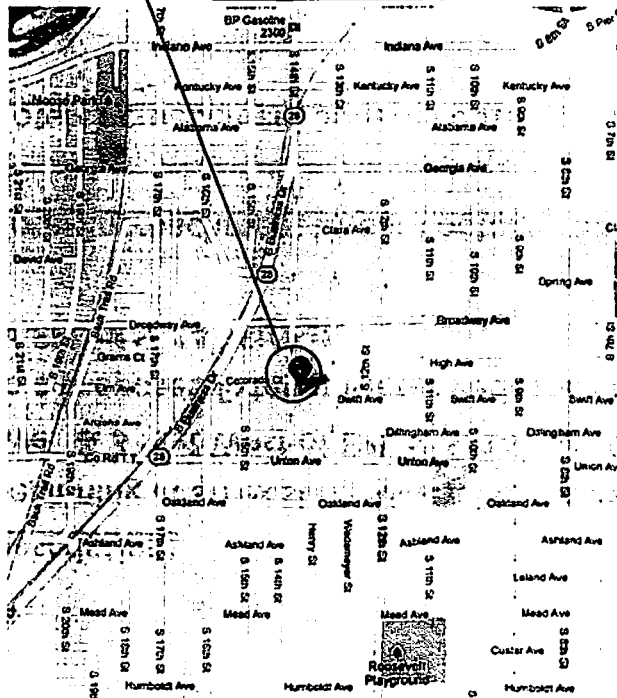
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JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 12
DATE DRAWN	09/10/13
SCALE	N.T.S.

1 OF 10

NODE - 12

SITE LOCATION MAP



LATITUDE: 43.733749 LONGITUDE: -87.722936

SITE LOCATION PHOTO



Description:

Beginning at an existing Alliant Pole (#15-23-24.7 36/13) located 12 feet South of NPL of Swift Ave. & 3 feet West of EPL of S. 14th St., Continue North for 56 feet along East side of S. 14th St. to a proposed Extenet Meter Pedestal located 44 feet North of NPL of Swift Ave. & 10 feet West of EPL of S. 14th Street.

Total Encroachment Linear Footage: 56

Total Encroachment Square Footage: 56

Scope:

Install approximately 56 LF of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed meter pedestal from existing Alliant pole.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT: **NODE 12**

OWNER/DEVELOPER

3230 Wauwata Road
Suite 340, Litch, IL 60532

ENGINEER

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

CONTRACTOR

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE: FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

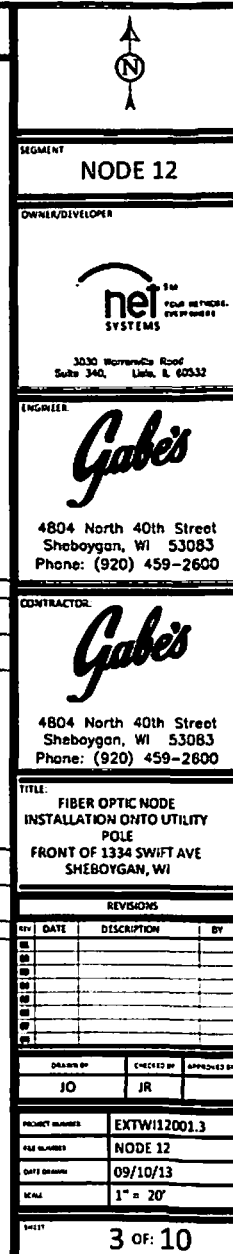
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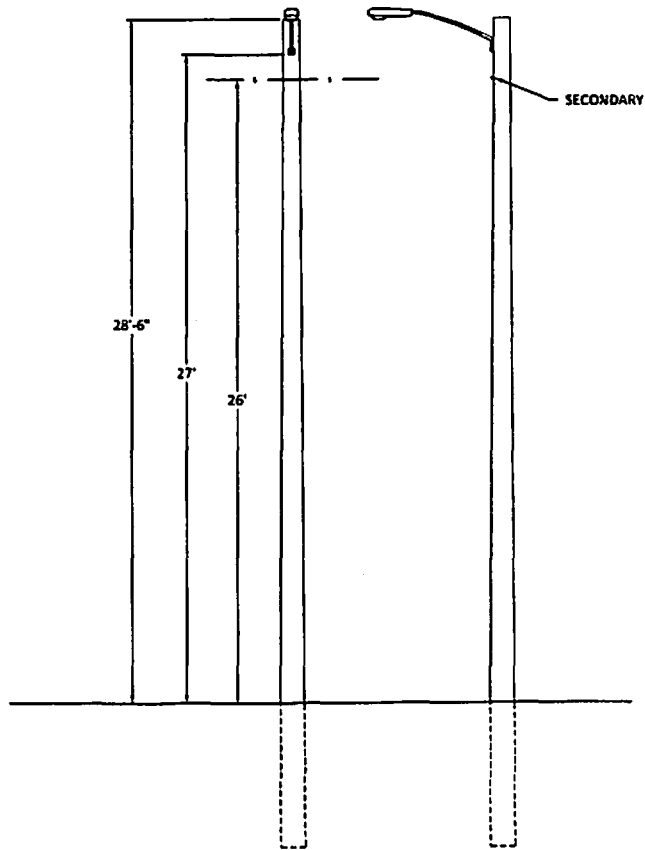
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JO	JR	

PROJECT NUMBER	EXTW112001.3
PIN NUMBER	NODE 12
DATE DRAWN	10/14/13
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SHEET
2 OF 10

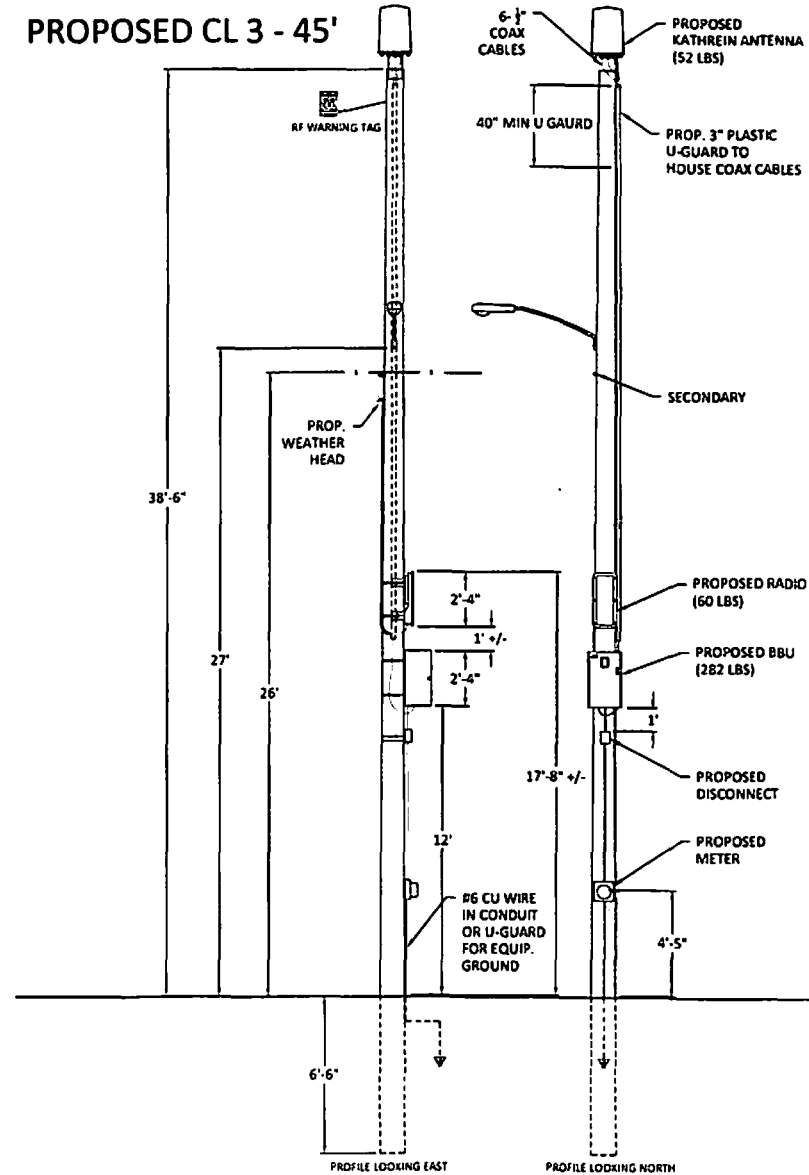


EXISTING CL 5 - 35'



LAT. 43.733749 -- LONG. -87.722936

PROPOSED CL 3 - 45'



SEGMENT: NODE 12

OWNER/DEVELOPER



3030 WORTHINGTON ROAD
Suite 340, Lake, IL 60032

ENGINEER



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

CONTRACTOR:



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

TITLE: FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 1334 SWIFT AVE
SHEBOYGAN, WI

REVISIONS			
REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER: EXTW112001.3

FILE NUMBER: NODE 12

DATE DRAWN: 09/10/13

SCALE: 1" = 5'

SHEET: 4 OF 10

DDV series

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

KEY FEATURES

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



DDV series

GENERAL SPECIFICATIONS

Radio Head	170mm	87mm	40mm
Delay excluding optical fiber		40ns	ns
Power Supply	12V	25-28V	VAC or VDC
Operating Temperature	-30°C	55°C	
Casing		IP65	

OPTICAL SPECIFICATIONS

Flatness	0.1	mm
DFB Laser output Wavelength	1525-1550	nm
Optical Isolator	20	dB
Maximum optical input power	0dBm destructive	10

SPECIFICATIONS DDV00(Single Band)

Frequency	900-1900	MHz
Dimensions	170x87x40	mm

SPECIFICATIONS DDV200(Dual Band)

Frequency	900-1900	MHz
Dimensions	170x87x70	mm

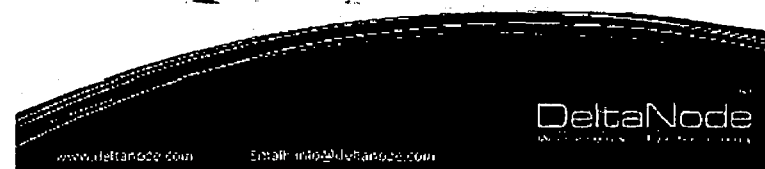
AVAILABLE PRODUCTS AMERICAN CELLULAR

System	Frequency	Power	Bandwidth	Modulation
PCS1900	1850-1915	15W	1.4	QPSK

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



Ref 11-01

SEGMENT
NODE 12

OWNER/DEVELOPER



ENGINEER

Gabe's

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

CONTRACTOR:

Gabe's

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

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

REVISIONS

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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTWI12001.3
FILE NUMBER	NODE 12
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SCALE	N.T.S.

SHEET
5 of 10



840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
 698-694 MHz
 1710-1710 MHz

Kathrein's dual band antennas are ready for 75 and 45 applications, covering all existing wireless bands as well as all future wireless applications for future systems.

- Wide band operation
- Exceptional engineering and design
- High strength lightweight frame
- Each antenna section is independently adjustable

General Specifications

Frequency range	698-694 MHz 1710-1710 MHz
Power	45 dB
Impedance	50 Ohm
Mounting (mm)	100 x 100 mm
Material	Aluminum and stainless steel
Connection	1/2" x 1/4" (mm)
Dimensions (mm)	100 x 100 x 100 mm
Weight	1.5 kg (3.3 lb)
Operating temperature	-40°C to +70°C
Storage temperature	-40°C to +70°C
Humidity	95% RH
Wind load	150 mph (240 km/h)
Sealing	IP68
Mounting dimensions	100 x 100 x 100 mm
Mounting weight	1.5 kg (3.3 lb)
Mounting	See general specifications for details

See general specifications for details

Specifications	698-694 MHz	1710-1710 MHz	1710-1710 MHz	1710-1710 MHz	1710-1710 MHz
Gain	15 dBi	15 dBi	15 dBi	15 dBi	15 dBi
Front-to-back ratio	> 20 dB	> 20 dB	> 20 dB	> 20 dB	> 20 dB
Return loss	< 0.5 dB	< 0.5 dB	< 0.5 dB	< 0.5 dB	< 0.5 dB
Impedance match	< 0.5 dB	< 0.5 dB	< 0.5 dB	< 0.5 dB	< 0.5 dB
Power handling	100 W	100 W	100 W	100 W	100 W
Operating temperature	-40°C to +70°C	-40°C to +70°C	-40°C to +70°C	-40°C to +70°C	-40°C to +70°C
Storage temperature	-40°C to +70°C	-40°C to +70°C	-40°C to +70°C	-40°C to +70°C	-40°C to +70°C
Humidity	95% RH	95% RH	95% RH	95% RH	95% RH
Wind load	150 mph	150 mph	150 mph	150 mph	150 mph
Sealing	IP68	IP68	IP68	IP68	IP68
Mounting dimensions	100 x 100 x 100 mm	100 x 100 x 100 mm	100 x 100 x 100 mm	100 x 100 x 100 mm	100 x 100 x 100 mm
Mounting weight	1.5 kg	1.5 kg	1.5 kg	1.5 kg	1.5 kg
Mounting	See general specifications for details	See general specifications for details	See general specifications for details	See general specifications for details	See general specifications for details

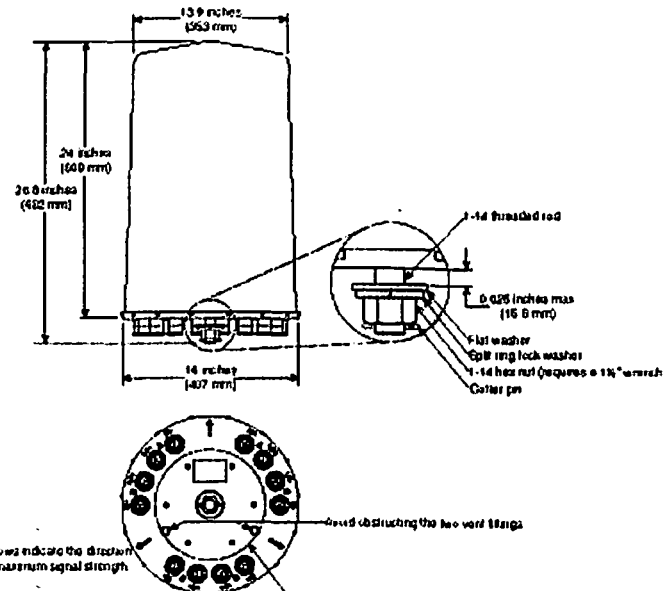


"Kathrein's dual band antennas are ready for 75 and 45 applications, covering all existing wireless bands as well as all future wireless applications for future systems."

KATHREIN SCALES DIVISION, 1000 S. 1000 E. ST., SUITE 100, TULSA, OK 74119-1000
 Email: sales@kathrein-scales.com Internet: www.kathrein-scales.com



840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
 698-694 MHz
 1710-1710 MHz



Order Information

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

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-scales.com.
 Kathrein Scales Division, P.O. Box 1000, Tulsa, OK 74119-1000. Phone: (918) 779-6900. Fax: (918) 779-6991.
 Email: sales@kathrein-scales.com Internet: www.kathrein-scales.com

MOMENT
NODE 12

OWNER/DEVELOPER



3030 W. 10th Street
 Suite 340, Tulsa, OK 74119

ENGINEER



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

CONTRACTOR



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

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

REVISIONS			
REV	DATE	DESCRIPTION	BY
01			
02			
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER: EXTW12001.3

FILE NUMBER: NODE 12

DATE DRAWN: 09/10/13

SCALE: N.T.S.

SHEET: 6 OF 10

SEGMENT:

NODE 12

OWNER/DEVELOPER



 3030 Wornout Road
 Suite 340, Lisle, IL 60532

ENGINEER



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

CONTRACTOR



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

TITLE:

 FIBER OPTIC NODE
 INSTALLATION ONTO UTILITY
 POLE
 SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
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CREATED BY	CHECKED BY	APPROVED BY
JD	JR	

PROJECT NUMBER: EXTW112001.3

JOB NUMBER: NODE 12

DATE DRAWN: 09/10/13

SCALE: N.T.S.

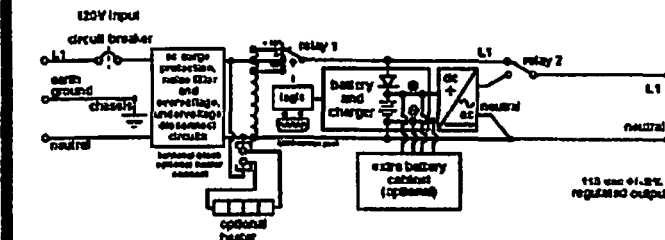
SHEET: 8 OF 10

Specifications	OutdoorXUPS-1500-7070
Physical	13.5" (343mm) wide x 18.75" (476mm) deep x 29" (737mm) high
Material	100% recycled polycarbonate (UL 94V-0)
Weight	100 lbs (45 kg)
Mounting	Full weather NEMA-3R rated outdoor design
Environmental	Polymount
Operating temperature	-10° to +45°C (-14° to 113°F) ambient air temperature
Storage temperature	-40° to +45°C (-40° to +113°F) with optional BH-5 battery heater
	-40° to +60°C (-76° to 140°F) storage temperature
	* Duration of storage will determine the need for supplemental charge, especially at elevated temperatures.
	** Extended exposure to temperatures > 45°C may shorten battery life.
Humidity	5% to 95% non-condensing
Agency	FCC part 15 Class A, NEMA-3R
Standards	Designed to UL 800-UL 1778 Fourth Edition and CSA C22.2 No. 107.3-05

OutdoorXUPS-1500-7070 is a heavy-duty outdoor UPS with a sealed gel-cell battery and a microprocessor-controlled 20 kHz PWM sine wave inverter. It is designed for use in a variety of applications, including as a backup power source for fiber optic nodes.

Outdoor
XUPS
 4. net 1500 WUPS 1500W
 123 vac outdoor utility installation & power system

OutdoorXUPS-1500-7070 system architecture



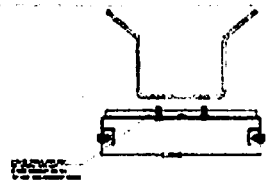
OutdoorXUPS-1500-7070 at a glance

Heavy-duty outdoor UPS with a sealed gel-cell battery and a microprocessor-controlled 20 kHz PWM sine wave inverter. It is designed for use in a variety of applications, including as a backup power source for fiber optic nodes.

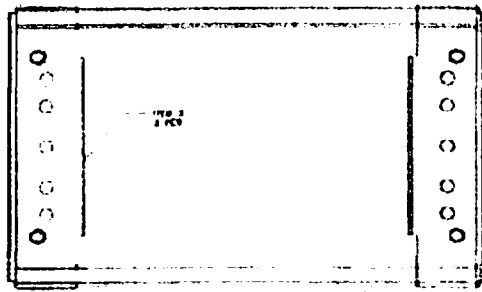
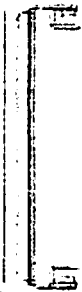
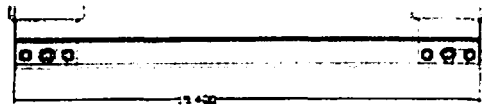
- Wide ambient temperature range sealed gel-cell batteries
- 10° to +45°C (-14° to 113°F)
- 40° to +45°C (-40° to +113°F) with optional BH-5 battery heater
- 1.1 hours @ 1400 watts load
- Microprocessor-controlled 20 kHz PWM sine wave inverter
- 115 vac +/- 8% output from 95-140 vac input without going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


 1102 Pioneer Corporation
 1102 West Pierce Ave
 Appleton, WI 54911 USA
 Phone: +1 920 625 9100
 Fax: +1 920 625 2126
 1001 @Gabe.com
 when faxed only
 Copyright © 2010 Gabe

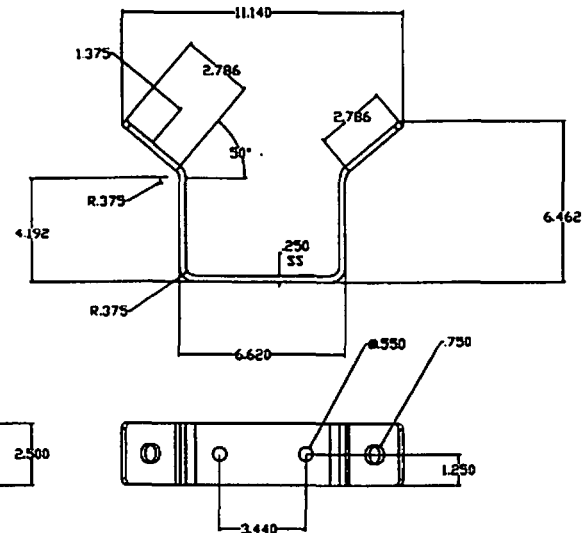
RADIO MOUNTING BRACKET ASSEMBLY



QTY	PART NUMBER	DESCRIPTION
1	EXT00009	SINGLE MOUNT
2	EXT00009	POLE BRACKET



POLE MOUNTING BRACKET

SEGMENT
NODE 12

OWNER/DEVELOPER

3030 Waverly Road
Suite 340, Lake, IL 60532

ENGINEER

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

CONTRACTOR

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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

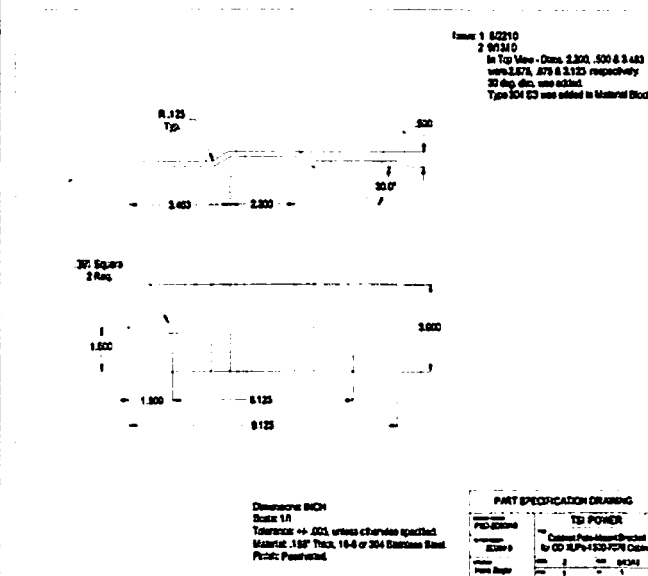
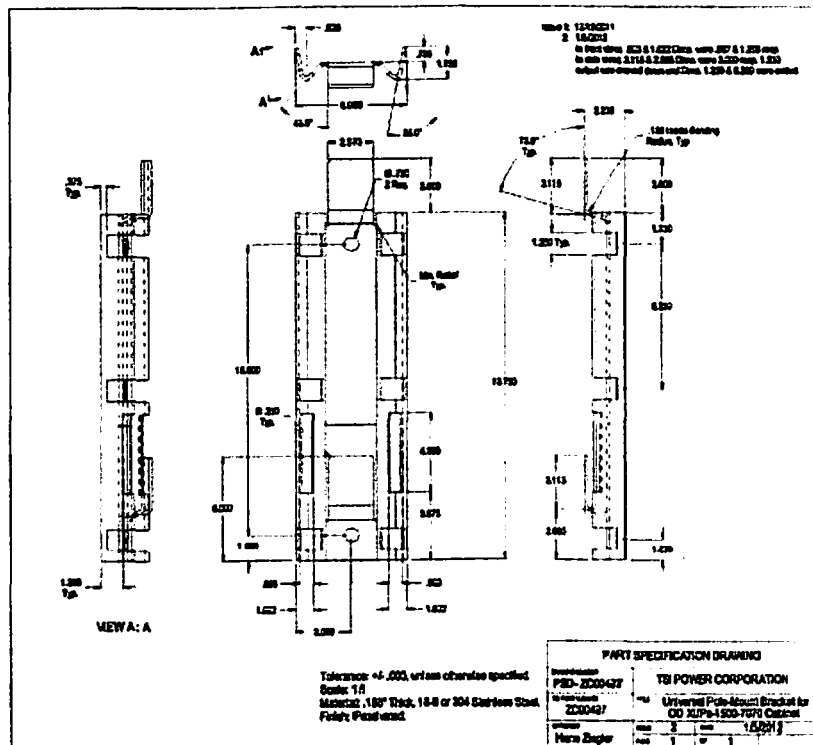
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 12
DATE DRAWN	09/10/13
SCALE	N.T.S.

14117
9 OF 10

TSI BBU MOUNTING BRACKET ASSEMBLY

**SEGMENT**

NODE 12

OWNER/DEVELOPER



3030 Waterwise Road
Suite 340 Little Rock, AR 72532

ENGINEER (A)

Gabe's

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

CONTRACTOR

TRACTOR:

Gabe's

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

TITLE

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

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DATE	INITIALS	APPROVED
10	JR	

PROJECT NUMBER: EXTW112001.3

PLJ 10/08/2019	NODE 12
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DATE DRAWN	09/10/13
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DC:AM	N.T.S.
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November 26, 2013

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.

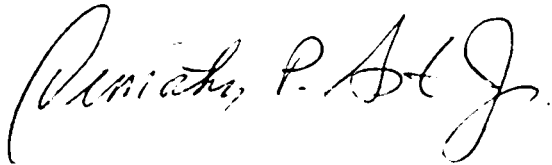
This specific request for an Encroachment is respectfully being made for the December 2nd meeting of the Sheboygan Common Council with the following project details:

- **Purpose:** Installation of new underground conduit structures and installation of Meter Pedestal within public right of way.
- **Scope:** Installation of approximately 164 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 (#PNT) located 17 feet West of EPL of S. 15th Street & 2 feet North of SPL of Georgia Ave, Continue South along East side of S. 15th Street for 146 feet to a proposed ExteNet Meter Pedestal located 144 feet South of SPL of Georgia Ave. & 12 feet West of EPL of S. 15th Street, Continue East for 18 feet to an existing Alliant Pole located in utility easement at 6 East of EPL of S. 15th Street & 144 feet South of NPL of Georgia Ave.
- **Total Encroachment Linear Footage:** 164

- **Total Encroachment Square Footage: 164**

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 December 2nd 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



FIBER OPTIC NODE INSTALLATION
ONTO UTILITY POLE
NODE 13 - SHEBOYGAN, WI
FRONT OF 1435 GEORGIA AVE

Brian Smully
CITY OF SHEBOYGAN ENGINEERING



SEGMENT
NODE 13

OWNER/DEVELOPER



3030 Wisconsin Road
Suite 340, Uptown, WI 53083

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

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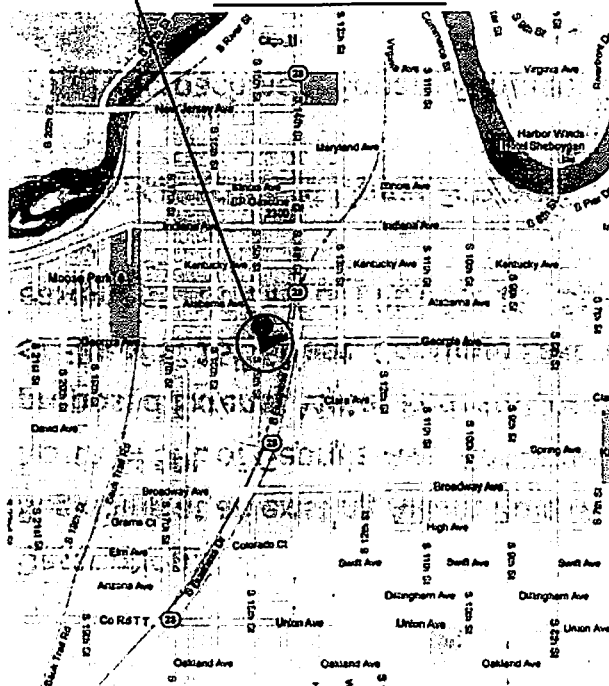
DRAWN BY	CHECKED BY	APPROVED BY
JD	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 13
DATE CHG	09/11/13
WAVE	N.T.S.

14171
1 OF 10

NODE - 13

SITE LOCATION MAP



LATITUDE: 43.739823 LONGITUDE: -87.724507

SITE LOCATION PHOTO



Description:

Beginning at an existing Alliant Pole (#PNT) located 17 feet West of EPL of S. 15th Street & 2 feet North of SPL of Georgia Ave, Continue South along East side of S. 15th Street for 146 feet to a proposed Extenet Meter Pedestal located 144 feet South of SPL of Georgia Ave. & 12 feet West of EPL of S. 15th Street, Continue East for 18 feet to an existing Alliant Pole located in utility easement at 6 East of EPL of S. 15th Street & 144 feet South of NPL of Georgia Ave.

Total Encroachment Linear Footage: 164

Total Encroachment Square Footage: 164

Scope:

Install approximately 164 LF of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed meter pedestal from existing Alliant pole.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT:
NODE 13

OWNER/DEVELOPER

3230 Weymouth Road
Suite 340, Lake, IL 60532

ENGINEER

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

CONTRACTOR

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

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

REVISIONS

REV	DATE	DESCRIPTION	BY
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 13
DATE CHANGED	10/14/13
SCALE	N.T.S.

SHEET
2 of 10



SEGMENT:

NODE 13

OWNER/DEVELOPER



3030 Warrandale Road
Suite 340, Eden, IL 60532

ENGINEER



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

CONTRACTOR:



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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 1435 GEORGIA AVE
SHEBOYGAN, WI

REVISIONS

NO	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER: **EXTW112001.3**

FILE NUMBER: **NODE 13**

DATE DRAWN: **09/11/13**

SCALE: **1" = 30'**

SHEET
3 OF 10

EXISTING CL 5 - 35'
(REPLACE WITH CL 3 - 45')

NODE 13
FRONT OF 1435 GEORGIA AVE
CL 5 - 35'
ST LT - 28'
DUPLEX - 28'-8"
PT - 29'

S 15TH ST

40' 80' GEORGIA AVE

0+00
SD
0+16
0+18
0+22
ST. SIGN

PLACE 1 - SCHEDULE 80 PVC FROM
POLE TO PROP. EXTENET POWER PED
(146' EASEMENT)

PLACE 1 - SCHEDULE 80 PVC FROM
PROP. EXTENET POWER PED TO POLE
(18' EASEMENT)

**PROPOSED PED
LOCATION**

ALLEY

ALLEY

S/W

GRASS

S/W

GRASS

40'

3'

10'

1+44

1+58

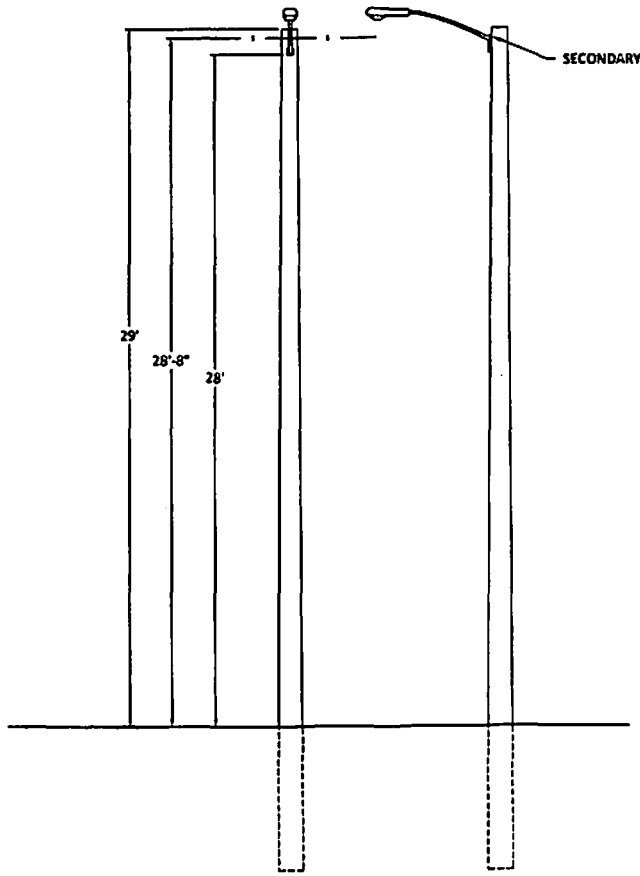
1+64

1+61

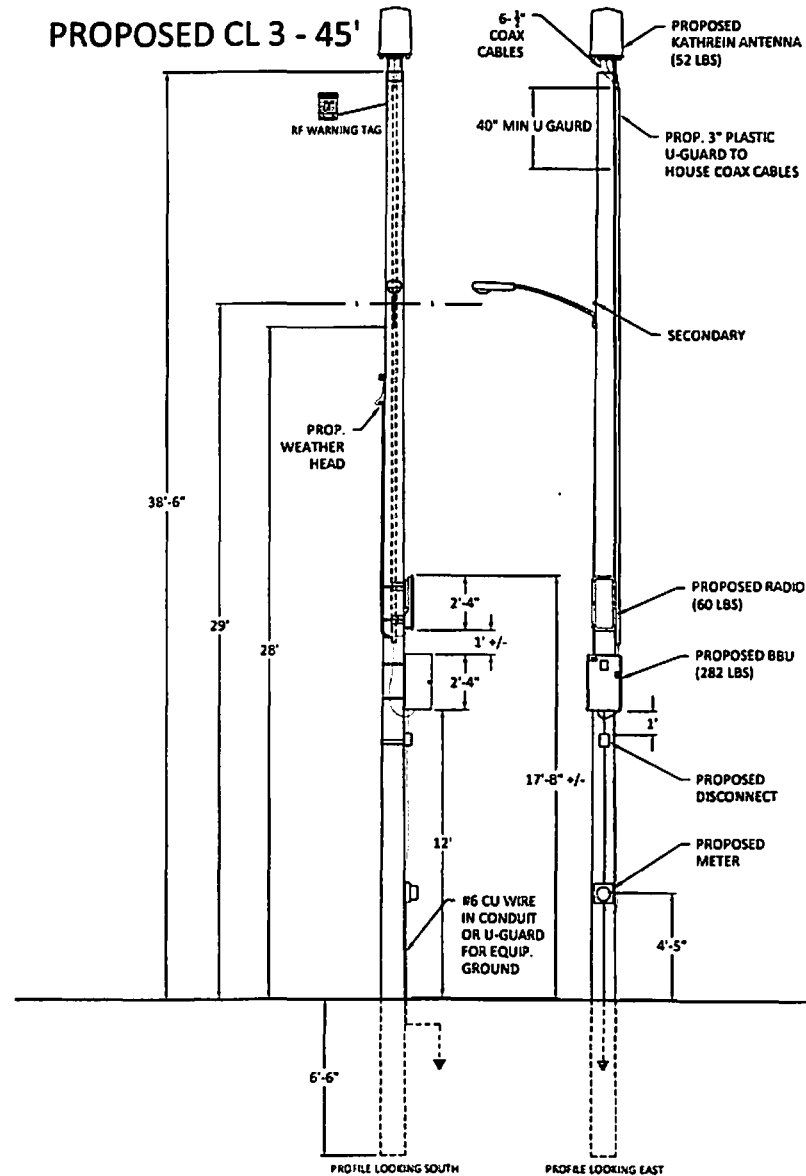
10'

80'

EXISTING CL 5 - 35'



PROPOSED CL 3 - 45'



SEGMENT
NODE 13

OWNER/DEVELOPER



3030 Wornville Road
Suite 340, Lake & 60532

ENGINEER



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

CONTRACTOR:



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

TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 1435 GEORGIA AVE
SHEBOYGAN, WI

REVISIONS			
NO.	DATE	DESCRIPTION	BY

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JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 13
DATE DRAWN	09/11/13
SCALE	1" = 5'

SHEET
4 OF 10

DDV series

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

KEY FEATURES

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



DDV series

GENERAL SPECIFICATIONS

Power amplifier	Class	3	2
Delay excluding optical fiber		< 0.5	ns
Power consumption	100W	150W	180W
Power Supply	At site	85 ~ 264	VAC or VDC
Operating temperature		-40 ~ 70	°C
Casing		IP65	

OPTICAL SPECIFICATIONS

Optical interface	FC/APC	LC/APC	SC/APC
Flatness		± 3	µm
Optical loss	100m	150m	180m
Optical output wavelength		1550 ± 10	nm
Optical input power	100m	150m	180m
Optical isolation	100m	150m	180m
Maximum optical input power	100m	150m	180m

SPECIFICATIONS DDV100(Single Band)

Power amplifier	Class	3	2
Delay		< 0.5	ns
Power consumption	100W	150W	180W
Power Supply	At site	85 ~ 264	VAC or VDC
Operating temperature		-40 ~ 70	°C
Casing		IP65	

SPECIFICATIONS DDV200(Dual Band)

Power amplifier	Class	3	2
Delay		< 0.5	ns
Power consumption	100W	150W	180W
Power Supply	At site	85 ~ 264	VAC or VDC
Operating temperature		-40 ~ 70	°C
Casing		IP65	

AVAILABLE PRODUCTS, AMERICAN CELLULAR

Product	Frequency	Power	Power	Power
DDV100	1550 ~ 1815	150W	180W	200W
DDV200	1550 ~ 1815	150W	180W	200W

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



Ref: 11-01

SEGMENT: **NODE 13**

OWNER/DEVELOPER

3030 Wornoutte Road
Suite 340, Ueda, IL 60532

ENGINEER

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

CONTRACTOR:

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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
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DRAWN BY	CHECKED BY	APPROVED BY
JD	JR	

PROJECT NUMBER: **EXTW112001.3**FILE NUMBER: **NODE 13**DATE DRAWN: **09/11/13**SCALE: **N.T.S.**SHEET: **5 of 10**

KATHREIN SCALA DIVISION

840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
668-894 MHz
1710-2170 MHz

- Kathrein's dual band antennas are ready for 2G and 4G applications, covering all existing mobile bands as well as all future 4G mobile communication systems
- Wide band operation
 - Exceptional performance characteristics
 - High strength fiberglass radome
 - Easy antenna section & independent installation

General specifications

Frequency range	668-894 MHz 1710-2170 MHz
VSWR	< 1.5
Impedance	50 Ohms
Installation (diameter)	1600 mm (63 inches)
Mounting	• 1/4" upper and lower band • 1/4" upper and lower band
Dimensions	12 x 12 x 12 inches
Weight	12 lbs (5.4 kg)
Material	Aluminum
Finish	Black
Operating temperature	-40°C to +70°C
Storage temperature	-40°C to +70°C
Humidity	5% to 95% non-condensing
Wind load	150 mph (241 km/h)
Seal	IP68
Mounting bracket	Customer supplied
Mounting	Customer supplied

See drawing for additional information

Specifications	668-894 MHz	1710-2170 MHz	700-1200 MHz	1450-1900 MHz	1910-2170 MHz
Gain	14.5 dBi	14.5 dBi	14.5 dBi	14.5 dBi	14.5 dBi
Front to back ratio	> 16 dB	> 16 dB	> 16 dB	> 16 dB	> 16 dB
Maximum wind power	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)
Maximum wind power	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)
Maximum wind power	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)
Maximum wind power	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)
Maximum wind power	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)
Maximum wind power	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)
Maximum wind power	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)	150 watts (100 W)

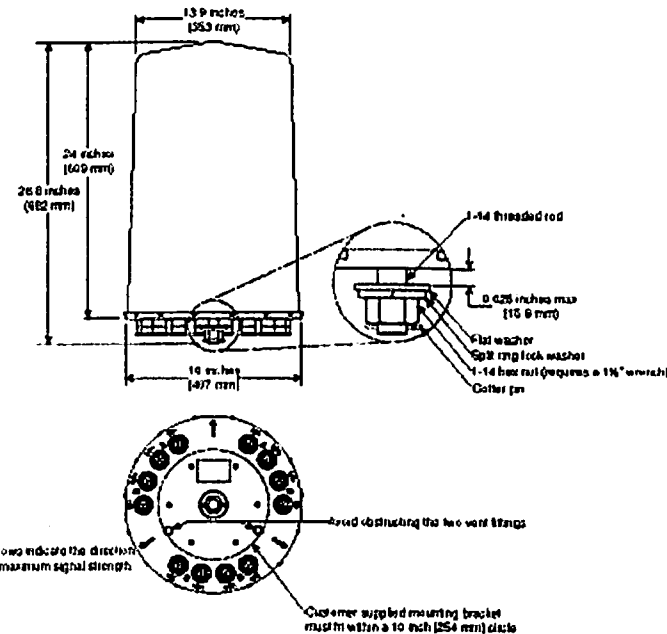


*Maximum gain is based on antenna dimensions and is not a guarantee of performance. For more information, please contact your local distributor or visit our website at www.kathrein.com.

Kathrein Inc., Scala Division, P.O. Box 450, Medford, OR 97504, USA. Phone: (541) 779-6500 Fax: (541) 779-6999
Email: communications@kathrein.com Internet: www.kathrein-scala.com

KATHREIN SCALA DIVISION

840 10515 840 10516
Dualband 700 MHz X-pol Tri-sector Antenna
668-894 MHz
1710-2170 MHz



Order Information

Model	Description
840 10515	Basic Dualband 700 MHz X-pol Tri-sector Antenna
840 10516	Only Dualband 700 MHz X-pol Tri-sector Antenna

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-scala.com
Kathrein Inc., Scala Division, P.O. Box 450, Medford, OR 97504, USA. Phone: (541) 779-6500 Fax: (541) 779-6999
Email: communications@kathrein.com Internet: www.kathrein-scala.com

SEGMENT

NODE 13

OWNER/DEVELOPER



3030 Reynolds Road
Suite 340, Little, IL 60532

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY
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DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER: EXTW112001.3

FILE NUMBER: NODE 13

DATE CHANG: 09/11/13

SCALE: N.T.S.

SHEET: 6 of 10

[illegible]

The Cullis/Danby PE-1500-7070 USG incorporates a built-in, programmable microprocessor which is housed in a compact weather protected NEMA-3R enclosure designed to be mounted on a pole mounting bracket and blind to wall protection. This unit offers time-intensive automatic voltage regulation, surge protection and real-time monitoring of power quality, and optional enhanced battery backup.

W&W. Einmalstrolch & Co. Buchverlage

laced for multiple R4, 8330 rugged UPS design, with multiple-passion-cooled, 200-240 VAC line sensitive, reduces the number of solid-state devices required for power conversion and is suitable for use in severe outdoor environments. Outdoor XLPS, with temperature batteries allow operation of the UPS system over a wide ambient temperature range. Optional battery modules are available.

Butler Industries' voltage regulator provides a wide input voltage window with which power is delivered without having to shut or exercise the batteries, thereby ensuring long battery life. 1.1 horse battery runs at 1400W load.

The OLS regression, $Y = 1500 + 0.001935X$, provides automatic voltage regulation with surge protection and noise clamping, as well as the 80–140 V regulation for an input voltage of 80–140 V. The user protects itself and the connected load by switching to inverter when input voltage is outside limits.

TALLER DE CANTOS
Talleres Cantos
Avenida 98 24400 USA
CDO 878-670-0454
FAX 878-671-0233
TEL 878-671-0233 2425
taller@cantos.com
www.cantos.com

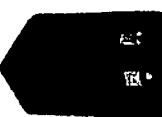


Typical applications

This heavy duty outdoor UPS is ideal for protection of Radio Shack (RS) systems.

Keep Outdoor XJPs features

- Cabinet and odor are designed for pole mounting and blending in with the environment
- Accommodates multiple R41
- Full weather outdoor protection
- PEMEX-3R metal cabinet
- Pure silo were output
- Over/under-wing protection
- Wide temperature tolerances
- Surge protection and noise blinding
- Automatic voltage regulation
- Two year limited warranty.
- Batteries are covered by battery manufacturer's limited warranty



sanx

Calculator uses
with independent
automatic + digital
display, and
with temperature
memory.

[illegible][illegible]

Gabe's
4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2601

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2601

CONT. FACTOR:
gabris

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

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

REVISIONS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ALL REPORTS
NODE 1

REF N.T.S.

7 of:

SECRET

NODE 13

OWNER/DEVELOPER:



3030 Warranckle Road
Suite 340, Ueda, IL 60532

ENGINEER

Gabe's

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

CONTRACTOR:

TRACTOR:

Gabe's

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

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

REVISIONS

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ORGAN OF	CHIEF OF	APPOINTED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
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DATE CREATED	09/11/13
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8 of 10

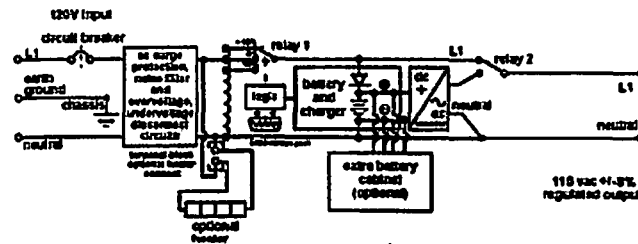
Specifications
 Weight
 Dimensions
 Material
 Features
 Mounting
 Capacity
 Storage
 Temperature
 Humidity
 Agency
 Standards

~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE~~

Outdoor XUPS



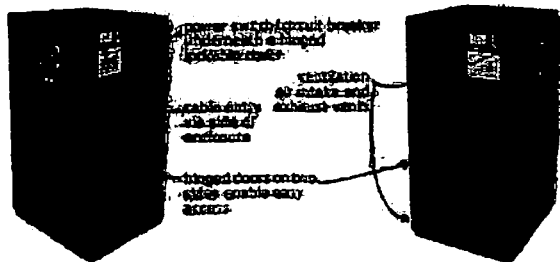
OutdoorXUPS-1500-7070 system architecture



Outdoor: XUPs-1500-7070 at a glance

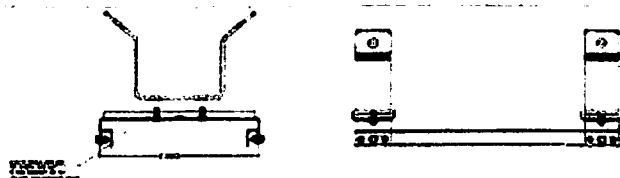
Henry-Daly continues his work with a new book, *Intelligent Capitalism*, published by HarperCollins.

- Wide ambient temperature range sealed gel-cell batteries
 - 10° to 43°C (14° to 113°F).
 - 40° to +45°C (-40° to +113°F) with optional G-60-B battery heater
- 1.1 hours @ 1400 watts load
- Microprocessor-controlled 20 kHz PWM sine wave inverter
- 115 vac +/- 5% output from 95-140 vac input without going to batteries
- Pole-mount
- Pure sine = sine output
- Surge protection and noise filtering

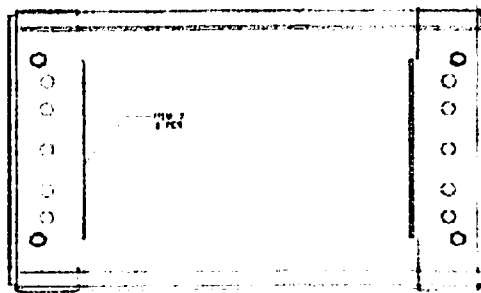
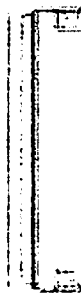
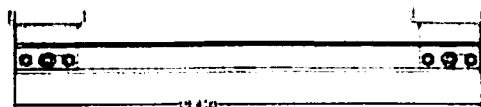


TSI Shuster Corporation
 3123 West Pearce Ave
 Ariz 85741-0717
 602 944 3161
 Telex 178503
 Fax 178503
 1041 Sycamore
 1041 Sycamore
 Cup 118 031094

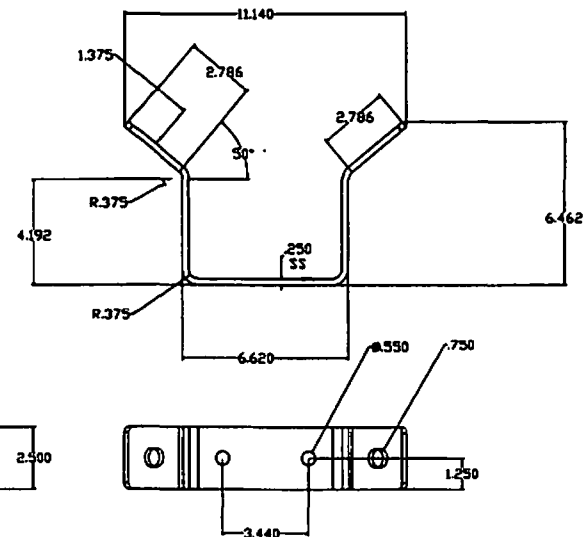
RADIO MOUNTING BRACKET ASSEMBLY



QTY	PART NUMBER	DESCRIPTION
1	EXT00013	SINGLE NODE MOUNT
2	EXT03009	POLE BRACKET



POLE MOUNTING BRACKET

SEGMENT
NODE 13

OWNER/DEVELOPER

3030 Wisconsin Road
Suite 340, Littleton, CO 80120

ENGINEER

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

CONTRACTOR

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

REV	DATE	DESCRIPTION	BY

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER: EXTW112001.3

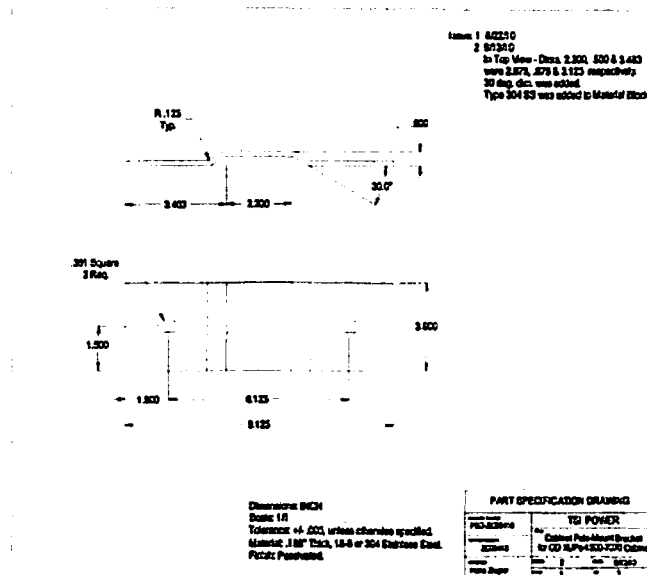
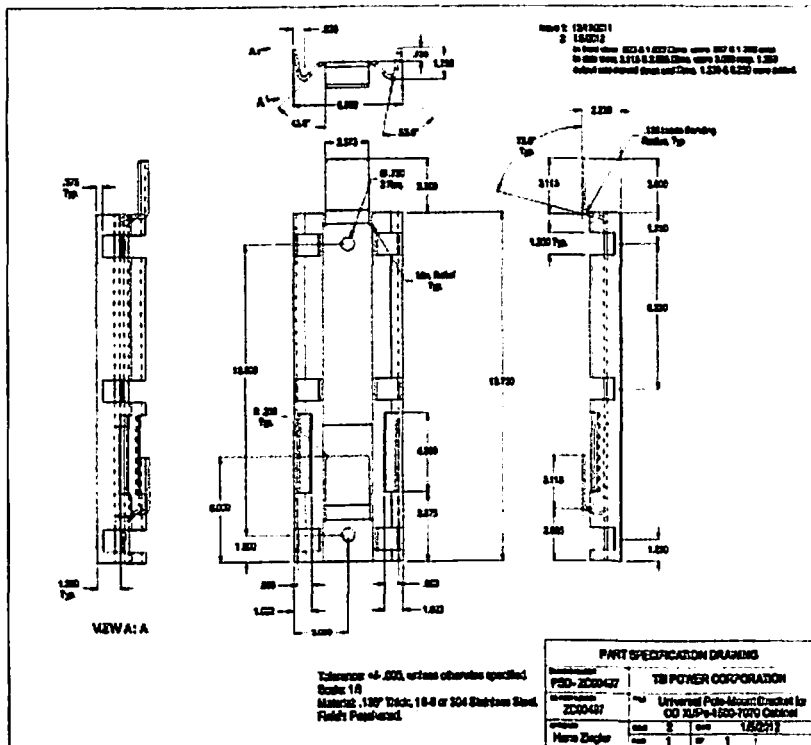
FILE NUMBER: NODE 13

DATE CHG: 09/11/13

REVISION: N.T.S.

SHEET
9 OF 10

TSI BBU MOUNTING BRACKET ASSEMBLY



SIGNIFICANT

NODE 13

OWNER/DEVELOPER



3030 Warranville Road
Sick 340, Lids. R. 60532

ENCLOSURE

Gabe's

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

CONTRACTOR:

ACTOR:
Gabe's

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

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

REVISIONS

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DESIGNED BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
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FILE NO. 100-441688

NODE 13

DATE DUE	09/11/13
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NAME	N.T.S.
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10 of: 10



November 26, 2013

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

RE: Request for Encroachment: ExteNet Systems, Inc.

Dear Members of the Common Council,

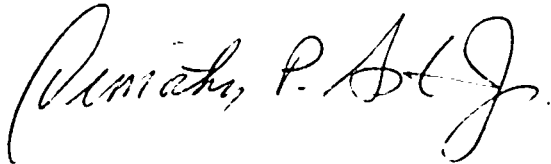
Thank you for the opportunity to make a formal request for an Encroachment into the Sheboygan public right-of-way. ExteNet Systems, Inc. is a telecommunications utility company registered with Wisconsin Public Service Commission. ExteNet is proposing the construction of a fiber-optic telecommunications 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 December 2nd 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 16 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 (#PNT) located 8 feet South of NPL of Wilson Ave. & 1 foot East of EPL of S. 22nd St., Continue North along East side of S. 22nd St. for 16 feet to a proposed ExteNet Meter Pedestal located 6 feet North of NPL of Wilson Ave. & 7 feet West of EPL of S. 22nd Street.
- **Total Encroachment Linear Footage:** 16
- **Total Encroachment Square Footage:** 16

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 December 2nd 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

PROJECT MANAGER: _____



FIBER OPTIC NODE INSTALLATION ONTO UTILITY POLE NODE 14 - SHEBOYGAN, WI FRONT OF 2120 WILSON AVE

Brian Sully
CITY OF SHEBOYGAN ENGINEERING



SEGMENT: **NODE 14**

OWNER/DEVELOPER



3030 Watrousville Road
Suite 340, Ulsan, S. 60532

ENGINEER



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

CONTRACTOR:



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

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

REVISIONS

REV	DATE	DESCRIPTION	BY

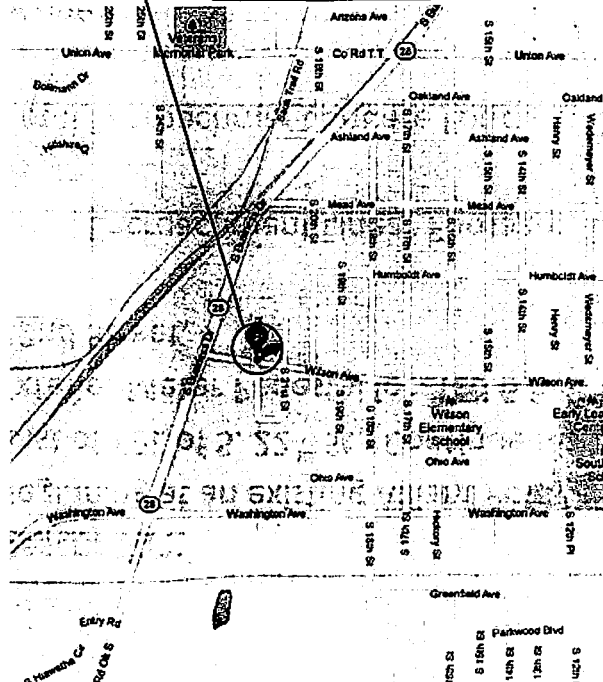
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JO	JR	

PROJECT NUMBER	EXTW120013
FILE NUMBER	NODE 14
DATE DRAWN	09/12/13
SCALE	N.T.S.

SHEET **1 OF 10**

NODE - 14

SITE LOCATION MAP



LATITUDE: 43.723673 LONGITUDE: -87.733424

SITE LOCATION PHOTO



Description:

Beginning at an existing Alliant Pole (#PNT) located 8 feet South of NPL of Wilson Ave. & 1 foot East of EPL of S. 22nd St., Continue North along East side of S. 22nd St. for 16 feet to a proposed Extenet Meter Pedestal located 6 feet North of NPL of Wilson Ave. & 7 feet West of EPL of S. 22nd Street.

Total Encroachment Linear Footage: 16

Total Encroachment Square Footage: 16

Scope:

Install approximately 16 LF of Electrical Conduit and low voltage power cables at 24" minimum depth to proposed meter pedestal from existing Alliant pole.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network

SEGMENT:
NODE 14

OWNER/DEVELOPER

3030 Wisconsin Road
Suite 340, Little, IL 60532

ENGINEER:

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

CONTRACTOR:

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

REVISIONS

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JO	JR	

PROJECT NUMBER	EXTWI12001.3
FILE NUMBER	NODE 14
DATE DRAWN	10/14/13
SCALE	N.T.S.

SHEET
2 OF 10



SEGMENT

NODE 14

OWNER/DEVELOPER



3030 Warranville Road
Suite 340, Lake, IL 60532

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 2120 WILSON AVE
SHEBOYGAN, WI

REVISIONS

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JO	JR	

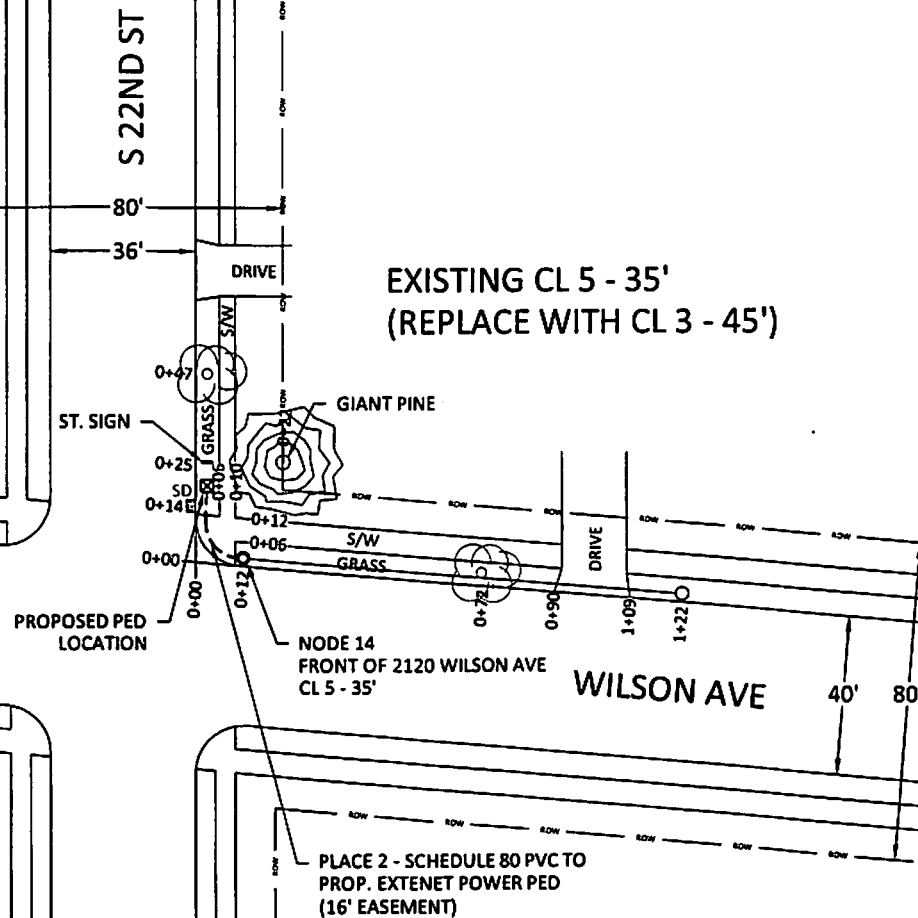
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FILE NUMBER: NODE 14

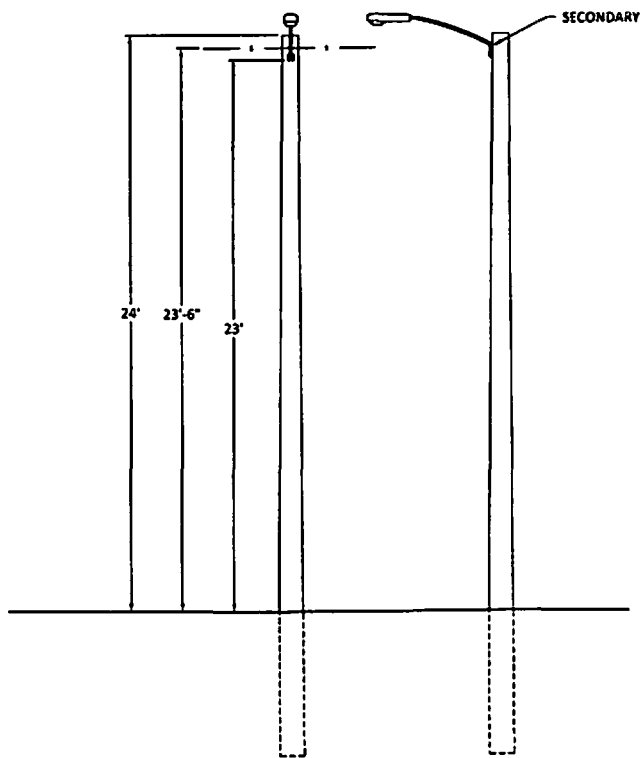
DRAWN DATE: 09/12/13

SCALE: 1" = 30'

SHEET 3 of 10

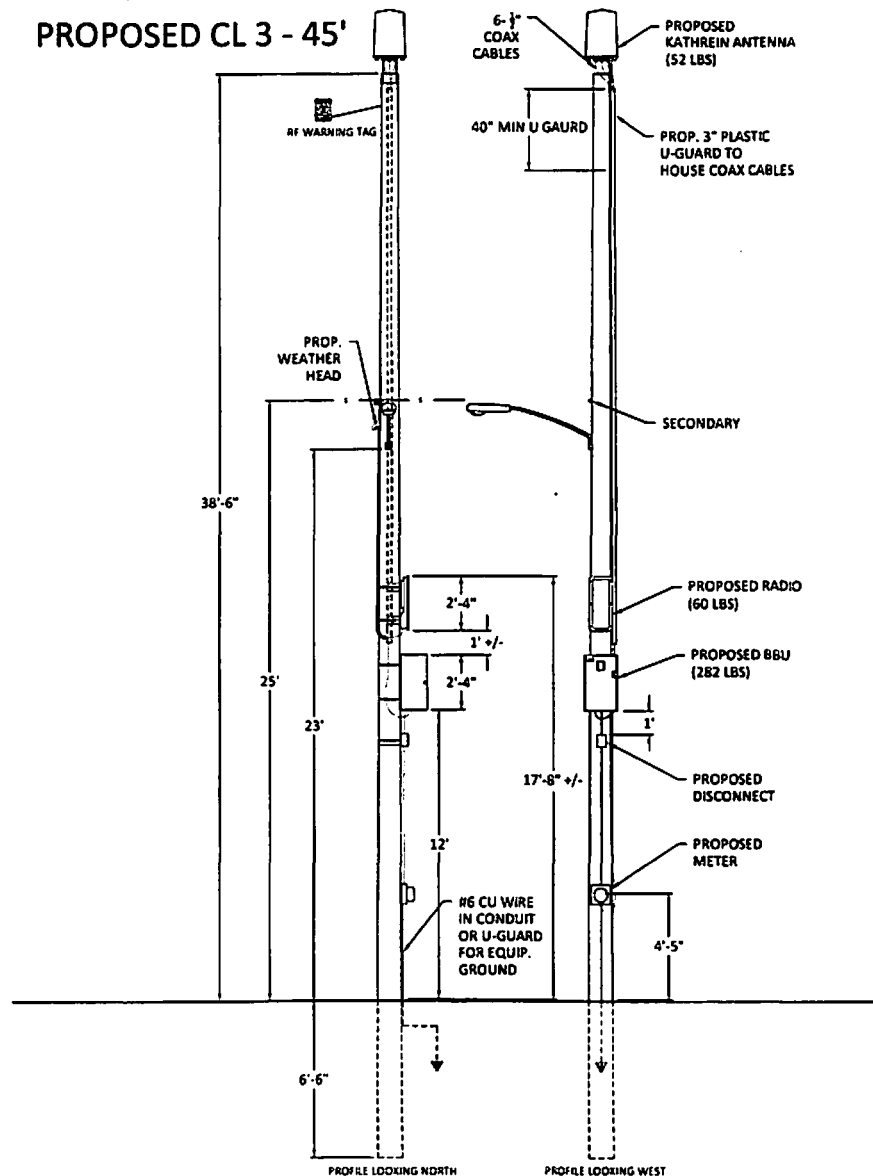


EXISTING CL 5 - 35'



PROFILE LOOKING NORTH
LAT. 43.723673 -- LONG. -87.733424
PROFILE LOOKING WEST

PROPOSED CL 3 - 45'



SEGMENT:

NODE 14

OWNER/DEVELOPER



3030 Warranville Road
Suite 340, Little, IL 60532

ENGINEER:

Gabe's

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

CONTRACTOR:

Gabe's

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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
FRONT OF 2120 WILSON AVE
SHEBOYGAN, WI

REVISIONS

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JD	JR	

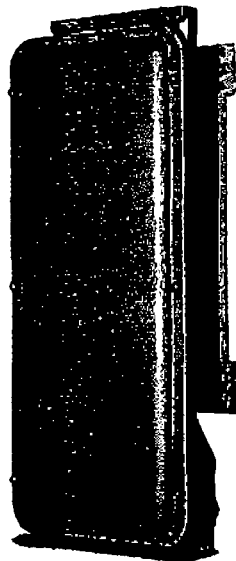
PROJECT NUMBER	EXTW12001.3
FILE NUMBER	NODE 14
DATE CHANGED	09/12/13
SCALE	1" = 5'

DDV series

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

KEY FEATURES

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



DDV series

GENERAL SPECIFICATIONS

Radio Type	Single Band	2x15MHz	2x15MHz
Delay excluding optical fiber		< 0.5	µs
Power Supply	Static	85-264	VAC @ 50/60
Casing		19" x 10" x 10"	

OPTICAL SPECIFICATIONS

Network	4-8	km
Optical output Wavelength	1270-1310	nm
Optical input Wavelength	1270-1310	nm
Optical input power	10	dBm
Maximum optical input power	30	dBm

SPECIFICATIONS DDV00(Single Band)

Power Amplification	15MHz	100W
Modulation	QPSK, 16QAM, 64QAM	QPSK
Frequency	1270-1310	MHz

SPECIFICATIONS DDV00(Dual Band)

Power Amplification	15MHz	100W
Modulation	QPSK, 16QAM, 64QAM	QPSK
Frequency	1270-1310	MHz

AVAILABLE PRODUCTS AMERICAN CELLULAR

PCS1900	1250-1310	1250-1310	40	PCS
PCS1900	1250-1310	1250-1310	40	PCS

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

SEGMENT

NODE 14

OWNER/DEVELOPER



3030 Warranville Road
Suite 340, Ulen, IL 60532

ENGINEER

Gabe's

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

CONTRACTOR

Gabe's

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

TITLE:

FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

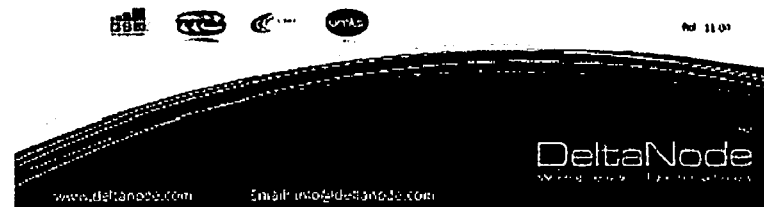
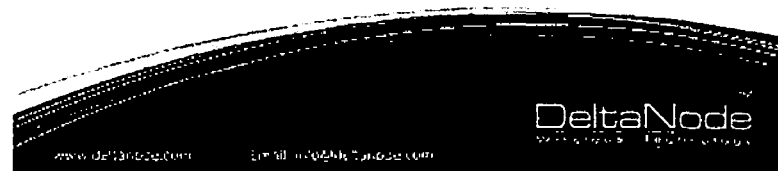
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JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 14
DATE DRAWN	09/12/13
SCALE	N.T.S.

SHEET 10 OF 10



Outside XMP
inside
1500-7070

[illegible]

The Outback 1000-1500-2000 UPS incorporates built-in wide temperature tolerance, and is housed in a compact weather protected NEMA-3R enclosure designed to be mounted on a pole mounting bracket and listed in with the enclosure. This unit offers line-interactive automatic voltage regulation, surge protection with noise filtering, communications capability, and optional extended battery backup.

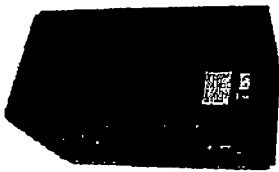
Webb-Donnerstag 24.05.2006

tested for multiple PPI, this rugged UPS design, with independent non-controlled 20 Ahr cells, were however, reduces the number of solid-state devices required for power conversion and is suitable for use in severe outdoor environments. Outdoor XLPSs with temperature barometric allow operation of the UPS system over a wide ambient temperature range. Optional battery systems are available.

But a built-in automatic voltage regulator provides a wide input voltage window within which power is delivered without having to drain or overcharge the batteries, thereby ensuring long battery life. It holds battery voltages at 14.00V nominal.

The Quarter Horse 1500-1070 USB provides automatic write protection with write protection and notes timing, as well as the write speed for an input window of 85-140 yrs. The unit protects itself and the connected head by switching to Inverter when you attempt to erase input window.

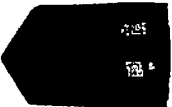
Transfer to battery power occurs in less than 4 milliseconds, enabling uninterrupted operation of the connected load.



Typical applications

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

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



**Outdoor
XUPS**

Caliber 475
with knockdown, automatic, folding magazine, and with temperature-sensing features.

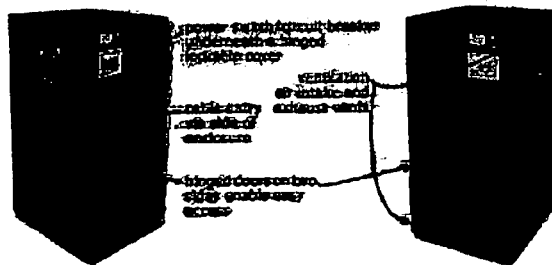
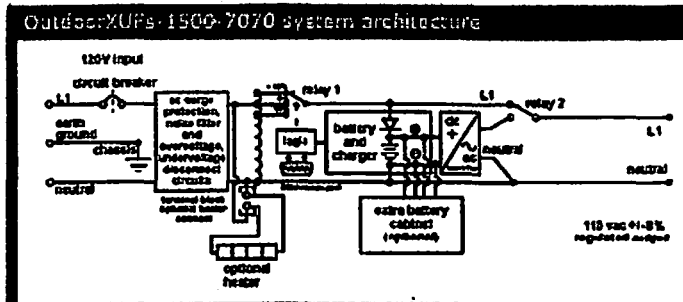
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[illegible]

Specifications	OutdoorXUPS-1500-7070
Dimensions	13.9" (353mm) wide x 18.75" (476mm) deep x 28" (711mm) high.
Weight	150 lbs (68kg) without battery. 244.8 lbs (111kg) with optional EH-6 battery heater. (120 kg) without battery. (120 kg) without battery.
Rated output	Full weather NEMA-3R rated outdoor design.
Operating and storage temperature	-10° to +45 °C (14° to 113°F) ambient air temperature. -40° to +45°C (-40° to +113°F) with optional EH-6 battery heater. -40° to 60°C (-76° to 140°F) storage temperature. * Duration of storage will determine the need for supplemental charge. * Reliability at elevated temperatures. ** Extended exposure to temperatures > 45°C may shorten battery life.
Agency Compliance	FCC part 15 Class A, NEMA-3R. Designed to UL 60940-1 VOLTAGE TRANSFORMER Edition 2nd Edition 2002 107-3-02

Outdoor
XUPS

OutdoorXUPS-1500-7070
1500 watt outdoor ultrastructure power system



OutdoorXUPS-1500-7070 at a glance

Heavy-duty outdoor UPS with microprocessor control:
Voltage regulation and automatic voltage transfer.

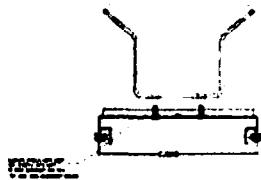
- Wide ambient temperature range sealed gel-cell batteries
-10° to +45°C (14° to 113°F);
-40° to +45 °C (-76° to +113°F) with optional EH-6 battery heater
- 1.1 hours @ 1400 watts load
- Microprocessor-controlled 20 kHz PWM sine wave inverter
- 115 vac +A-5% output from 95-140 vac input without going to batteries
- Pole-mount
- Pure sine wave output
- Surge protection and noise filtering



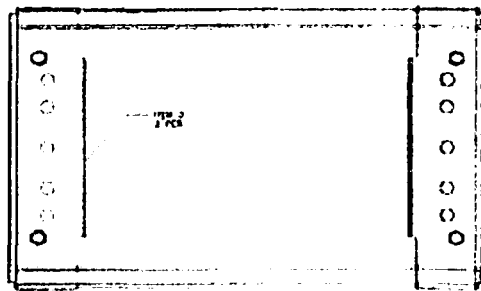
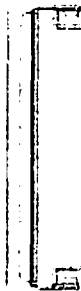
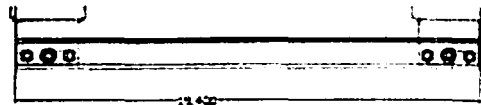
ET
1500 Watt Outdoor UPS
1100 West Park Ave
Arroyo, CA 94401 USA
800 816 3103 (TOLL FREE)
Phone: +1 714 823 0930
Fax: +1 714 823 3435
Sales: @et.com
www.et.com
Copyright © 2010 ET

SEGMENT			
NODE 14			
OWNER/DEVELOPER			
 3030 Worthington Road Suite 340, Lake, IL 60032			
ENGINEER			
 4804 North 40th Street Sheboygan, WI 53083 Phone: (920) 459-2800			
CONTRACTOR			
 4804 North 40th Street Sheboygan, WI 53083 Phone: (920) 459-2800			
TITLE			
FIBER OPTIC NODE INSTALLATION ONTO UTILITY POLE SHEBOYGAN, WI			
REVISIONS			
REV	DATE	DESCRIPTION	BY
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
DESIGNED BY		CHECKED BY	APPROVED BY
JO		JR	
PROJECT NUMBER		EXTW112001.3	
PAGE NUMBER		NODE 14	
DATE DRAWN		09/12/13	
SCALE		N.T.S.	
SHEET		8 OF 10	

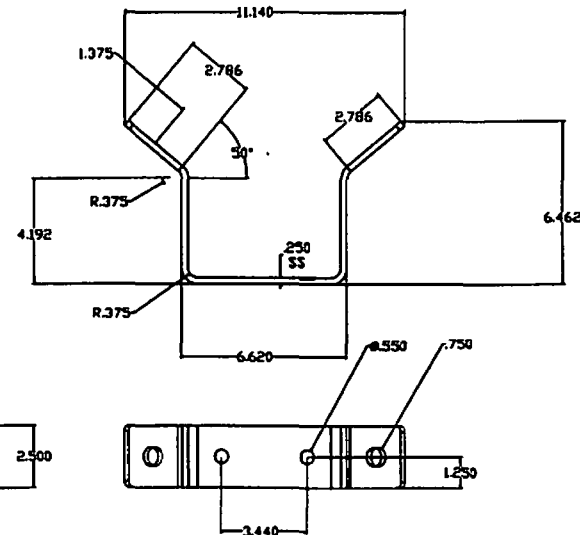
RADIO MOUNTING BRACKET ASSEMBLY



QTY	PART NUMBER	DESCRIPTION
1	EXT00013	SINGLE MOUNT MOUNT
2	EXT00009	POLE BRACKET



POLE MOUNTING BRACKET

SEGMENT
NODE 14

OWNER/DEVELOPER

3030 Worthington Road
Suite 340, Utah, IL 60532

ENGINEER

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

CONTRACTOR:

4804 North 40th Street
Sheboygan, WI 53083
Phone: (920) 459-2600TITLE:
FIBER OPTIC NODE
INSTALLATION ONTO UTILITY
POLE
SHEBOYGAN, WI

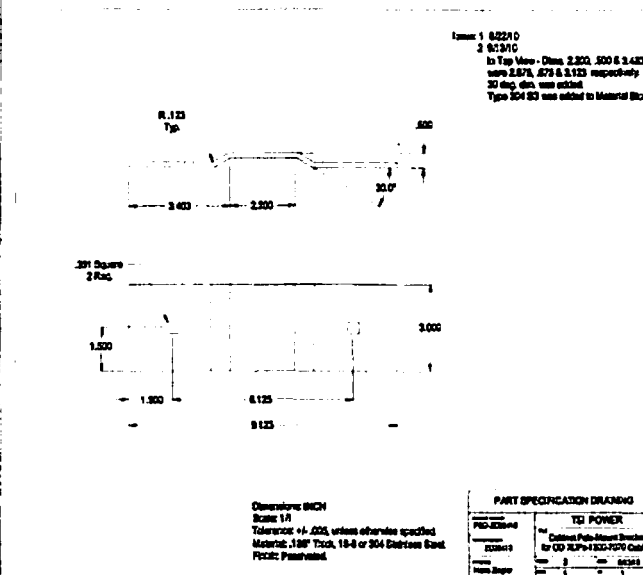
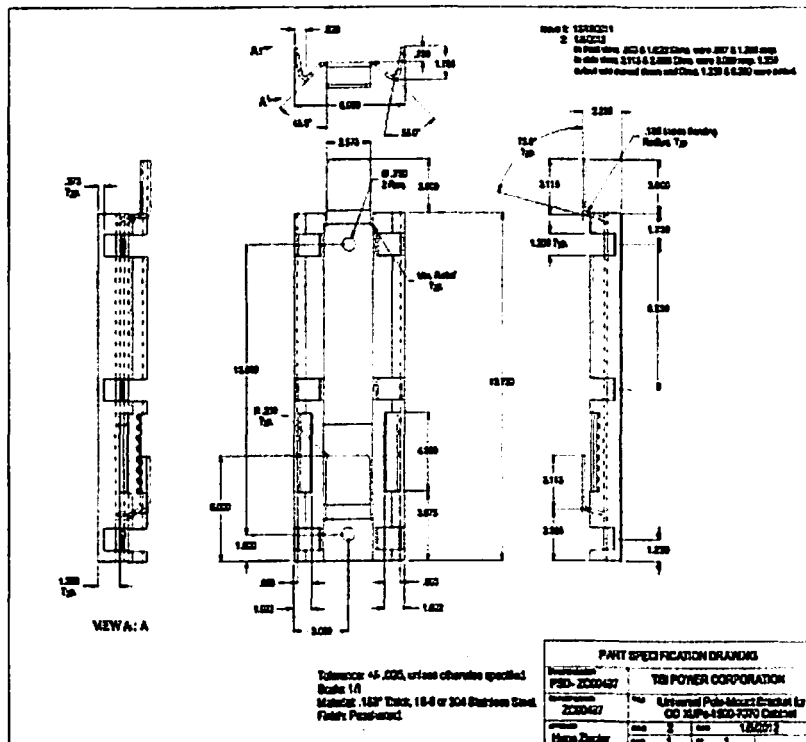
REVISIONS			
REV	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			

DRAWN BY	CHECKED BY	APPROVED BY
JO	JR	

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 14
DATE DRAWN	09/12/13
SCALE	N.T.S.

SHEET
9 of 10

TSI BBU MOUNTING BRACKET ASSEMBLY



SEGMENT

NODE 14

OWNER/DEVELOPER



3030 Worrenville Road
Suite 340, Lisle, IL 60532

ENGINEER

Gabe's

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

CONTRACTOR:

ACTOR:

Gabe's

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

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

[illegible]

PROJECT NUMBER	EXTW112001.3
FILE NUMBER	NODE 14
DATE CHANGED	09/12/13
SCAB	N.T.S.



November 18, 2013

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.

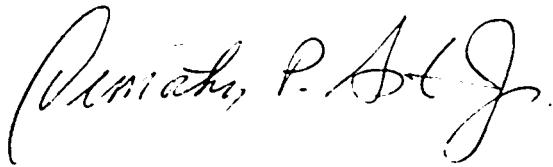
This specific request for an Encroachment is respectfully being made for the December 2nd meeting of the Sheboygan Common Council with the following project details:

- **Purpose:** Installation of new underground conduit structures for fiber optic cable
- **Scope:** Installation of approximately 167 LF of HDPE Conduit & Fiber Optic Cable, by directional drilling & open cut trenching, at a minimum depth of 12 feet at RR and 36-inches elsewhere.
- **Location:** Beginning at an existing Alliant Utility Pole (#15N-23E-27.2 05/51) located 138 feet West of WPL of South 17th Street & 18 feet South of NPL of New Jersey Avenue, Continue West along and within New Jersey Ave for 167 feet, crossing U.P.R.R. trackage (overpass mainline- at grade spurs) at an offset of 18 feet South of NPL of New Jersey Avenue to an existing Alliant Pole (#15-23—22.3 1/32 located 18 feet South of NPL of New Jersey Avenue & 305 feet West of WPL of S. 17th Street.
- **Total Encroachment Linear Footage:** 167

- **Total Encroachment Square Footage: 167**

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 December 2nd 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, reading "Timothy P. Asta Jr.", written in black ink.

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

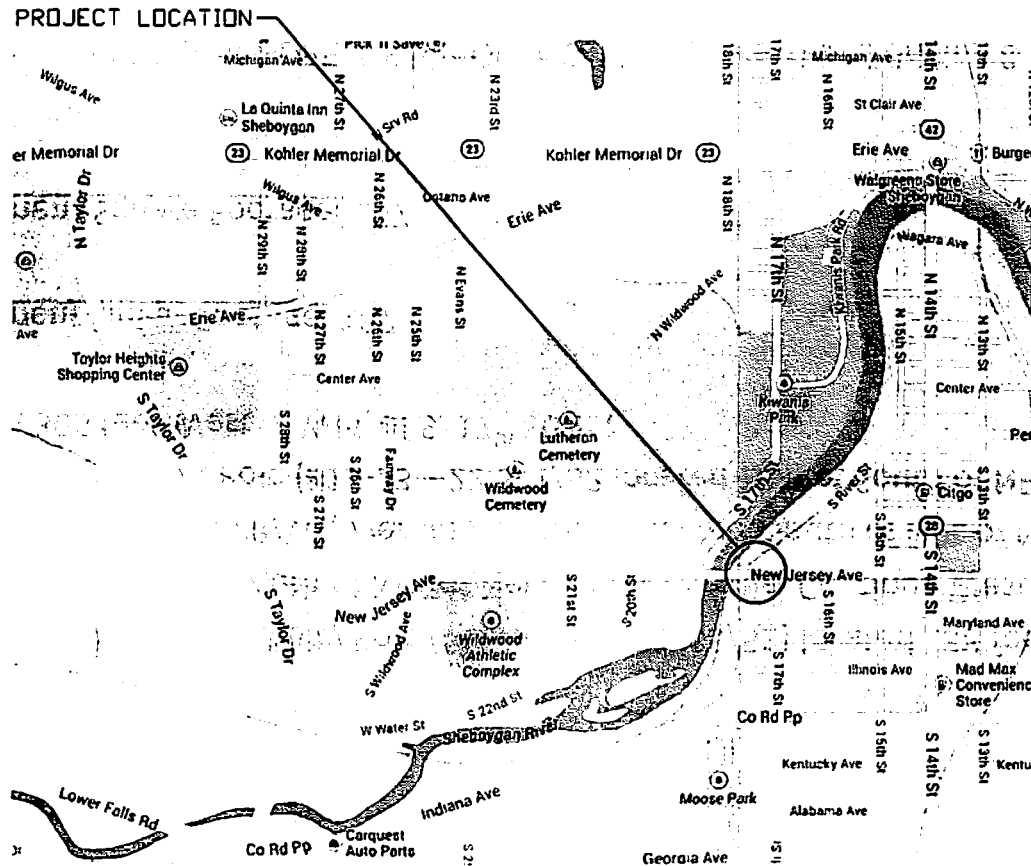
Enclosures

PROPOSED EXTENET SYSTEMS
UNDERGROUND FIBER OPTIC FACILITY

NEW JERSEY AVE @ U.P.R.R.
SHEBOYGAN, WI

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

APPROVED
Brian S. Smith



Description:

Beginning at an existing Alliant Utility Pole (#15N-23E-27.2 05/51) located 138 feet West of WPL of South 17th Street & 18 feet South of NPL of New Jersey Avenue, Continue West for 167 feet, crossing Union Pacific Railroad R/W (overpass & spurs) 18 feet South of NPL of New Jersey Avenue to an existing Alliant Pole (#15-23—22.3 1/32 located 18 feet South of NPL of New Jersey Avenue & 305 feet West of WPL of S. 17th Street.

Total Encroachment Linear Footage: 167

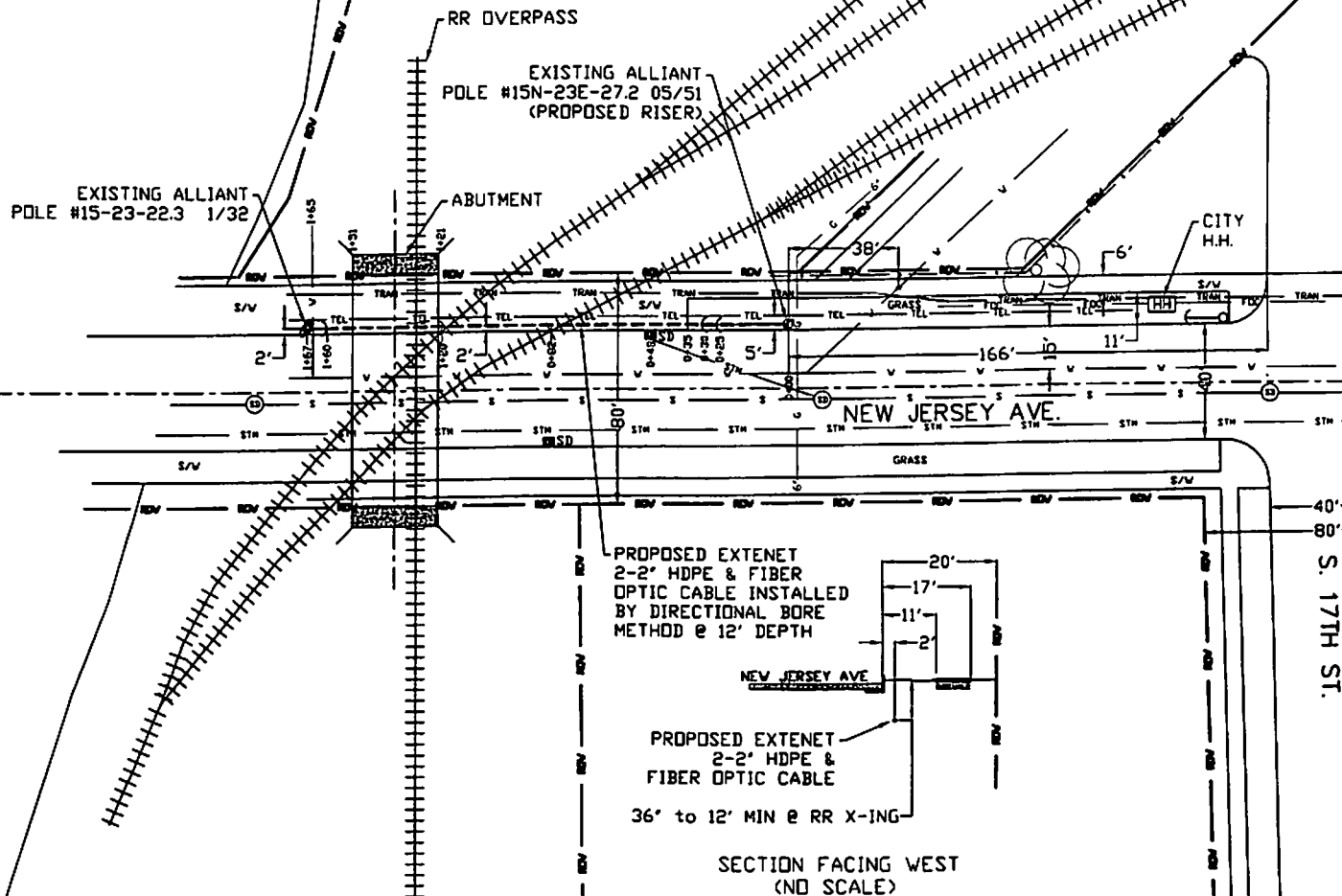
Total Encroachment Square Footage: 167

Scope:

Install approximately 167 LF of HDPE & Fiber Optic Cable, by directional drilling & open cut trenching, at a minimum depth of 12 feet at RR and 36-inches elsewhere.

Purpose:

Extenet Systems Inc. Fiber Optic DAS Network



CONSTRUCTION ONLY

extenet SH YOUR NETWORK EVERYWHERE
SYSTEMS
 3030 Worrenville Road
 Suite 340, Lake, IL 60032

Project #: _____
 Job Title: SHEBOYGAN, WI
 Engineer: Jeff Rinartz
 Original Issue Date 10/7/13
 Published Date: _____

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

Route - Aerial	0
Route - LG-Lessd	0
Route - LG-New Conduit	0
Route - Base Station	0
Total Route Footage	0

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

Nodes	0
3/16" Strand	0
Anchor	0
Splicers	0
Stack Loops	0
Handholes	0
Manholes	0

● JUMP POLE	○ SLACK LOOP
✕ POWER POLE	△ ANCHOR
⊗ HOSE POLE	□ BEND
⊕ SPLICE	◇ HANDLE
⊙ BRANCH SPLICE	⊞ MANHOLE
⊙ STREET SPLICE	⊞ VAULT
⊙ BRIDGE SPLICE	⊞ PERMITAL
⊙ CONNECTING SPLICE	

Gabe's
 CONSTRUCTION
 4804 North 40th Street
 Sheboygan, WI 53083
 Phone: (920) 499-2600

1		

Map Number: _____

State: WISCONSIN Municipality: SHEBOYGAN
 County: SHEBOYGAN

Date	Description	Units	Date	Description	Units	Date	Description	Units

Scale: 1" = 40'

II

R. O. No. - 13 - 14 . By CITY CLERK. December 16, 2013.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1470	Alliant Energy	4421 Tower Dr.
2056	Autumn Ridge Landscaping	N5749 Cty Rd. M, Plymouth
3014	BBD	W2830 Cty D, Cedar Grove
1084	Courtyard Landscape Serv.	W2869 Wilson Lima Rd., Oostburg
1843	Dauns Professional Lawns	4512 White Oak Ln.
2110	Four Seasons Property Serv.	2029 N. 27 th Pl.
1200	Lakeside Lawn Service Inc.	N2222 Foster Rd S, Oostburg
2617	Lawn Ranger	2622 Grey Fox Ct.
1727	Millhome Nursery & Green.	N9573 Rhine Rd., Elkhart Lake
1985	Otter Creek Landscape Co.	N6625 Hwy 57, Plymouth
2688	Parms Landscape Management	3734 Enterprise Dr.
1999	Professional Landscaping LLC	836 Wisconsin Ave., Oostburg
2473	Stump Eliminators, LLC	726 N. 25 th St.
2169	T & L Services	15854 Center Rd., Cleveland
1984	Trugreen	2015 W Spencer St., Appleton
2695	Undercut Tree Service	939 N. 29 th St.

SECONDHAND ARTICLE/JEWELRY (December 31, 2014)

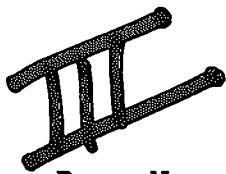
<u>No.</u>	<u>Name</u>	<u>Address</u>
3021	Finders Keepers	1030 Michigan Ave.
2932	Recool	1410 N. 29 th St.
1302	Rudnick Jewelers	919 N. 8 th St.

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1376	St. Dominic Ushers Society	2100 N. 21 st St. - one-day event to be held 1/26/14 in part of the PAC Hall.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
8497	Collins, David S.	1023 Sommer Dr.
0239	Swearingen, William D.	718 Cardinal Ln., Howards Grove



Res. No. _____ - 13 - 14. By Alderpersons Thiel and Lewandoske.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1539 N. 33rd Place.

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 7:00 P.M., January 20, 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 UR Urban Residential to Class SO Suburban Office Classification:

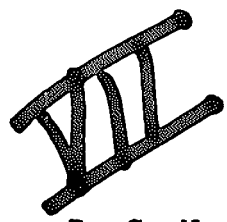
Property located at 1539 N. 33rd Pl.

Section 16, T15N, R23E. Lot 1 of a C.S.M. recorded in Volume 11, Page 222 of Certified survey maps and Lot 5 of a C.S.M. recorded in Volume 11, Page 38 of Certified Survey Maps. Both being in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

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. _____ - 13 - 14. By LAW AND LICENSING. December 16, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 187-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the Beverage Operator's licenses be granted with instructions to correct the application:

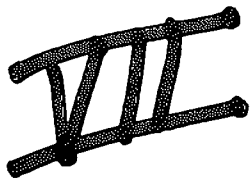
BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0220	Minglana, Nadine M.	1530 N. 9 th St.
0224	Neal, Melissa M.	151 N. Meadow Rd., Belgium

_____	_____
_____	_____
_____	_____
	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



R. C. No. - 13 - 14 . By LAW AND LICENSING. November 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 199-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted with various caveats (indicated below):

TAXICAB BUSINESS LICENSES (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi, The	1905 N. 15 th St.
2863	Greco Cab Co.	508 N. 13 th St.
2912	Independent Cab	1219 Georgia Ave.
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth
2509	Santanas Limo	2724 Main Ave.
1911	Wheelchair Taxi	2516 Superior Ave.
3023	Yellow Cab	708 Erie Ave.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2868	Intouch	314 Niagara Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
7800	Abstetar, Elizabeth A.
9379	Bloedorn, Lisa A.
0236	Clark, Samuel A.
0232	Heinecke, Nancy J.
7565	Sievers, Fred A.
7124	Skirvin, William C.
0234	Van Gheem, Seth(Club)
*6929	Violetta, Jason A.

***Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0235	Kroenke, Heather L.	1027 St. Clair Ave.
(Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.)		
0233	Wiroll, Vanessa M.	5533 Windsor Dr.

_____	_____
_____	_____
_____	_____
	Committee.

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

IV

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. December 16, 2013.

Your Committee to whom was referred R. O. 188-13-14 submitting the Tabulation of bids for bid #1729-13 for the purchase of (5) 2014 Ford Patrol duty Utility Interceptor vehicles for the Sheboygan Police Department; recommends that the document be accepted and placed on file.

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.3

R. O. No. 188 - 13 - 14. By PURCHASING AGENT. November 18, 2013.

Submitting the Tabulation of bids for bid #1729-13 for the purchase of (5) 2014 Ford Patrol duty Utility Interceptor vehicles for the Sheboygan Police Department.

Bidder	City	Price per unit	Lead time	Grand Total including license and title fees
Kayser Ford	Madison	\$29,163.00	60-70 days	\$145,815.00
Brantmeier Ford	Sheboygan	\$29,136.91	90-120 days	\$ 145,684.55
Ewald's Hartford Ford	Hartford	\$28,671.50	84-105 days	\$143,357.50

The low bid from Ewald's Hartford Ford has been found to be in full compliance with the specifications and is recommended for award of the contract.

This Purchase is in accordance with the Fleet Management Plan which assures the orderly replacement of all marked Police vehicles over a three year period and is included in the 2014 final Budget.

The vehicles to be replaced will be sold in the most lucrative manner and all proceeds will be applied to the approved budget for the new vehicle purchase.

The City of Sheboygan will not take delivery or receive an invoice for this purchase until late January 2014.

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

*PPS
acc full*

VII

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. December 16, 2013.

Your Committee to whom was referred Res. No. 89-13-14 by Alderperson Carlson to enter into contract for the purchase of Five (5) Police Department patrol duty Police Interceptor All wheel drive vehicles; recommends 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

5.5

Res. No. 89 - 13 - 14. By Alderperson Carlson. November 18, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department patrol duty Police Interceptor All wheel drive vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford for the purchase of Five (5) 2014 Ford Utility Interceptors at a cost of \$143,357.50 as per bid # 1729-13

BE IT FURTHER RESOLVED: That the City of Sheboygan did issue a Public Bid for this purchase, affording all Ford Dealers the opportunity to bid.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 10121140-994000 and in payment of same.

*PP+S
approve*

Daryl D. Carlson

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. December 16, 2013.

Your Committee to whom was referred Res. No. 90-13-14 by Alderperson Carlson authorizing the Mayor to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends 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

9.2

Res. No. 90 - 13 - 14. By Alderperson Carlson. November 18, 2013.

A RESOLUTION authorizing the Mayor to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 146.70(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2014, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice.

PPS
approve

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS**

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 146.70(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2014, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2014.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 146.70(9)(c), Wis. Stats.

Dated this ____ day of _____, 2013.

SHEBOYGAN COUNTY

BY: _____
Todd W. Priebe
Sheriff

Dated this ____ day of _____, 2013.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

This Agreement is authorized by and in accordance with Res.
No. - 13 - 14 .

VIII

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. December 16, 2013.

Your Committee to whom was referred R. C. 81-13-14 by Public Protection and Safety and R. C. 60-13-14 by Finance and Res. No. 13-13-14 by Alderperson Carlson amending the city's bond schedule; recommends 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

VIII

6.4

R. C. No. 81 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. July 1, 2013.

Your Committee to whom was referred R. C. No. 60-13-14 by Finance and Res. No. 13-13-14 by Alderperson Carlson amending the city's bond schedule; recommends sending the document back to Council with no recommendations.

*PPS.
approve per*

[Signature]
Susan J. Gossard

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

5.2

Res. No. 13 - 13 - 14. By Alderperson Carlson. June 3, 2013.

A RESOLUTION amending the city's bond schedule.

WHEREAS, §1-13(h) of the Municipal Code provides for the establishment and update of a bond schedule;

WHEREAS, the City adopted a bond schedule via Res. No. 287-05-06;

WHEREAS, there is a need to amend the bond schedule to account for the additional violation contained in §70-154 of the Code;

NOW THEREFORE BE IT RESOLVED: That the bond schedule adopted via Res. No. 287-05-06 pursuant to sec. 1-13(h), Sheboygan Municipal Code is hereby amended to provide that the deposit for first violations of §70-154 of the Sheboygan Municipal Code shall be set at \$250 plus costs, and the deposit for second and subsequent violations of §70-154 of the Sheboygan Municipal Code shall be set at \$500 plus costs.

*Finance
refer to L & L*

[Signature]

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

Dated _____ 20____, City Clerk

Approved _____ 20____, Mayor

VII

7.2

R. C. No. 60 - 13 - 14 By FINANCE. June 17, 2013.

Your Committee to whom was referred Res. No. 13-13-14 by Alderperson Carlson amending the city's bond schedule; recommends that the document be referred to Law and Licensing.

*PPS.
no recommendation*

Q.H. d

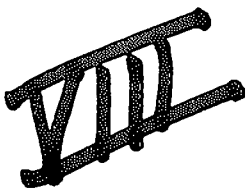
Daryl P. Gush

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



R. C. No. - 13 - 14 . By PUBLIC WORKS. December 16, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 201-13-14 by the Purchasing Agent, submitting a tabulation of Bid #1795-13 for the purchase of (3) Three Motor Vehicle Division Tri-axle dump trucks for the Department of Public Works; and
2. Res. No. 106-13-14 by Alderperson Heidemann authorizing entering into contract for the purchase of three (3) Tri-Axle dump trucks for the Department of Public Works;

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

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.2

Res. No. 106 - 13 - 14. By Alderperson Heidemann. November 27, 2013.

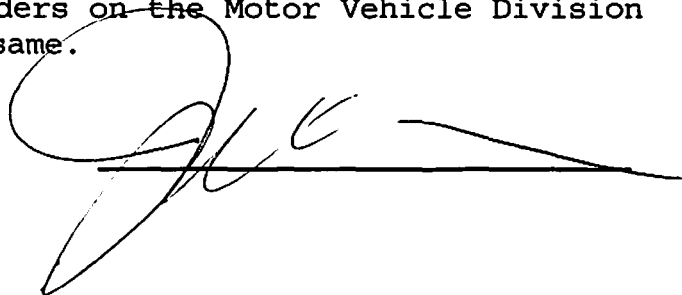
A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of three (3) Tri-Axle dump trucks equipped with snow plows, wing plows, spreaders, controls and accessories. In addition, two of the three trucks will be equipped with an optional Left Hand Wing plow.

WHEREAS: In accordance with Council Resolution # 45- 13 -14, The City of Sheboygan issued a request for sealed bids for the purchase of three dump trucks equipped with plows and equipment, including left-hand wing plows as an option, therefore;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Truck Country Inc. of Oak Creek, WI for the purchase of three (3) 2015 Freightliner 114SD tri-axle trucks, outfitted with a dump body, snowplow, spreader and controls provided by Monroe Truck Equipment at a total cost of \$630,913.00 including license and title fees as well as an optional left-hand wing plow device for two of the three trucks as per Bid # 1795-13 and;

BE IT FURTHER RESOLVED: That the vehicles being replaced will be evaluated for the viability of future use by the Department of Public Works and if determined to be "surplus", will be sold with the proceeds of sale to be deposited into the Motor Vehicle fund and that the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Division Account No. 70136100-641500 in payment of same.

*P.W.
approve*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II 3.2
R. O. No. 201 - 13 - 14. By PURCHASING AGENT. December 2 , 2013

Submitting a tabulation (attached) of Bid #1795-13 for the purchase of (3) Three Motor Vehicle Division Tri-axle dump trucks with plows, salters, controls and equipment.

After a thorough review of all bids submitted by the Director of Public Works, The Motor Vehicle Manager and the Purchasing Agent the following recommendation is presented for award:

The lowest overall bid was found to meet or exceed all of the specifications and takes into account inter-operability with existing service and emergency parts. With regard to optional equipment, it has been determined to award the bids based upon the following configurations:

Lowest Overall Bid: Truck Country Inc. Bid with Monroe Equipment:

Cost per complete vehicle including License and Title....\$ 200,185.00
Cost per vehicle to add optional Left Hand Wing Plow.....\$ 15,179.00
Total Cost per Vehicle with Optional Left Hand Wing Plow..... \$ 215,364.00

The Department of Public Works has determined that it is in the best interest of the City of Sheboygan to equip two of the three vehicles with the optional left hand wing plows, therefore the final cost of the entire purchase can be demonstrated as follows:

- (2) 2015 Freightliner Trucks with the Monroe
Equipment package, license and Title and Left
Hand wing plows: \$215,364.00 each.....\$430,728.00
- (1) 2015 Freightliner Truck with the Monroe
Equipment package, license and title and
A right hand wing plow only:.....\$200,185.00

Grand Total: \$ 630,913.00

The vehicles to be replaced will be evaluated for future usage by the Department and if found to be surplus will be sold at auction with the proceeds being returned to the motor vehicle fund.

P.W.
approve
Respectfully submitted,

Bernard R. Rammer

City of Sheboygan Bid 1795-12
Tandem Axle Dump/Plow Trucks

Bid Item/Bidder	JX Peterbilt Green Bay	Quality Truck Center Fond du Lac w/Monroe Equip	Quality Truck Center Fond du Lac w/ Caspers Equipment	Quality Truck Center Fond Du Lac w/Truck Equipment Inc	Lakeside International Milwaukee w/Monroe Equip. Trk.	Lakeside International Milwaukee w/Caspers Equipment.	Lakeside International Milwaukee w/Truck Equip. Inc
Chassis Year	2013	2013	2013	2013	2013	2013	2013
Chassis Mfg.	Peterbilt	Western Star	Western Star	Western Star	International	International	International
Chassis Model	367	4700 SF	4700 SF	4700 SF	7600	7600	7600
Body Mfg.	Crysteel	Crysteel	Henderson	R/S	Crysteel	Henderson	R/S
Body Model	Select	Select	MKE-14-SA	EL	Select	MK-14-SA	EL
Main plow Mfg	Monroe	Monroe	Henderson	Wausau	Monroe	Henderson	Wausau
Main Plow Model	MPJ39R12-IS- TT	MPJ39R12-IS-TT	RSP-12-36-IS-TE	H553612H	MPJ39R12-IS-TT	RSP-12-36-IS-TE	H553612H
RH Wing Mfg	Monroe	Monroe	Henderson	Wausau	Monroe	Henderson	Wausau
RH Wing Model	9DFPW-TE	9DFPW-TE	HWS-SL9	PW9RHTE	9DFPW-TE	HWS-SL9	PW9RHTE
Spreader Mfg	Monroe	Monroe	Henderson	Bonnel	Monroe	Henderson	Bonnel
Spreader Model	MS966-RF-GB- SS	MS966-RF-GB-SS	TGS-6-SS-GB	U696-G8-AS	MS966-RF-GB-SS	TGS-6-SS-GB	U696-G8-AS
Chassis Cost	\$122,796.00	\$111,779.00	\$111,779.00	\$111,779.00	\$118,284.80	\$118,284.80	\$118,284.80
Up Fit Cost (base)	\$72,597.00	\$72,597.00	\$74,935.00	\$83,260.00	\$72,597.00	\$74,935.00	\$83,260.00
Grand Total Per Truck	\$195,393.00	\$184,376.00	\$186,714.00	\$195,039.00	\$190,881.80	\$193,219.80	\$201,544.80
Add: LH Wing	\$15,851.00	\$15,851.00	\$ 13,182.00	\$12,686.00	\$15,851.00	\$13,182.00	\$12,686.00
Add: Pintle hitch	\$828.00	\$828.00	\$784.00	\$820.00	\$828.00	\$784.00	\$820.00
Upgrade Controls	\$2000.00	Add \$2,000.00	Deduct \$2558.00	Deduct \$2450.00	Add \$2,000.00	Deduct \$2,558.00	Deduct \$2450.00
Delivery in Days	100 (120)	180	180	180	180	180	170-175

VIII

R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. December 16, 2013.

Your Committee to whom was referred Res. No. 93-13-14 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2014; 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

5.8

Res. No. 93 - 13 - 14. By Alderperson Donohue. November 18, 2013.

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2014.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2014 through December 31, 2014, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

M. Lynne Rowland

Sgt 6
approval

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

A renewal presentation for:

City of Sheboygan

Presented to M3 Insurance Solutions, Inc.
by Sandra Goke

September 2013



UMR

A UnitedHealthcare Company

Renewal Services

Customer Name : City of Sheboygan
Plan Renewal Date : 1/1/2014

All fees shown as per employee per month (PEPM) unless otherwise noted

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2014
Medical claims 1/1/2014 - 12/31/2014	451	\$13.76	\$13.76
Medical claims 1/1/2015 - 12/31/2015	451	\$13.76	\$14.17
Medical claims 1/1/2016 - 12/31/2016	451	\$14.17	\$14.59
Medical client advisor commission	451	\$2.00	\$2.00
Stop loss interface - preferred	451	Included with medical administration	Included with medical administration
UnitedHealthcare Choice Plus network- access fee	451	\$15.95	\$16.87
HIPAA certificates of creditable coverage	451	\$0.25	\$0.25
Utilization and case management (includes Nurseline)	451	\$3.25	\$3.25
Maternity management (MM)	451	\$0.65	\$0.65
Disease management (DM)	451	\$3.90	\$3.90
Truven Health Analytics reporting – three licenses included	451	Included with medical administration	Included with medical administration
Medical insured carve out coordination fee	451	N/A	\$0.35
Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network - % of savings	451	30%	30%

Non-preferred vendor surcharge: An additional stop loss interface fee surcharge of \$2.05 PEPM applies if stop loss coverage is not placed with a UMR preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your UMR representative for a list of preferred vendors.

Additional Services

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2014

All renewal fees are good for one year and are shown as per employee per month (PEPM) unless otherwise noted

Plan Administration	Current Fees	Renewal Fees 1/1/2014
SPD printing	Cost plus postage	Cost plus postage
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
New York surcharge filing and administration - annual fee	Included with medical administration	Included with medical administration
Claim reprocessing - per claim	\$25.00	\$25.00
Subrogation - percent of recoveries	33%	33%
Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.	Up to 5 included, then \$500.00 per review	Up to 5 included, then \$500.00 per review
Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	Included with medical administration	Included with medical administration
Translation of SBC into non-English text	N/A	Cost of translation
Print and ship SBCs to employer at open enrollment (approval required)	N/A	Cost plus postage
Inclusion of outside vendor data in SBC in UMR standard format, e.g. carved out benefits (approval required)	N/A	\$1,000 per SBC per benefit plan
More than two SBC requests per year	N/A	\$500.00 per SBC per benefit plan
Reporting		
Ad hoc reports and analysis - per hour (2 hours included with medical administration)	\$100.00	\$100.00
Development of production custom reports	Included	Included

Fixed Fee Pharmacy Pricing

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2014

Pharmacy benefits provided through OptumRx™. The following fees apply to all retail network pharmacies with the exception of pharmacies located in states that may elect to participate on a state-fee schedule. Retail discounts and fees illustrated below are based on the OptumRx™ book-of-business average. Actual retail discounts may vary.

	Published AWP
Electronic claim adjudication - per claim ¹	\$2.60
Retail	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Mail Order	
Brand discount, plus dispensing fee	26% + \$0.00
Net effective generic discount, plus dispensing fee	78.25% + \$0.00
Retail 90 Rx (Optional)	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Rebate Share	
Incentivized rebate share (retail) - per claim returned to the client	\$4.25
Incentivized rebate share (mail order) - per claim returned to the client	\$15.00
Additional Programs	
Prior authorizations - per clinical prior authorization	Included

Specialty drugs are priced on an individual drug basis at the market competitive rate, most commonly around 12.5%. Dispensing fees are charged on a limited number of specialty drugs, primarily vaccines.

Compound Drug Claim Pricing: AWP less Pass-through Contracted Discount + \$7.50 Dispensing fee

¹ An additional \$1.75 per claim applies to the electronic per claim fee for paper claims. Per claim rate guaranteed first year only.

Fixed Fee Pharmacy Pricing

Pharmacy Conditions

Fees proposed assume the use of OptumRx™ as the pharmacy benefits manager.

Retail and mail order guarantees are reconciled in the aggregate.

Mail Service rates are based on an average days supply of 84 or greater for all claims with the exception of all specialty and certain non-specialty injectable drugs. A specialty exhibit can be provided upon request.

Plans with medical and pharmacy benefit integration are considered non-incentivized for pharmacy rebates (i.e. high deductible health plans, health savings accounts, and PPOs with deductibles greater than \$1,000).

Medicare eligible retirees are only eligible for fixed fee pharmacy pricing.

Rates exclude compound and Direct Member Reimbursement claims. (ie: Paper Claims)

Rebate guarantees and generic AWP discounts may be adjusted proportional to the impact of unexpected releases of generic products to market, or the withdrawal/recall of existing branded products.

Generic discount and dispensing fee guarantees cover Multi-Source products only. A Multi-Source product is defined as one that is manufactured by more than two generic manufacturers. The brand discount and dispensing fee guarantees apply to non-Multi-Source products.

UMR and OptumRx™ reserves the right to renegotiate in good faith rates, fees, and guarantees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided.

All rates and fees are contingent upon the selection of OptumRx™ as the exclusive mail provider. Additional fees apply if another mail provider is selected.

Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.

Rebate Management Terms

Based on adoption of OptumRx™ formulary, formulary management, and utilization management.

OptumRx's collection and distribution of funds received.

Unrestricted access to 90 days supply scripts in retail.

Incentivized plan designs are two-tier closed or three-tier with a minimum of \$10.00 difference in copayment or 10% difference in coinsurance between preferred and non-preferred branded drugs.

Any deviations to the Administrator's Formulary and Utilization Management that adversely impacts rebates will result in a proportional adjustment to the corresponding rebate guarantees.

Rebates may not include Prescription Claims that require the Members to pay more than 50% of the total annual cost for all Prescription Claims under the applicable Benefit Plan.

Any reduction in rebates earned by OptumRx™ as a result of changes to formulary and/or benefit design not initiated or approved by OptumRx may result in adjustments to rebate payments or guarantees effective concurrently with such occurrences.

Rebate ineligible paid claims such as those from 340B pharmacies(in-house) or entities eligible for federal supply schedule prices (e.g., Dept. of Veterans Affairs, US Public Health Service, Dept. of Defense) are excluded from rebate guarantees.

Fixed Fee Pharmacy Pricing

"AWP" means the average wholesale price of a Prescription Drug or other pharmaceutical products or supplies based on the Pricing Source. For Prescription Drugs or other pharmaceutical products or supplies not dispensed by Administrator's Mail Order Pharmacy or Specialty Pharmacy, AWP is based on the NDC of the drug dispensed. For Prescription Drugs or other pharmaceutical products or supplies dispensed by Administrator's Mail Order Pharmacy or Specialty Pharmacy, AWP is based on a package size of 100 units for pills, capsules and tablets and 16 ounce quantities for liquids (or the next closest package size if these quantities or sizes are not available) or the manufacturer's individual pre-packaged item (e.g., tube, drop dispenser, etc.).

VIII

R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. December 16, 2013.

Your Committee to whom was referred Res. No. 94-13-14 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2014; 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

5.9

Res. No. 94 - 13 - 14. By Alderperson Donohue. November 18, 2013.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2014.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Delta Dental to administer dental benefit plan services for the City for the period January 1, 2014 through December 31, 2014, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

Jeffery M. Donohue

Sett
approved

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

SCHEDULE 6.1

SCHEDULE OF ADMINISTRATIVE FEES

90811 - 0 - 09102013

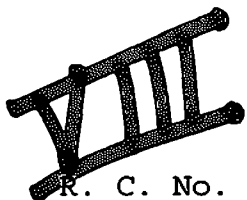
To be attached to, and made part of, the Third-Party Administrative Agreement, Article VI – Administrative Fees.

IT IS HEREBY AGREED, that the Administrative Fees, payable on a monthly basis from City Of Sheboygan to Delta Dental of Wisconsin, shall be the following, and shall be valid starting on January 1, 2014, and ending on December 31, 2014.

Monthly Administrative Fee:

Per Employee

\$3.83



R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. December 16, 2013.

Your Committee to whom was referred Res. No. 95-13-14 by Alderperson Donohue authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2014 through December 31, 2014; 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

5.10

Res. No. 95 - 13 - 14. By Alderperson Donohue. November 18, 2013.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2014 through December 31, 2014.

WHEREAS, the City allows employees to enroll in a flexible spending program;

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan enter into a Flexible Benefit Plan Agreement for Services for the time period January 2, 2014 through December 31, 2014.

My Lynne / Howland

546
approved

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. December 16, 2013.

Your Committee to whom was referred Res. No. 96-13-14 by Alderperson Donohue to enter into contract with Symetri Stop Loss Insurance Coverage effective January 1, 2014. Coverage in 2014 will be \$145,000 per unit; 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

5.11

Res. No. 96 - 13 - 14. By Alderperson Donohue. November 18, 2013.

A RESOLUTION authorizing the City to enter into contract with Symetri Stop Loss Insurance Coverage effective January 1, 2014. Coverage in 2014 will be \$145,000 per unit.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract accepting a supplemental Stop Loss Insurance Plan to include a separate plan for Transplant Coverage, Optum's Managed Transplant Program.

BE IT RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411032-540206 in payment of same.

By Lynne Donohue

*Set 6.
approved*

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



OptumHealth
6101 Carnegie Blvd.,
Suite 450
NC015-1000
Charlotte, NC 28209
P : 704-442-4104
F : 800-728-4880
www.optumhealth.com

Policyholder: City of Sheboygan

Policy Date: January 1, 2014 to December 31, 2014

Policy Number: 1000467

Premium Due Date: January 1, 2014

The Policyholder has selected the following critical care benefits plan: Optum's Managed Transplant Program

Premium Rates: \$6.59 Single
\$15.81 Family

Commissions: 10%

By signing this document I agree to renew the Managed Transplant Program policy for City of Sheboygan.

A handwritten signature in black ink, appearing to read 'John P. DeWitt', written over a horizontal line.

(Signature)

Chief Administrative Officer

(Title)

10/25/2013

(Date)



OptumHealth Transplant Solutions
Managed Transplant Program (MTP) — Employer

Controlling Costs for Self Funded Organizations

A fully insured transplant carve out product to better manage risk, costs and patient outcomes during transplant episodes

- Protects self funded groups from the risk of unpredictable, high cost transplant procedures
- Protects self funded groups from the costs associated with stop loss including deductibles and lasering
- Provides additional clinical benefits:
 - Patient access to transplant Centers of Excellence
 - Transplant nurse case managers
 - Top transplant physicians to optimize patient outcomes

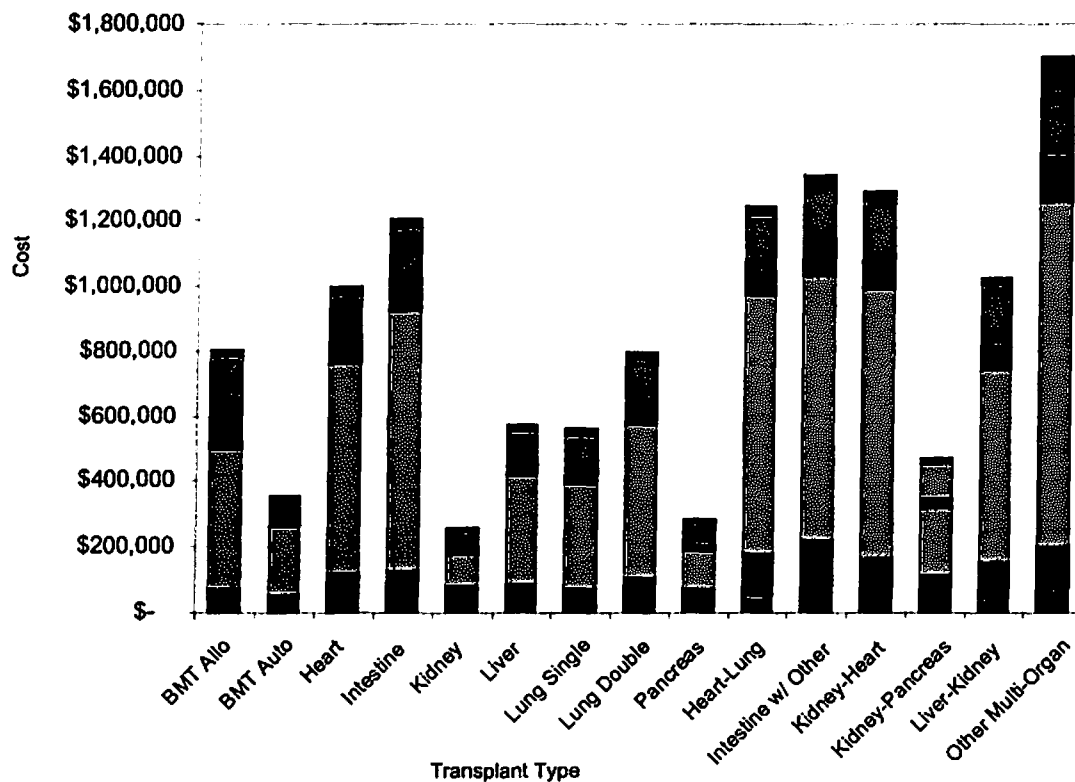
Why Clients Choose to Purchase a Transplant Risk Carve out Solution

- ✓ Want to accept even less risk than their current solution
- ✓ Want to make transplants a more predictable, even expense
- ✓ Do not want large, catastrophic transplants impacting the bottom line
- ✓ Want to reduce their stop loss costs and future trend increases
- ✓ It is the least costly way to manage transplant risk on a long term basis
- ✓ Want to subcontract transplant management to a third party
- ✓ Transplant management is not a strength for the organization
- ✓ Volumes too low to justify the transplant management resources
- ✓ Want to provide best case outcomes for their covered lives

Transplant Costs are Significant

U.S. average billed charges for 180 days post transplant is \$471,857

Estimated 2011 U.S. Average First Year Billed Charges Per Transplant



On average, 65% of a transplant's total cost equals the hospital and physician

- Outpatient immunosuppressant and other RX
- 180 days post transplant admission
- Physician during transplant
- Hospital transplant admission
- Procurement
- 30 days pre-transplant

Milliman estimated U.S. average billed charges related to 30 days prior and 180 days after transplant for the commercial population under age 65

Transplant Costs: Milliman Estimates

Milliman Estimated U.S. Average 2011 Billed Charges Per Transplant

	Phase 1 30-days pre-transplant	Phase 2 Procurement	Phase 3 Hospital	Phase 3 Physician	Phase 4 180 days post transplant	Phase 5 Immuno- suppressants	2011 estimated average cost	2011 estimated volume
BMT-Allo	\$41,400	\$38,900	\$ 419,600	\$22,400	\$259,800	23,300	\$805,400	6,894
BMT-Auto	\$44,600	\$18,200	\$198,200	\$10,800	\$84,900	\$7,100	\$363,800	13,263
Heart	\$47,200	\$80,400	\$634,300	\$67,700	\$137,800	\$30,300	\$997,700	2,161
Heart-Lung	\$56,800	\$130,500	\$777,700	\$81,000	\$169,100	\$33,300	\$1,248,400	30
Intestine	\$55,100	\$78,500	\$787,900	\$104,100	\$146,600	\$34,600	\$1,206,800	74
Intestine, other organs	\$57,900	\$172,700	\$795,900	\$116,300	\$160,900	\$39,500	\$1,343,200	151
Kidney	\$17,000	\$67,200	\$91,200	\$18,500	\$50,800	\$18,200	\$262,900	16,571
Kidney-Heart	\$48,800	\$123,600	\$813,000	\$93,900	\$184,800	\$32,400	\$1,296,500	66
Kidney-Pancreas	\$20,800	\$102,500	\$194,900	\$34,700	\$100,400	\$21,400	\$474,700	867
Liver	\$25,400	\$71,000	\$316,900	\$46,600	\$93,900	\$23,300	\$577,100	5,898
Liver-Kidney	\$46,800	\$117,500	\$574,100	\$83,100	\$180,100	\$24,400	\$1,026,00	369
Lung-double	\$21,400	\$90,300	\$458,500	\$56,300	\$142,600	\$28,200	\$797,300	1,050
Lung-single	\$10,300	\$73,100	\$302,900	\$33,500	\$117,700	\$23,700	\$561,200	734
Other multi-organ	\$75,400	\$131,000	\$1,050,100	\$139,500	\$278,600	\$32,900	\$1,707,500	42
Pancreas	\$17,00	\$65,000	\$108,900	\$17,800	\$61,400	\$19,300	\$289,400	286
Average	\$39,060	\$90,693	\$501,607	\$61,747	\$144,627	\$26,127	\$863,860	48,455
Average %	4.5%	10.5%	58.1%	7.1%	16.7%	3.0%	100%	

15.6 transplant per 100,000 lives | \$471,857 in average billed charges per transplant episode
\$7.4 million in billed charges per 100,000 lives | All ages

Transplant Types and Incidences are Unique

A 100,000 life group can expect \$7.4M in billed transplant charges based on 2011 Milliman estimates of national incidence

Organ Type	Incidence	Milliman Weighted Average Estimated Billed Charges Per Transplant			
		Year	Weighted Average Cost	% Increase	Incidence
Bone Marrow	6.46	2002	\$250,178		16.2
Kidney	5.30	2005	\$297,736	19.0%	15.8
Liver	1.98	2006	\$330,710	11.1%	16.1
Heart	.68	2007	\$380,760	15.1%	15.8
Lung (Singles and Double)	.50	2008	\$426,624	12.0%	16.4
Pancreas	.11	2011	\$471,857	10.6%	15.6
Multi-Organ/Other	.57				
Total Transplants	15.6				
Wt Avg Billed Per Transplant	\$ 471,857				
Total Exposure/100k Lives	\$7,360,969				
Total Percentage Increase 2002-2011					89.0%
Average Annual Growth Rate 2005-2011					10.0%

Billed Transplant charges have almost doubled in less than a decade.



*Source: Milliman Cost Estimates from 2002 - 2011

Proprietary and Confidential. Do not distribute.

Transplant Risk by Group Size

Transplant risk is high, even for smaller groups

A 300 EE group has a >50% probability of experiencing a transplant episode per five year period¹

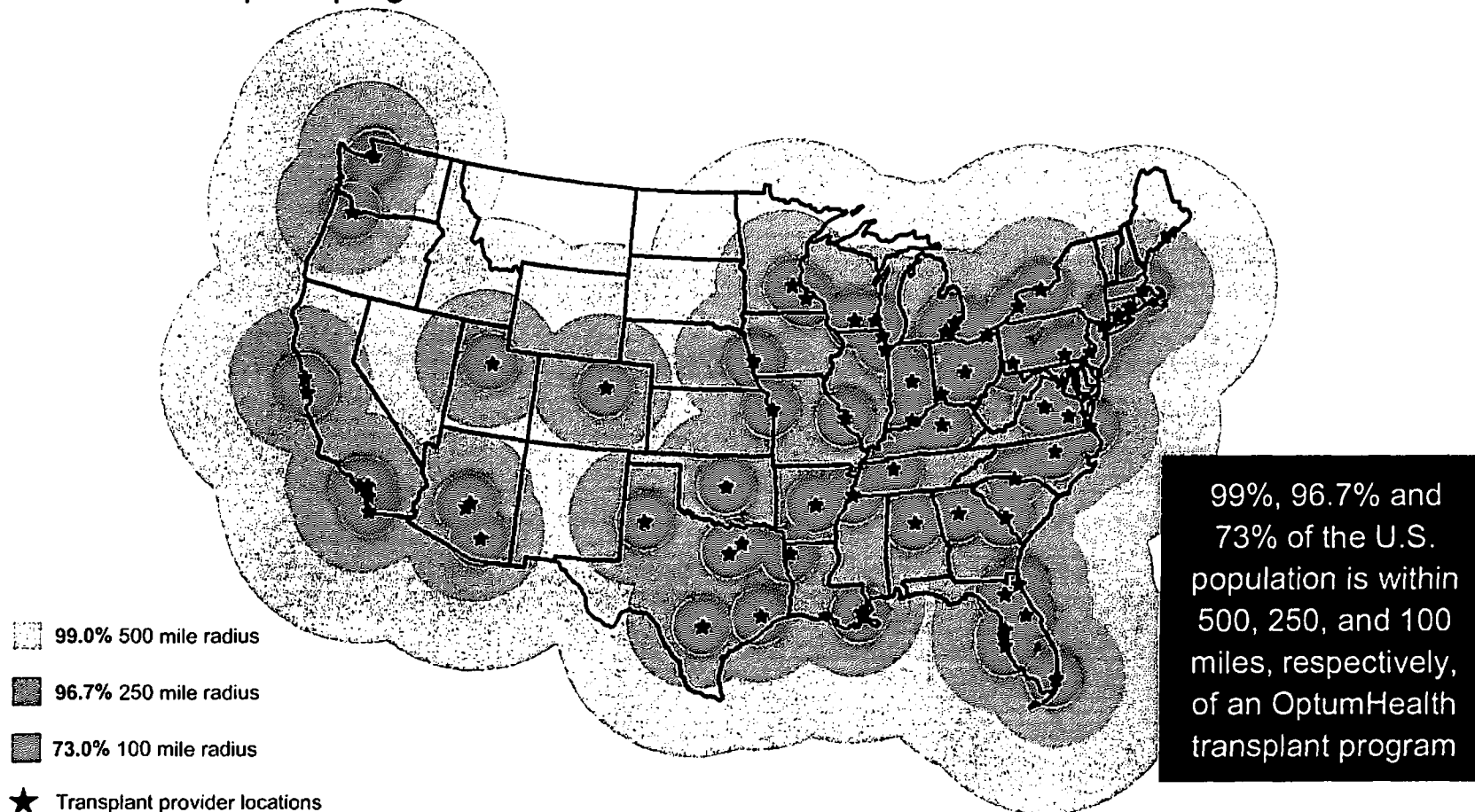
Number of employees ²	Within one year	Within three years	Within five years
100	5%	14%	23%
200	10%	27%	40%
300	14%	37%	54%
400	19%	46%	64%
500	23%	54%	72%
1,000	40%	79%	92%
2,000	64%	95%	99%
3,000	79%	99%	100%
4,000	87%	100%	100%
5,000	92%	100%	100%

¹Based on Milliman 2011 Transplant Projections

²EES x factor of 2.25

OptumHealth's Transplant Centers of Excellence Network is Designed for Quality, Access, Choice and Ease

Access to the best national transplant network including 139 Centers of Excellence facilities and 719 transplant programs



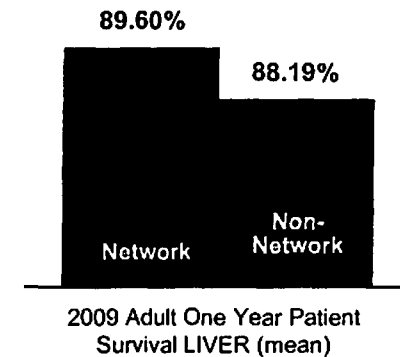
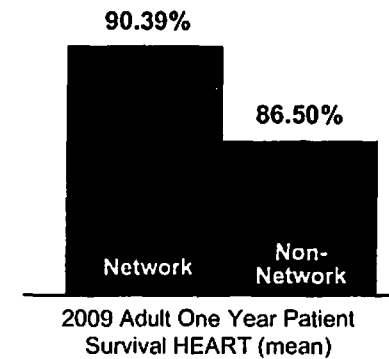
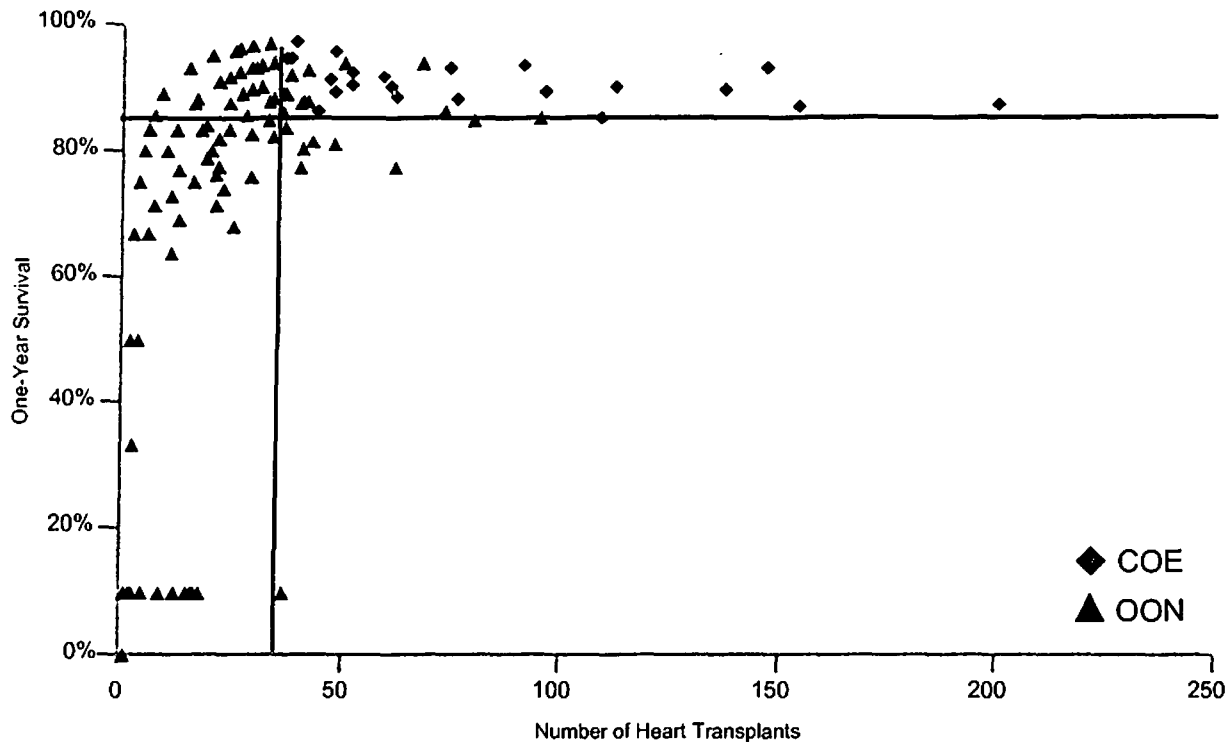
For a complete listing of the OptumHealth's COE network, please visit www.myoptumhealthcomplexmedical.com

Network Diligence in Quality Assessment

Defining Best in Class

Transplant Solutions COE network focuses on best centers to drive better clinical outcomes

Adult Heart Transplant Centers Volume and One Year Survival



Value to Clients: Employee Benefits

- Access to OptumHealth's Centers of Excellence Network
- Covers all transplants: solid organ and blood/marrow (cord blood, stem cells, bone marrow transplants)
- First dollar coverage: no deductible, coinsurance or copays
- Unlimited benefit for transplant services preserves annual max benefit of underlying major medical coverage
- All transplant-related expenses
 - Covered from one day prior to transplant through a maximum of 365 days following the transplant
 - Includes immunosuppressant (anti-rejection) drugs

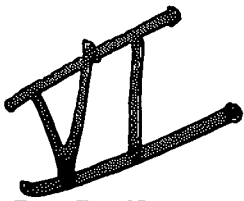
Benefits

1. Inside of benefit period
 - Home health
 - Outpatient treatment
 2. Outside of benefit period
 - Evaluation
 - Search and registry
 - Organ procurement
 - Travel and lodging benefits
- Non-network coverage
 - No pre-existing condition clause



Thank You.

For more information about Care Solutions from OptumHealth, contact your OptumHealth sales executive or visit optumhealth.com
OptumHealth | Optimizing Health and Well-Being | optumhealth.com
© 2011 OptumHealth. All Rights Reserved.



R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. December 16, 2013.

Your Committee to whom was referred R. O. No. 202-13-14 submitting a communication from Alderperson Bohren comparing salaries for Fire Chief in the City of Sheboygan and other Comparable Cities in the State; recommends filing the Report of Officer.

_____ 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~~

3.1

R. O. No. 202 - 13 - 14. By CITY CLERK. December 2, 2013.

Submitting a communication from Alderperson Bohren comparing salaries for Fire Chief in the City of Sheboygan and other Comparable Cities in the State.

~~Ad. + H. +~~
cc + file

Susan Richards
City Clerk

WISCONSIN FIRE CHIEF SALARIES
FOR SHEBOYGAN AND COMPARABLE CITIES

This is the *proposed* salary range for the City of Sheboygan Fire Chief:

- Starting Salary: \$91,037 (with benefits*, \$121,446)
- Mid-point Salary: \$113,797 (with benefits*, \$146,895)
- Maximum Salary: \$136,556 (with benefits*, \$172,612)

*Benefits include 13% of salary into WRS and 88% of City's Health Premium - Family Plan.

Compared to an average of six other comparable cities** (Fond du Lac, West Allis, Wauwatosa, Oshkosh, Manitowoc and La Crosse) in Wisconsin, the proposed starting salary for the City of Sheboygan Fire Chief is approximately \$7,800 higher; mid-point salary, approximately \$18,900 higher; and maximum salary, approximately \$29,300 higher. (See below comparisons.)

**Data collected via telephone conversations by Ald. Jim Bohren with HR staffs in "Comparable Cities" listed.

City	Starting Salary	Mid-point Salary	Maximum Salary
Sheboygan, WI 2010 Pop. 49,288	\$91,037	\$113,797	\$136,556
COMPARABLES:			
Fond du Lac, WI 2010 Pop. 43,021	\$93,000	\$104,000	\$120,000
West Allis, WI 2010 Pop. 60,411	\$87,880	Unspecified.	\$109,844
Wauwatosa, WI 2010 Pop. 46,396	\$80,789	\$100,057	\$113,813
Oshkosh, WI 2010 Pop. 66,083	\$86,599	Unspecified.	\$98,962
Manitowoc, WI 2010 Pop. 33,736	\$71,032	\$83,324	\$96,595
La Crosse, WI 2010 Pop. 51,320	\$80,100	\$92,123	\$104,146

Comparing the *average* starting, mid-point and maximum salaries of Fire Chiefs in the six listed cities, to the proposed Sheboygan Fire Chief's (Pay Grade 15) starting, mid-point and maximum salary, the result is that Sheboygan's is significantly higher:

City	Starting Salary	Mid-Point Salary	Maximum Salary
Sheboygan	\$91,037	\$113,797	\$136,556
Average of Comparable cities listed	\$83,233	\$94,876	\$107,227
Difference between Sheboygan & Average	+\$7,804	+\$18,921	+\$29,329

SHEBOYGAN FIRE CHIEF SALARY WITH BENEFITS

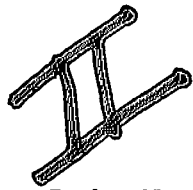
STARTING SALARY	\$91,037
(Add) 13% (approx.) of Salary into WRS	\$11,835
(Add) 88% of Health Premium - Family Plan	\$18,304
TOTAL	\$121,446

MID-POINT SALARY	\$113,797
(Add) 13% (approx.) of Salary into WRS	\$14,794
(Add) 88% of Health Premium - Family Plan	\$18,304
TOTAL	\$146,895

MAXIMUM SALARY	\$136,556
(Add) 13% (approx.) of Salary into WRS	\$17,752
(Add) 88% of Health Premium - Family Plan	\$18,304
TOTAL	\$172,612

IN SUMMARY: Because of the discrepancies between the proposed salary range for the new City of Sheboygan Fire Chief and the salaries of Fire Chiefs in comparable cities listed in this document, it is respectfully requested that the Salaries & Grievances Committee consider changing the Salary Grade from Grade 15 to Grade 12 or Grade 13.

(To further illustrate the need for the Salaries & Grievances Committee to reconsider the proposed salary range for the City of Sheboygan Fire Chief - while not comparable in population size - the City of Green Bay, Wisconsin, population 104,057 recently hired a new Fire Chief at the starting salary range of \$84,120 with a maximum of \$104,625. The City of Green Bay requires a Bachelor's Degree, with a Master's Degree, preferred, at that salary range.)



R.O. No. - 13 - 14 . By Dir. Of Planning & Dev. December 16, 2013.

Submitting a communication from John Johnston, Johnston Bakery in regards to his interest in purchasing an additional 2.7 acre parcel of land in Sheboygan Business Center for building expansions.

Director of Planning and Development



1227 Superior Avenue, Sheboygan, WI 53081

(920) 458-3342

Nov, 30th 2013

**Chad Pelishek
Director of Planning & Development**

**828 Center Ave
Suite 104
Sheboygan, WI 53081**

Hello Chad,

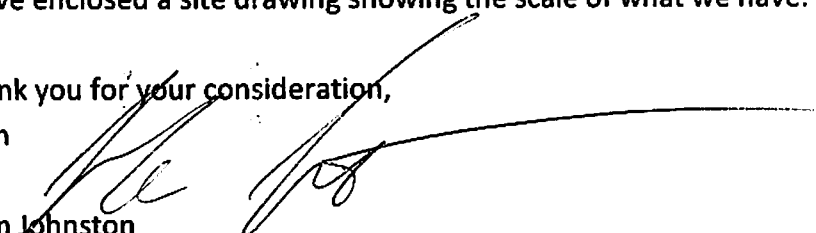
As we discussed I am writing to you in regard to our property at 3220 Weeden Creek Road, in the industrial park. More directly, our concern of becoming land locked.

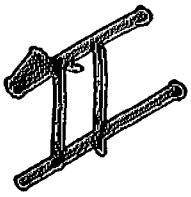
As you know, we are completing an expansion of this facility and are hopeful that business will continue to grow and we will be repeating this process in the not too distant future. The lot that we have right now would only allow for one more small expansion. We are faced with a concern that we will need more property to our east. If this property were to be developed by another entity, we would be landlocked and face the very real possibility of having to move our entire operation to another location.

With that in mind we would like to purchase a minimum additional 400 feet of property (directly to the east of existing property), allowing us to double the size of the current structure, while maintaining a Fire road around the building (required after our next expansion).

I have enclosed a site drawing showing the scale of what we have.

Thank you for your consideration,
John


John Johnston
Johnston's Bakery Inc.



R. O. No. - 07 - 08 By CITY CLERK.

Submitting an application from AW Real Estate for a change in the zoning classification of property located at 1539 N. 33rd Pl. from Class UR Urban Residential to Class SO Suburban Office Classification.

City Clerk

Date: 12-10-13

Ref: Zoning Change Request from (UR)Urban Residential to (SO) Suburban Office.

Location: 1539 N 33rd Place, Sheboygan, WI

My name is Carl Amundsen and I am one half owner of AW Real Estate, llc. We have owned this property just about 13 yrs now. This property was purchased from Aurora Health Care as an investment property and leased back to them until the middle of 2012. Aurora used the building as executive offices. The building was empty for approximately one year.

In June 2013, we leased approximately one half the building to National Motorsports Services, Inc. for their office operations only. Upon filing for a Sign Permit we were informed the property was zoned Urban Residential. At that point we were advised that we were in violation of the zoning code and we needed to apply for a Special Use approval. That was approved and completed in November, 2013. In addition, Steve Sokolowski advised us to apply for a zoning change to (SO)Suburban Office.

We believe the zoning change is needed for the following reasons:

1. This building and property were originally developed as a commercial office building.
2. The connecting properties on North 33rd Place are Zoned Suburban Office.
3. The property has always been used for commercial office use and has a proven track record to be good neighbors and an asset to the area.
4. I believe this property was zoned incorrectly several years ago due to a clerical or oversight error when the original track of land was broken up.

We now have a tenant for the remainder of the building. Heinen Chiropractic has agreed to lease the other one half of the building for the next 15 years. They will be a perfect fit for the space and a great asset to the area. We hope to have them up and running by February 01, 2014.

I can be reached at 920-377-1915 or ca@prioritysign.com if you require more detailed information.

We appreciate your consideration,

Carl Amundsen

AW Real Estate, llc

APPLICATION NO.: _____

RECEIPT NO.: 132 035

FILING FEE: \$200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP
 (Requirements Per Section 15.903)
 Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: AW Real Estate PHONE NO.: (920) 377-1915
 ADDRESS: 837 Riverfront Drive, E-MAIL: ca@prioritysign.com
SHEBOYGAN, WI 53081
 OWNER OF SITE: CARL AMUNDSEN PHONE NO.: (920) 377-1915

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1539 N. 33rd Place
 LEGAL DESCRIPTION: PART of Tract 3 of a certified survey map
Recorded in Vol. 8, Page 226, Being part of SE 1/4 of the SW 1/4
of section 16, T15N, R23E.
 PARCEL NO. 59281631597 MAP NO. _____
59281631598
 EXISTING ZONING DISTRICT CLASSIFICATION: UR 12 Urban Residential
 PROPOSED ZONING DISTRICT CLASSIFICATION: SO Suburban Office
 BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____
Commercial Office
 BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____
Commercial Office

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? This should

remain the same. No CHANGE.

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: I Believe this property was never
correctly zoned or a recording error was
made in the past.

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 property will be

used as a commercial office in the same
manner since it was constructed.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The property is directly NEXT TO OTHER
properties that are ZONED (S0). This property
was constructed in THE MID 80's as A commercial
office building.

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

12-5-13
DATE

Carol Amundson
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

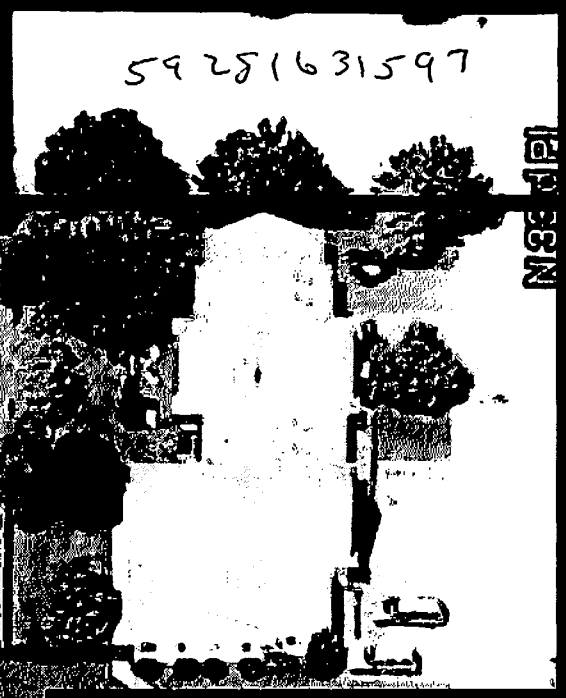
A copy of the current zoning map of the subject property and vicinity showing:

- ☐ 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.

Tom Horness TO FORWARD MAP INFO
PER CONVERSATION ON 12-5-13.

59281631597

N33dPI

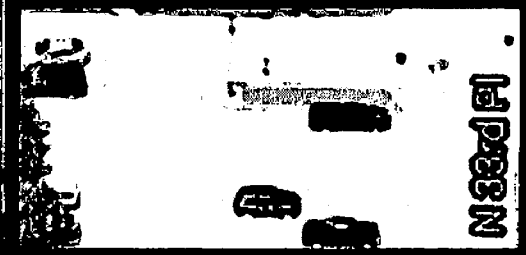


59281631598

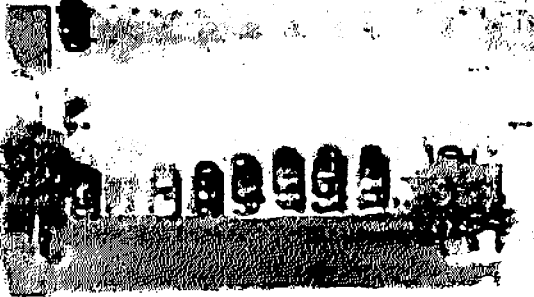
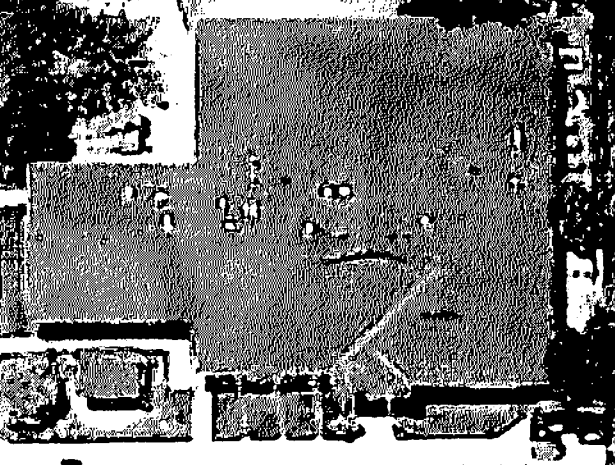
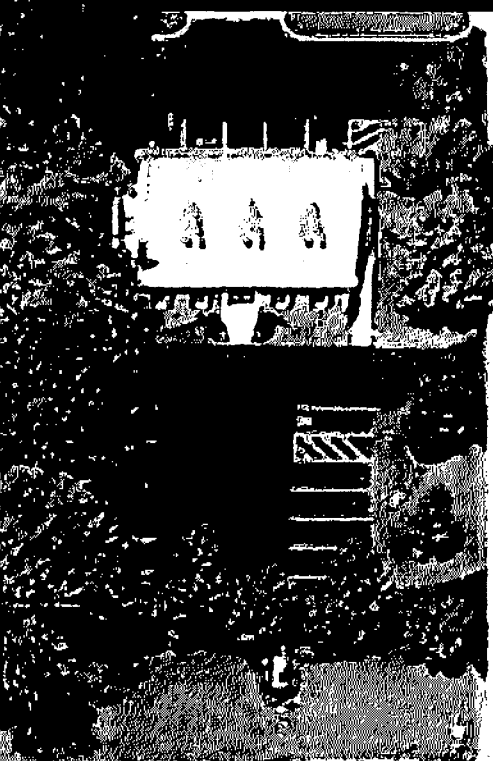
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N33dPI



N33dPI

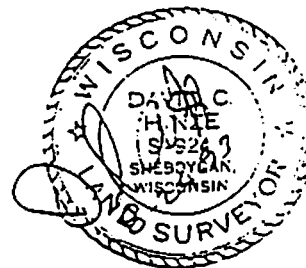
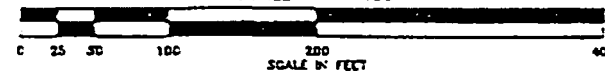


S1/4 CORNER
SEC. 16-15-23



NORTH IS REFERENCED TO THE SOUTH LINE OF THE SW¹/₄ OF SECTION 16, TOWN 15 NORTH, RANGE 23 EAST, HAVING AN ASSUMED BEARING OF S 88°25'48" W.

SCALE: 1" = 100'



31,062	sq. ft.
0.713	acres

0 = 1" I.P. FOUND
6 = 3/4" I.P. FOUND
4 = P-K NAIL FOUND

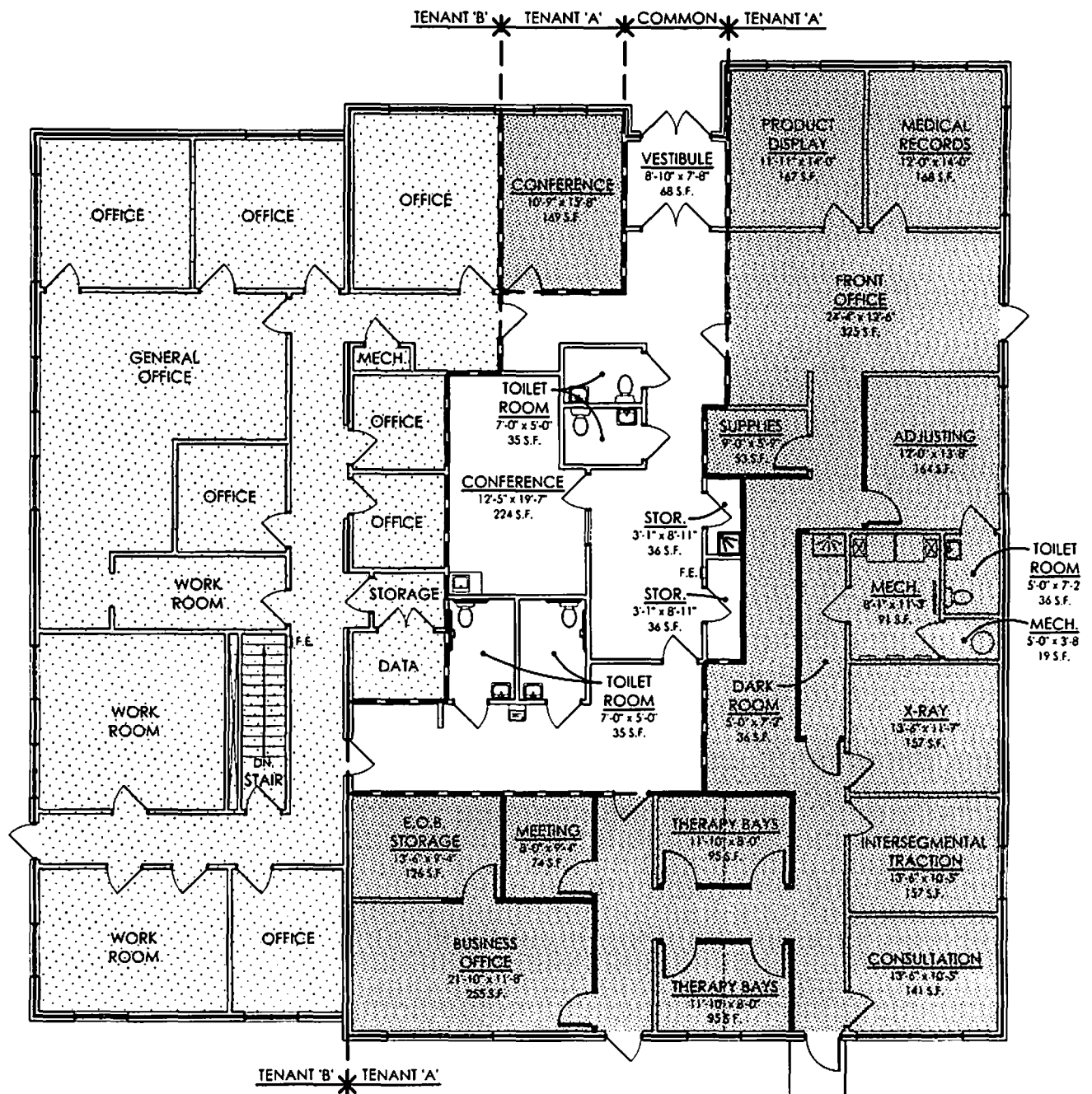
SHEET 1 OF 2

THIS INSTRUMENT DRAFTED BY DAVID C. HINZE JR. OF HINZE & ASSOCIATES, INC.

JOB NO. 5-6795

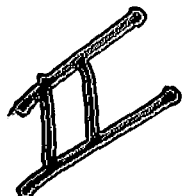
BOOK NO. . PAGE NO.

SITE PLAN:



OVERALL FLOOR PLAN

SCALE: 1/8" = 1'-0"



R. O. No. - 13 - 14 . By CITY CLERK. December 16, 2013.

Submitting a claim from Bret Froh for alleged damages to his vehicle.

City Clerk

DATE RECEIVED 12-9-13

RECEIVED BY R. Schneider

CLAIM NO. 12-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Bro M Froh
2. Home address of Claimant: 328 St. Clair Ave.
3. Home phone number: 920-889-9650
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 10/12/13
6. Where did damage or injury occur? (give full description) 7th and Erie ave.
7. How did damage or injury occur? (give full description) I had been arrested for unpaid fines, police officers moved my ^{car} and during the process ripped my door handle off the driver door.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: ~~TPR~~ J REESE
 - (b) Claimant's statement of the basis of such liability: TPR J REESE was the cop that pulled me over but there were a few officers on the scene. The handle was placed on my driver seat with the doors locked so I know it was them.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

NO INJURIES.

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

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

Auto: \$ 197.41

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL 197.41

Damaged vehicle (if applicable)

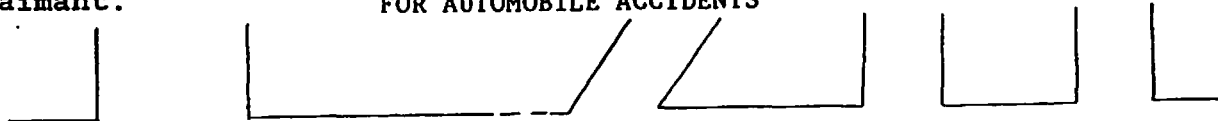
Make: Chrysler Model: 300C Year: 2006 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

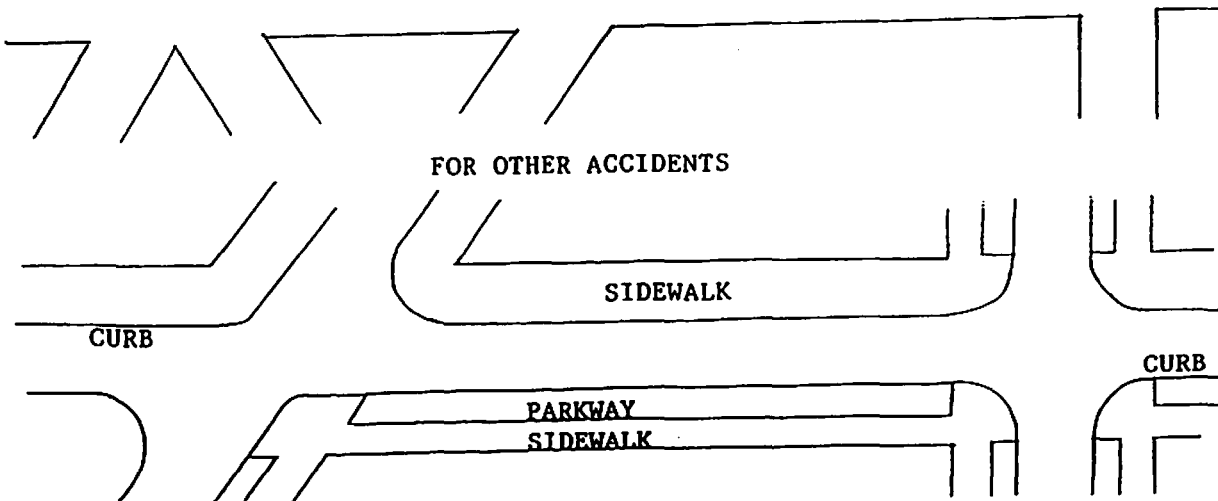
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Bruce

Date: 10/22/13

DATE RECEIVED

12-9-13

RECEIVED BY

L. Schueler

CLAIM NO.

12-13

CLAIM

Claimant's Name:

Bert Fink

Auto

197.41
\$ - 7.57

Claimant's Address:

328 St. Clair ave

Property

\$ _____

Claimant's Phone No.

889-9650

Personal Injury

\$ _____

Other (Specify below)

\$ 105.50

TOTAL

197.41Other is labor + taxes

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 \$ 197.41.

SIGNED:

Bert Fink

DATE:

12/9/13

ADDRESS:

328 St. Clair ave.Sheboygan, WI. 53081

597058

Estimate of Auto Repairs

**AS LISTED FOR LABOR AND MATERIALS
VERBAL AGREEMENTS NOT BINDING – ESTIMATES FREE**

OWNER Brett FROM	PHONE NO.	DATE 10-25-13
ADDRESS		EST. NO.
INSURANCE CO. 920-889-4650	PHONE NO.	ORDER NO.
ADDRESS		LICENSE NO.

YEAR/MAKE 2006 Chevy	MODEL 300C	MILEAGE 108027	MOTOR NO. 5.7L	SERIAL NO.
-------------------------	---------------	-------------------	-------------------	------------

[illegible]

KVINDLOG SERVICES, INC.
104 S. Mill St.
Waldo, WI 53093

PARTS PRICE BASED ON STANDARD CATALOG PROCUREMENT PRICE LISTS. SUBJECT TO CHANGE WITHOUT NOTICE. PROCUREMENT AND DELIVERY CHARGES MAY BE ADDED FOR SPECIAL SERVICE OR ITEMS NOT AVAILABLE LOCALLY.

OLD PARTS REMOVED FROM CARS WILL BE JUNKED UNLESS OTHERWISE INSTRUCTED IN WRITING. THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. OCCASIONALLY, AFTER WORK HAS STARTED, WORN PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION. BECAUSE OF THIS, THE ABOVE PRICES ARE NOT GUARANTEED.

ESTIMATED BY

ESTIMATE APPROVED BY

AUTHORIZED AND ACCEPTED

BY OWNER
OR AGENT

DATE _____

**TOTAL
MATERIALS**

TOTAL LABOR

TOTAL MATERIALS

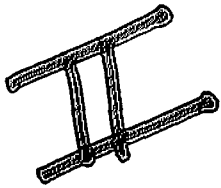
Sitop Supplies

TAX

PAID OUT *5418 & 5174*

SUBLET REPAIRS

TOTAL



R. O. No. - 13 - 14 . By CITY CLERK. December 16, 2013.

Submitting a claim from Laura Nisporic for alleged damages to her vehicle that was parked on Pennsylvania Avenue.

City Clerk

DATE RECEIVED 12-5-13

RECEIVED BY SS Schroeder

CLAIM NO. 11-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Laura Nisporic
2. Home address of Claimant: 2524 Pershing Avenue
3. Home phone number: 920-457-0228
4. Business address and phone number of Claimant: Sheboygan Post Office
522 N. 9th St. 920-458-2294
5. When did damage or injury occur? (date, time of day) Nov. 1, 2013 8:30-9:00 am
6. Where did damage or injury occur? (give full description) My car was parked
just west of S Water Street on Pennsylvania Avenue
7. How did damage or injury occur? (give full description) City vehicle hit
my parked car on the left side.
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: City vehicle hit
my ~~parked~~ legally parked car and the truck parked
behind me. We were not in the car.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A

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

No Injuries. Car sustained damage along the
entire driver's side. (see pictures)

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

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

Auto: \$ 4,337.29

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 390.15

Rental Car TOTAL \$ 4727.44

Damaged vehicle (if applicable)

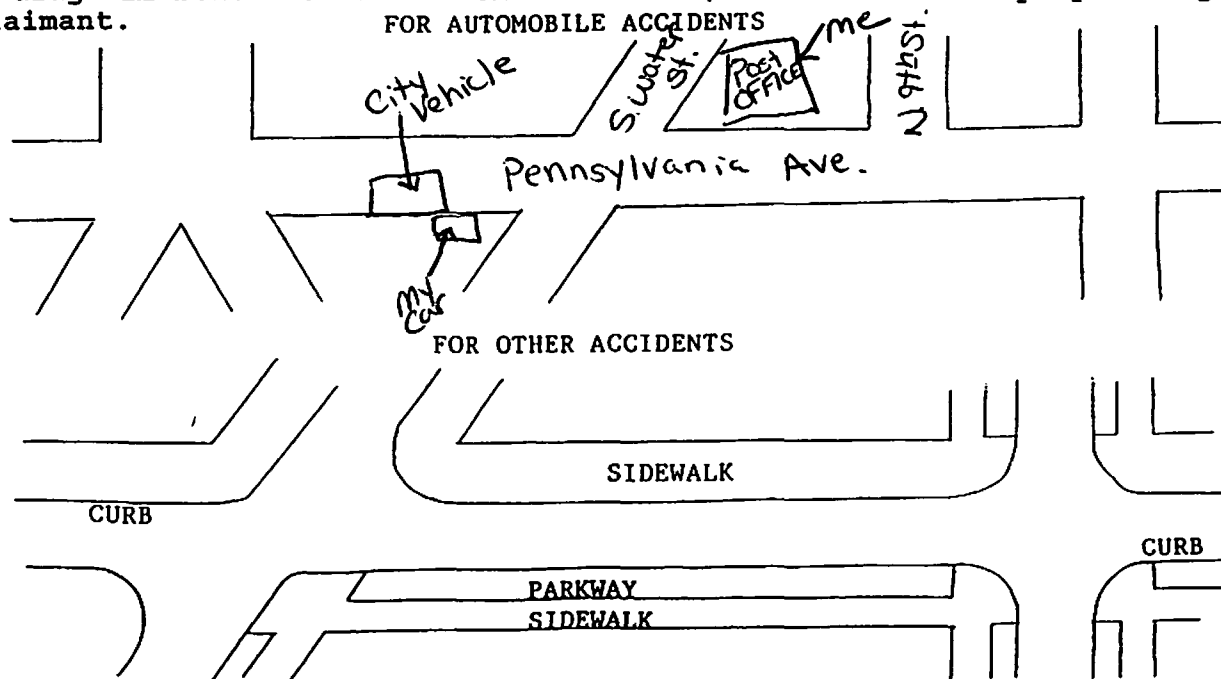
Make: Pontiac Model: Vibe Year: 2004 Mileage: 119875

Names and addresses of witnesses, doctors and hospitals: _____

N/A

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

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



SIGNATURE OF CLAIMANT: Laura Nisporin

Date: 11/19/12

DATE RECEIVED 12-5-13

RECEIVED BY LS Schneider

CLAIM NO. 11-13

CLAIM

Claimant's Name: Laura Nisporic

Auto \$ 4,337.29

Claimant's Address: 2524 Pershing Ave

Property \$

Sheboygan WI 53083

Personal Injury \$

Claimant's Phone No. 920-457-0228

Other (Specify below) \$ 390.15

Rental
car TOTAL \$ 4727.44

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 \$ 4727.44.

SIGNED

Laura Nisporic

DATE: 11/19/13

ADDRESS:

2524 Pershing Avenue
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

Invoice

Deans Auto Body

1407 North 29th St.
Sheboygan, WI 53081

Phone (920) 457-5494 Fax (920) 457-6495

No: 13599

Scheduled In Date: 11/18/2013

Delivered Date:

Service Rep: KPHIL BLACK

Page 1

PO No:

Name

NISPORIC, LAURA
2524 PERSHING AVE
Sheboygan, WI 53083-
(920) 457-0228 (920) 334-0228

Service Item

04 Pontiac Vibe STD 4 DR Wagon
Lic: WI 362-RAR
Vin: 5Y2SL62874Z403450 Color: MEDIUM S
PIRAL GREY E
Mileage In: 119870 Out:
Paint Code: 812K,88 Trim Code:

Insurance Information

Claim No: AUJ-WI-30-13-0374568
Policy No: AUJ-8900864
Date of Loss: 11/1/2013
Deductible: 500

Insurance Company

DONEGAL INS. GROUP

Adjuster

JUNG, DIANE

Line No	Operation	Description	Part No.	Type	Amount	Labor Type	Labor Hours	Refinish Hours
1	Additional Labor	Front Bumper Cover R&I	ADDTL LABOR			BL	.5	
2	Remove/Install	Headlamp Assy, Halogen LT	R&I ASSEMBLY			BL	.5	
3	Blend	Fender, Front LT	Blend Refinish					1.9
4	Remove/Install	Flare, Wheel Opening LT	R&I ASSEMBLY			BL	.3	
5	Repair	Door Shell, Front LT	REPAIR			BL	6.0	
6	Refinish	Door Shell, Front LT	Refinish					2.3
7	Remove/Install	Mldg, Front Door Belt LT	R&I ASSEMBLY			BL	.3	
8	Remove/Install	Mldg, Front Door Upper LT	R&I ASSEMBLY			BL	.3	
9	Remove/Install	Mldg, Front Door Lower LT	R&I ASSEMBLY			BL	.4	
10	Remove/Replace	N/Plate, Front Door LT	88969817	TP	74.28	BL	.2	
11	Remove/Replace	Mirror, Outer R/C LT	RECYCLED PART	TP	93.75	BL	.3	
12	Refinish	Mirror, Outer R/C LT	Refinish					.5
13	Remove/Replace	Glass, Front Door T LT	NAGS DD10189-GT	TP	181.65	BL	1.0	
14	Remove/Install	Handle, Front Door Otr LT	R&I ASSEMBLY			BL	.2	
15	Blend	Pnl, Rear Door Outer LT	Blend Refinish					1.1
16	Remove/Install	Mldg, Rear Door Upper LT	R&I ASSEMBLY			BL	.3	
17	Remove/Install	Mldg, Rear Door Belt LT	R&I ASSEMBLY			BL	.3	
18	Remove/Install	Mldg, Rear Door Lower LT	R&I ASSEMBLY			BL	.4	
19	Remove/Install	Pnl, Inner Door Trim LT	R&I ASSEMBLY					
20	Remove/Replace	Tape, Rear Door LT	88969826	TP	33.72	BL	1.3	
21	Remove/Replace	Tape, Rear Door LT	88969828	TP	23.72	BL	.5	
22	Remove/Replace	Glass, Rear Door T LT	RECYCLED PART	TP	93.75	BL	1.0	
23	Remove/Install	Handle, RR Door Outer LT	R&I ASSEMBLY			BL	.7	
24	Blend	Panel, Roof Side LT	Blend Refinish					.8
25	Remove/Install	Rail, Luggage Rack LT	R&I ASSEMBLY			BL	1.0	
26	Repair	Panel, Quarter LT	REPAIR			BL	12.0	
27	Refinish	Panel, Quarter LT	Refinish					2.4
28	Sublet	Glass, Quarter Tinted LT	SUBLET	TP	109.37			
29	Remove/Install	Flare, Wheel Opening LT	R&I ASSEMBLY			BL	.3	
30	Repair	Shell, Tailgate	REPAIR			BL	4.5	
31	Refinish	Shell, Tailgate	Refinish					2.0
32	Remove/Replace	N/Plate, Tailgate	88969818	TP	58.58	BL	.2	
33	Remove/Replace	Emblem, Tailgate	10348686	TP	37.90	BL	.2	
34	Sublet	Glass, Tailgate Heated	SUBLET	TP	109.25			
35	Remove/Install	Mldg, T/Gate Garnish	R&I ASSEMBLY			BL	.5	
36	Remove/Replace	Lens, Taillamp LT	RECYCLED PART	TP	81.25	BL	.3	
37	Additional Labor	Rear Bumper Cover R&I	ADDTL LABOR			BL	.5	

Line No	Operation	Description	Part No.	Type	Amount	Labor Type	Labor Hours	Refinish Hours
38	Refinish	Corrosion Protection	Refinish					.6
39	Remove/Replace	Cover car exterior	AfterMarket	TP	5.00			
40	Additional Labor	De-Nib and polish	Other					
41	Additional Labor	Hazad, waste	Other	TP	3.00			
42	Additional Labor	CLEAN & RETAPE CENTER MLDG	Other	TP	8.00	BL	.5	
43	Repair	R DOOR UPPER FRAME	Other			BL	1.0	
44	Refinish	RF LR DOOR UPPER FRAME	Refinish					.5
45	Additional Labor	LR DOOR MLDG CLEAN RETAPE	Other					
46	Remove/Replace	LR BRAKE LAMP BULB	AfterMarket	TP	9.53	BL	.2	
47		Paint Materials		PM	435.60			

Notes

Type	Description	Qty	Each	Amount	Tax Rate	Tax	Total
BL	Body Labor	35.70	58.00	2,070.60	5.00%	103.53	2,174.13
PM	Paint Materials			435.60	5.00%	21.78	457.38
RL	Refinish Labor	12.10	58.00	701.80	5.00%	35.09	736.89
TP	Taxable Part			922.75	5.00%	46.14	968.89
INVOICE TOTALS				4,130.75		206.54	4,337.29

12/2/2013	Check Sheboygan Falls Check 08-T0011860919	3,781.72
12/2/2013	Check Personal Check 1039	500.00
Total Payments - 4,281.72		
BALANCE DUE		\$55.57

An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of costs incurred by in collecting amounts owed for repairs on the above vehicle I also hereby make, constitute and appoint you and/or your employees as my true lawful attorney for me and in my name, place, and stead to ask, demand, collect, sign for and receive all such sums of money which are or shall be due owing, payable and belonging to me, or detained from me, related to the vehicle herein described. This includes full power and authority to sign my name to all checks, drafts, and/or negotiable instruments related to or arising out of work done by you and/or your employees on the above mentioned vehicle.

Signature: _____

Date: _____

ENTERPRISE RENT-A-CAR INC, 3060 S BUSINESS DR, SHEBOYGAN, WI 530816521 (920) 458-1414

RENTAL AGREEMENT REF#
42773 6CQWNL

RENTER
NISPORIC, LAURA

DATE & TIME OUT
11/18/2013 02:17 PM
DATE & TIME IN
12/02/2013 04:12 PM

BILLING CYCLE
CALENDAR DAY

VEH #1 2013 HYUN ELAN 4GLS
VIN# KMHDH4AE7DU780911
LIC# 277PBS
MILES DRIVEN 380

BILL TO ACCOUNT
SHEBOYGAN FALLS INS**
ATTN: JUNG, DIANE
PO BOX 159
SHEBOYGAN FALLS, WI 53085

CLAIM INFO
374568
INSURED: NISPORIC LAURA
LOSS DATE: 11/01/2013
INSURED
TYPE CAR: VIBE
SHOP: DEAN'S AUTO BODY**
PHONE: (920) 457-5494
ATTN: LEAH

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	11/18 - 12/02	15	DAY	\$25.49	\$382.35
REFUELING CHARGE	11/18 - 12/02				\$0.00
Subtotal:					\$382.35

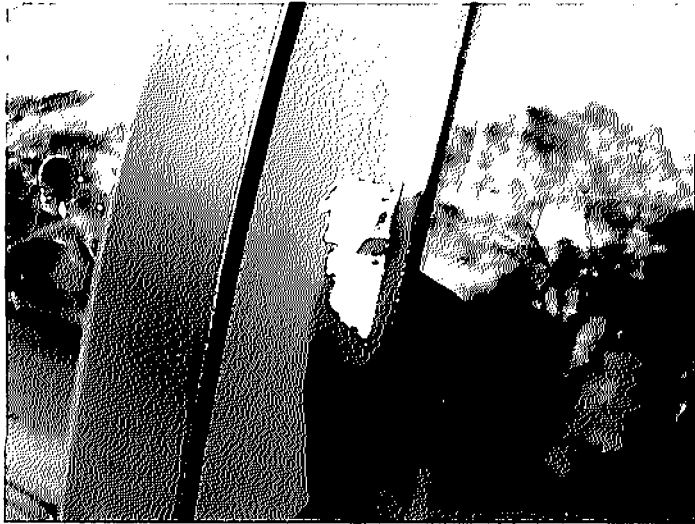
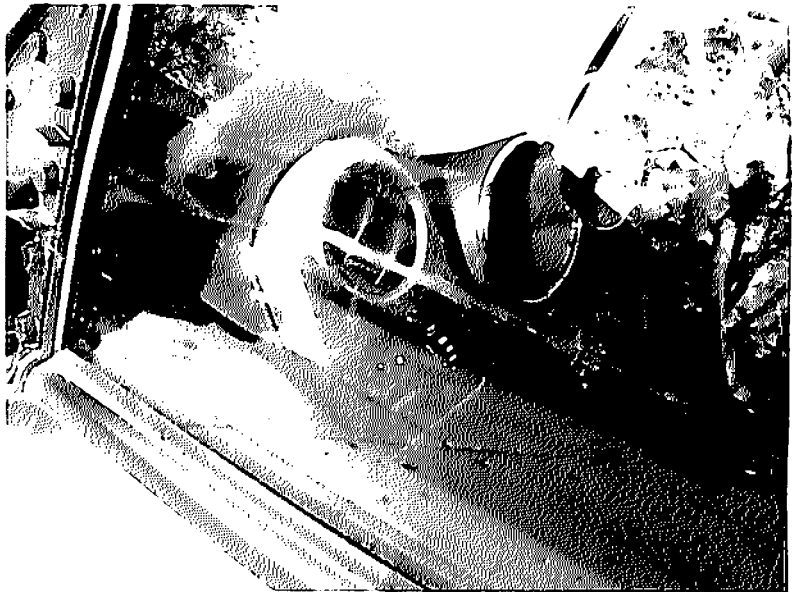
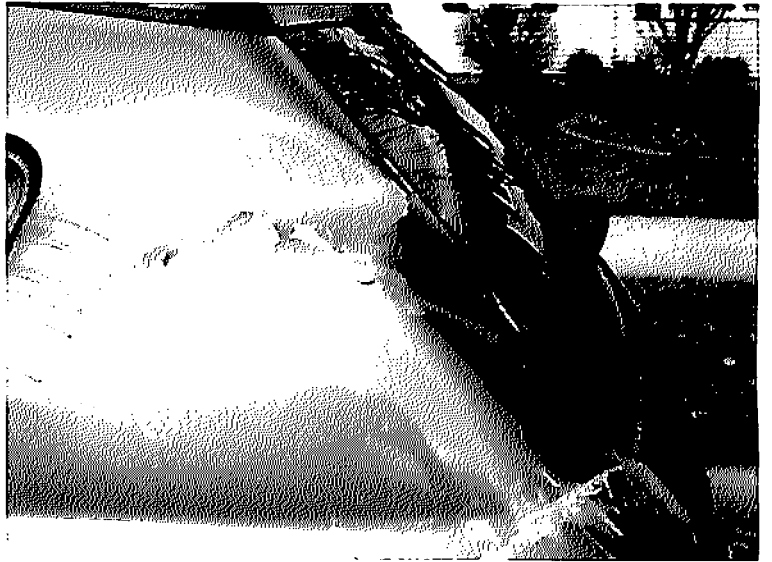
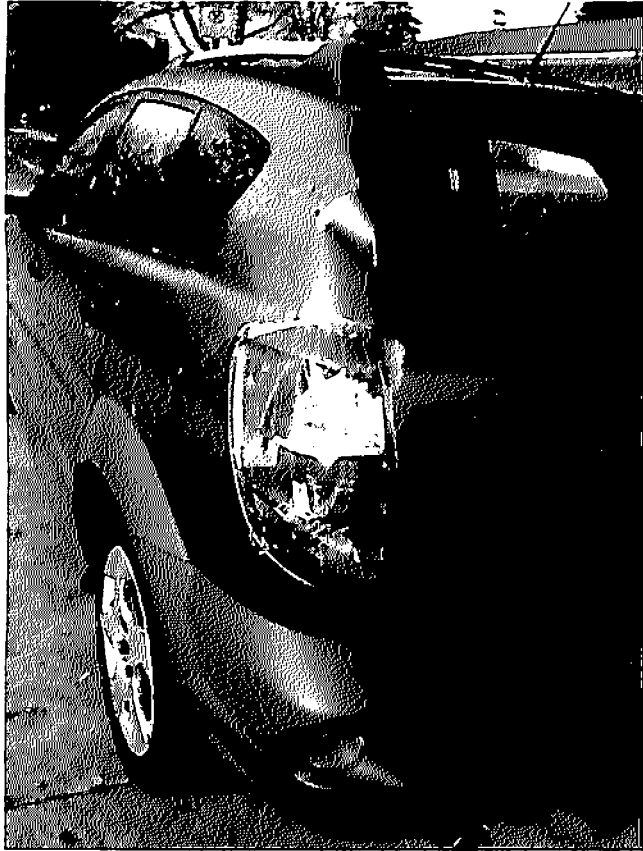
Taxes & Surcharges					
TITLE & REGISTRATIONS	11/18 - 12/02	15	DAY	\$0.52	\$7.80
RECOVERY FEE					
Total Charges:					\$390.15

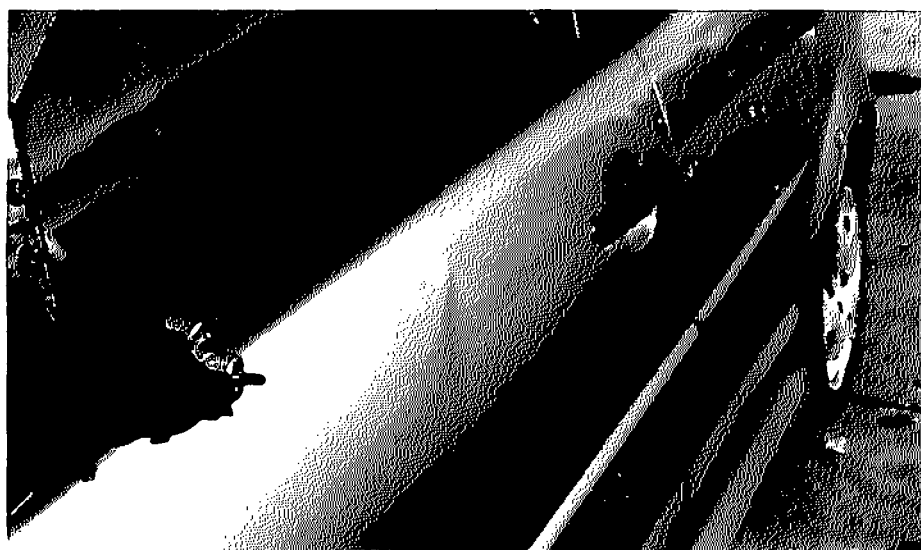
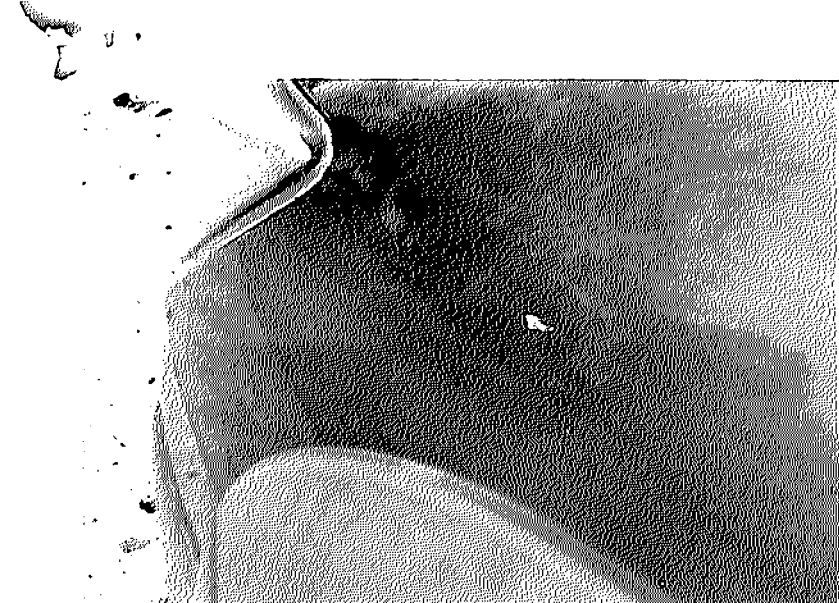
Bill-To / Deposits					
SHEBOYGAN FALLS INS**					
TIME & DISTANCE	11/18 - 12/02	15	DAY		
REFUELING CHARGE	11/18 - 12/02				
TITLE & REGISTRATIONS	11/18 - 12/02	15	DAY		
RECOVERY FEE					
Subtotal:					(\$390.15)

Total Amount Due	\$0.00
------------------	--------

PAYMENT INFORMATION		CREDIT CARD NUMBER
AMOUNT PAID	TYPE	

12/2/2013





STATE ADJUSTMENT ADJUSTERS
614 CROCUS COURT
WEST BEND, WI. 53095
PHONE: 262-338-9495 FAX: 262-338-9495

*** ESTIMATE ***

11/07/2013 01:50 PM

Owner

Owner: LAURA E NISPORIC
Address: 2524 PERSHING AVENUE
City State Zip: SHEBOYGAN, WI 53083

Home/Day: (920)457-0228

Control Information

Claim # : AUJ-WI-30-13-0374568
Loss Date/Time: 11/01/2013 06:00 AM
Deductible: \$500.00
File # : 1113SF11103

Insured Policy # : AUJ-8900864
Loss Type: Collision

Accounting # : 3000176

Ins. Company: Donegal Insurance Group
Company Contact: Sheboygan Falls

Agent: Diane Jung
Address:
Email: djung@sheboyganfallsmutual.com

Work/Day: (800)242-7698x106

Insured: LAURA E NISPORIC
Address:

Home/Day: (920)457-0228

Claim Rep: Diane Jung
Address:
Email: djung@sheboyganfallsmutual.com

Work/Day: (800)242-7698x106

Inspection

Inspection Date: 11/06/2013 01:45 PM
Inspection Location: O/P
Address: 2524 PERSHING AVENUE
City State Zip: SHEBOYGAN, WI 53083
Primary Impact: Left Side
Driveable: Yes

Inspection Type: Field
Contact:
Home/Day: (920)457-0228x
FAX:
Secondary Impact: Left Rear Corner
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 11/04/2013 08:48 PM
Appointment Date/Time: 11/05/2013 07:00 AM

Appraiser Name: Jerry Klimo
Address: 614 CROCUS COURT
City State Zip: WEST BEND, WI 53095
Email: jerry@stateadjustment.com

Appraiser License # : 7343
Work/Day: (262)338-9495
FAX: (262)338-0242

Repairer

Repairer: DEAN'S AUTO BODY
Address: 1407 N. 29TH STREET
City State Zip: SHEBOYGAN, WI 53081
License # :

Contact: PHIL / TRACY
Work/Day: (920)457-5494
FAX: (920)457-6495
Regulation ID: TAX39-

Target Complete Date/Time:

Days To Repair: 8

Remarks

AGREED REPAIR PRICE ONLY

THIS ESTIMATE CONTAINS AFTERMARKET, EXCHANGE AND/OR USED REPAIR PARTS
ALL SUPPLEMENTAL REQUESTS REQUIRE PRIOR AUTHORIZATION APPROVAL OR INSPECTION.
NO SUPPLEMENTAL WILL BE PAID WITHOUT A SUPPLEMENTAL REQUEST NUMBER.
THIS ESTIMATE IS NOT AN AUTHORIZATION TO REPAIR.

Vehicle

2004 Pontiac Vibe STD 4 DR Wagon
4cyl Gasoline 1.8
4 Speed Automatic

Lic.Plates: 362-RAR
Lic Expire: 10/2014
Prod Date: 05/2003
Veh Insp# :
Condition: Good
Ext. Color: MEDIUM SPIRAL GREY EFFECT
Ext. Refinish: Two-Stage
Ext. Paint Code: 812K,88

Lic State: WI
VIN: 5Y2SL62874ZU03450
Mileage: 119,890
Mileage Type: Actual
Code: W2504A
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM CD Player	Air Conditioning	Bodyside Cladding
Center Console	Cruise Control	Dual Airbags
Fender Flares	Fog Lights	Intermittent Wipers
Keyless Entry System	Lighted Entry System	Power Brakes
Power Door Locks	Power Mirrors	Power Moonroof
Power Steering	Power Windows	Rear Window Defroster
Rear Window Wiper/Washer	Roof/Luggage Rack	Split Folding Rear Seat
Tachometer	Tilt Steering Wheel	Tinted Glass
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
1	N	16		Front Bumper Cover R&I	Additional Labor			0.5*	SM
				>> DROP LEFT SIDE FOR REFINISH ACCESS					
2	RI	41		Headlamp Assy,Halogen LT	R & I Assembly			0.5	SM
3	BR	103	13	Fender,Front LT	Blend Refinish			1.9	RF
4	RI	401		Flare,Wheel Opening LT	R & I Assembly			0.3	SM
5	I	207		Door Shell,Front LT	Repair			6.0*	SM
6	L	207		Door Shell,Front LT	Refinish			2.3	RF
7	RI	258		Mldg,Front Door Belt LT	R & I Assembly			0.3	SM
8	RI	358		Mldg,Front Door Upper LT	R & I Assembly			0.3	SM
9	RI	377		Mldg,Front Door Lower LT	R & I Assembly			0.4	SM
10	E	47		N/Plate,Front Door LT	88969817 GM Part	\$74.28		0.2	SM
11	EU	229		Mirror,Outer R/C LT	Replace Recycled	\$75.00*	+25.00	0.3	SM
				>> SHOP LOCATED PART					
12	NG	215		Glass,Front Door T LT	NAGS DD10189-GT	\$181.45		1.0	SM
13	RI	227		Handle,Front Door Otr LT	R & I Assembly			0.2	SM
14	I	287		Door Shell,Rear LT	Repair			1.0*	SM
				>> DOOR FRAME					
15	L	287		Door Shell,Rear LT	Refinish			2.2	RF
16	RI	369		Mldg,Rear Door Upper LT	R & I Assembly			0.3	SM

17	RI	327	Mldg,Rear Door Belt LT	R & I Assembly			0.3	SM
18	RI	387	Mldg,Rear Door Lower LT	R & I Assembly			0.4	SM
19	E	564	Tape,Rear Door LT	88969826 GM Part	\$33.72		1.3	SM
20	EU	295	Glass,Rear Door T LT	Replace Recycled	\$75.00*	+25.00	1.0	SM
>> SHOP LOCATED PART								
21	RI	305	Handle,RR Door Outer LT	R & I Assembly			0.7	SM
22	BR	311	Panel,Roof Side LT	Blend Refinish			0.8	RF
23	RI	1536	Rail,Luggage Rack LT	R & I Assembly			1.0	SM
24	I	389	Panel,Quarter LT	Repair			12.0*	SM
25	L	389	Panel,Quarter LT	Refinish			2.4	RF
26	BR	397	Door,Fuel Filler LT	Blend Refinish			0.2	RF
27	SB	535	Glass,Quarter Tinted LT	Sublet Repair	\$109.25*			SM
28	RI	493	Flare,Wheel Opening LT	R & I Assembly			0.3	SM
29	I	479	Shell,Tailgate	Repair			4.5*	SM
30	L	479	Shell,Tailgate	Refinish			2.0	RF
31	RI	532	Pnl,T/G Finish Upper	R & I Assembly			0.5	SM
32	E	495	N/Plate,Tailgate	88969818 GM Part	\$58.58		0.2	SM
33	E	492	Emblem,Tailgate	10348686 GM Part	\$37.90		0.2	SM
34	SB	429	Glass,Tailgate Heated	Sublet Repair	\$109.37*			SM
35	EU	91	Lens,Tailamp LT	Replace Recycled	\$65.00*	+25.00	0.3	SM
>> SHOP LOCATED PART								
36	N	566	Rear Bumper Cover R&I	Additional Labor			0.5*	SM
>> DROP LEFT SIDE FOR REFINISH ACCESS								
37	L	M14	Corrosion Protection	Refinish			0.3*	RF
38	EC	M17	Cover Car Exterior	Replace Economy	\$5.00*			RF
39	SB	M60	Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
40	N		Retape Mldgs	Additional Labor	\$8.00*		0.5*	SM*
41	EC		Temp Repairs	Replace Economy	\$9.53*		0.2*	SM*
41	Items							

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$204.48	
Other Parts	\$418.98	
Paint Materials	\$435.60	
Line Item Markup	\$53.75	
Parts & Material Total		\$1,112.81
Tax on Parts & Material	@ 5.000%	\$55.64

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	10.2	25.0	35.2	\$2,041.60
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$62.00				
Refinish (RF)	\$58.00	12.1		12.1	\$701.80
Paint Materials	\$36.00				

Labor Total	47.3 Hours	\$2,743.40
Tax on Labor	@ 5.000%	\$137.17
Sublet Repairs		\$221.62
Tax on Sublet	@ 5.000%	\$11.08
Gross Total		\$4,281.72
Less: Deductible		\$500.00-
Net Total		\$3,781.72

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53095 SE WISC

Audatex Estimating 7.0.019 ES 11/07/2013 03:03 PM REL 7.0.019 DT 10/01/2013 DB 11/01/2013
Copyright (C) 2013 Audatex North America, Inc.

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

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

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



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II

R. O. No. - 13 - 14 . By CITY CLERK. December 16, 2013.

Submitting a claim from Nicholas Noster for alleged damages to his vehicle while parked at 1326 N. 25th Street.

City Clerk

DATE RECEIVED 12-9-13

RECEIVED BY R. Schroeder

CLAIM NO. 13-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Nicholas Noster
2. Home address of Claimant: 607 Krumrey Street Plymouth WI 53073
3. Home phone number: (414) 828-2461
4. Business address and phone number of Claimant: _____
1326 N. 25th Street Sheboygan WI 53081
5. When did damage or injury occur? (date, time of day) 05-01-2013
6. Where did damage or injury occur? (give full description) west parking lot of
Fire Station #3, 1326 N 25th St, south side of training tower
7. How did damage or injury occur? (give full description) _____
Firefighters were training with hoses on south side of training
tower on elevated stairwell and hose fell on hood of car.

SEE ACCIDENT REPORT

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
(a) Name of such officer or employee, if known: _____
(b) Claimant's statement of the basis of such liability: _____

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

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

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

NO INJURIES

Dent to hood of car from nose

Coupling

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

NA

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

Auto: \$ 1,003.80

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL 1,003.80

Damaged vehicle (if applicable)

Make: Ford Model: Five Hundred Year: 2005 Mileage: 74,463

Names and addresses of witnesses, doctors and hospitals: _____

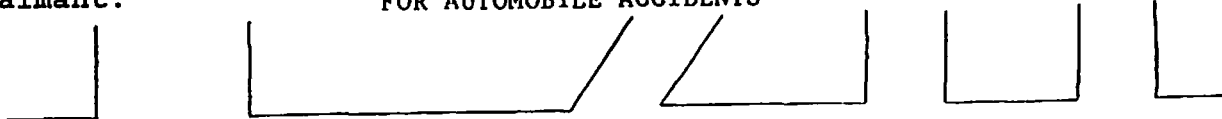
Lt. Patrick Nicolas

1326 N. 25th Street Sheboygan

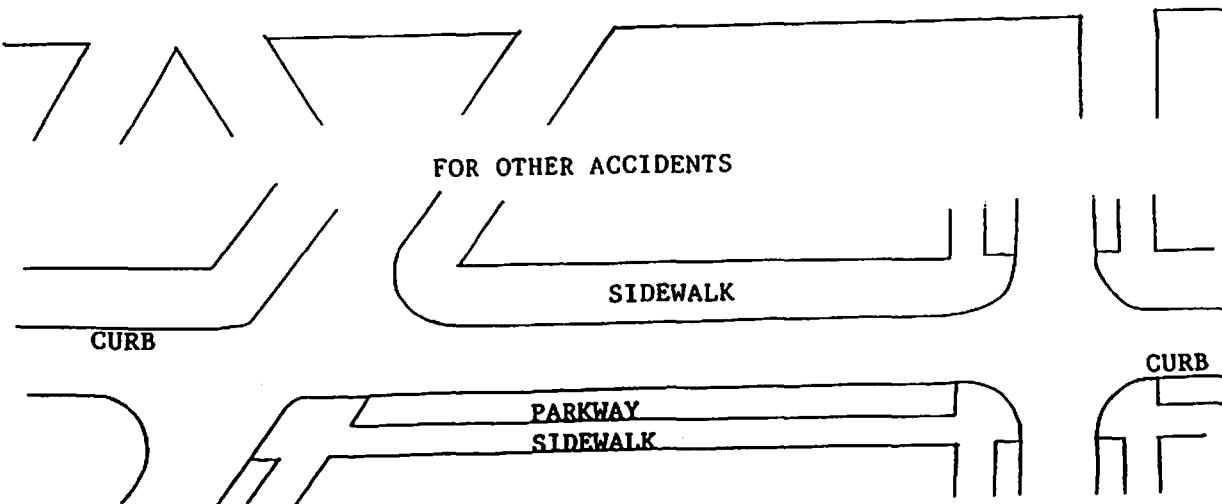
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: _____

Date: 12-05-2013

DATE RECEIVED 12-9-13

RECEIVED BY ASchreder

CLAIM NO. 13-13

CLAIM

Claimant's Name: Nicholas Noster

Auto \$ 1,003.80

Claimant's Address: 607 Krumrey St

Property \$

Plymouth WI 53073

Personal Injury \$

Claimant's Phone No. 414-828-2469

Other (Specify below) \$

TOTAL 1003.80

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,003.80.

SIGNED: [Signature]

DATE: 12-05-2013

ADDRESS: 607 Krumrey St

Plymouth WI 53073

SHEBOYGAN FIRE DEPARTMENT

STATION: 3 UNIT #: Rescue 3

TO THE FIRE CHIEF:

In compliance with existing orders, I hereby make report of the accident which

happened to DEPT. EQUIPMENT on May 1, 2013

TIME: 16:00 PLACE: Station 3, south side of training tower.

Explain fully how accident occurred, giving activity at time of accident:

On May 1, 2013 at approximately 1330 hours, Station 3 personnel was training with hose applications, ladders, and pumping operations on the training building and training tower. At approximately 1500 hours we started working on the training tower. While conducting standpipe training we used the outside stairwell and connected 100 feet of 1 3/4" hose to the standpipe on the simulated 2nd floor landing and dragged the hose up the stairwell and entered the fourth floor door and spraying water and using different appliances to test different water pressures and water flows. After training was concluded, and we were picking up, the couplings on the hose was disconnected and the male slipped out of FFP Juday's hand and fell down through the railings and landed on FFP Noster car's hood, causing a dent in the hood on the driver's side middle. It did look like it did slip out of his hand and was hanging from the stair railings. After we noticed the dent and discussed what happened we finish picking up hose and appliances.

Cause of Accident:

The cause of the accident was the 1 3/4" hose slipping out of FFP Juday's hand due to the weight of the water in the hose hanging through the railings of the stairwell.

Witnesses (Names and Address):

<u>Lt. Pat Nicolaus</u>	<u>1506 Hilltop Lane, Plymouth, WI 53073</u>
<u>FFP Nicholas Noster</u>	<u>607 Krumrey St., Plymouth, WI 53073</u>
<u>FFP Michael Lubbert</u>	<u>721 Sommer Dr., Sheboygan, WI 53081</u>
<u>FFP Jordan Juday</u>	<u>3135 North Ave., Sheboygan, WI 53083</u>

Captain Randall Bauer Unit #: 529

Lieutenant Patrick Nicolaus Unit #: 550

Diagram on Reverse

JOE VAN HORN CHEVROLET
3008 EASTERN AVE, PO BOX 238
PLYMOUTH, WI 53073
OFFICE: 920-893-6361
FAX: 920-893-0953

*** PRELIMINARY ESTIMATE ***

11/25/2013 10:16 AM

Owner

Owner: NICK NOSTER
Address: 607 KRUMRY ST.
City State Zip: Plymouth, WI 53073

Cell: (414)828-2469
FAX:

Inspection

Inspection Date: 11/25/2013 10:14 AM
Driveable: Yes

Inspection Type:
Rental Assisted:

Company: VAN HORN COLLISION
CENTER

Appraiser License # :

Contact: RANDY SCHWALLER
Address: 3008 EASTERN AVENUE
P.O. BOX 238

Work/Day: (920)893-6361x242
Home/Evening:
FAX: (920)893-0953

City State Zip: Plymouth, WI 53073
Email: bodyshop@vanhornchev.com

Repairer

Repairer: VAN HORN COLLISION
CENTER

Contact:

Address: 3008 EASTERN AVENUE
P.O. BOX 238

Work/Day: (920)893-6361x242
Work/Day:

City State Zip: Plymouth, WI 53073
Email: bodyshop@vanhornchev.com

FAX: (920)893-0953

License # :

Regulation ID: TAX ID # 39-1052356

Target Complete Date/Time:

Days To Repair: 3

Vehicle

2005 Ford Five Hundred SEL 4 DR Sedan
6cyl Gasoline 3.0
6-Speed Automatic

Lic.Plate: 765-SFF
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: RED MET.
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1FAFP24115G151552
Mileage: 81,686
Mileage Type: Actual
Code: P3123D
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM In-dash CD Changer
Aluminum/Alloy Wheels
Automatic Dimming Mirror

Air Conditioning
Anti-Lock Brakes
Center Console

Alarm System
Auto Load Leveling
Cruise Control

Dual Airbags	Dual Power Seats	Dual Zone Auto A/C
Fog Lights	Heated Power Mirrors	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
MP3 Player	Overhead Console	Perimeter Alarm System
Power Brakes	Power Door Locks	Power Steering
Power Windows	Rear Window Defroster	Rem Trunk-L/Gate Release
Strg Wheel Radio Control	Tachometer	Tilt Steering Wheel
Tinted Glass	Traction Control System	Trip Computer
Velour/Cloth Seats	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	N	6		Front Bumper Cover R&I	Additional Labor				0.5*	SM
				>> DROP LT SIDE ONLY FOR PAINT WORK TO FENDER						
Front Body And Windshield										
2	I	83		Panel,Hood Aluminum	Repair				5.0*	SM
				>> ALUMINUM HOOD REPAIR						
3	L	83	13	Panel,Hood	Refinish				4.2	RF
					3.0 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
4	BR	103		Fender,Front LT	Blend Refinish				1.1	RF
					0.7 Blend					
					0.4 Two-stage					

Manual Entries

5	EC			CAR COVER	Replace Economy	\$5.00*				SM
6	EC			HAZ WASTE	Replace Economy	\$5.00*				SM
6		Items								

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts				
Paint Materials			\$10.00	
Parts & Material Total			\$180.20	
Tax on Parts & Material		@ 5.000%		\$190.20
				\$9.51

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$54.00		5.5	5.5	\$297.00
Mech/Elec (ME)	\$86.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$54.00	5.3		5.3	\$286.20
Paint Materials	\$34.00				

Labor Total			10.8 Hours	
Tax on Labor		@ 5.000%		\$583.20
Gross Total				\$29.16
Net Total				\$812.07
				\$812.07

2005 Ford Five Hundred SEL 4 DR Sedan
Claim # :

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53073 Default

Audatex Estimating 7.0.123 ES 11/25/2013 10:21 AM REL 7.0.123 DT 11/01/2013 DB 11/15/2013
Copyright (C) 2013 Audatex North America, Inc.

1.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

E = Replace OEM
OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Rebld
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage

NG = Replace NAGS
UE = Replace OE Surplus
EU = Replace Recycled
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check



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MIKE BURKART FORD
3110 COUNTY RD PP PO BOX 318
PLYMOUTH, WI 53073
920-893-6961 OR 920-458-9611 FAX: 920-892-6761
QUALITY COLLISION REPAIRS AND MORE

*** PRELIMINARY ESTIMATE ***

05/02/2013 10:52 AM

Owner:

Owner: NICK NOSTER
Address: 607 KREUMREY ST
City State Zip: Plymouth, WI 53073

Home/Day: (414)828-2469
FAX:

Control Information

Company Contact: CITY OF SHEBOYGAN

Inspection

Inspection Date: 05/02/2013 10:53 AM
Primary Impact: Hood

Inspection Type:
Secondary Impact:

Repairer

Repairer: MARK LEONHARD
Address: 3110 COUNTY RD PP
City State Zip: Plymouth, WI 53073

Contact:
Work/Day: (920)893-6961
Work/Day: (920)458-9611
FAX: (920)892-6761

Vehicle

Ford Five Hundred SEL 4 DR Sedan
Gasoline 3.0
4 Speed Automatic

Lic. Plate: 765-SFF
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: G2 RED PEARL
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1FAPP24115G151552
Mileage: 74,463
Mileage Type: Actual
Code: P3123D
Int. Color:
Int. Refinish: Two-Stage

Options

CD In-dash CD Changer
Aluminum/Alloy Wheels
Automatic Dimming Mirror
Airbags
Keyless Entry System
Power Windows
Power Brakes
Power Windows
Wheel Radio Control
Glass

Air Conditioning
Anti-Lock Brakes
Center Console
Dual Power Seats
Heated Power Mirrors
Leather Steering Wheel
Overhead Console
Power Door Locks
Rear Window Defroster
Tachometer
Traction Control System

Alarm System
Auto Load Leveling
Cruise Control
Dual Zone Auto A/C
Intermittent Wipers
Lighted Entry System
Perimeter Alarm System
Power Steering
Rem Trunk-L/Gate Release
Tilt Steering Wheel
Trip Computer

10:56 AM

Velour/Cloth Seats

Wood Interior Trim

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	N	6		Front Bumper Cover R&I	Additional Labor				1.2	SM
2	RI	41		Headlamp Assy, Halogen LT	R & I Assembly				0.2	SM
3	I	83		Panel, Hood	Repair				3.0*	SM
				Aluminum						
4	L	83	13	Panel, Hood	Refinish				4.2	RF
					3.0 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
5	RI	86		Pad, Insulator Hood	R & I Assembly				0.3	SM
6	BR	103		Fender, Front LT	Blend Refinish				1.1	RF
					0.7 Blend					
					0.4 Two-stage					
7	RI	139		Guard, Fender Mud LT	R & I Assembly				0.2	SM
8	RI	113		Skirt, Inner Fender LT	R & I Assembly				0.3*	SM
				>> LOOSEN AROUND WHEEL OPENING						
9	EC	M14		Corrosion Protection	Replace Economy	\$6.00*			0.1*	SM
10	EC	M17		Cover Car Exterior	Replace Economy	\$6.00*			0.1*	SM
11	I	M60		Hazardous Waste Removal	Sublet Repair	\$6.00*				SM
12	N			Clean For Delivery	Additional Labor				0.5*	SM
13	L			Feather, prime, and bloc	Refinish				1.0*	SM
14	I			DENIB AND BUFF	Repair				0.5*	SM*
14	Items									

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts	\$12.00	
Paint Materials	\$201.40	
Parts & Material Total		\$213.40
Tax on Parts & Material	@ 5.000%	\$10.67

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.2	5.2	7.4	\$429.20
Mech/Elec (ME)	\$88.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$58.00	5.3		5.3	\$307.40
Paint Materials	\$38.00				

Labor Total	12.7 Hours	\$736.60
Tax on Labor	@ 5.000%	\$36.83
Sublet Repairs		\$6.00
Tax on Sublet	@ 5.000%	\$0.30
Gross Total		\$1,003.80
Net Total		\$1,003.80

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53073 Default

II

R. O. No. - 13 - 14 . By CITY CLERK. December 16, 2013.

Submitting a communication from Jason John Alfonsi requesting a waiver from the Sex Offender Residency restrictions in order to live at 1211 S. 22nd Street.

City Clerk

February 29, 2012

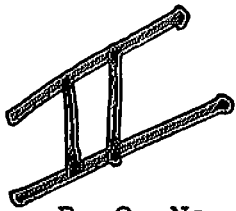
My name is JASON JOHN ALFONSI.

I am requesting a waiver of the Sex Offender Residency restrictions so I may

live at 1211 S 22nd ST SHERBOURNE WI 53081

NAME JASON JOHN ALFONSI

DATE DEC. 2ND, 2013



R. O. No. - 13 - 14. By CITY CLERK. December 16, 2013.

Submitting a communication from Maria Weeks and Charles Ries Jr. in regards to holding a flea market for 2014 in Kiwanis Park.

City Clerk

December 4, 2013

Dear City Council:

Hi, this is Maria Weeks, I spoke with Cinda several times to ask her what we would need to know about city ordinances in order to start a flea market business in Sheboygan. During our conversation, she asked me to send a letter of introduction explaining who we are, what we want to do and when, where and how we would do it--so I went through each item in detail just to try and cover everything.

Who we are:

We, Charles Ries Jr. and Maria Weeks, started Anunnaki Asylum Studio as a General Partnership and prior to this idea of running a flea market, we sold handmade products at flea markets for a number of years. Our product lines ranged from wood products, fabric crafts, jewelry, incense, candles and more. Having learned a lot from our early flea market experiences, we plan to expand our business and start running our own annual weekly flea market at a South end of Kiwanis Park in Sheboygan.

To introduce us individually, I, Maria have had extensive experience setting up events as the owner of a small local record label. From 1998 to 2008 I was responsible for co-organizing many music events including several grassroots music festivals with attendance reaching in excess of 2000 people. Among my other achievements, I also organized musical performance set times, set up booths for vendor sales, created and distributed promotional materials for the bands, and set up tours both in the US and Europe. Because of my experience organizing, time management, event promotion and attending to the needs of vendors and customers, my assets really align with running a profitable weekly flea market business. In addition, I also possess my BA in Expressive and Therapeutic Arts from Marian University where I learned to facilitate expressive and artistic activities for varied populations and I feel strongly about the beneficial nature of art and expression as a contributor to positive health. I currently attend Lakeland College and am pursuing my Master of Arts in Counseling.

My general partner Charles Ries Jr. has cultivated a lot of valuable experience in construction, having worked for 16+ years installing roofing and siding. During that experience he earned physical strength during teardown and cleanup, extensive experience with precise 3 dimensional measuring and installation while siding and roofing. He also perfected many artisan disciplines including: highly detailed wood burning techniques, lapidary artisanship, fabric dying, macramé weaving and candle making. Because he is visually and spatially aware he will contribute well to this flea market project by managing the aesthetic layout of the booths. Because he is physically fit, he will be able to attend to the physical setup and cleanup work that a flea market will require. He will also be able to relate socially to many of the artisan vendors because he likely has similar skill sets and interests they have.

As a team historically we've worked together on several large projects over the last 5 years, proving to be a productive and functional team in all of previous endeavors. As a 2-person team we worked to take down a 2 story granary to reclaim the wood for wood products and projects. We've worked together as a flea market duo, first manufacturing wood products, fabric crafts, jewelry, incense and candles, then coming to the flea markets to show them off! We've also worked together to set up an art show raising money and local awareness for A.S.T.O.P. sexual abuse prevention organization and now have our sights set on running a flea market ourselves! It's a big dream but I think we're ready!

What we would like to do:

We hope as our business endeavor, to create a fun, lively and festive flea market for local vendors and regional customers. We would like our flea market to focus on handmade wares, homegrown fruits and vegetables, art and music created by local artists, artisans and musicians. We hope to reach entrepreneurs of all financial backgrounds by offering reasonably priced full and half seasons booth reservations as well as a number of booths set aside weekly for those who arrive the day of the market. We will provide researching ordinances and required permits and signage laws, site reservations, organization, setup, promotion, on-site hands on assistance and care during each flea market event for both the vendors and customers. As a gesture of community and good will we would like to reserve only one hot food vendor booth and offer it free to local charities who might wish to raise money for their charitable cause. In addition we will host a regularly scheduled raffle of donated vendor wares to raise money also for a local charity. We will also provide donuts and hot coffee to the vendors for free each week to make it a welcoming perk of the event.

When we would like to do it:

Sunday's

March X 2014-October X 2014

9am - 1pm

Why we chose a flea market business in Sheboygan:

The reasons for wanting to put together a flea market in Sheboygan are multifold. When we first started researching annual weekend flea markets, we found markets scattered all over Wisconsin, but none occurring in Sheboygan. Secondly, we worked as flea market vendors for several years in other towns and realized that many towns are now known for their tourism and hospitality largely because the community comes together for a weekly annual market. By creating a festive event weekly and compiling all of the best creative assets of Sheboygan it could positively impact the Sheboygan tourism identity. This seemed like a wonderful gift to deliver unto Sheboygan using our *skills and assets*--since it is a town flourishing with creative energy and natural treasures.

We also feel that by having an annual weekly flea market we would be able to help small entrepreneurs who aren't quite ready for their own shingle, but have something to contribute or share. We remember how eager we felt when we were ready to share our unique wares and how much flea markets helped us early on and want to pay that feeling

forward. Also, since Charles has lived in the Sheboygan area much of his life and has brought me often to enjoy the Sheboygan area, we both feel strongly that we want to contribute our personal skills and assets to the vital energy to the local commerce.

Also since we want to help promotion local commerce in Sheboygan we would like to provide an area for local businesses to contribute and display pamphlets and business cards on sight, well as, of course, an open invitation for local business to reserve an outdoor booth as an extension of themselves. We will strive to create an enjoyable atmosphere that encourages visitors to stick around, shop and explore Sheboygan's local shops and natural treasures. Our long term goal involves making this market an annual mainstay--a platform for us to be able to contribute positively to the local community by creating a joyful event for people to attend for a good many years to come--eventually infused as a tradition in the area!

How we will pull it off:

We'll begin by gathering information about local ordinances and obtain any permits that might be necessary for the various vendor types (from you, the Sheboygan City Council). Next, we will reserve the park, and begin to determine legality of placing signs around town on the days that the market is occurring. After we know what rules we need to abide by in order to set this up right, then we will begin to promote the market. We will do this by posting the flea market information online on flea market hubs and social media sites and this will alert both potential vendors and customers. We will use our current business website as a means of providing people access to the necessary application documents and will be available to field any questions. In order to make it easy for vendors we will arrive early on market days to mark out booth perimeters and groom each booth prior to the event. The day of each weekly market, we will also act as greeters, guiding people to their spaces and remaining physically available to assist them with their initial setup and to answer any questions they may have. We will promote well and make sure that people living in the Sheboygan, Fond du Lac, Manitowoc and Port Washington communities and beyond are aware of the market prior to the opening of the 2014 season. Our advertising will involve online promotion on social media and flea market hubs, we will also submit flyers and ads locally to places that are welcoming of them, newspaper ads and potentially radio ads as our reach spreads. We will also encourage vendors to promote locally and online. We will remain committed to the market for the entire season from March til October, and we will make sure to follow the community rules and not impeding on other regularly scheduled local activities (therefore holding respect for tradition).

I think this lays out all of the things I can think of to share--I'm not sure if you'll have more questions as we go, but I'm around if you do! I can be reached at mtweeks93@marianuniversity.edu and also at 920-266-7759. I'm looking forward to learning about how we can work within the local ordinances and to obtain the necessary permits so we can begin hosting this fun weekly flea market business in Sheboygan! Thanks for your time and help along the way!

Maria Weeks and Charles Ries, Jr.

Maria Weeks & *Charles Ries, Jr.*

III

Res. No. _____ - 13 - 14. By Alderperson Carlson. December 16, 2013.

A RESOLUTION vacating and discontinuing the remaining 40 feet of New York Avenue right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

WHEREAS, it is in the public interest that the Common Council vacate and discontinue the remaining 40 feet of New York Avenue right-of-way from the west line of North Water Street to the east bank of the Sheboygan River.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council, upon its own initiation, hereby declares that since the public interest requires it, the following described portion of New York Avenue is hereby vacated and discontinued:

THE REMAINING 40 FEET OF NEW YORK AVENUE FROM THE WEST LINE OF NORTH WATER STREET TO EAST EDGE OF THE SHEBOYGAN RIVER BETWEEN BLOCKS 133 AND 149 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN AND ADJACENT TO THE NORTH AND SOUTH 20 FEET OF SAID NEW YORK AVENUE PREVIOUSLY VACATED AND RECORDED IN VOLUME 118 PAGES 637 TO 639 IN THE SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE DATED JULY 14, 1910.

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. _____ - 13 - 14. By Alderperson Hammond. December 16, 2013.

A RESOLUTION accepting an offer to purchase from 5th Generation Properties for a 2.65 acre parcel formally known as LTC property in the Sheboygan Business Center.

WHEREAS: The price per acre per the selling policies is \$22,000, therefore the total price for 2.65 acres shall be \$58,300.

RESOLVED: That the Mayor and City Clerk are authorized to sign all documents necessary for transfer of the above property.

Hammond

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. _____ - 13 - 14. By Alderperson Hammond. December 16, 2013.

A RESOLUTION authorizing the sale of approximately 2.7 acres of land in the Sheboygan Business Center (Tax Parcel No. 59281470710) to Johnston Bakery.

WHEREAS: The price per acre per the selling policies is \$22,000, therefore the total approximate price for 2.7 acres shall be \$59,400.

RESOLVED: That the Mayor and City Clerk are authorized to sign all documents necessary for transfer of the above property.

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

BROKER DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the
6 following duties:

7 ■ The duty to provide brokerage services to you fairly and honestly.

8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you

9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
10 disclosure of the information is prohibited by law.

11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
12 prohibited by law (See Lines 55-53).

13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
14 confidential information of other parties (See Lines 22-39).

15 ■ The duty to safeguard trust funds and other property the broker holds.

16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 **BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION**
24 **OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL.**
25 **UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR**
26 **INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER**
27 **PROVIDING BROKERAGE SERVICES TO YOU.**

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (3g) OF THE WISCONSIN STATUTES (SEE LINES 55-53).

30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:**

36
37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker):

38
39 **(INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)**

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/we agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
43 withdraw this consent in writing.

44 List Home/Cell Numbers: _____

45 **SEX OFFENDER REGISTRY**

46 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the
47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

48 BY INITIALING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND
49 THAT _____ and _____ are working

50 _____
Sales Associate

Firm Name

51 as: (Owner's/Letting Broker's Agent) (Buyer's/Tenant's Agent or Buyer's Broker's Agent) **[STRIKE ONE]**

52 INITIALING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.

53 Initials _____ Date _____ Print Name (optional) _____ Initials _____ Date _____ Print Name (optional) _____

54 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

65 **DEFINITION OF MATERIAL ADVERSE FACT(S)**

66 A material adverse fact is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that
67 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect
68 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision
69 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence
70 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce
71 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
72 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or
73 agreement made concerning the transaction.

WB-15 COMMERCIAL OFFER TO PURCHASE

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1 LICENSEE DRAFTING THIS OFFER ON 11-25-13 [DATE] IS (AGENT-OF-BUYER)

2 (AGENT OF SELLER/LISTING BROKER) (AGENT-OF-BUYER-AND-SELLER) **[STRIKE THOSE NOT APPLICABLE]**

3 **GENERAL PROVISIONS** The Buyer, City of Sheboygan

4 offers to purchase the Property known as [Street Address] 812 New Jersey Ave.

5 In the City

6 of Sheboygan, County of Sheboygan, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Seventy thousand Dollars (\$ 70,000).

9 ■ EARNEST MONEY of \$ 2,000 accompanies this Offer and earnest money of \$ 2,000 will be

10 mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or

11

12 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

13 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer

14 not excluded at lines 20-22, and the following additional items: ---

15

16 All personal property included in purchase price will be transferred by bill of sale or ---

17

18 ■ NOT INCLUDED IN PURCHASE PRICE: ---

19

20

21

22

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 303-310) to be excluded

24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from

28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before

30 12-10-13. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (□) ARE PART OF THIS OFFER ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a

36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): ---

39 Buyer's recipient for delivery (optional): ---

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

41 Seller: () --- Buyer: () ---

42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

46 recipient for delivery if named at lines 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: ---

48 Delivery address for Buyer: ---

49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): J.Coady@shorewest.com

54 E-Mail address for Buyer (optional): J.Coady@shorewest.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
 58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
 59 and Real Estate Condition Report, if applicable, dated 8-23-13, which was/were received by Buyer prior to Buyer
 60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
 61 _____

62 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
 64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
 65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
 66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than 1-17-2014
 68 _____, at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
 70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
 71 _____

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
 76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 ☐ Current assessment times current mill rate (current means as of the date of closing)

78 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
 79 known, multiplied by current mill rate (current means as of the date of closing)

80 ☒ Property is exempt.

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
 82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
 83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
 85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
 86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
 87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
 88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
 90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
 94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any,
 95 are _____

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
 98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
 99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction ~~(is)~~ ~~is not~~ ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
 101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall be responsible for compliance, including all
 102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
 103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
 105 closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this Offer except: none

106 _____, If "Time
 107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
 108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** Purchase price to include building of 812 New Hampshire,
 110 and all of lots 10 and 11. Buyer will provide an easement that runs with the
 111 land, of approximately 45 feet east of garage door to the rectory. Seller will
 112 grant an easement for the new main house on the property, through the
 113 church parking lot.
 114 Buyer to grant seller the right to maintain their current encroachment
 115 upon the subject premises as long as existing structures are there.

116 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____

118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 ☒ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken)
136 expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____

137 _____ **CHECK ALL THAT APPLY** for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is
141 stricken) a CSM survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 20 days of
143 acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon

145 the Property, the location of improvements, if any, and: _____

146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features

147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within

158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 ☐ Rent roll.

165 ☐ Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquakes, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared uses; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 6)

Property Address:

812 New Jersey Ave, Shelbysan, WI

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IF LINE 228 IS NOT MARKED OR IS MARKED ☒ LINES 284-289 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written days of acceptance of this [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ for a term of not less than years, amortized over not less than years. Initial monthly payments of principal and interest shall not exceed \$. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed %. The initial interest rate shall be fixed for months, at which time the interest rate may be increased not more than % per year. The maximum interest rate during the mortgage term shall not exceed %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

☒ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

☒ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

☒ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

☒ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES: offer contingent upon buyer having a survey done, identifying any encroachments, and finding them acceptable, along with access easements.

The buyer reserves the right to have a Phase I environmental site assessment done, and offer is contingent on an acceptable assessment within 25 days of acceptance.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

289 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-285 or attach as an addendum per line 479.

290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

291 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

292 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

293 **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

294 **EARNEST MONEY**

295 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

296 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

297 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

298 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

812 New Jersey Ave, Sheboygan, WI**340 TITLE EVIDENCE**

341 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing ~~and~~
346

347

348 _____, which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ~~**■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if~~
357 ~~neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance~~
358 ~~commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue~~
359 ~~the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for~~
360 ~~closing (see lines 365-371).~~

361 **■ PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 **■ TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 **■ SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 ☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at ~~(Buyer's)~~ ~~(Seller's)~~ expense **STRIKE ONE**
381 ~~("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also~~
382 ~~include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the~~
383 ~~presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of~~
384 ~~contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer~~
385 ~~had actual knowledge or written notice before signing the Offer.~~

386 **■ CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 25 days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 **■ RIGHT TO CURE:** Seller ~~(shall)~~ ~~(shall not)~~ **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.
 409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.wisconsinoffenders.org> or by telephone at
 436 (800) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property; other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
 444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

Property Address:

812 New Jersey Ave., Shubaygan, WI

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450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ☒ **ADDENDA:** The attached Broker Disc., conditions, Ad. SJCW, app. DH is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Joe Coady, Shorewest Realtor
481 _____ on 11-25-13

482 Buyer Entity Name (if any): _____

483 ☒ Michael J. Vandersteen MICHAEL J. VANDERSTEEN, Mayor 11-26-13
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

485 (x) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 x) Fr. Paul J. Fliiss December 7, 2013
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Fr. Paul J. Fliiss, Pastor SSCM Date ▲

495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



ADDENDUM CW TO THE OFFER TO PURCHASE

This Addendum is attached to and made part of the Offer to Purchase dated 11-25-13 made by the Buyer, City of Sheboygan with respect to the Property at 812 New Jersey Ave., Sheboygan, Wisconsin.

If required by the local municipality, Seller shall provide Buyer a current Clear Water Certificate of Compliance prior to closing, including any corrections required for illegal sump pump installations, at Seller's cost.

NOTE: Several municipalities have passed Clear Water Ordinances, which generally provide that no person shall sell, transfer, or convey ownership of a building serviced by a sanitary sewer until such time as a Clear Water Certificate of Compliance has been obtained from the municipality. Changing ownership without such certificate of compliance ordinarily will constitute a violation of Clear Water Ordinances. Seller, Buyer, or both may be subject to penalties, per the terms of the ordinance.

Seller shall order the Compliance Inspection no later than 25 days after acceptance of Offer, or —

If Property does not have a sump pit & pump, Seller represents that Seller has no knowledge of a plugged under-the-basement floor connection except: —

If Clear Water is illegally entering the sanitary sewer system via an under-the-basement floor connection at the time of acceptance, (Seller) (Buyer) ~~STRIKE ONE~~ ("Seller" if neither is struck) will be responsible for all necessary work required to bring the property into compliance with current code requirements, including a sump pit, pump and electrical connections if none exists. The parties acknowledge that plugging of cross connections may eliminate code violations although it may not comply with current code requirements.

Should the cost of compliance, including the cost of installation of sump pit, pump and electric connections, exceed \$ —, the Party responsible for compliance and installation may declare this offer null and void by providing a written notice of termination, accompanied by at least two estimates which exceed said cost, from qualified independent experts to the other Party.

Seller and Buyer may enter into an escrow agreement if work cannot be completed prior to closing, if allowed by local municipality. Seller and Buyer understand that upon municipal inspection, compliance may be required by a specified date, and may be required even if this transaction does not close.

(X) Michael Sandeaster 11/26/13 Fr. Paul J. F. 12/7/13
Buyer Date Seller Date

Buyer	Date	Seller	Date
Village of Cedar Grove	668-6523	Village of Glenbeulah	858-0102
City of Sheboygan	459-4064	Village of Kohler	459-3881
City of Sheboygan Falls	467-7900	Town of Sheboygan	451-2320
Village of Oostburg	946-4270 or 564-3844	Town of Wilson	208-2390
Town of Sheboygan Falls	467-7900	City of Kiel	894-2909

Please check with the municipality in which the Property is located to verify if they have a Clear Water Ordinance.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Drafted by: Attorney Kevin King, Wisconsin REALTORS® Association

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SELLER DISCLOSURE REPORT - COMMERCIAL

PROPERTY OWNER:

SS Cyril & Mith

PROPERTY ADDRESS:

812 New Jersey Ave., Shelburne, WI

OWNER HAS OWNED THE PROPERTY FOR 5 YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's Inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (23).

- | | |
|--|--|
| 1. Defects in structural components, e.g. roof, foundation, basement or other walls? | yes ☒ no ☐ unsure ☐ |
| 2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting? | yes ☐ no ☒ unsure ☐ |
| 3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | yes ☒ no ☐ unsure ☐ |
| 4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises? | yes ☒ no ☐ unsure ☐ |
| 5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property? | yes ☒ no ☐ unsure ☐ |
| 6. Zoning or building code violations, any land division involving the property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way? | yes ☒ no ☐ unsure ☐ |
| 7. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district? | yes ☒ no ☐ unsure ☐ |
| 8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? | yes ☒ no ☐ unsure ☐ |
| 9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition? | yes ☒ no ☐ unsure ☐ |
| 10. Flooding, standing water, drainage problems or other water problems on or affecting the Property? | yes ☒ no ☐ unsure ☐ |
| 11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | yes ☒ no ☐ unsure ☐ |
| 12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | yes ☒ no ☐ unsure ☐ |
| 13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations? | yes ☒ no ☐ unsure ☐ |
| 14. The Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | yes ☒ no ☐ unsure ☐ |

15. All, or part, of the Property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see 28) or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program? yes ☒ no ☐ unsure
16. A pier attached to the Property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/> for information. yes ☒ no ☐ unsure
17. Governmental investigation or private assessment/audit (of environmental matters) ever being conducted? When and by whom? yes ☒ no ☐ unsure
18. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking? yes ☒ no ☐ unsure
19. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? yes ☒ no ☐ unsure
20. A structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property? yes ☒ no ☐ unsure
21. Other defects affecting the Property? yes ☒ no ☐ unsure
22. Use Value Assessments: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-298-2149 or visit <http://www.revenue.wi.gov/facts/uf/usesassmt.html>.
- (a) The land has been assessed as agricultural land under Wis. Stat. § 70.92 (2)? yes ☒ no ☐ unsure
- (b) The land has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)? yes ☒ no ☐ unsure
- (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)? yes ☒ no ☐ unsure
23. Notice: Rezoning a Property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit <http://www.dnr.state.wi.us/workinglands/index.jsp> for more information. The Property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement? yes ☒ no ☐ unsure

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS

2) Both hanging system & roof are at the end of that life

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 608-240-5830.

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

(X) Dean Michael Busch 8-23-13 (X) _____
Signature ▲ Date ▲ Signature ▲ Date ▲

Broker certifies that Broker has inspected the property and that unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

Thomas Reaton (X) for Coady 8-23-13
Broker/Firm Name ▲ By ▲ Date ▲

I acknowledge receipt of a copy of this report.

(X) Michael Busch (X) _____
Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

OFFER ADDENDUM S — LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGEMENTS

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 812 New Jersey Ave.
11 Shabazzan, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.**

Note: See Seller Obligation at lines 27-54 and 55-112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the property except: none known

15
16 (Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20
21 (Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89-107) provided to Buyer, or indicate "none available.")

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) Deborah M. Burch
26 (ALL Sellers' signatures) ▲ Print Names Here ▲

8-23-13
(Date) ▲

27 **Seller Obligations under Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-94-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records and Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGEMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of an interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67-75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123-127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80-84)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred
93 to in the singular whether one or more).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.6 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular
110 whether one or more).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 **■ AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80-84) hereby
 116 acknowledge that: (1) the Seller was informed of his or her obligations under Federal LBP Law (see lines 27-54 and 55-
 118 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
 117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
 118 knowledge, that the information provided by them is true and accurate.

119 (X) Joe Coody 8-23-13
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ► JOE COODY, SHOREWEST REALTORS (Date) ▲

121 (X) Joe Coody 11-7-13
 122 (Agent's signature) ▲ Print Agent & Firm Names Here ► JOE COODY, SHOREWEST REALTORS (Date) ▲

123 **■ BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
 124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
 126 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
 128 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123-126, a Buyer may waive the opportunity
 127 to conduct the risk assessment or inspection by so indicating in writing.

128 **■ BUYER INSPECTION CONTINGENCY, ACKNOWLEDGEMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
 130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131-146.]

131 ☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
 133 no lead-based paint and/or lead-based paint hazards (see lines 98-100) (collectively referred to as LBP). This contingency
 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
 135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
 136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
 137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to
 139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
 146 in conformance with the requirements of all applicable law.

147 ☐ Buyer elects the LBP contingency Buyer has attached to this Addendum 8.
 148 ☒ Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
 150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12-22); (b) received
 151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
 152 or inspection of the Property or has waived the opportunity (see lines 131-148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
 154 knowledge, that the information provided by them is true and accurate.

155 (X) Michael J. Vandersteen 11-26-13
 156 (Buyer's signature) ▲ Print Names Here ► MICHAEL J. VANDERSTEEN (Date) ▲
 157

Appendix DH

THE FOLLOWING APPENDIX DH IS A DISCLOSURE REQUIRED TO BE GIVEN BY HUD IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3500 OF TITLE 24 OF THE CODE OF FEDERAL REGULATION, AS AMENDED

Affiliated Business Arrangement Disclosure Statement Format Notice

To: *City of Sheboygan*
Applicant Name(s)
Re: *812 New Jersey Ave, Sheboygan, WI*
Property Address
From: Shorewest, REALTORS®, 17450 West North Avenue, Brookfield, WI 53045

This is to give notice that Shorewest, REALTORS® has a business relationship with Wisconsin Mortgage Corporation, Heritage Title Services, Inc., Shorewest Title Associates, LLC, and Shorewest Insurance Associates, LLC. Shorewest, REALTORS® owns 100% of Wisconsin Mortgage Corporation, 100% of Heritage Title Services, Inc., 50% of Shorewest Title Associates, LLC, and 50% of Shorewest Insurance Associates, LLC. Because of these relationships, any referrals may provide Shorewest, REALTORS® a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for your purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Set forth below is the estimated range of charges by Wisconsin Mortgage Corporation for the issuance of a mortgage. For more information on fees and current interest rates go to: www.wlmort.com or call: 888-603-9196.

SERVICE

Origination Fee

FEE

\$200.00 - \$600.00

(as specified on the required Good Faith Estimate)

Set forth below is the estimated range of charges by Heritage Title Services, Inc., and Shorewest Title Associates, LLC, for the issuance of an Owner's Title Insurance Policy. For more information on title policies and premiums go to: www.htstitle.com or call: 262-785-9555.

COVERAGE (Sale Price)

First \$15,000 or less

Next \$85,000

Next \$400,000

Next \$500,000

PREMIUM

\$375.00

\$3.00 per thousand

\$2.00 per thousand

\$1.00 per thousand

Set forth below is the estimated range of charges by Shorewest Insurance Associates, LLC, for the issuance of a Homeowner's Insurance Policy. For more information on insurance products and premiums go to: www.shorewest.com/shorewest_insurance.html or call: 262-797-6297.

SERVICE

Basic Homeowner's Insurance Policy

PREMIUM

\$3.00 - \$5.00 per thousand

ACKNOWLEDGEMENT

I/We have read this disclosure form and understand that Shorewest, REALTORS® is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM. SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT CREATES NO CONTRACTUAL OBLIGATIONS OF ANY KIND.

Signature

Date

Signature

Date

III

Res. No. _____ - 13 - 14. By Alderperson Hammond. December 16, 2013.

A RESOLUTION authorizing the purchase of 812 New Jersey Avenue for the purpose of adding to the adjacent City of Sheboygan owned development site.

WHEREAS, the property is a former convent owned by Ss. Cyril Church and is vacant;

WHEREAS, as part of the Harbor Centre Master Plan and the upcoming Business Improvement District Master Plan, this area is identified as a critical connection area between the South Pier/Riverfront District and the Downtown District;

WHEREAS, the City of Sheboygan has received an accepted offer in the amount of \$70,000;

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 812 New Jersey Avenue to purchase the property.

BE IT FURTHER RESOLVED, that the Finance Director/Treasurer is hereby authorized to draw on Account Number 10161100-611100, in payment of same.

Hammond

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. _____ - 13 - 14. By Alderperson Hammond. December 16, 2013.

A RESOLUTION accepting a deed from Sheboygan County of a parcel of land along the Sheboygan River at the new Interurban Pedestrian Trail.

RESOLVED, that the City hereby accepts the quit claim deed from Sheboygan County, a copy of which is attached hereto and incorporated herein.

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

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Sheboygan County, Wisconsin, a municipal corporation,

("Grantor," whether one or more), and City of Sheboygan, a Wisconsin municipal corporation

("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached for Legal Description.

This transaction was authorized by the Sheboygan County Board pursuant to Resolution No. 15 (2013/14) adopted on October 22, 2013.

Conveyance is exempt from fee and transfer return pursuant to §77.25(2) and §77.255 of Wisconsin Statutes.

Recording Area

Name and Return Address
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Part of 59281-205940

Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

Dated _____.

SHEBOYGAN COUNTY

By:

(SEAL)

*

Jon G. Dolson, County Clerk

(SEAL)

(SEAL)

*

Roger Te Stroete, County Board Chairperson

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Carl K. Buesing (ak)

Sheboygan County Corporation Counsel

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

SHEBOYGAN COUNTY)

Personally came before me on December 9, 2013,
the above-named Jon G. Dolson, County Clerk, and Roger Te Stroete, County Board Chairperson,

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

Cheryl L. Savon
* Cheryl L. Savon (Print Name)

Notary Public, State of Wisconsin

My commission (is permanent) (expires: 08-30-2015)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures.

R:\CLIENT\08299\00018\00069980.DOC

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

Legal Description:

Part of Lot 1, Block 90 ½, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

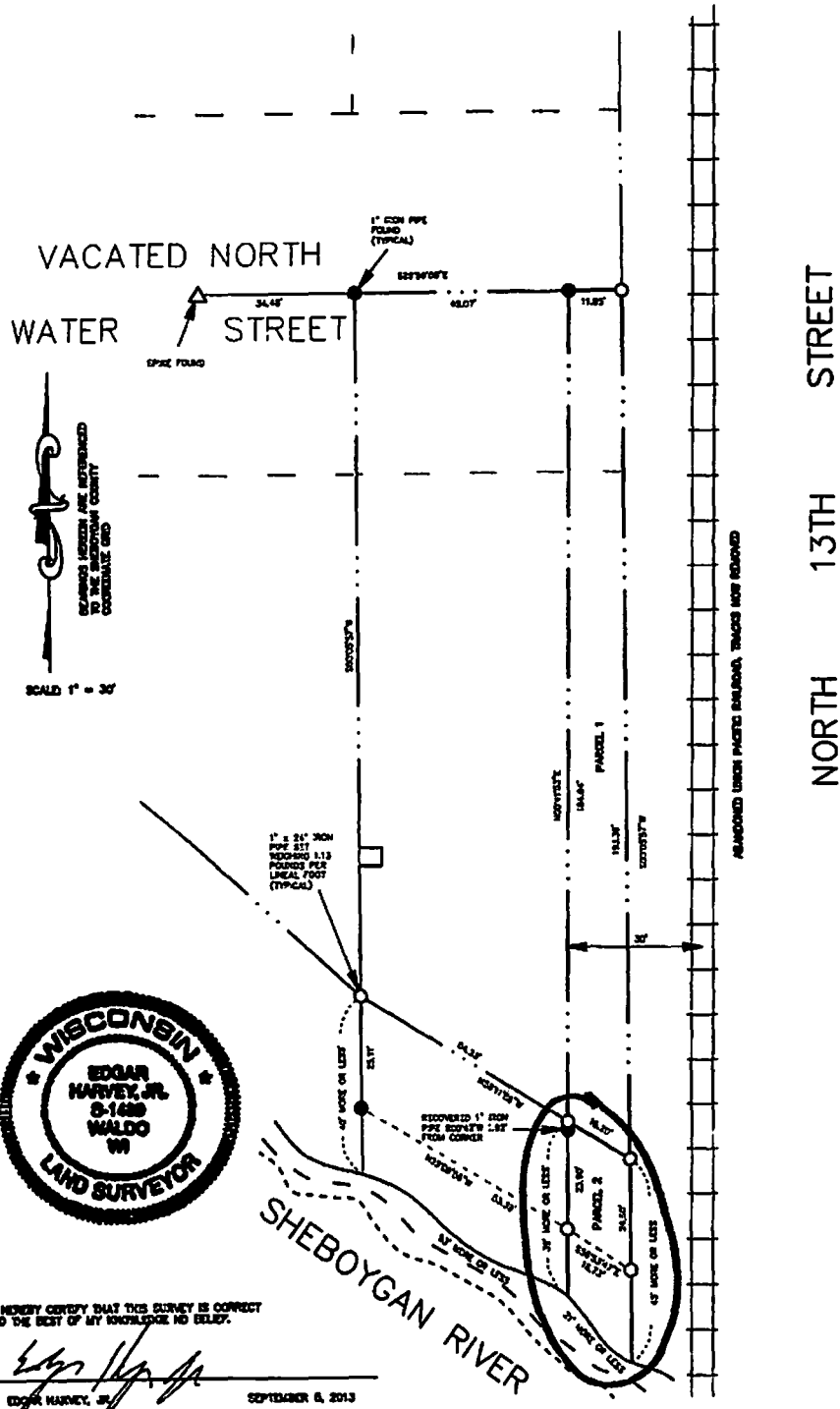
Commencing at the point where the West line of North 13th Street intersects the centerline of vacated North Water Street; thence S00°05'57"W, along the West line of North 13th Street, and the East line of Lot 1, Block 90 ½, 193.36 feet to the point of beginning:

Thence continuing S00°05'57"W, along the East line of Lot 1, Block 90 ½, 45 feet, more or less, to the water's edge of the Sheboygan River; thence northwesterly along the water's edge of the Sheboygan River, 21 feet, more or less, to a point which is 30.00 feet westerly, measured at right angles from the centerline of the abandoned Union Pacific Railroad (formerly the Chicago and Northwestern Railroad) main track; thence N00°41'53"E, along a line which is 30.00 feet westerly, measured at right angles from the centerline of the abandoned Union Pacific Railroad main track, 39 feet, more or less; thence S58°11'56"E, 16.20 feet to the point of beginning, and containing 600 square feet of land, more or less.

Parcel Identification No.: Part of 59281-205940

Grantee, by recording this Deed, agrees that the above-described premises shall merge with the property it owns adjacent to the above-described property and shall hereafter be considered as one. All future descriptions will describe the premises as one unit in order to comply with Section 71.08(a)(1)C. of the Sheboygan County Subdivision Ordinance. [The Subject Property shall be merged with the adjacent parcel (PIN: 59281-205947)].

PART OF LOT ONE, BLOCK 90 $\frac{1}{2}$, AND PART OF THE SOUTH $\frac{1}{2}$ OF VACATED
NORTH WATER STREET, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN



Description of Parcel 1 (Sheboygan County to Millennium Properties, Inc.)

Part of lot 1, block 90 ½ and part of the south ½ of vacated North Water Street, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

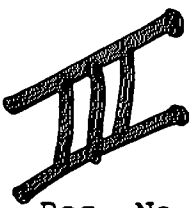
Beginning at the point where the west line of North 13th Street intersects the centerline of vacated North Water Street; thence S00°05'57"W, along the west line of North 13th Street, and the east line of lot 1, block 90 ½, 193.36 feet; thence N58°11'56"W 16.20 feet to a point which is 30.00 feet westerly, measured at right angles from the centerline of the abandoned Union Pacific Railroad (formerly the Chicago and Northwestern Railroad) main track; thence N00°41'53"E, along a line which is 30.00 feet westerly, measured at right angles from the centerline of the abandoned Union Pacific Railroad main track, 184.84 feet to the centerline of vacated North Water Street; thence S89°59'08"E, along said centerline, 11.85 feet to the point of beginning, and containing 2428 square feet of land.

Description of Parcel 2 (Sheboygan County to City of Sheboygan)

Part of lot 1, block 90 ½, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the point where the west line of North 13th Street intersects the centerline of vacated North Water Street; thence S00°05'57"W, along the west line of North 13th Street, and the east line of lot 1, block 90 ½, 193.36 feet to the point of beginning:

Thence, continuing S00°05'57"W, along the east line of lot 1, block 90 ½, 45 feet, more or less to the water's edge of the Sheboygan River; thence northwesterly, along the water's edge of the Sheboygan River, 21 feet, more or less to a point which is 30.00 feet westerly, measured at right angles from the centerline of the abandoned Union Pacific Railroad (formerly the Chicago and Northwestern Railroad) main track; thence N00°41'53"E, along a line which is 30.00 feet westerly, measured at right angles from the centerline of the abandoned Union Pacific Railroad main track, 39 feet more or less; thence S58°11'56"E 16.20 feet to the point of beginning, and containing 600 square feet of land, more or less.



Res. No. _____ - 13 - 14. By Alderperson Carlson. December 16, 2013.

A RESOLUTION adopting the *Sheboygan County, Wisconsin Hazard Mitigation Plan Update*.

WHEREAS, the City of Sheboygan recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the City of Sheboygan participated jointly in the planning process with the other local units of government within the County to prepare the Hazard Mitigation Plan Update.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the *Sheboygan County, Wisconsin Hazard Mitigation Plan Update* as an official plan.

BE IT FURTHER RESOLVED: That the Sheboygan County Emergency Management Department will submit on behalf of the participating municipalities the adopted Hazard Mitigation Plan Update to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval.

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. _____ - 13 - 14. By Alderperson Heidemann. December 16, 2013.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2014 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ <u>455120 & 455140</u> Parcel Ident. No.
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2014 through December 31, 2014.

3. That the total rental rate for this parcel of land for 2013 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2014.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2014.

LESSEE

BY: _____
David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this ____ day of _____, 2014.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2014.

Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No.
_____-13-14.

III

Res. No. _____ - 13 - 14. By Alderperson Heidemann. December 16, 2013.

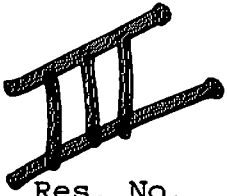
A RESOLUTION authorizing the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

RESOLVED: That the Department of Public Works is hereby directed to proceed with the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

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



Res. No. 13 - 14. By Alderperson Heidemann. December 16, 2013.

A RESOLUTION authorizing advertising for bids for the Water Street Park retaining wall repair.

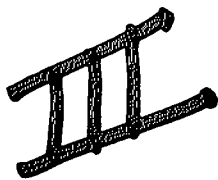
RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the Water Street Park retaining wall repair, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Heidemann

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



Res. No. _____ - 13 - 14. By Alderperson Heidemann. December 16, 2013.

A RESOLUTION authorizing executing a one-year lease for agricultural property in the City of Sheboygan.

RESOLVED: That the Mayor is hereby authorized and directed to execute the attached lease with Paul Rammer for the 2014 agricultural use of approximately 20.46 acres land bordering South Business Drive in the City of Sheboygan.

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

AGRICULTURAL LAND LEASE

This lease entered into as of the ____ day of January, 2014, between CITY OF SHEBOYGAN, State of Wisconsin, hereinafter referred to as "Landlord," and PAUL RAMMER of Sheboygan, Wisconsin, hereinafter referred to as "Tenant."

WITNESSETH:

1. **LEASE OF PREMISES.** Landlord for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by Tenant, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord on the same terms and conditions the following described premises:

20.46 acres bordering South Business Drive in the City of Sheboygan, being part of Section 9, T. 14 N., Range 23 E., County of Sheboygan, and further identified as Farm #11442, Tract # 28896 on the attached USDA Farm Service Agency Map.

2. **TERM.** This lease shall commence on January 1, 2014 and shall terminate on December 31, 2014. However, Landlord reserves the exclusive right to terminate in full or in part this lease with twenty (20) days written notice for purposes of facilitating development needs. In no event shall Landlord be liable to pay for damages.

3. **RENTAL.** The rental shall be \$1,200.00 per year, payable on or before December 31, 2014. However, in the event of an early termination, rent will be prorated based on 20 acres and based on the term of the tenancy.

4. **STIPULATED USAGE.** The leased premises are to be used for agricultural purposes only. The Tenant covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. LIABILITY INSURANCE. It is the responsibility of Tenant to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to Landlord upon request.

6. ASSIGNMENT AND SUBLETTING. Tenant may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of Landlord, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet, but that such consent shall not be unreasonably withheld.

7. COMPLIANCE WITH LAW. Tenant shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein.

8. LANDLORD'S ENTRY FOR INSPECTION. Landlord and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of Tenant.

9. RIGHT OF FIRST REFUSAL FOR FUTURE RENTAL. Tenant shall have a right of first refusal for the continued rental of the above-described premises after termination of lease such that in the event Landlord shall receive from a third party a bona fide offer to rent the above-described premises for agricultural purposes, Tenant shall have the right to meet the price and terms of said offer to rent within fifteen (15) days after a copy of said offer to rent is personally delivered to Tenant. If Tenant fails to exercise his right of first refusal within the time period herein specified, said right of first refusal shall be deemed waived and this right of first refusal shall be of no further force and effect with respect to the said premises. If, however, for any reason, Landlord shall fail to consummate the lease of the subject premises to said third party, the rights herein mentioned shall be deemed revived and be of the same force and effect as if no bona fide offer was ever received.

10. EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS.

Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

11. SUCCESSORS, ETC. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

12. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

LANDLORD: CITY OF SHEBOYGAN

By:_____

TENANT:

Paul Rammer

USDA United States Department of Agriculture
Farm Service Agency
Sheboygan County

Wilson 9
Tract 28896



0 335 670 1,340 2,010 2,680 Feet

Legend

□ Section Boundary

Wetland Information

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

2010 Aerial Photography

Disclaimer: Map information intended for FSA programs only. FSA does not guarantee the accuracy of this map for other purposes.

June 16, 2011

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

IX

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. December 16, 2013.

Your Committee to whom was referred R. C. 83-13-14 by Public Protection and Safety and Gen. Ord. No. 8-13-14 by Alderperson Carlson creating section 70-154 of the Municipal Code, entitled "Public Intoxication," so as to prohibit intoxication in public places, provide a penalty, and provide an alternative to said penalty in certain situations; recommends passing the Substitute Gen. Ord.

_____	_____
_____	_____
_____	_____
	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

Subs of Gen. Ord. No. 8 - 13 - 14. By Alderperson Carlson.
December 16, 2013.

AN ORDINANCE creating Section 70-154 of the Municipal Code, relating to prohibiting certain conduct of impaired persons, providing a penalty therefor, and providing for an alternative disposition in certain circumstances.

WHEREAS, it is the policy of the City of Sheboygan to comply with Chapter 51, Wis. Stats., the State Alcohol, Drug Abuse, Developmental Disabilities and Mental Health Act; and

WHEREAS, it is also the policy of the City of Sheboygan to provide for the safety, health and welfare of the public by prohibiting certain harmful conduct by persons whose mental or physical functioning is impaired as a result of the use of alcohol, drugs and/or other controlled substances; and

WHEREAS, being mentally or physically impaired as a result of the use of alcohol, drugs and/or other controlled substances makes a person vulnerable to injury, robbery, assault, and a number of other difficulties; and

WHEREAS, this ordinance is intended to discourage irresponsible behavior attributable to impairment as a result of the use of alcohol, drugs and/or other controlled substances and thereby promote the safety, health and welfare of the public; and

WHEREAS, it is the intention of the Common Council that this ordinance be applied only to the extent that other law enforcement measures are unavailable or ineffective in dealing with such behavior and is not intended to thwart or circumvent the policies underlying Chapter 51 or conflict with its statutory provisions.

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

Section 1. Section 70-154 of the Sheboygan Municipal Code entitled "Prohibited conduct of impaired persons" is hereby created to read as follows:

"Sec. 70-154. Prohibited conduct of impaired persons.

(a) Definitions:

The following words and phrases are defined as follows for the purpose of this section:

1. IMPAIRED PERSON: A person whose mental or physical functioning is impaired as a result of the use of alcohol, drugs and/or another controlled substance. Evidence that a person is impaired shall include a combination of the following indicators: odor of intoxicants on the breath; bloodshot eyes; dilated pupils; stumbling or staggering; slurred speech.
2. PUBLIC NUISANCE: Conduct by an individual that is a disturbance of the peace, including, but not limited to, engaging in obnoxious behavior, acting in an unruly or combative manner, vomiting, creating loud noises to the disturbance of other persons, refusing to follow the instructions of a police officer, refusing to follow the instructions to leave a place of business by the owner, employee or other person in charge thereof, or otherwise disturbing the peace in any public place.
3. PUBLIC PLACE: A place to which the public has access, and includes, but is not limited to, places owned or controlled by the city, county or state, any public street, highway, sidewalk, parking lot, alley, parks, schools, places of worship and private places open to the general public.

(b) Certain conduct of impaired persons prohibited.

No impaired person shall, in a public place, conduct himself or herself in such a manner that constitutes a public nuisance as defined in this section.

(c) Penalty:

1. In general:

Except as provided in subsection (c)2., any person violating the provisions of this section is subject to a forfeiture of not less than one hundred and fifty dollars (\$150.00), together with statutory costs, and a forfeiture of not less than three hundred dollars (\$300.00) together with statutory costs for each subsequent violation within one year.

2. Alternative disposition:

Any person violating the provisions of subsection (b) above who has no prior convictions under this ordinance and who

has never been given the opportunity for the alternative disposition in this subsection, shall be provided a written warning with conditions in lieu of issuance of a citation. The warning shall be conditioned upon such person attending and successfully completing an evidence-based alcohol education program approved by the city within ninety (90) days of receiving the written warning. The Common Council may, by resolution, provide a list of such approved alcohol education programs. Successful and timely completion of the alcohol education program as demonstrated by a certificate of satisfactory completion issued by the sponsoring agency shall result in no further enforcement of the violation giving rise to the warning. Failure to satisfactorily and timely complete the alcohol education program shall result in issuance of a citation for the violation provided in (c)1. above.

(d) Exception:

No individual shall be in violation of this ordinance solely for possessing or consuming alcohol, drugs and/or other controlled substances."

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

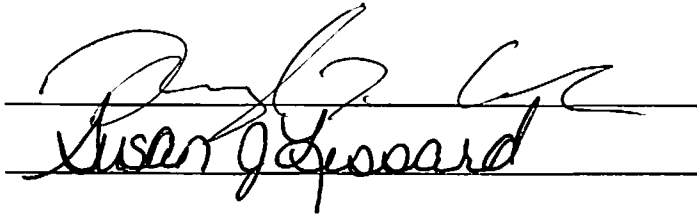
IV

6.6

R. C. No. 83 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. July 1, 2013.

Your Committee to whom was referred Gen. Ord. No. 8-13-14 by Alderperson Carlson creating section 70-154 of the Municipal Code, entitled "Public Intoxication," so as to prohibit intoxication in public places, provide a penalty, and provide an alternative to said penalty in certain situations; recommends sending the document back to Council with no recommendations.

PP & B
fill original 6.0.
adapt Sub 6.0.



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

~~X~~

7.1

Gen. Ord. No. 8 - 13 - 14. By Alderperson Carlson. June 3, 2013.

AN ORDINANCE creating section 70-154 of the Municipal Code, entitled "Public Intoxication," so as to prohibit intoxication in public places, provide a penalty, and provide an alternative to said penalty in certain situations.

WHEREAS, it is the policy of the City of Sheboygan to comply with Chapter 51, Wis. Stats., the State Alcohol, Drug Abuse, Developmental Disabilities and Mental Health Act;

WHEREAS, it is also the policy of the City of Sheboygan to provide for the safety, welfare and health of the public while prohibiting certain harmful conduct of intoxicated persons;

WHEREAS, being publicly intoxicated makes a person vulnerable to injury, robbery, assault, and a number of other difficulties;

WHEREAS, this ordinance addresses the behavior of the individual, rather than his or her blood alcohol content level, thus encouraging responsible behavior while consuming alcohol and providing benefit to both the individual and the public;

WHEREAS, this section is intended to provide for the safety, welfare and health of the public as is allowed under §62.11(5), Wis. Stats., and is intended to comply with ch. 51, Wis. Stats.

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

Section 1. Section 70-154 of the Sheboygan Municipal Code is hereby created to read as follows:

"Section 70-154 Public Intoxication.

(a) Definitions:

The following words and phrases are defined as follows for the purpose of this section:

1. INCAPACITATED PERSON: A person, that as the result of the use of alcohol, drugs and/or another controlled substance, is unconscious or whose judgment is so impaired that he or she is incapable of making rational decisions, as evidenced objectively by indicators such as extreme physical debilitation, physical harm, or threats of harm to himself or herself or to any other person or to property.
2. IMPAIRED PERSON: A person who is under the influence of alcohol or whose mental or physical functioning is impaired as a result of the use of alcohol, drugs and/or another controlled substance. The fact

*PPS
no recommendation*

that a test of the person's breath, blood, or urine (including a preliminary breath test) shows that the person had an alcohol concentration of 0.08 or more is prima facie evidence that he or she is an impaired person.

3. PUBLIC NUISANCE: Conduct by an individual that is a disturbance of the peace, including, but not limited to, endangering himself or herself or other persons or property, acting in an unruly or combative manner, creating loud noises to the disturbance of other persons, refusing to follow the instructions of a police officer, refusing to follow the instructions to leave a place of business by the owner, employee or other person in charge thereof, or otherwise disturbing the peace in any public place.
4. PUBLIC PLACE: A place to which the public has access, and includes, but is not limited to, places owned or controlled by the city, county or state, any public street, highway, sidewalk, parking lot, alley, parks, schools, places of worship and private places open to the general public.

(b) Impairment in Public Places Prohibited

No person shall, in a public place, conduct himself or herself in such a manner as to be any of the following:

- (1) a danger to himself/herself or to others as a result of the use of alcohol, drugs, or other substances;
- (2) an incapacitated person as a result of the use of alcohol, drugs, or other substances;
- (3) unable to care for his or her own safety or the safety of others by reason of impairment due to the use of alcohol, drugs, or other substances;
- (4) an impaired person who
 - a. engages in disorderly conduct; or,
 - b. creates a public nuisance; or,
 - c. violates any ordinance or state statute.

(c) Penalty:

- (1) In general

Any person violating the provisions of this section is subject to a forfeiture of not less than one hundred and fifty dollars (\$150.00) together with statutory costs, and a forfeiture of not less than

three hundred dollars (\$300.00) together with statutory costs for each subsequent violation within one year.

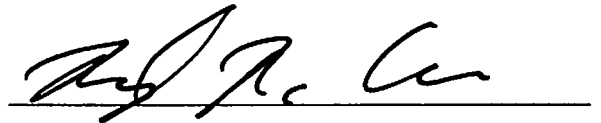
(2) Alternative penalty

Any person who has no prior convictions pursuant to this ordinance and who has never been given the opportunity for the alternative penalty in this subsection, may, as an alternative to the sentence in (1) above, have all forfeitures and costs waived, conditioned upon such person attending and successfully completing an approved evidence-based alcohol education program. The common council may, by resolution, provide a list of such alcohol education programs. Successful and timely completion of the alcohol education program shall result in the dismissal of the citation. However, failure to timely complete the alcohol education program shall result in the imposition of the original forfeiture.

(d) Exception.

No individual actively seeking medical treatment for an alcohol or other drug-related overdose will be subject to this ordinance for the sole violation of using or possessing alcohol. This exception shall extend to another individual seeking help for an intoxicated individual."

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



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. December 16, 2013.

Your Committee to whom was referred R. C. 82-13-14 by Public Protection and Safety and Res. No. 14-13-14 by Alderperson Carlson providing a list of approved evidence-based alcohol education programs pursuant to §70-154 (c) (2), Sheboygan Municipal Code; recommends passing the Substitute Resolution.

_____ 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

Subs of Res. No. 14 - 13 - 14. By Alderperson Carlson. December 16, 2013.

A RESOLUTION providing a list of approved evidence-based alcohol education programs pursuant to §70-154(c)(2), Sheboygan Municipal Code.

WHEREAS, §70-154(c)(2) of the Municipal Code provides that any person who has no prior convictions pursuant to that ordinance and who has never been given the opportunity for the alternative disposition in this subsection, shall be provided a written warning with conditions in lieu of issuance of a citation, conditioned upon such person attending and successfully completing an evidence-based alcohol education program approved by the city; and

WHEREAS, §70-154(c)(2) of the Municipal Code further provides that the common council may, by resolution, provide a list of such alcohol education programs; and

WHEREAS, in the absence of such programs offered by local mental health providers, schools, and colleges, the Police Department has created and developed a department-run alcohol education program that will cost the department and other city agencies approximately \$100.00 per person to maintain and operate.

NOW, THEREFORE, BE IT RESOLVED: That the alcohol education program created and developed by the Sheboygan Police Department is an approved evidence-based alcohol education program.

BE IT FURTHER RESOLVED: That the cost to an individual for attending said program shall be set at \$100.00.

BE IT FURTHER RESOLVED: That the Common Council encourages local mental health providers, schools, and colleges to consider developing evidence-based alcohol education programs and obtaining approval for such programs.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

6.5

R. C. No. 82 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. July 1, 2013.

Your Committee to whom was referred Res. No. 14-13-14 by Alderperson Carlson providing a list of approved evidence-based alcohol education programs pursuant to §70-154(c)(2), Sheboygan Municipal Code; recommends sending the document back to Council with no recommendations.

*PPS
fill original Res
& approve pub.*

[Signature]
Susan J. Lippard

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

5.1

Res. No. 14 - 13 - 14. By Alderperson Carlson. June 3, 2013.

A RESOLUTION providing a list of approved evidence-based alcohol education programs pursuant to §70-154(c)(2), Sheboygan Municipal Code.

WHEREAS, §70-154(c)(2) of the Municipal Code provides that any person who has no prior convictions pursuant to that ordinance and who has never been given the opportunity for the alternative penalty in this subsection, may, as an alternative sentence, have all forfeitures and costs waived, conditioned upon such person attending and successfully completing an approved evidence-based alcohol education program; and,

WHEREAS, §70-154(c)(2) of the Municipal Code further provides that the common council may, by resolution, provide a list of such alcohol education programs;

WHEREAS, in the absence of such programs offered by local mental health providers, schools, and colleges, the Police Department has created and developed a department-run alcohol education program that will cost the department and other city agencies approximately \$100.00 per person to maintain and operate;

NOW, THEREFORE BE IT RESOLVED: That the alcohol education program created and developed by the Sheboygan Police Department is an approved evidence-based alcohol education program.

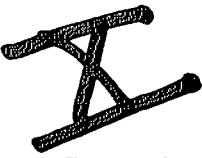
BE IT FURTHER RESOLVED: That said the cost to an individual for attending said program shall be set at \$100.00.

BE IT FURTHER RESOLVED: That the Common Council encourages local mental health providers, schools, and colleges to consider developing evidence-based alcohol education programs and obtaining approval for such programs.

1st recommendation
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. - 13 - 14 By Alderpersons Thiel and Lewandoske.
December 16, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1539 N. 33rd Pl. from Class UR Urban Residential to Class SO Suburban Office 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 UR Urban Residential to Class SO Suburban Office Classification:

Property located at 1539 N. 33rd Pl.

Section 16, T15N, R23E. Lot 1 of a C.S.M. recorded in Volume 11, Page 222 of Certified survey maps and Lot 5 of a C.S.M. recorded in Volume 11, Page 38 of Certified Survey Maps. Both being in the SE ¼ of the SW ¼ of Section 16, T15N, R23E in the City of Sheboygan, Sheboygan County, WI.

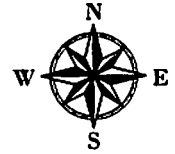
Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

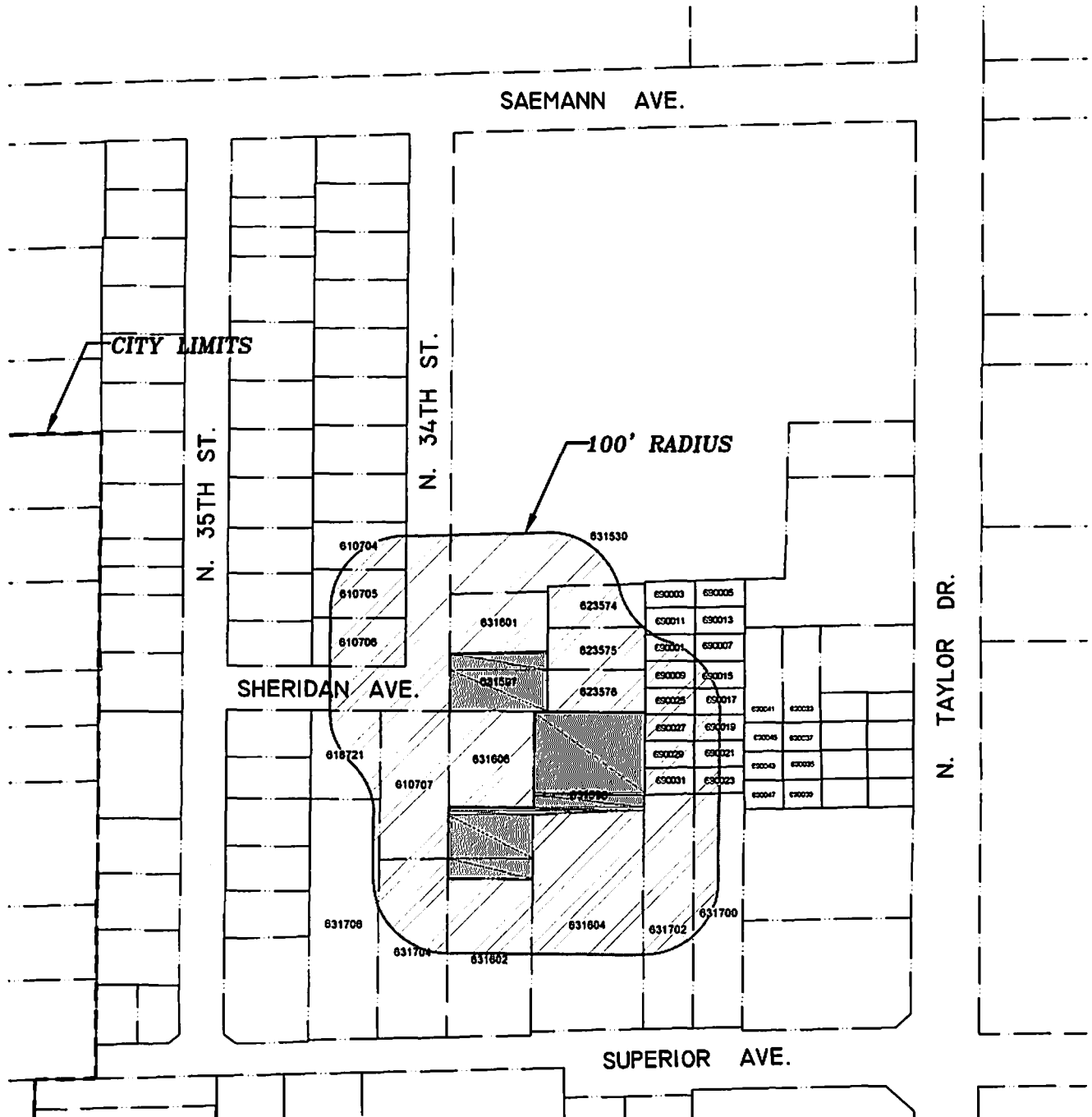
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

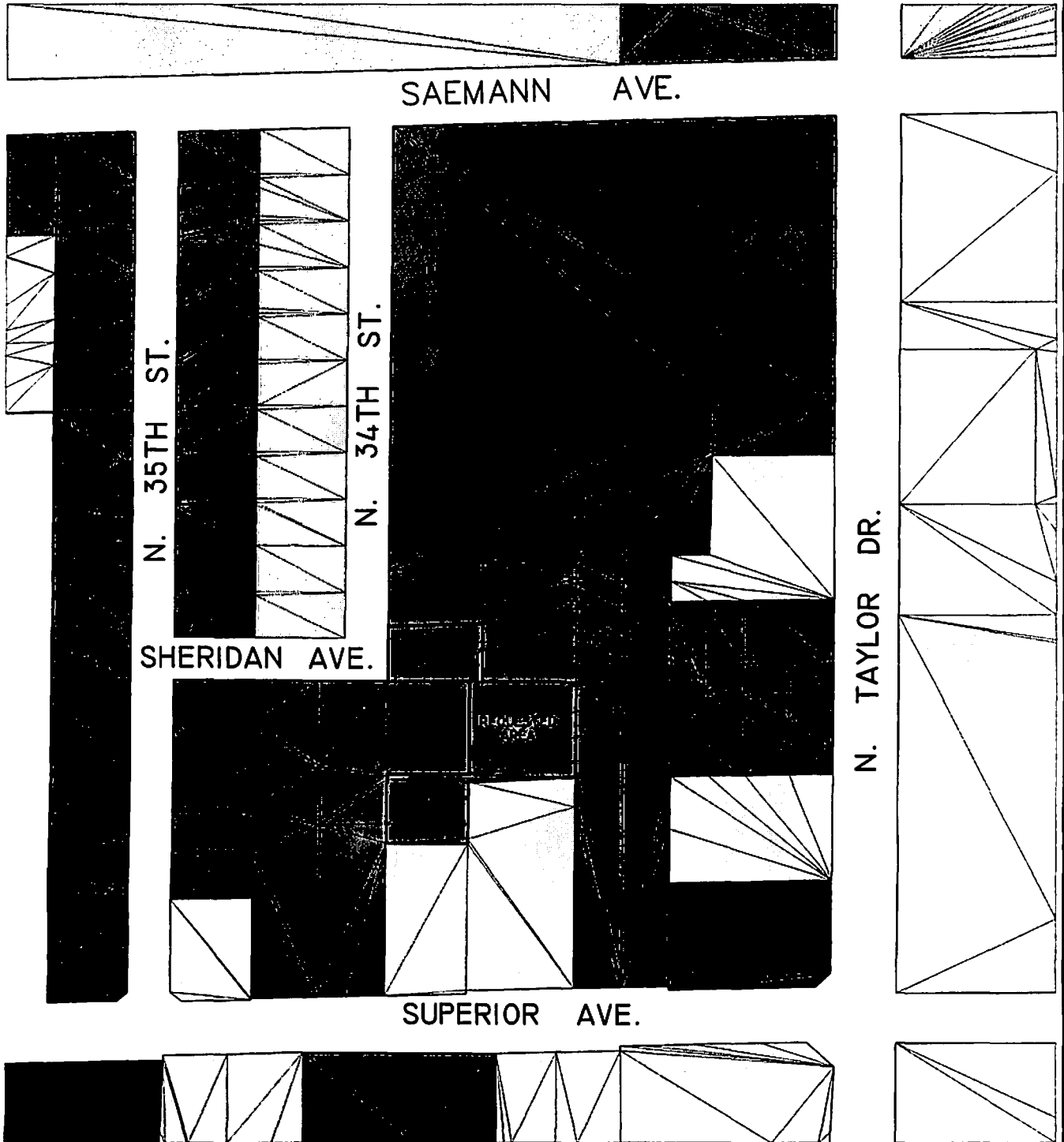
PROPOSED ZONING CHANGE FROM UR TO SO FOR AW REAL ESTATE LLC SECTION 16, T. 15 N., R. 23 E.



LOT 1 OF A C.S.M. RECORDED IN VOLUME 11, PAGE 222 OF CERTIFIED SURVEY MAPS AND LOT 5 OF A C.S.M. RECORDED IN VOLUME 11, PAGE 38 OF CERTIFIED SURVEY MAPS. BOTH BEING IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.

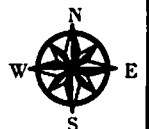


PROPOSED ZONING CHANGE APPLICATION FOR AW REAL ESTATE LLC ZONING MAP OF SURROUNDING AREA



- | | | | |
|---|-------------------------------|---|-----------------------|
|  | UR - URBAN RESIDENTIAL |  | UC - URBAN COMMERCIAL |
|  | SC - SUBURBAN COMMERCIAL |  | SO - SUBURBAN OFFICE |
|  | SR-5 - SUBURBAN RESIDENTIAL 5 | | |

SCALE 1" = 200'
DECEMBER 10, 2013



4

3.6

R. O. No. 196-13-14. By CITY PLAN COMMISSION. December 2, 2013.

Your Commission to whom was referred Gen. Ord. No. 43-13-14 amending the City's zoning map to establish the Use District Classification of recently annexed property owned by Town of Wilson and located at 4108 S 18th St to SR-3 Suburban Residential; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 26, 2013, and after due consideration, recommends approval of the General Ordinance.

Director of Planning and Development

*Lies over
Accept & File*

X

7.3

Gen. Ord. No. 43 - 13 - 14. By Alderpersons Hammond and Lessard.
November 18, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located at 4108 S. 18th Street.

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 establishing the Use District Classification of the following described annexed lands as Class SR-3 Suburban Residential Classification:

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, T. 14 N., R. 23 E., SHEBOYGAN COUNTY, STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S. 18TH ST., ALSO KNOWN AS THE NORTH/SOUTH 1/4 LINE, AND THE EAST/WEST 1/4 LINE OF SECTION 3, T. 14 N., R. 23 E., THENCE WEST ALONG SAID EAST/WEST 1/4 LINE 340' TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 340' TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 630', TO A POINT 970' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE SOUTH, PARALLEL TO SAID NORTH/SOUTH 1/4 LINE 673', THENCE EAST 630', 673' SOUTH OF AND PARALLEL TO THE EAST/WEST 1/4 LINE TO A POINT 340' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE NORTH 673' PARALLEL TO SAID NORTH/SOUTH 1/4 LINE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 423,987.85 SQ. FT. OR 9.73 ACRES. (Part of Tax Parcel No. 59030451620)

*City Plan
approve*

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

DHd
Susan J. Zussard

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____.

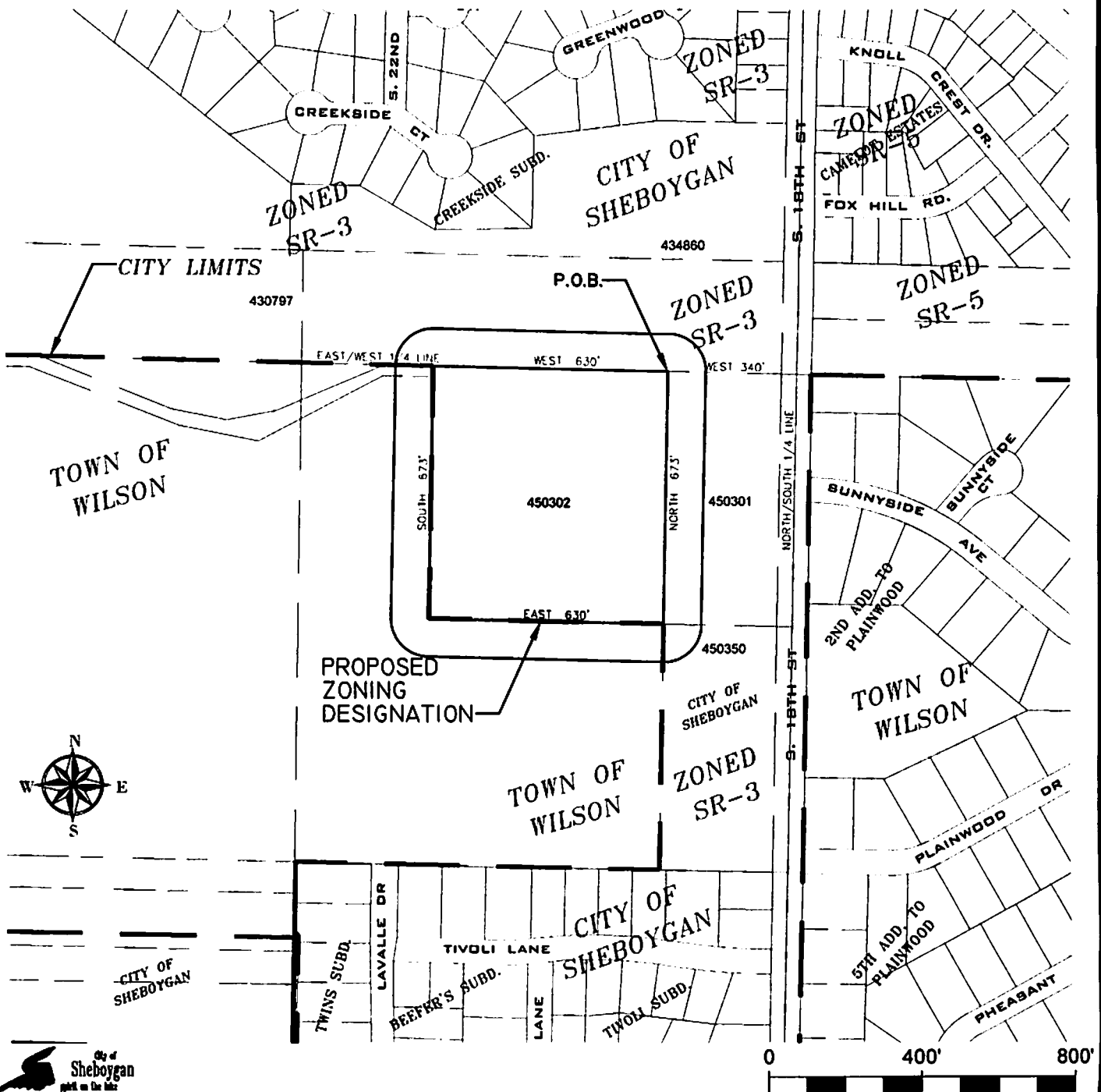
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING DESIGNATION OF SR-3 FOR CITY / TOWN DOG PARK SECTION 3, T. 14 N., R. 23 E.

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, T. 14 N., R. 23 E., SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S. 18TH ST., ALSO KNOWN AS THE NORTH/SOUTH 1/4 LINE, AND THE EAST/WEST 1/4 LINE OF SECTION 3, T. 14 N., R. 23 E., THENCE WEST ALONG SAID EAST/WEST 1/4 LINE 340' TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 630', TO A POINT 970' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE SOUTH, PARALLEL TO SAID NORTH/SOUTH 1/4 LINE 673', THENCE EAST 630', 673' SOUTH OF AND PARALLEL TO THE EAST/WEST 1/4 LINE TO A POINT 340' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE NORTH 673' PARALLEL TO SAID NORTH/SOUTH 1/4 LINE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 423,987.85 SQ. FT. OR 9.73 ACRES.



~~II~~

3.5

R.O. No. 198-13-14. By CITY PLAN COMMISSION. December 2, 2013.

Your Commission to whom was referred Gen. Ord. No. 45-13-14 by Alderperson Versey amending subsection 15.936(1) of the City of Sheboygan Zoning Ordinance relating to fees; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 26, 2013, and after due consideration, recommends approval of the General Ordinance.

Director of Planning and Development

*See notes
6-20-14 + file*

X

7.5

Gen. Ord. No. 45 - 13 - 14. By Alderperson Versey. November 18, 2013.

AN ORDINANCE amending Subsection 15.936(1) of the City of Sheboygan Zoning Ordinance relating to fees.

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

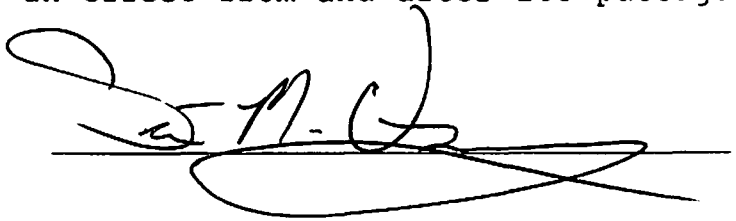
Section 1. Subsection (1) of Section 15.936 Fees, of the City of Sheboygan Zoning Ordinance is hereby amended so as to add the following:

"(k) Communication Tower (per section 15.206(7)(c):

- (1) New tower or substantial modification \$3000
- (2) Non-substantial modification \$500"

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.

*City Plan
approve*



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

II

5.1

Res. No. 86 - 13 - 14. By Alderperson Hammond. November 18, 2013.

A RESOLUTION authorizing entering into contract with Buteyn-Peterson and Sigma Environmental in order to fill the floodplain on the former Schuchardt property.

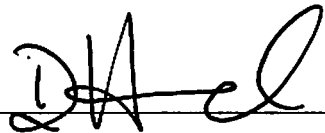
WHEREAS: in May, 2013, the City of Sheboygan received approval from the Federal Emergency Management Agency and the Wisconsin Department of Natural Resources to fill portions of the floodplain on the former Schuchardt property:

WHEREAS: by filling the floodplain, the City will receive additional developable acres in the land adjacent to CTY Highway PP;

RESOLVED: that the Common Council authorizes the Mayor and City Clerk to sign all documents related to undertaking these activities.

BE IT FURTHER RESOLVED, that the Finance Director/Treasurer is hereby authorized to draw \$ 169,000 from Industrial Development Park Funds, in payment of same.

*Has over
to 12/2/13
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

~~11~~

8.2

Res. No. 102 - 13 - 14. By Alderperson Hammond and Carlson.
December 2, 2013

A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the period 2014 - 2017 and adopting the 2014 program for implementation.

WHEREAS: The Capital Improvements Commission is served with the responsibility of annually considering requests and establish priorities for municipal improvements, and

WHEREAS: The Commission considered many requests and proposals for the various departments in the City of Sheboygan,

RESOLVED: The Commission recommends approving projects rated one through fourteen for 2014 funding, to borrow \$2M and hold the remaining funds for projects as needed.

BE IT FURTHER RESOLVED: That the 2014 - 2017 Capital Improvements Program for the City of Sheboygan is hereby approved, and the 2014 Program is hereby adopted for implementation.

*Discovered
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

2014
CAPITAL IMPROVEMENT PRIORITY

PROJECT	Carlson	Jones	Jung	Dussault	Mayor	Versey	Hammond	TOTAL
City-Wide Street Reconstructin	13	15	15	12	20	21	14	110
Reconstruct Calumet Drive/STH 42	19	14	13	15	22	24	16	123
EAB Urban Forest Management	18	18	17	17	20	24	18	132
Fire Pumper Truck		19	19	16	21	40	18	133
Police In-Squad Video Camera Replacement	16	18	21	14	28	24	20	141
Traffic Signal Controllers Replacement	18	18	18	17	22	29	22	144
STH 28/14th Street Bridge Deck Replacement	19	18	20	15	22	29	24	147
MSB Transfer Switch	23	19	18	21	20	27	20	148
City-Wide Revaluation	16	24	24	16	27	27	14	148
Transit Equipment/Vehicle Replacement	16	20	20	19	18	32	24	149
HVAC Upgrade - Phase 2	13	22	21	18	20	33	30	157
Behrens Parkway Street Lighting	19	20	21	21	19	31	26	157
Sheboygan River Docks Replacement	23	19	19	19	27	28	24	159
Salt Facility		26	26	29	30	27	30	168
City-Wide Playground Renovations	30	26	27	19	24	23	26	175
Resurface Tennis Courts (Deland/Vets/Vollrath)	31	27	26	22	22	19	30	177
Roof Replacement (Roosevelt Park)	31	20	21	22	24	30	30	178
Reconstruction of Skate Park (Kiwanis Park)	25	28	26	25	19	28	30	181
Splash Pads (Veterans/Cleveland/Optimist)	28	26	26	25	23	30	30	188
Veterans Park Enhancements, Phase II	31	26	26	25	31	30	30	199
	389	423	424	387	459	556	476	3114

CAPITAL IMPROVEMENT REQUESTS 2013-2017

	FUND	GEN. FUND TOTAL	TOTAL PROJECT	2013	2014	2015	2016	2017	DEBT/LEVY	FUNDING SOURCES					
										COMMENTS	FEDERAL	STATE	TIF DEBT	OTHER	
OPERATIONS															
Police In-Squad Video Camera Replacement	GENERAL	\$80,000	\$80,000		\$80,000				\$80,000						
Police Mobile Radio Replacement	GENERAL	\$400,000	\$400,000			\$400,000			\$400,000						
Fire Department Radios	GENERAL	\$200,000	\$200,000			\$200,000			\$200,000						
Fire Command Vehicle	GENERAL	\$35,000	\$35,000	\$35,000					\$35,000						
Fire Dept. Pumper Truck	GENERAL	\$500,000	\$500,000						\$0	LEASE				\$500,000	
Fire Dept. Ladder Truck	GENERAL	\$950,000	\$950,000					\$950,000	\$950,000						
City/County Joint Dispatch	GENERAL	\$2,500,000	\$2,500,000				\$2,500,000		\$2,500,000						
Engineering Survey Equipment	GENERAL	\$50,000	\$50,000			\$50,000			\$50,000						
BUILDINGS															
City Hall Renovations	GENERAL	\$1,180,000	\$1,180,000			\$225,000	\$490,000	\$465,000	\$1,180,000						
City Hall Roof Replacement	GENERAL	\$510,000	\$510,000			\$10,000	\$500,000		\$510,000						
MSB Roof Replacement	GENERAL	\$1,525,000	\$1,525,000			\$25,000	\$1,500,000		\$1,525,000						
MSB Transfer Switch	GENERAL	\$35,000	\$35,000		\$35,000				\$35,000						
MSB Salt Storage Facility	GENERAL	\$225,000	\$225,000		\$225,000				\$225,000						
SACS Men's Restroom Remodel	GENERAL	\$29,855	\$29,855			\$29,855			\$29,855						
SACS Roof Replacement	GENERAL	\$50,000	\$50,000			\$50,000			\$50,000						
Fire Station #4 New Roof & Tuck Pointing	GENERAL														
City Hall ADA Chair Lift	GENERAL														
STREETS/RIGHT-OF-WAY															
Behrens Parkway Street Lighting	GENERAL	\$35,000	\$35,000						\$0	INDUSTRIAL PARK FUND				\$35,000	
Traffic Signal Controllers Replacement	GENERAL	\$70,000	\$70,000		\$70,000				\$70,000						
Elsner Avenue Reconstruction	GENERAL	\$3,300,000	\$3,300,000	\$300,000					\$3,300,000						
City-Wide Mini-Storm Sewer Program	GENERAL	\$150,000	\$150,000			\$50,000	\$50,000	\$50,000	\$0	SPECIAL ASSESSMENT FUND				\$150,000	
City-Wide Sidewalk Repair	GENERAL	\$300,000	\$300,000			\$100,000	\$100,000	\$100,000	\$0	SPECIAL ASSESSMENT FUND				\$300,000	
STH 28/14th Street Bridge Deck Replacement	GENERAL	\$127,500	\$127,500		\$27,500	\$100,000			\$127,500						
Reconstruct Calumet Drive/STH 42	GENERAL	\$260,000	\$260,000		\$180,000		\$180,000		\$260,000						
Repaving STH28/I-43 Interchange	GENERAL	\$125,000	\$125,000				\$125,000		\$125,000						
City-Wide Street Reconstruction	GENERAL	\$11,540,000	\$11,540,000	\$165,000	\$450,000	\$3,300,000	\$3,625,000	\$4,000,000	\$11,540,000	2014 CDBG OF \$350,000					
Erie Avenue 8th to 14th Streets Paving	GENERAL	\$200,000	\$200,000	\$200,000					\$200,000						
PARKS/WATERFRONT															
City-Wide Playground Renovations	GENERAL	\$270,000	\$270,000		\$50,000	\$50,000	\$80,000	\$90,000	\$270,000	POSSIBLE CIVIC GROUP PARTICIPATION					
Reconstruction of Skate Park (Kiwanis Park))	GENERAL	\$480,000	\$480,000		\$30,000	\$450,000			\$480,000						
Veterans Park Enhancements, Phase II	GENERAL	\$100,000	\$100,000		\$50,000	\$50,000			\$100,000						
Splash Pads (Veterans/Cleveland/Optimist)	GENERAL	\$440,000	\$440,000		\$110,000	\$110,000	\$110,000	\$110,000	\$440,000						
Roof Replacement (Roosevelt Park)	GENERAL	\$30,000	\$30,000		\$30,000				\$30,000						
Resurface Maywood Driveway & Parking Lot	GENERAL	\$200,000	\$200,000					\$200,000	\$200,000						
Resurface Tennis Courts (Deland/Vets/Vollrath)	GENERAL	\$150,000	\$150,000		\$75,000	\$75,000			\$150,000	POTENTIAL FOUNDATION / PRIVATE SECTOR					
Comfort Station (Evergreen Park Area #2)	GENERAL	\$250,000	\$250,000			\$250,000			\$250,000						
Comfort Station (Lakeview Park)	GENERAL	\$250,000	\$250,000				\$250,000		\$250,000						
Comfort Station (Rammer Park)	GENERAL	\$200,000	\$200,000			\$200,000			\$200,000						
Wildwood Softball Complex Renovations	GENERAL	\$1,000,000	\$1,000,000			\$500,000	\$500,000		\$1,000,000						
EAB Urban Forest Management	GENERAL	\$175,000	\$175,000		\$25,000	\$50,000	\$50,000	\$50,000	\$175,000	DNR GRANT OPP. \$25,000 CITY/DNR EACH					
Sheboygan River Docks Replacement	GENERAL	\$175,000	\$175,000							BOAT FACILITIES FUND- \$175,000 IN 2014				\$175,000	
MEAD PUBLIC LIBRARY															
HVAC Upgrade - Phase 2	GENERAL	\$75,000	\$75,000		\$75,000				\$75,000						
Boiler Replacement	GENERAL	\$245,000	\$245,000			\$15,000	\$230,000		\$245,000						
CITY ASSESSOR															
City-Wide Revaluation	GENERAL	\$100,000	\$100,000		\$100,000				\$100,000						
SHEBOYGAN TRANSIT DIVISION															
Equipment/Vehicle Replacement	GENERAL	\$800,400	\$4,384,000		\$220,000	\$320,000	\$38,000	\$222,400	\$800,400		\$3,583,600				
WASTEWATER TREATMENT PLANT															
Sewer Line Improvements	WWTP		\$1,600,000		\$400,000	\$400,000	\$400,000	\$400,000						\$1,600,000	
Purchase & Installation Bio-Solids Equipment	WWTP		\$10,200,000		\$10,200,000									\$10,200,000	
MOTOR VEHICLE DEPARTMENT															
Equipment Replacement	MVD		\$4,278,000		\$1,149,000	\$1,045,000	\$1,078,000	\$1,006,000						\$4,278,000	
TOTAL		\$29,317,755	\$48,979,355	\$700,000	\$13,581,500	\$8,054,855	\$11,806,000	\$7,643,400	\$28,157,755		\$3,583,600			\$17,238,000	
GENERAL FUND TOTAL		\$29,317,755	\$32,601,355	\$700,000	\$1,832,500	\$6,609,855	\$10,328,000	\$6,237,400	\$25,707,755						

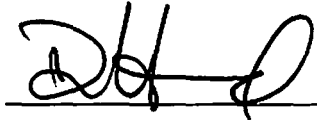
II

4.3

Res. No. 101 - 13 - 14. By Alderperson Hammond. December 2, 2013.

A RESOLUTION authorizing entering into an agreement with Siegel-Gallagher Management Company for management of the Harbor Centre Marina.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into an Agreement with Siegel-Gallagher Management Company for management of the Harbor Centre Marina, in form substantially similar to the attached.



*Yes over
approved*

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

~~A~~

8.4

Res. No. 103 - 13 - 14. By Alderperson Hammond, Carlson, Donohue,
Heidemann and VanderWeele. December 2, 2013.

A RESOLUTION committing Fund Balances in accordance with GASB #54 and
Subs. of Res. No. 44-12-13.

WHEREAS, the Common Council approved designating fund balances over the
prior year to be divided one half to unrestricted/unassigned, the remaining
one half to be allocated between Information Technology, Public
Protection/Safety, Public Works and City Development, and

WHEREAS, the Information Technology, Police, Fire, Public Works and
City Development have submitted requests to utilize the funds within the
purposes defined in Subs. of Res. No. 44-12-13, and

WHEREAS, the Strategic Fiscal Planning Committee has reviewed the
proposed projects with the departments and approved projects for Information
Technology, Public Works and City Development in the amount of \$992,144.

RESOLVED: That the Common Council approves the recommendations of the
Strategic Fiscal Planning Committee to designate fund balances of 2012 in
the amount of \$992,144.

Liuz Qued
Approved

BE IT FURTHER RESOLVED: That the appropriate City officials are allocated funds from the fund balance reserves in the amount of \$350,000 to an Economic Development Program, \$216,335 to Information Technology, \$120,000 to Public Works and \$305,809 to Fiber Network Ring.

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

~~XL~~

4.1

Res. No. 104 - 13 - 14. By Alderperson Hammond, Carlson, Dassler, Heidemann and Belanger. November 2, 2013

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establish estimated revenue and appropriation for municipal court detention fees

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Municipal Court Fund	Municipal Court Fund	
Court Penalty Costs	Jail Services	
27519500-451101	27519500-521720	\$20,000
	Software Maintenance	
	27519500-523122	\$1,500

*Yes Over
approve*

D. H. el
D. D. Carlson
Th

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

8.3

Res. No. 105 - 13 - 14.

By Alderperson Hammond, Carlson, Donohue,
Heidemann and VanderWeele. December 2, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establish appropriation for fund balances allocated per Subs of Res. 44-12-13

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund City Development Economic Development Program 10161100-590100	 \$350,000
	Information Technology Fund IT Equipment 70717100-642200	 \$216,335
	General Fund Public Works Future Projects 10131100-6XXXXX	 \$120,000

*Not Over
a year*

Information Technology Fund
Fiber Ring
70717100-642200 \$305,809

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