

*****ATTACHMENTS*****

II

R. O. No. _____ - 18 - 19. By CITY CLERK. July 16, 2018.

Submitting various license applications ALREADY ISSUED.

City Clerk

SPECIAL "B" LICENSE (Already Issued)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2633	Sheboygan Blue Line Association	1202 S. Wildwood Ave - One day event held July 14.

Consent.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. July 16, 2018.

Submitting the following licenses applications for the period ending June 30, 2020. The applications were approved by council as Club licenses, however are Regular Beverage Operator's licenses.

BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1138	Martin, Michael	N7046 Woodside Hills Drive
6372	Potter Jr., Roy	2625 South 8 th Street

CITY CLERK

Consent.

II

UPDATED
R. O. No. 73 - 18 - 19. By CITY CLERK. July 16, 2018.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2184	Lutheran High Crusader Club	3323 University Drive - One day event to be held August 4 at the school gymnasium to include beer and wine.
3148	Mayor's International Committee	828 Center Avenue Suite 301 - One day event to be held July 28 at City Green - corner of New York Avenue and N. 7 th Street to include beer and wine.
3082	Ranieri's Pool Team	811 Indiana Avenue - One day event to be held 08/04/18 to include east and west parking lot including beer and wine.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
7203	Ader, John A.	1159 W. Washington Ave., Cleveland
0460	Brulla, Sharon L.	2225 N. 15 th Street
4253	Najacht, Jaime L.	129 Chippewa Dr., Sheboygan Falls
9614	Stielow, Dustin K.	1103 Superior Avenue
9167	Walecka, Georgann C.	1811 S. 12 th Street
7971	Walecka, Mark J.	1811 S. 12 th Street

II

R. O. No. _____ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a communication from Lakeshore Natural Resource Partnership regarding Lake Michigan Day on August 10, 2018.

Consent

CITY CLERK

July 2, 2018

Dear municipal leader:

We invite you to join us on Friday, August 10th at the Wisconsin Maritime Museum in Manitowoc as we celebrate Lake Michigan and the dedicated people who protect and champion its waters every day.

Lake Michigan Day is our annual event for recognizing people, programs, community groups and businesses that go the extra step to protect and restore Wisconsin's Lake Michigan basin and our quality of life. Each year we meet to network, share water stories, hear one or two brief talks on issues important to stakeholders, and honor our Champions of Conservation winners for outstanding achievement related to restoring, protecting or promoting the lake. This year's will be our 5th annual Great Lakes Day.



This year's Champions of Conservation include: UW-Manitowoc instructors Dr. Rebecca Abler and Dr. Rick Hein who formed the Lakeshore Water Institute, the Lower Fox Demonstration Farms Network, MillerCoors, and State Rep. Joel Kitchens and Manitowoc Mayor Justin Nickels. All are being recognized for innovative projects and outstanding promotion of sustainable practices on or near Lake Michigan.

Our keynote speakers are Blue Accounting's Tawny Mata, who will discuss Blue Accounting's innovative approach to measuring the effectiveness of restoration and sustainability efforts, and Dylan Waldhuetter of the Alliance for Water Stewardship. He will talk about the successful implementation of the International Water Stewardship Standards (IWSS) to measure water quality. We will also hear from Steve Galarneau, the DNR's director of the Office of Great Waters, who will talk about successful GRLI funded projects throughout Wisconsin.

The \$20 registration fee includes the program, a catered lunch, and an afternoon social hour on the Maritime Museum's rooftop bar, the Sub-Pub. Pre-registration is needed by **July 27**. For more information and to register, go to: lakemichiganstakeholders.org

We hope you can join us!

Jim Kettler, Executive Director
Lakeshore Natural Resource Partnership

II

R. O. No. _____ - 18 - 19. By CITY ATTORNEY. July 16, 2018.

Submitting, as a matter of record, the original Easement (mini-storm sewer) dated June 5, 2018 between the City of Sheboygan and Kristopher J. Mylius and Rachel M. Mylius regarding 826 North 27th Street, executed in accordance with Res. No. 14-18-19, which has been recorded in the Sheboygan County Register of Deeds Office.

Consent.

City Attorney

EASEMENT

THIS INDENTURE, made this 5th day of June, 2018, by a married couple Kristopher J. Mylius and Rachel M. Mylius residing at 826 N. 27th street, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";



8 4 5 3 3 4 5
Tx:4153004

2057861

**SHEBOYGAN COUNTY, WI
RECORDED ON**

06/11/2018 01:24 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 2

Return To:

City Attorney

828 Center Avenue, Suite 304

Sheboygan WI 53081-4442

59281-211530

Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north 8' of the east 80' of the following described property:

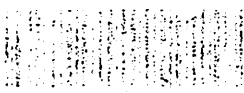
Rickmeier's Subdivision Lot 5, Block 2, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 27th day of April, 2018.



1. STATE OF TEXAS
 COUNTY OF ...
 I, ... of the County of ... State of ... do hereby certify that ...
 is the true and correct copy of the ... as the same appears from the records of the ...

WITNESSED MY HAND AND SEAL OF OFFICE

THIS 17th DAY OF FEBRUARY 2002

ATTEST:

Notary Public in and for the State of Texas

and her/his commission expires

on the 17th day of February 2002

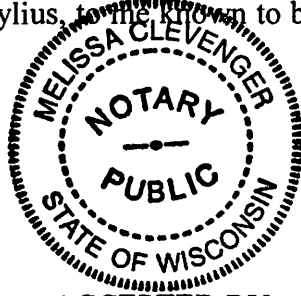
Notary Public in and for the State of Texas

Kristopher J. Mylius
Kristopher J. Mylius
(Sign in the presence of a Notary Public)

Rachel M. Mylius
Rachel M. Mylius
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 27 day of April, 2018, Kristopher J. Mylius and Rachel M. Mylius, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa Clevenger
Melissa Clevenger
Notary Public-Sheboygan County
My commission expires July 24, 2021

ACCEPTED BY: CITY OF SHEBOYGAN

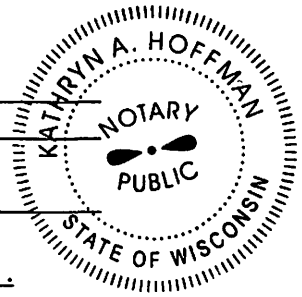
BY: Michael Vandersteen
Michael Vandersteen
Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5th day of June, 2018, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

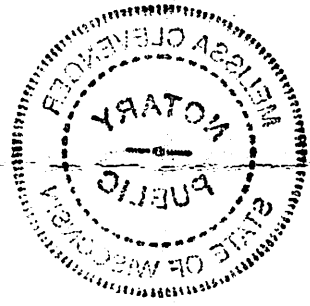
Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-22



Acceptance is authorized by and in accordance with Res. No. 14-18-19.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454



VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 16, 2018.

Your Committee to whom was referred R. O. No. 33-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020; recommends to deny Beverage Operator License application #2176 (Josh R. Harrington) based upon his record of violations related to the licensed activity, his history as a repeat law offender, and his failure to cooperate with staff for the committee.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 33- 18 - 19. By CITY CLERK. May 21, 2018.

Submitting various license applications for the period ending, December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020.

City Clerk

SIDEWALK CAFÉ (April 14, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 th Street

CIGARETTE/TOBACCO (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3043	SR Tobacco	2529 S. Business Drive
2895	Superior Discount Liquor	823 S. 8 th Street

CHANGE OF PREMISE (Permanent)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts Center	608 New York Avenue-Permanent change of premise to include John Michael Kohler Arts Center Building, excluding the ArtSpace (shop), to include the gardens, and the Artcafe Terrace.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts Center	608 New York Avenue - Events for 2018 - 6/21, 6/28, 7/5, 7/12, 7/21-7/22, 7/26, 8/2, 8/9, 8/16, 8/23 to include N. 7 th Street, N. 6 th Street, New York Avenue, Wisconsin Avenue, John Michael Kohler Arts Center Parking lot, Sculpture Garden, and City Green.
3257	J & R Bar N Grill	1823 N. 12 th Street - One day event June 16' 2018 to include the South side of Building (Parking Lot.)

AHPS.
 5-30-18
 Hold # 2606 (Ctgo)
 # 2152 (Ctgo)
 # 2176 (Harrington)
 # 2162 (Sundance)
 # 2186 (Castro)
 # 2172 (Sanchez)
 6-13-18
 Hold # 2176 (Harrington)
 Deny # 2186 (Castro)
 Deny # 2172 (Sanchez)
 6-27-18
 Hold (2176)
 Harrington
 7-11-18
 Deny

2840 4th Street Tap

520 N. 4th Street - One day event June 30, 2018 to include the parking lot From building facing North side yard on N. Franklin Street.

1040 Brennans

1101 Michigan Avenue - One day event July 29, 2018 to include west and south Parking lot in current premise Description.

"CLASS B" BEER LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3328	Jovada's Place	1210 Michigan Avenue

"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

3304	Rocky Rococo	3740 S. Taylor Drive
1328	Sheboygan Athletic Club	2338 New Jersey Avenue
3312	Toys Thai Laos 1	1229 N. 8 th Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

3254	Bookworm Gardens	1415 Campus Drive
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"CLASS B" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2967	Big Daddys Pub & Grill	2123 N. 15 th Street
3160	Bomallies	2427 Calumet Drive
1040	Brennans On Michigan	1101 Michigan Avenue
1833	Champs Sports Bar	1501 Indiana Avenue
3092	CJ's Shipwrecked	902 Indiana Avenue
3150	Craft 30	1015 S. 10 th Street
1511	Dennys Bar	2140 Calumet Drive
2121	El Camino	823 Michigan Avenue
1516	Emmers	906 S. 15 th Street
3136	Franks Place	3023 N. 15 th Street
1799	George Michaels 1	513 N. 8 th Street
1892	Gosse's At Northwestern House	1909 Union Avenue
2386	Harmony Bar1	1336 Niagara Avenue
2192	Harry's Diner	2504 Calumet Drive
3250	Jakes Roundabout Steakhouse	4604 S. Business Drive
3257	J & R Bar & Grill	1823 N. 12 th Street
3333	Kohler Co.	Tax Key #'s: 59030458110, 59030458050, 59030258160, 59030458180, 59030458170, 59030458190, 59030458200
3086	Las Brisas	1129 S. 8 th Street
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue
2685	Lino Ristorante Italiano	422 South Pier Drive

1226 Meyers Lakeview Pub	550 Wilson Avenue
3217 Parker Johns BBQ & Pizza	705 Riverfront Drive
1252 Peteks Tavern	2702 S. 8 th Street
2272 PJ's Party Zone	910 N. 18 th Street
1303 Rupps Downtown	925 N. 8 th Street
1925 Screammers	2201 N. 15 th Street
1345 Sheboygan Outboard Club	732 N. Water Street
1346 Sheboygan Pine Club (Club)	1716 Geele Avenue
3198 Skiper Inn	808 Broadway
3162 Sundance Saloon	1509 S. 12 th Street
3186 Suscha Bar	1054 Pennsylvania Avenue
2020 Terrys	1028 Lincoln Avenue
2245 Thai Café Restaurant	1227 N. 14 th Street
2566 That Place On 8 th 1	1432 S. 8 th Street
1752 The End Zone	904 Indiana Avenue
2193 The Kaddyshack	1502 S. 13 th Street
1420 VFW Post 9156	552 S. Evans Street
2100 Whats Up	1635 Michigan Avenue

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2706	Fayes Pizza	1821 Calumet Drive
3235	Harvest Cafe	502 S. 8 th Street
3107	Luz De Luna	920 Michigan Avenue
3022	Paradigm	1202 N. 8 th Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

CLASS "C" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2706	Fayes Pizza	1821 Calumet Drive
3235	Harvest Cafe	502 S. 8 th Street
3107	Luz De Luna	920 Michigan Avenue
3022	Paradigm	1202 N. 8 th Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

CLASS "A" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 th Street
3147	CVS Pharmacy #10549	1108 N. 14 th Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2920	Kwik Trip #873	625 S. Taylor Drive
2763	Kwik Trip #897	2033 North Avenue
3171	Minit Mart #2	2235 North Avenue

3172 Minit Mart #3	2420 Calumet Drive
3173 Minit Mart #4	3715 Washington Avenue
3175 Minit Mart #6	1230 N. Taylor Drive
3176 Minit Mart #7	1211 Weeden Creek Road
3169 Minit Mart #8	1006 Geele Avenue
2631 North 8 Oriental Store	2002 N. 8 th Street
1253 Petro Center #1	1208 Union Avenue
1254 Petro Center #4	2113 S. Business Drive
2374 Save-A-Lot/Pet Supplies Plus	1817 N. 8 th Street
3189 Shopko #116	518 S. Taylor Drive

CLASS "A" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12 th Street
2765	Jakes Liquor 1	2019 S. Business Drive
3132	Pick 'N Save #6432	1317 N. 25 th Street
2820	Superior Discount Liquors	823 S. 8 th Street
2702	Tietzs Piggly Wiggly #331	2905 N. 15 th Street
3214	Tietz's Piggly Wiggly #332	3124 S. Business Drive

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8017	Anderson, Randolph C.	1941 N. 35 th Street, Manitowoc
0900	Blair, Loretta M.	1626A N. 9 th Street
1015	Busch, Jeffrey M.	428 Saint Clair Avenue #4
2184	Caldwell, KJ	3608 N. 20 th Place
2176	Harrington, Josh R.	1118A Saint Clair Avenue
2189	Hernandez, Vicki L.	6917 Rex Lane, Sarasota, Florida
2191	Klima, Elizabeth J.	101 Madison Avenue, Cascade
2188	Klinzing, Caleb R.	2419 N. 11 th Street
5472	Kulow, Mary A.	1540 Sibley Court
2171	Mejia, Sandra J.	2309 N. 11 th Street
0894	Metz, Lisa Ann	1011 S. 10 th Street
2182	Olmsted, Gabrielle L.	1005 Green Acres Drive, Sheb. Falls
2173	Perez, Vanessa M.	5230 Pine Court
2185	Senkbeil, Faith A.	4040 N. 29 th Street
2175	Sippel, Brian M.	1305 S. 22 nd Street

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6743	Apel, Jay R.	1601 N. 8 th Street #C
1384	Aschenbach, Marc R.	817 Z Court
7164	Bath, Sherry A.	2509 N. 28 th Street
8079	Batres, Edgar D.	2313 Hillshire Drive
6455	Behnke, Barbara J.	1006 N. 16 th Street

1325 Born, Christy L.	2326 S. 11 th Street
7570 Coronado, Juan D.	712 N. 25 th Street
2938 Dean, Lisa Y.	1427 S. 16 th Street
1340 Dessart, Emmie M.	710 Buffalo Street, Sheb. Falls
8026 Dickert, Allen R.	621 Alabama Avenue
1476 Dowe, Jennifer C.	917 St. James Court
8384 Fischer, Cindy L.	826 North Evans Street
1559 Gabrish, Patricia M.	903 Page Court
1269 Gamez, Donna L.	2013 Cooper Avenue
8582 Gilman, Lindsay M.	214 Second Street, Sheb. Falls
4026 Graf, James J.	607 Sommer Drive
3679 Hajenga, Gail J.	2606 S. 7 th Street
8201 Hemenway, Kenneth R.	1408 N. 28 th Street
2872 Hendrikse, Larry A.	1416 Logan Avenue
7950 Hoffmann, Eileen B.	710 Whitcomb Avenue
1522 Holler, Kristi L.	3115 Whistling Court
1314 Johnston, Kristen D.	1608A N. 11 th Street
7791 Kalista, Jodi L.	2007 Calumet Drive
5633 Kempf, Shireen A.	916 Mayflower Avenue Apt. 4
7872 Kinyon, Kirt D. (Club)	724 N. 15 th Street
1649 Knaak, William A.	1342 Winter Court
6614 Koerner, Mystie C.	1531 N. 5 th Street
9393 Kohlhagen, Justin J.	N4296 County Road I, Sheb. Falls
8881 Krahn, Nicole M.	1133 Pershing Avenue
2620 Krueger, Janet L.	2126 S. 14 th Street
8607 Malson, Joshua J.	2113 N. 20 th Street
8964 Mayer-Sills, Theresa	1617 S. 13 th Street
3376 Methfessel, Terrence J.	3004 S. 18 th Street
3365 Meyer, Wendy K.	1209 Humboldt Avenue
1491 Mondragon, Cassandra A.	1309 Pennsylvania Apt. D
0506 Munro, Ian E.	1015 Elm Street, Cleveland
1303 Nack, Cheryl L. (Club)	4414 Tara Lane
1236 Nichols, Tonia M.	1709 Superior Avenue
1609 Nottling, Greg W.	3320 N. 13 th Street
2352 Orvis, Parmalee	1821 S. 12 th Street
3731 Reinke, Steven G.	2228 S. 8 th Street
8612 Repphun, Peter	2109 Broadway Avenue
9709 Scheibl, Stacy J.	3742 Enterprise Drive
6368 Schmidt, Tiffany L.	1622 N. 25 th Street
6444 Schmidtke, James B.	N6137 Center Avenue, Sheb. Falls
1441 Staaben, Jeffrey P.	1339 Carl Avenue
8315 Stewart, Brittany E.	1602 Superior Avenue
9834 Suemnicht, Joy L.	417 N. Stafford Street, Plymouth
8960 Voelker, Kathleen M.	2112 Elm Avenue
4283 Webb, Sandra L.	1911 S. 14 th Street
8663 Whitcomb, Stacy L.	2425 N. 10 th Street
8959 Wilson, Michelle R.	1643 Weeden Creek Road
3502 Wolff, Richard A.	1622 N. 25 th Street
1620 Wunrow, Douglas V.	1622 S. 8 th Street
8028 Ziegelbauer, Robert J. (Club)	N8540 Lakeshore Road
2355 Ziegler, Jan M.	1312 Kentucky Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2186	Castro, Richard A.	611 S. 15 th Street
2172	Sanchez, Victoria M.	922 N. 15 th Street, Manitowoc



R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 16, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 59-18-19 by the City Clerk submitting various license applications for the period ending December 31, 2018, June 30, 2019, and June 30, 2020; recommends denying Beverage Operator License application #2250 (Jenny L. Dahlke) based upon her ineligibility for a beverage operator's license, her record of violations related to the licensed activity, her history as a repeat law offender, and her failure to cooperate with staff for the committee.

Consent

_____ Committee

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

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

III

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. July 16, 2018.

Your Commission to whom was referred R. O. No. 63-18-19 by City Clerk submitting a communication from Steven Westphal requesting an encroachment into the 5th Street right-of-way; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 10, 2018, and after due consideration, recommends approval of the R. O.

Consent.

CITY PLAN COMMISSION

II

R. O. No. 63 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting a communication from Steve Westphal requesting an encroachment into the 5th Street right-of-way.

City Plan

CITY CLERK

JUN 20 '18 PM 2:36

June 20, 2018

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

**RE: Request for Encroachment of 5th Street Right of Way – Retaining Wall
922 N 5th Street**

Dear Members of the Common Council:

Over the past year, my partner and I have spent many hours rehabbing our residence located at 922 N 5th Street. It has been an honor restoring one of the City's historic structures (carriage houses).

As part of the landscaping improvements, we are planning on having a short retaining wall installed along the north side of the property. Due to the slope of the hill being retained, we would like to extend the wall slightly into the 5th Street Right of Way (to the existing city sidewalk). This will allow the wall to have a short return thereby improving the wall's strength and integrity. The proposed encroachment would extend approximately three feet from the property line, with a total encroached area less than 14 square feet.

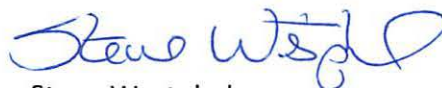
The retaining wall will have a maximum height of 36 inches. However, the wall will be staggered lower as it approaches the city side walk. The expectation is for the wall to be approximately 24-30 inches in the encroached area.

In working with the City's Engineering Department, we have included the following exhibits:

Exhibits A-1 and A-2 (survey maps)
Exhibit B (legal description of encroachment)

Thank you in advance for your consideration and attention to this matter.

Sincerely,



Steve Westphal

EXHIBIT A-2

ENCROACHMENT MAP

FOR RETAINING WALL

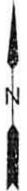
(Benefiting parcel known as 922 N. 5th Street, Sheboygan, WI)

PART OF THE NORTH 5TH STREET RIGHT OF WAY ADJACENT TO PART OF LOT 1, BLOCK 103, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST.

LEGEND:

- 1' IRON PIPE FOUND
- ← SAWED ARROW SET

BEARINGS ARE REFERENCED TO THE WEST LINE OF 5TH STREET WHICH BEARS: ASSIGNED: SOUTH



Line Table

- L1 four (4) feet
- L2 three (3) feet, four (4) inches
- L3 four (4) feet
- L4 three (3) feet, four (4) inches

Lines not shown to scale

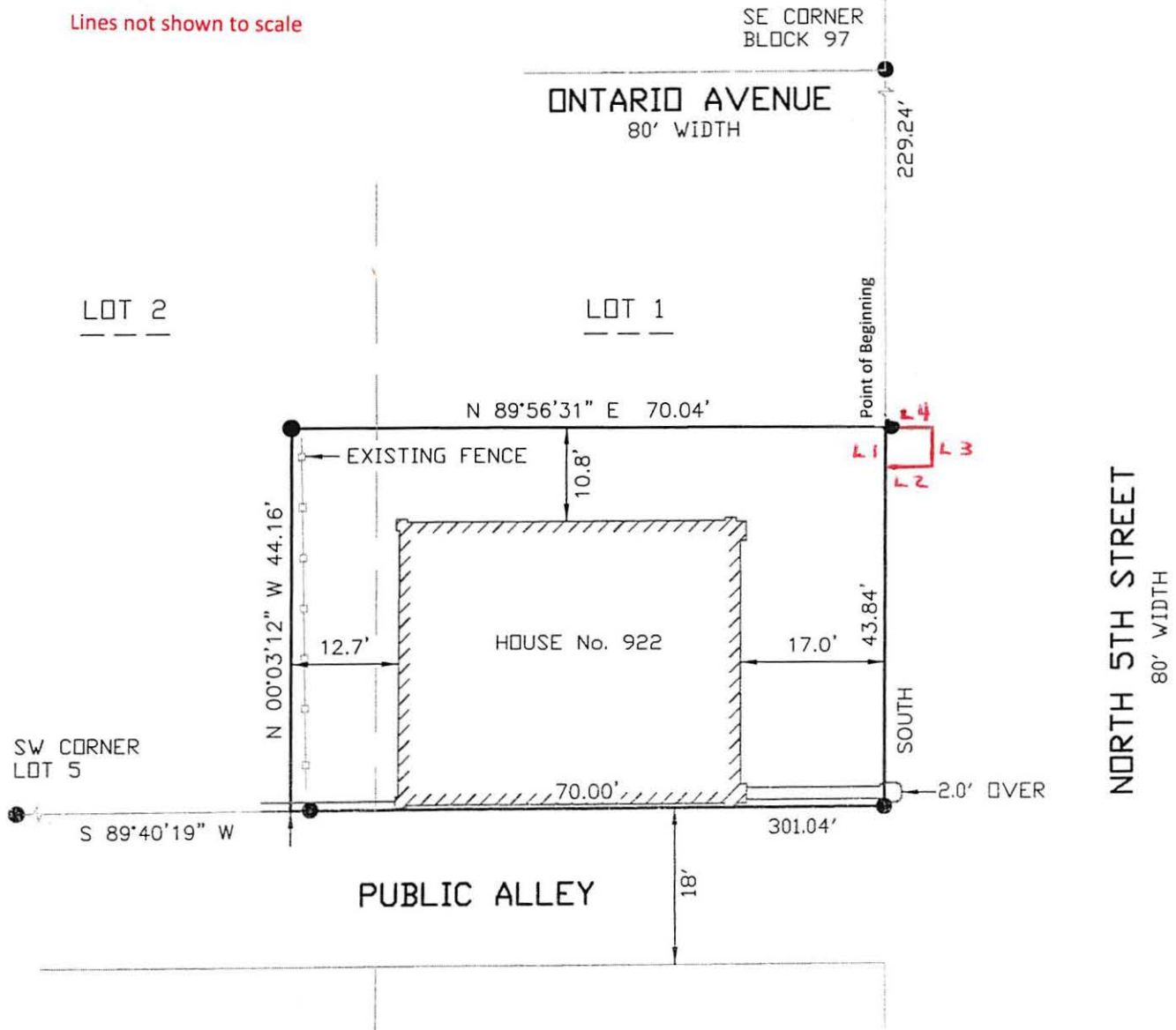


EXHIBIT B
ENCROACHMENT DESCRIPTION

FOR RETAINING WALL

(Benefiting parcel known as 922 N. 5th Street, Sheboygan, WI)

PART OF THE NORTH 5TH STREET RIGHT OF WAY ADJACENT TO PART OF LOT 1, BLOCK 103,
ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, LOCATED IN THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST.

Commencing at the SE corner of Block 97 in the Northeast 1/4 of said Section 23, thence South along the West Right of Way line of said North 5th Street (hereafter referred to as "West Right of Way line") a distance of 229.24 feet to the Point of Beginning for this description:

Thence South along the West Right of Way line a distance of four (4) feet *(shown on map as L1)*;

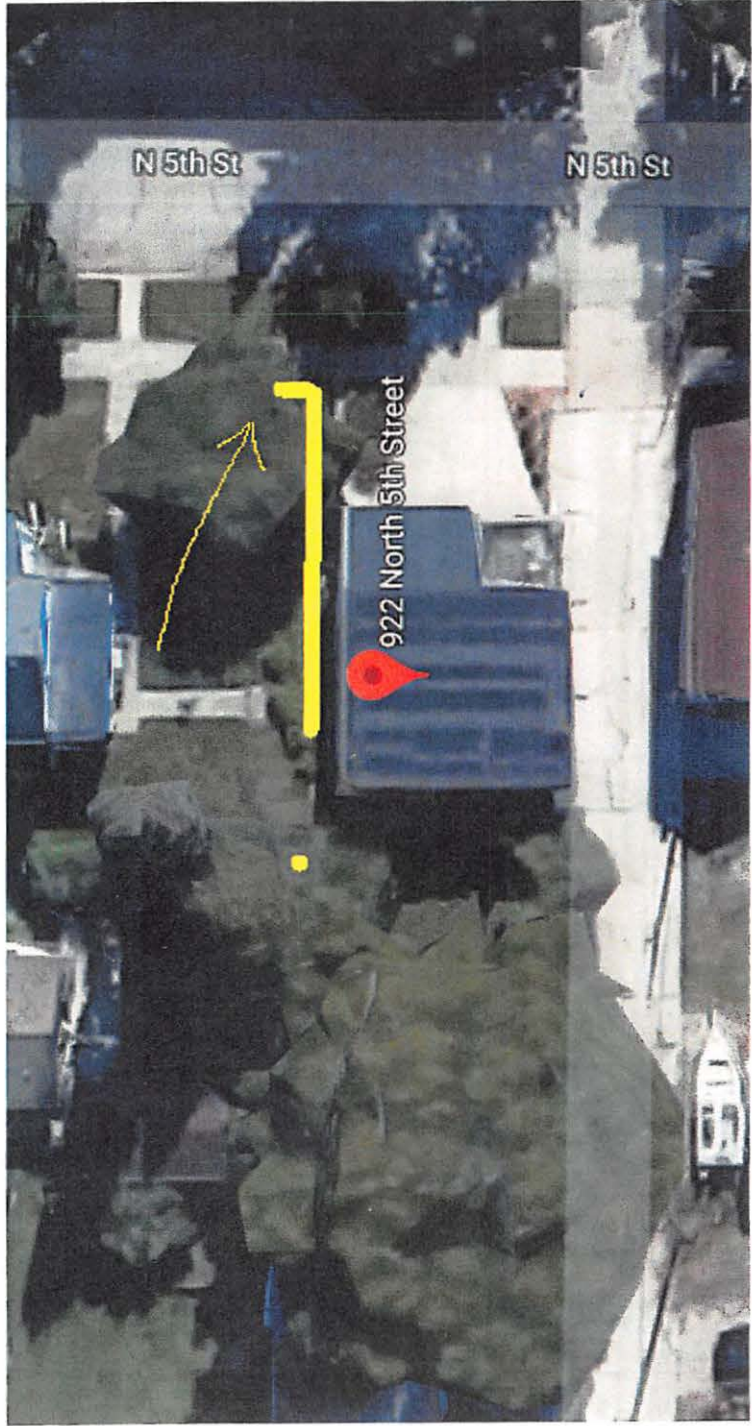
Thence East along a line perpendicular to the West Right of Way line a distance of three (3) feet, four (4) inches, which then abuts an existing sidewalk located within the right of way *(shown on map as L2)*;

Thence North along a line a distance of four (4) feet that is parallel to the West Right of Way line and immediately adjacent to the existing sidewalk *(shown on map as L3)*;

Thence West along a line perpendicular to the West Right of Way line a distance of three (3) feet, four (4) inches, to the Point of Beginning *(shown on map as L4)*.

The above described land contains .0003060 acres (13.33 square feet) of land, more or less.

End of description.



II

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. July 16, 2018.

Your Commission to whom was referred R. O. No. 64-18-19 by City Clerk submitting a Certified Survey Map (Middle section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for Stahl Road and South Taylor Drive between Stahl Road and SouthPointe Drive as shown on the attached map; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 10, 2018, and after due consideration, recommends approval of the R. O.

Consent

CITY PLAN COMMISSION

II

R. O. No. 64 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting a Certified Survey Map (middle section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for Stahl Road and South Taylor Drive between Stahl Road and SouthPointe Drive as shown on the attached map.

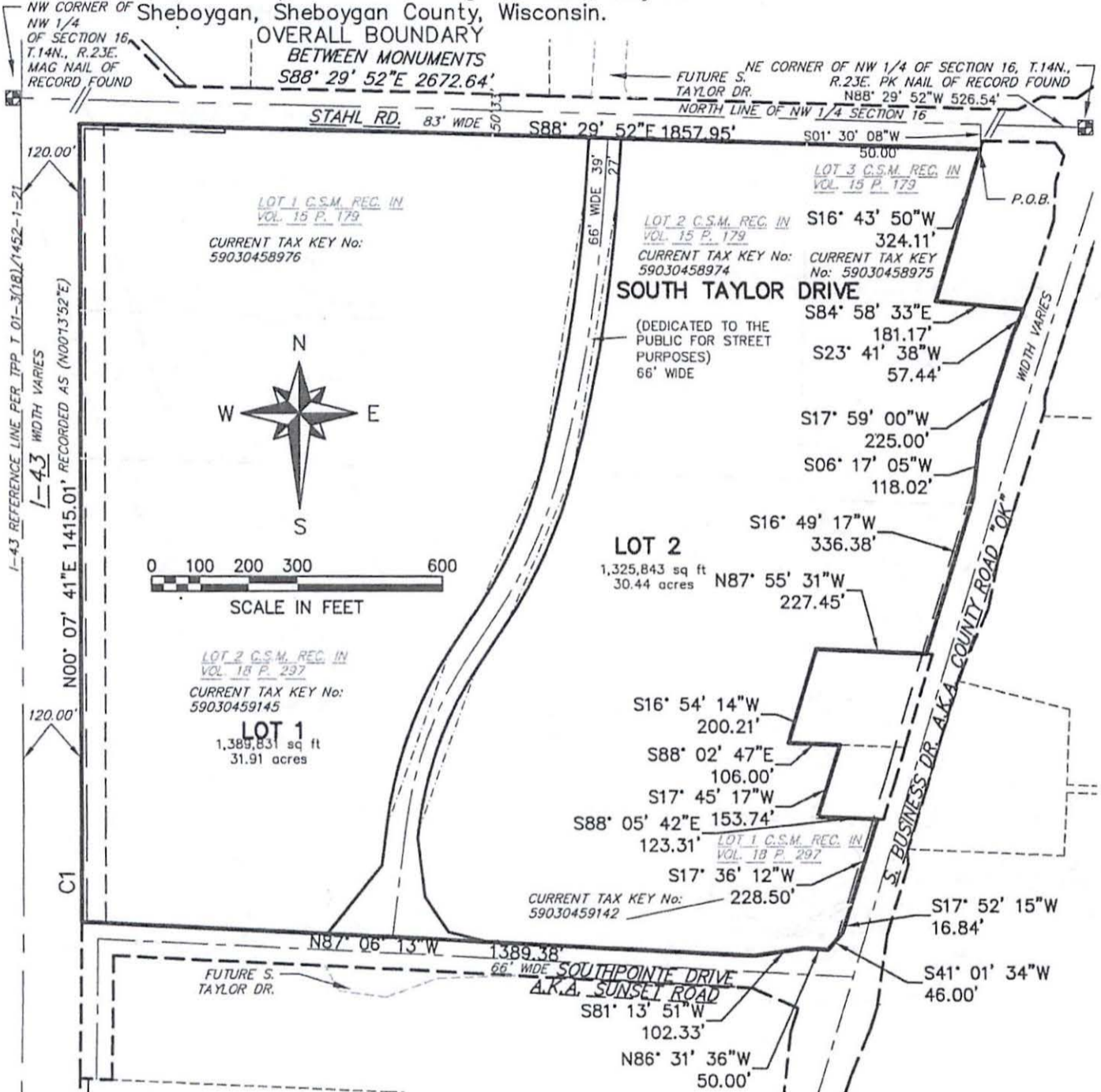
City Plan

CITY CLERK

Middle
CSM

CERTIFIED SURVEY MAP -

Being Lots 1, 2, and part of Lot 3 of C.S.M. recorded in Volume 15 Page 179, and Lot 1, and part of Lot 2 of C.S.M. recorded in Volume 18 Page 297, all located in parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



NOTES:

1. BEARINGS ON THIS C.S.M REFLECT THE SHEBOYGAN COUNTY GRID. THE NORTH LINE OF THE NW 1/4 OF SEC. 16, T.14N., R.23. IS ASSUMED TO BEAR S88°29'52"E.
2. INTERIOR LOT CORNERS ARE SET 0.12' O.D. IRON PIPE, 18" LONG, WEIGHING 1.13# PER LIN. FT.
3. SEE SHEETS 2-5 FOR LOT DETAILS.
4. SEE SHEET 6 FOR EASEMENT AND RESERVATION DETAIL.
5. TOTAL DEDICATED RIGHT-OF-WAY = 128,335 SF +/-
6. TOTAL CSM AREA = 2,844,005 SF +/-
7. NO ACCESS WILL BE ALLOWED TO I-43



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

OWNER/SUBDIVIDER:

City of Sheboygan
828 Center Ave. #100
Sheboygan, WI 53081

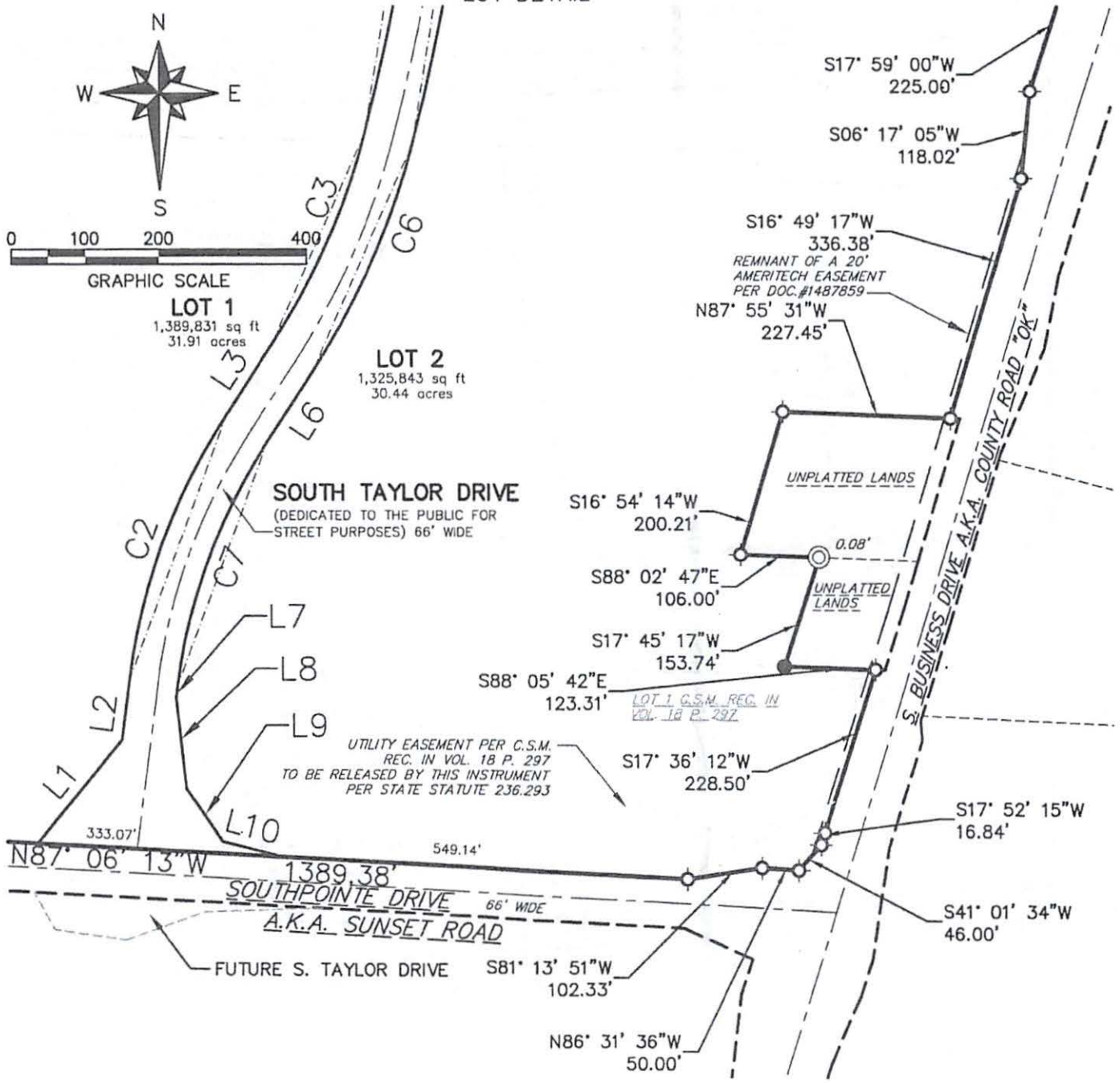
PREPARED BY:

Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188
262-542-5733

CERTIFIED SURVEY MAP - _____

Being Lots 1, 2, and part of Lot 3 of C.S.M. recorded in Volume 15 Page 179, and Lot 1, and part of Lot 2 of C.S.M. recorded in Volume 18 Page 297, all located in parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

LOT DETAIL



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 0.12' O.D. IRON PIPE UNLESS OTHERWISE NOTED
- FOUND 3/4" ϕ IRON ROD
- SET 0.12' O.D. IRON PIPE
- 18" LONG WEIGHING 1.13# PER LIN. FT.



Chris Ruetten

Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018

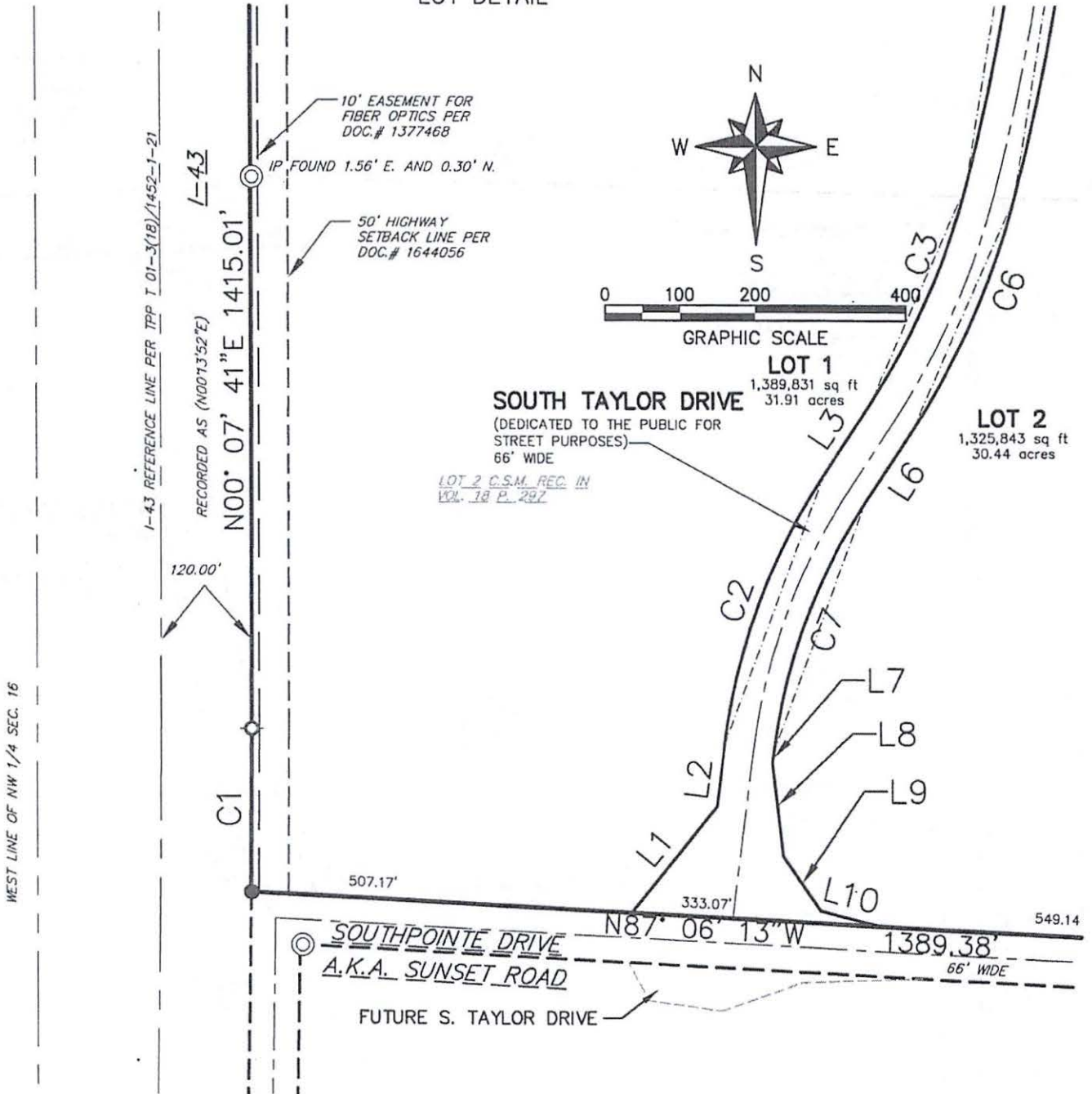


THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

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LOT DETAIL



Chris Ruetten

SURVEY LEGEND

- ☐ PUBLIC LAND CORNER AS NOTED
- ⊙ FOUND 0.12' O.D. IRON PIPE UNLESS OTHERWISE NOTED
- FOUND 3/4" Ø IRON ROD
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Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018

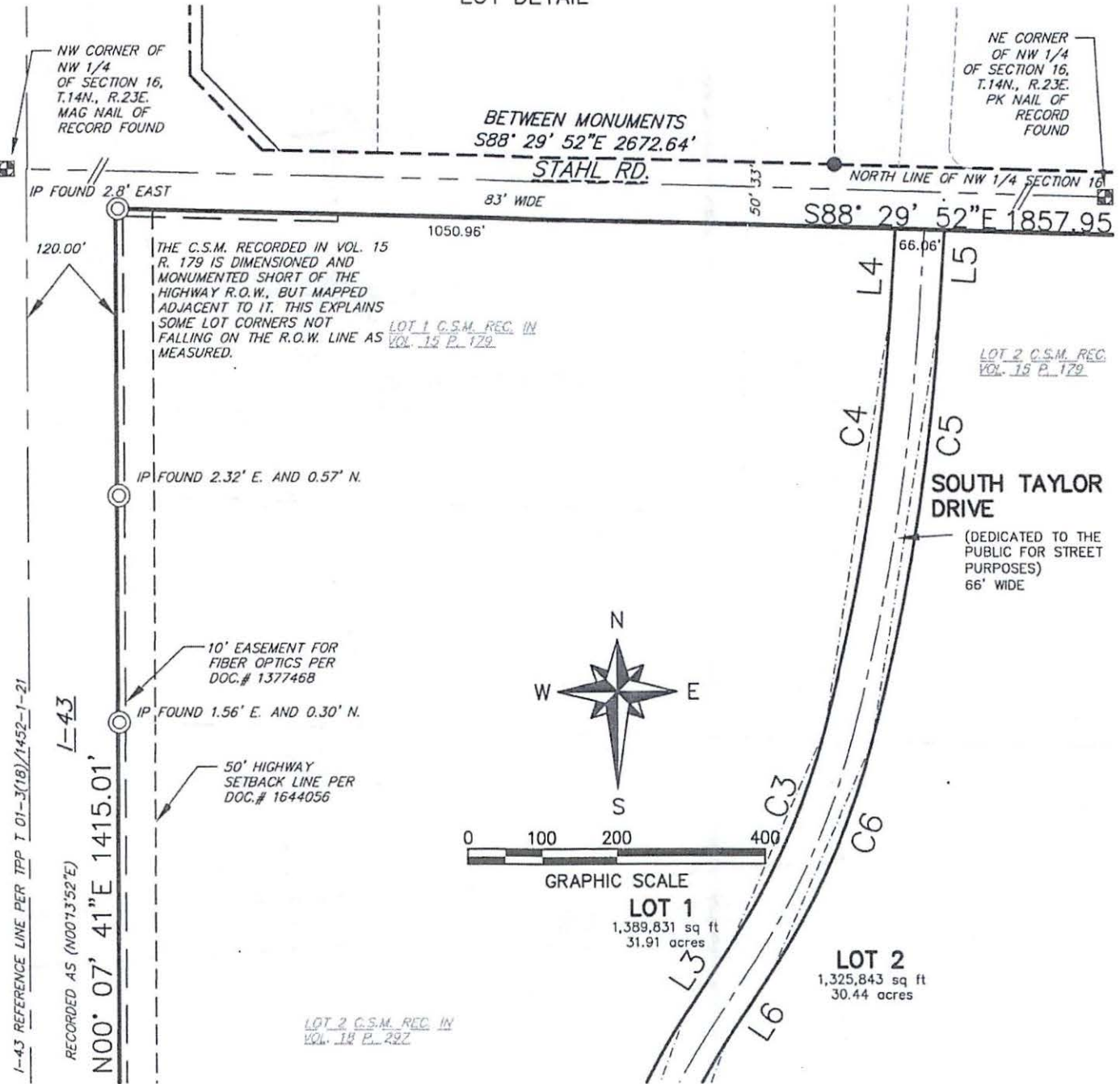


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CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP -

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LOT DETAIL



SURVEY LEGEND

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- FOUND 3/4" Ø IRON ROD
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Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018

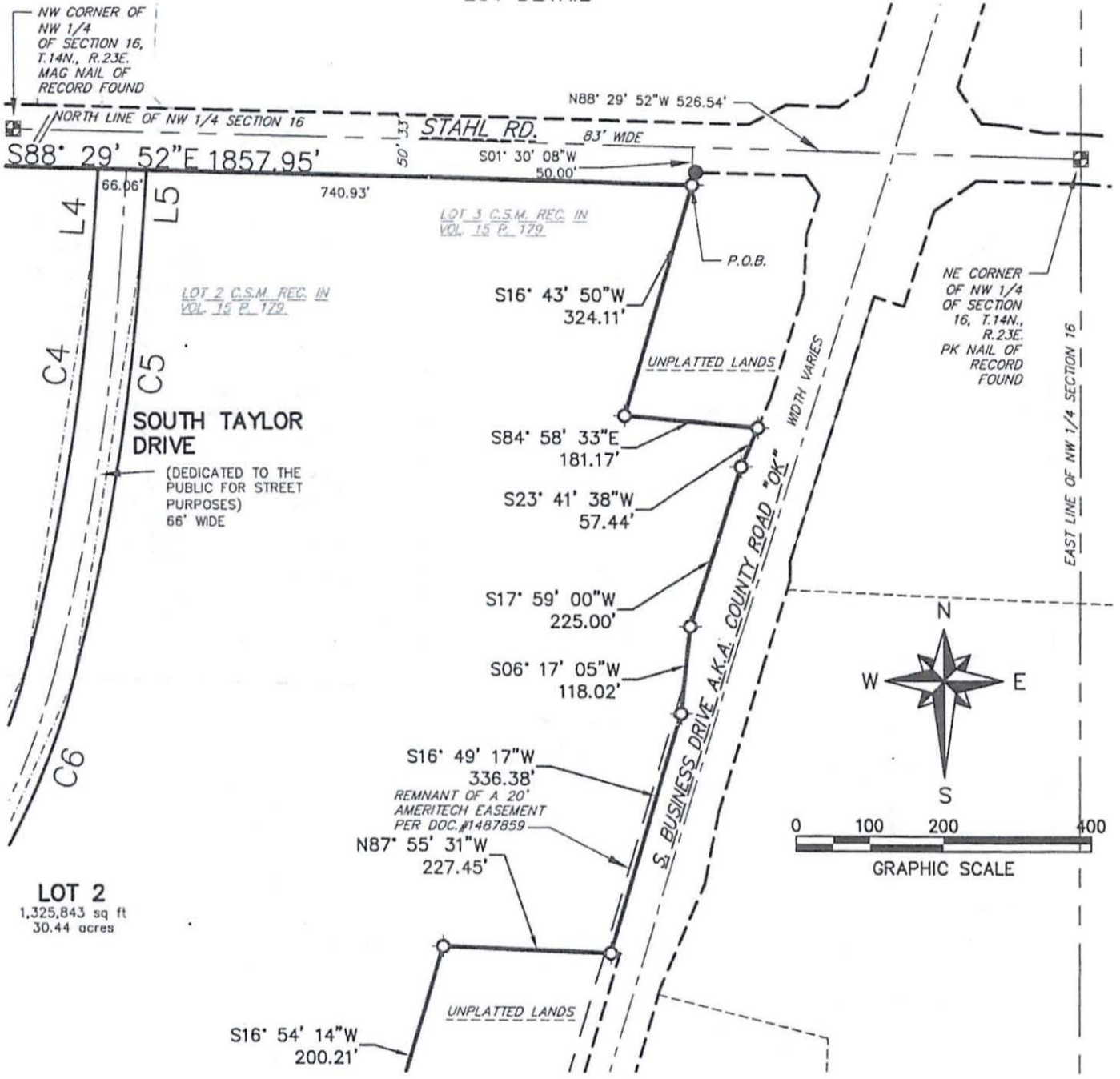


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CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP -

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LOT DETAIL



LOT 2
1,325,843 sq ft
30.44 acres

SURVEY LEGEND

- ☒ PUBLIC LAND CORNER AS NOTED
- ⊙ FOUND 0.12' O.D. IRON PIPE UNLESS OTHERWISE NOTED
- FOUND 3/4" Ø IRON ROD
- ⊕ SET 0.12' O.D. IRON PIPE 18" LONG WEIGHING 1.13# PER LIN. FT.



Chris Ruetten

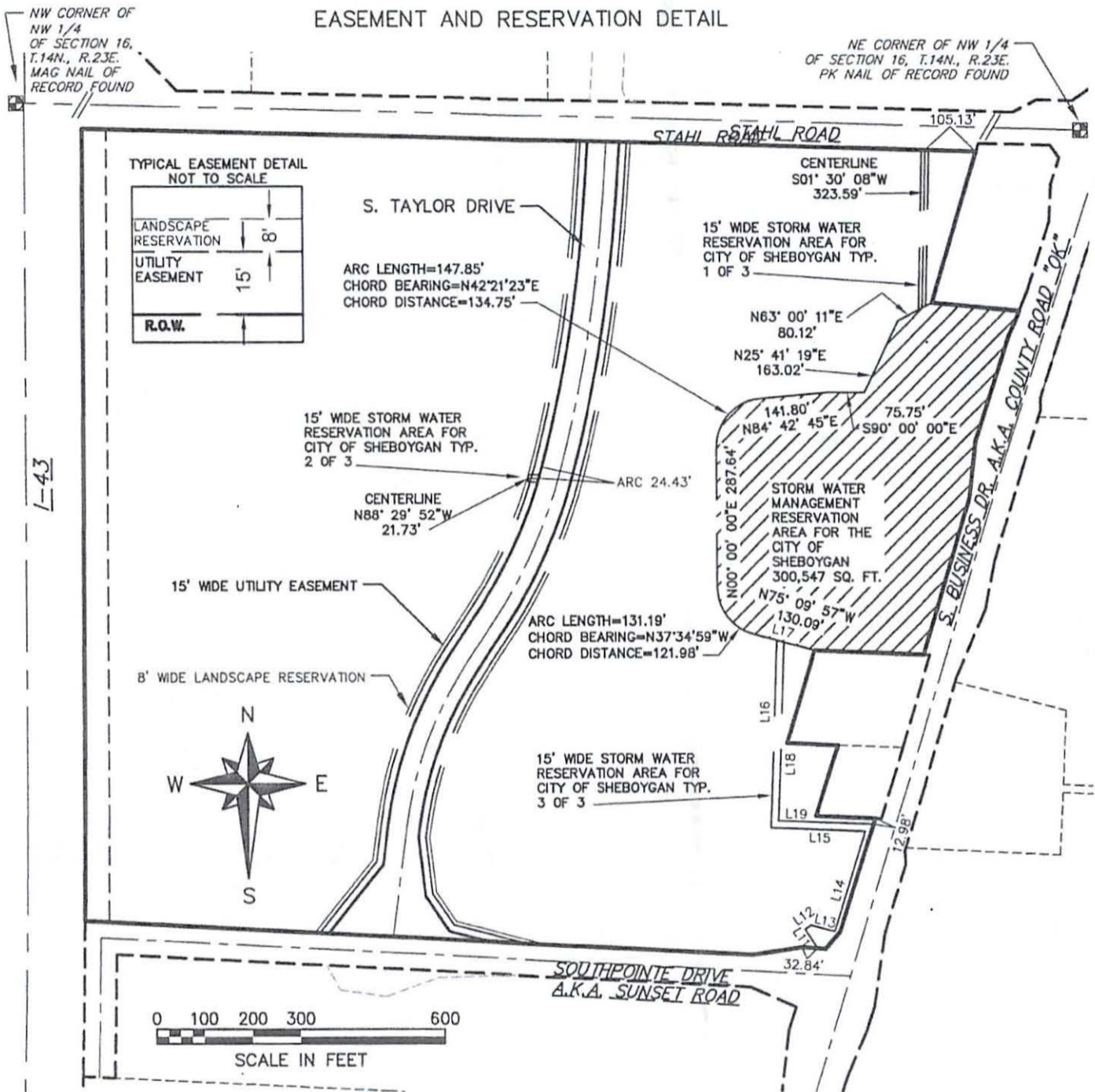
Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018



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CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP -

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- EASEMENT AND RESERVATION NOTES:**
1. THE CITY OF SHEBOYGAN DEDICATES A 15 FOOT WIDE STRIP OF LAND, ADJACENT TO THE RIGHT-OF-WAY FOR SOUTH TAYLOR DRIVE, AS DEPICTED ON THIS SHEET, TO THE UTILITY COMPANIES THAT DISTRIBUTE NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV, FIBER OPTICS, AND OTHER FORMS OF COMMUNICATION FOR THE CONSTRUCTION AND MAINTENANCE OF THEIR FACILITIES.
 2. THE CITY OF SHEBOYGAN RESERVES A 8 FOOT WIDE STRIP OF LAND, ADJACENT TO ABOVE MENTIONED 15 FOOT WIDE UTILITY EASEMENT AS DEPICTED ON THIS SHEET, FOR LANDSCAPING PURPOSES, AND WILL BE CONVEYED BY EASEMENT UPON THE SALE OF SAID LAND.
 3. THE CITY OF SHEBOYGAN RESERVES THE STORM WATER MANAGEMENT AREAS AS DEPICTED ON THIS SHEET, AND WILL BE CONVEYED BY EASEMENT UPON THE SALE OF SAID LANDS.



Chris Ruetten

Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being Lots 1, 2, and part of Lot 3 of C.S.M. recorded in Volume 15 Page 179, and Lot 1, and part of Lot 2 of C.S.M. recorded in Volume 18 Page 297, all located in parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

CURVE TABLE								
CURVE #	RADIUS	DELTA	CHORD	CHORD BRG.	ARC	TANGENT	TANGENT BRG. IN	TANGENT BRG. OUT
C1	23,038.31'	00°31'58"	214.21'	N00° 23' 40"E	214.21'	107.11'	N00° 39' 39"E	N00° 07' 41"E
C1 rec. as	22,981.28'	00°24'54"	166.51'	N00° 26' 19"E	166.51'			
C2	838.96'	26°12'13"	380.35'	N20° 27' 54"E	383.69'	195.26'	N07° 21' 48"E	N33° 33' 59"E
C3	961.00'	18°45'05"	313.11'	N24° 11' 26"E	314.51'	158.67'	N33° 33' 59"E	N14° 48' 54"E
C4	2,988.00'	10°51'47"	565.67'	N09° 23' 00"E	566.52'	284.11'	N14° 48' 54"E	N03° 57' 07"E
C5	3,054.00'	10°51'47"	578.17'	S09° 23' 00"W	579.03'	290.39'	S03° 57' 07"W	S14° 48' 54"W
C6	1,027.00'	18°45'05"	334.61'	S24° 11' 26"W	336.11'	169.57'	S14° 48' 54"W	S33° 33' 59"W
C7	772.96'	26°12'13"	350.43'	S20° 27' 54"W	353.51'	179.90'	S33° 33' 59"W	S07° 21' 48"W

Line Table		
Line #	Length	Direction
L1	180.78'	N39° 09' 35"E
L2	81.95'	N07° 21' 48"E
L3	113.70'	N33° 33' 59"E
L4	111.30'	N03° 57' 07"E
L5	114.12'	S03° 57' 07"W
L6	113.70'	S33° 33' 59"W
L7	16.14'	S07° 21' 48"W
L8	122.63'	S06° 34' 12"E
L9	86.80'	S34° 24' 28"E
L10	84.02'	S75° 58' 12"E

Line Table		
Line #	Length	Direction
L11	46.94'	N33° 48' 51"W
L12	15.00'	N56° 11' 09"E
L13	52.09'	S76° 09' 17"E
L14	233.66'	N17° 17' 00"E
L15	195.60'	N88° 05' 42"W
L16	386.94'	N02° 04' 28"E
L17	15.38'	S75° 09' 57"E
L18	368.50'	S02° 04' 28"W
L19	196.79'	S88° 05' 42"E



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



www.ruekertmielke.com

THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being Lots 1, 2, and part of Lot 3 of C.S.M. recorded in Volume 15 Page 179, and Lot 1, and part of Lot 2 of C.S.M. recorded in Volume 18 Page 297, all located in parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } SS

I, Chris Ruetten, Ruekert & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the City of Sheboygan, that I have surveyed, divided and mapped lands being Lots 1, 2, and part of Lot 3 of C.S.M. recorded in Volume 15 Page 179, and Lot 1, and part of Lot 2 of C.S.M. recorded in Volume 18 Page 297, all located in parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows:

Commencing at Northeast corner of the aforesaid Northwest 1/4 of Section 16; thence N88°29'52"W along the North line of said Northwest 1/4 of Section 16, of distance of 526.54 feet; thence S01°30'08"W a distance of 50.00 feet to the South line of Stahl Road and the POINT OF BEGINNING; thence S16°43'50"W, along the Easterly line of Lot 3 of C.S.M recorded in Vol. 15 P. 179, a distance of 324.11 feet; thence S84°58'33"E along the Southerly line of said lands, a distance of 181.17 feet to the West line of County Road OK, and along said West line for the next 4 courses; thence S23°41'38"W a distance of 57.44 feet; thence S17°59'00"W, a distance of 225.00 feet; thence S06°17'05"W, a distance of 118.02 feet; thence S16°49'17"W, a distance of 336.38 feet; thence N87°55'31"W, along a Southerly line of Lot 2 C.S.M. recorded in Vol. 18 P. 297, a distance of 227.45 feet; thence S16°54'14"W, along an Easterly line of said Lot 2, a distance of 200.21 feet; thence S88°02'47"E, along a Northerly line of said Lot 2, a distance of 106.00 feet; thence S17°45'17"W, along an Easterly line of said Lot 2, a distance of 153.74 feet; thence S88°05'42"E, along the Northerly line of Lot 1 C.S.M. recorded in Vol. 18 P. 297, a distance of 123.31 feet to the West line of County Road OK, and along said West line for the next 3 courses; thence S17°36'12"W, a distance of 228.50 feet; thence S17°52'15"W, a distance of 16.84 feet; thence S41°01'34"W, a distance of 46.00 feet to the North line of SouthPointe Drive, and along said North line for the next 3 courses; thence N86°31'36"W, a distance of 50.00 feet; thence S81°13'51"W, a distance of 102.33 feet; thence N87°06'13"W, a distance of 1,389.38 feet to the East line of Interstate 43; thence along said East line and an arc of curve to the left, with a chord bearing N00°23'40"E for a distance of 214.21 feet, having a radius of 23,038.31 feet, having a delta of 00°31'58", and an arc length of 214.21 feet; thence N00°07'41"E, along said East line, a distance of 1,415.01 feet to the South line of Stahl Road; thence S88°29'52"E, along the South line of Stahl Road, a distance of 1,857.95 feet to the POINT OF BEGINNING. Containing 65.29 acres (2,844,009 Sq. Ft.) more or less of land. Subject to covenants, conditions, restrictions and easements of record.

That I have made this survey, land division and map by the direction of The City of Sheboygan, Owner(s) of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Sheboygan ordinances in surveying, dividing and mapping of same.



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being Lots 1, 2, and part of Lot 3 of C.S.M. recorded in Volume 15 Page 179, and Lot 1, and part of Lot 2 of C.S.M. recorded in Volume 18 Page 297, all located in parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

MUNICIPAL OWNER'S CERTIFICATE

The CITY OF SHEBOYGAN, a Wisconsin municipal corporation created and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented hereon. The City of Sheboygan, does further certify that this Certified Survey Map is required by S.236.34 of the State Statutes to be submitted to the City of Sheboygan, and the Sheboygan Plan Commission for approval or objection:

IN WITNESS WHEREOF the said CITY OF SHEBOYGAN, has caused these presents to be signed by Michael J. Vandersteen, its Mayor, and Meredith DeBruin, its clerk, at Sheboygan Wisconsin, and its company seal to be hereunto affixed on this ___ day of _____, 2018.

City of Sheboygan

By: Michael J Vandersteen, Mayor, City of Sheboygan

By: Meredith DeBruin, Clerk, City of Sheboygan

The execution of this Certified Survey Map by the city of Sheboygan is authorized by Resolution Enactment Number _____, adopted by the Common Council of the City of Sheboygan on the ___ day of _____, 2018.

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS
Personally came before me this ___ day of _____, 2018, the above named Michael Vandersteen and Meredith DeBruin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires/is Permanent: _____

CITY OF SHEBOYGAN PLAN COMMISSION CERTIFICATE

This Certified Survey Map is hereby approved for recording by the Sheboygan Plan Commission.
Dated this ___ day of _____, 2018.

Signed: _____
Michael J. Vandersteen, Chairman, City of Sheboygan Plan Commission

Signed: _____
Steve Sokolowski, Secretary, City of Sheboygan Plan Commission

CITY OF SHEBOYGAN COMMON COUNCIL CERTIFICATE

Resolved that this Certified Survey Map located in the City of Sheboygan was hereby approved by the Common Council of the City of Sheboygan by R.O. Number _____, adopted on the ___ day of _____, 2018; that said R.O. provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Sheboygan for public use.

Dated this ___ day of _____, 2018

Signed: _____
Michael J Vandersteen, Mayor, City of Sheboygan, Sheboygan County, Wisconsin

Signed: _____
Meredith DeBruin, Clerk, City of Sheboygan, Sheboygan County, Wisconsin

EASEMENT RELEASE

The City of Sheboygan, as owner, and by having the right of enforcement, do hereby release the Utility Easement shown on this instrument, and as shown on Lot 1 of C.S.M. recorded in Volume 18, Page 297, as allowed pursuant to State Statute 236.293.

Signed: _____
City of Sheboygan

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS
Personally came before me this ___ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires/is Permanent: _____



Chris Ruetten

Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

II

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. July 16, 2018.

Your Commission to whom was referred R. O. No. 65-18-19 by City Clerk submitting a Certified Survey Map (Northern section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for Horizon Drive and South Taylor Drive between Horizon Drive and Stahl Road as shown on the attached map; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 10, 2018, and after due consideration, recommends approval of the R. O.

Consent

CITY PLAN COMMISSION

II

4.5

R. O. No. 65 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting a Certified Survey Map (Northern section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for Horizon Drive and South Taylor Drive between Horizon Drive and Stahl Road as shown on the attached map.

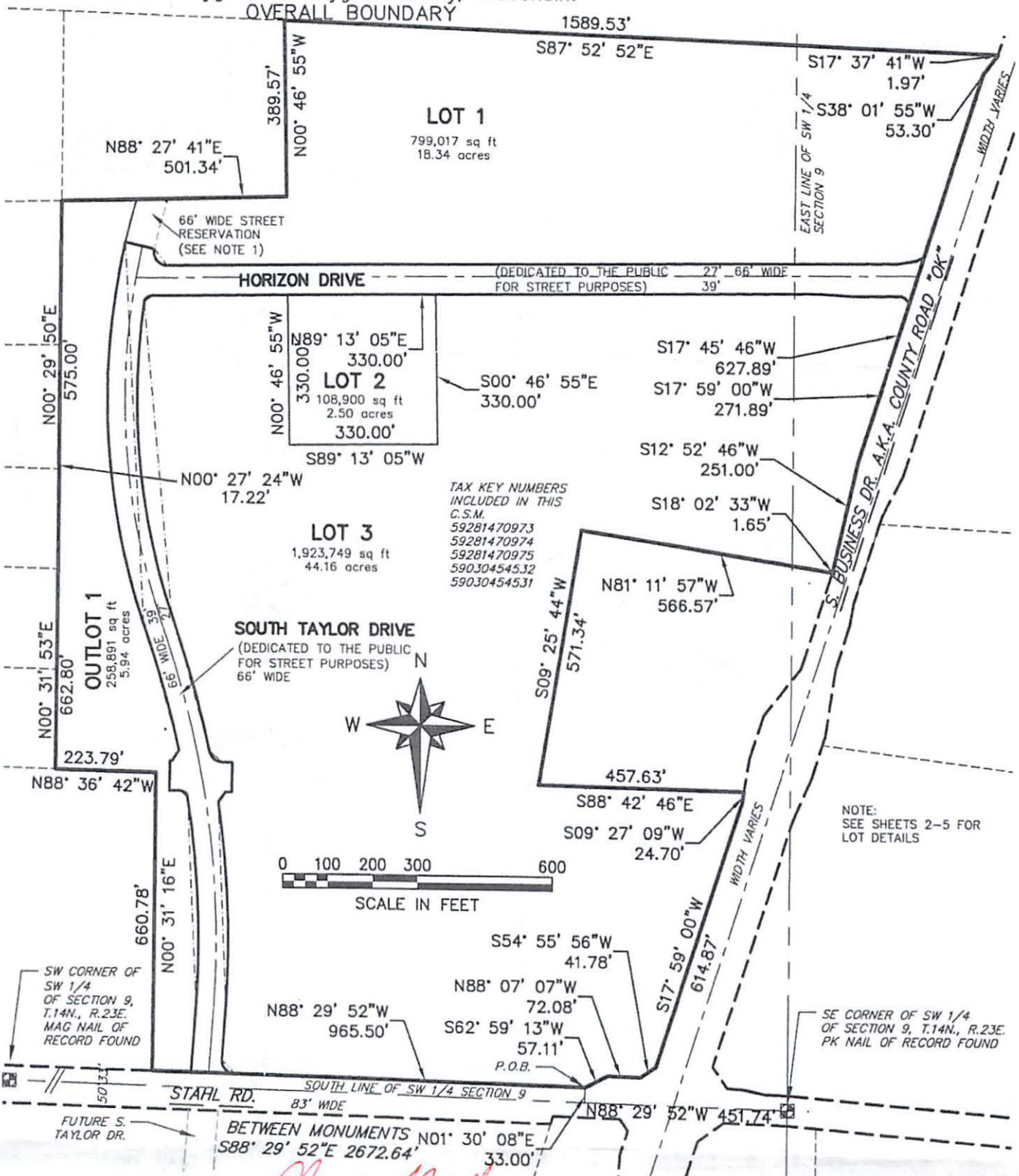
City Plan

CITY CLERK

North
CSM

CERTIFIED SURVEY MAP -

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018

Ruekert • Mielke
www.ruekertmielke.com

THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

OWNER/SUBDIVIDER:

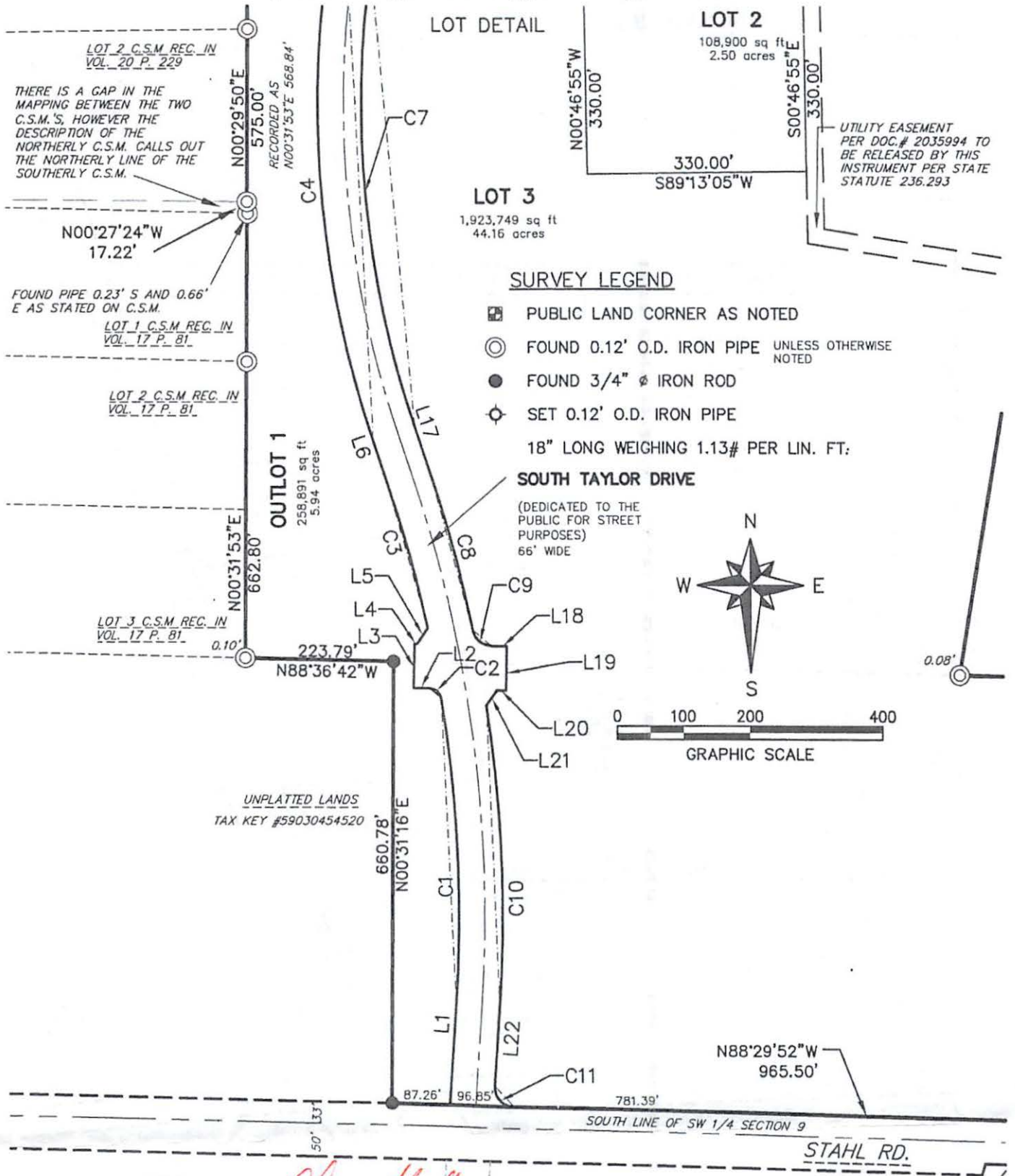
City of Sheboygan
828 Center Ave. #100
Sheboygan, WI 53081

PREPARED BY:

Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188
262-542-5733

CERTIFIED SURVEY MAP -

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



Chris Ruetten

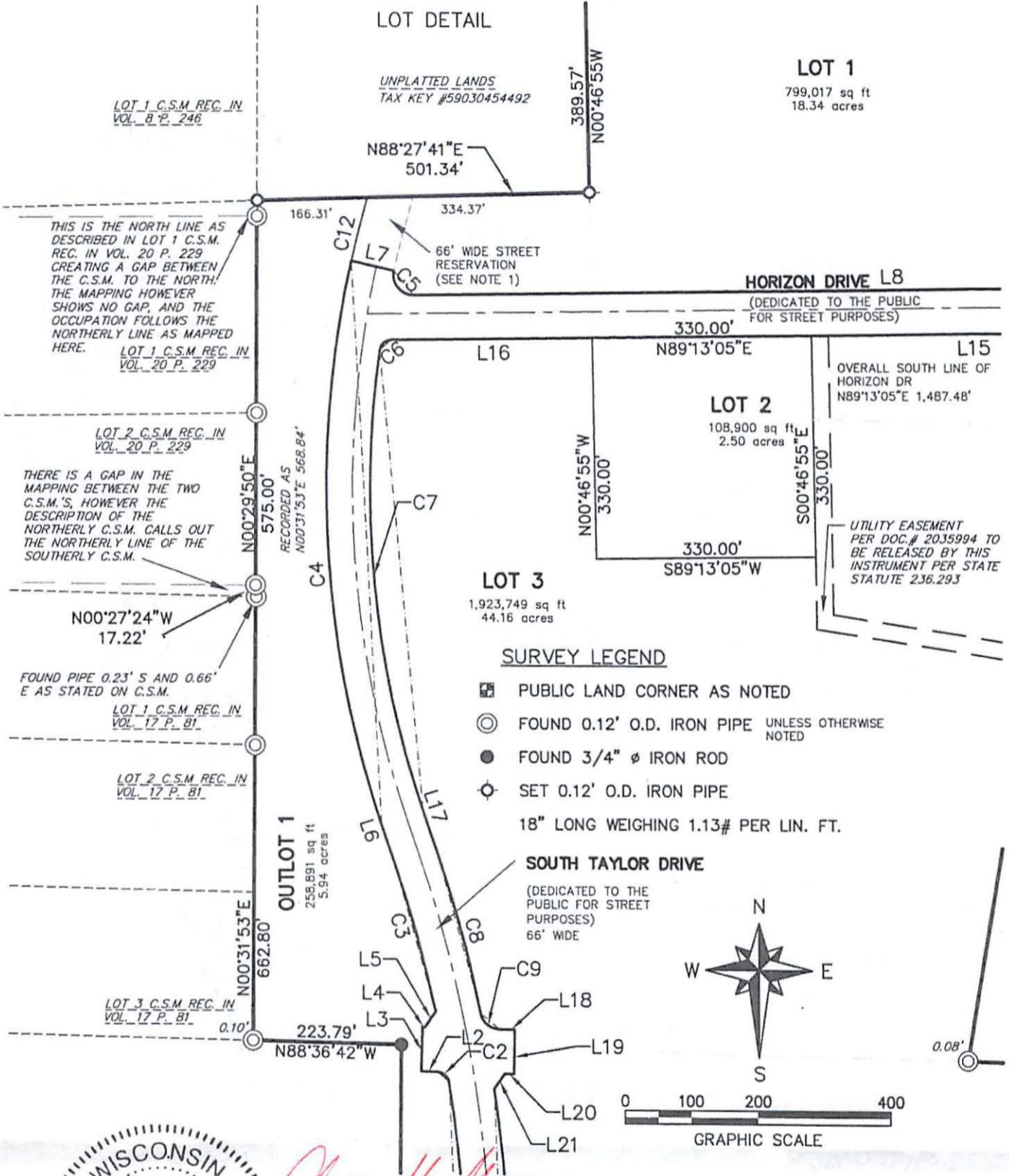
Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018

Ruekert • Mielke
www.ruekertmielke.com

THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP -

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



Chris Ruetten

Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018

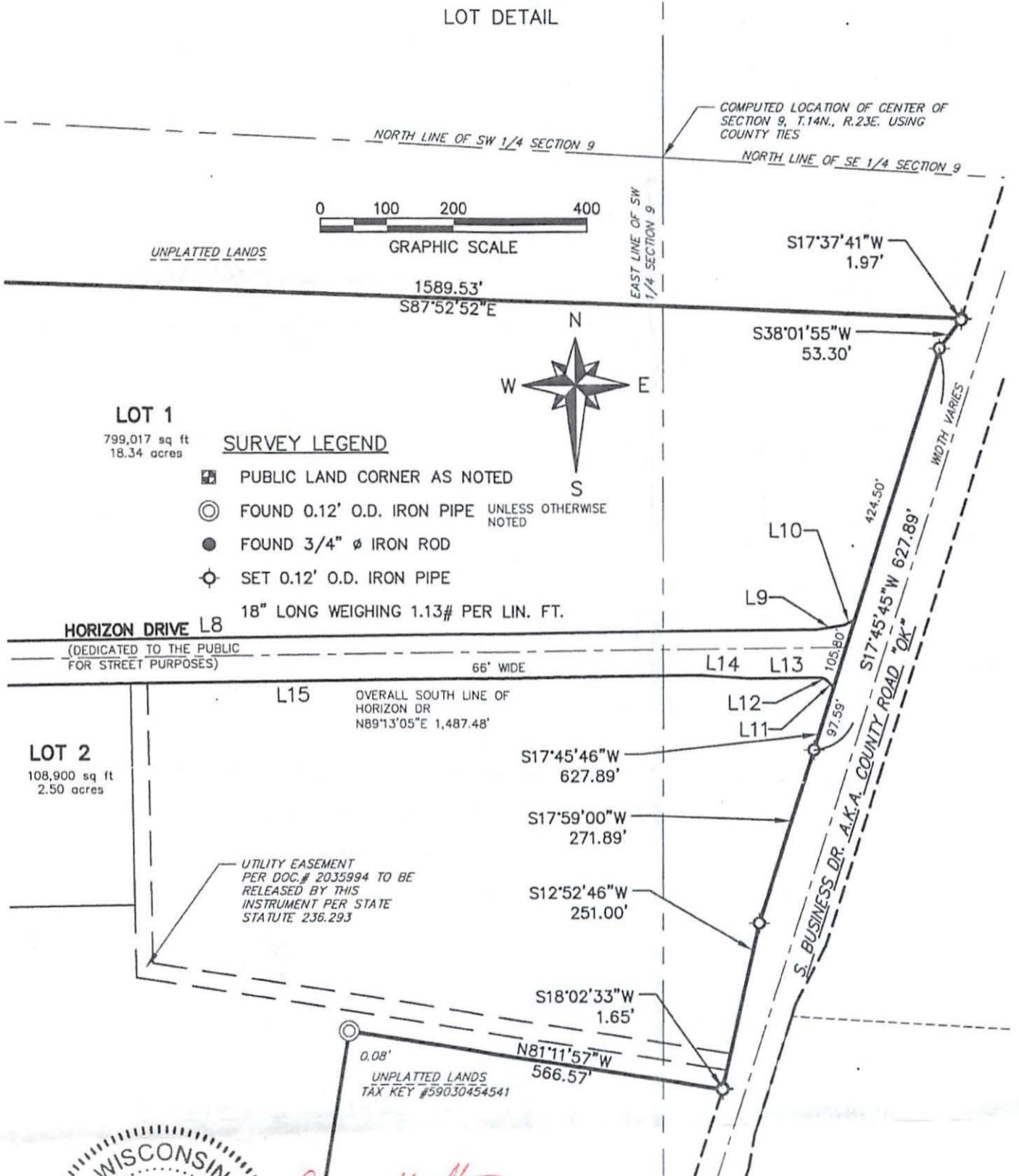
Ruekert • Mielke
www.ruekertmielke.com

THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP -

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

LOT DETAIL



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
 - ⊙ FOUND 0.12' O.D. IRON PIPE UNLESS OTHERWISE NOTED
 - FOUND 3/4" Ø IRON ROD
 - ⊗ SET 0.12' O.D. IRON PIPE
- 18" LONG WEIGHING 1.13# PER LIN. FT.

HORIZON DRIVE L8
(DEDICATED TO THE PUBLIC FOR STREET PURPOSES)

UTILITY EASEMENT PER DOC. # 2035994 TO BE RELEASED BY THIS INSTRUMENT PER STATE STATUTE 236.293



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018

Ruekert·Mielke
www.ruekertmielke.com

THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

LOT DETAIL

LOT 3

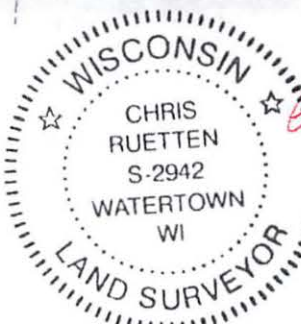
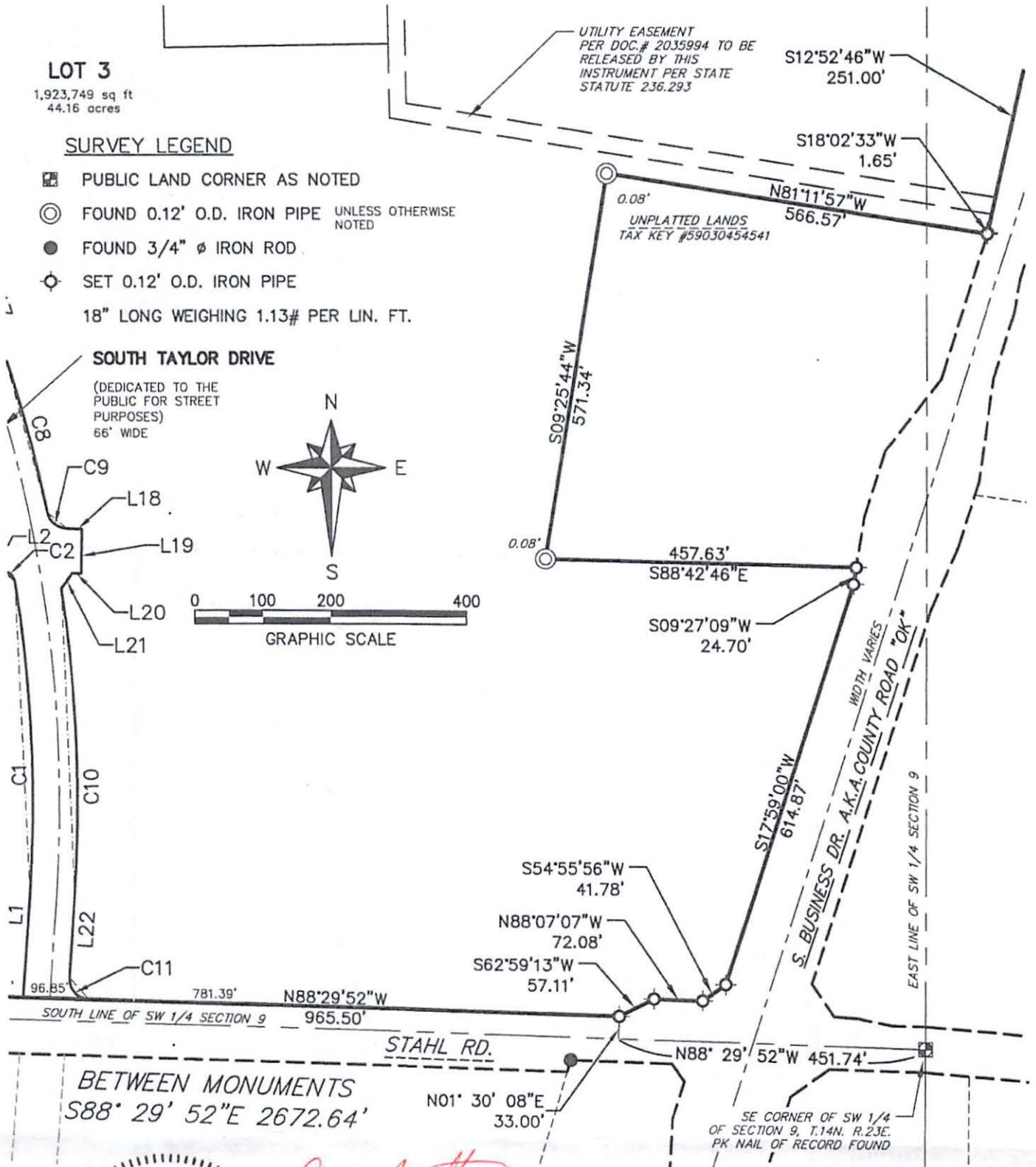
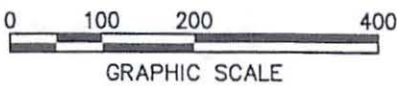
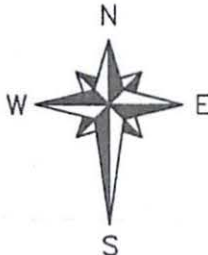
1,923,749 sq ft
44.16 acres

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
 - FOUND 0.12' O.D. IRON PIPE UNLESS OTHERWISE NOTED
 - FOUND 3/4" \varnothing IRON ROD
 - SET 0.12' O.D. IRON PIPE
- 18" LONG WEIGHING 1.13# PER LIN. FT.

SOUTH TAYLOR DRIVE

(DEDICATED TO THE PUBLIC FOR STREET PURPOSES)
66' WIDE



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018

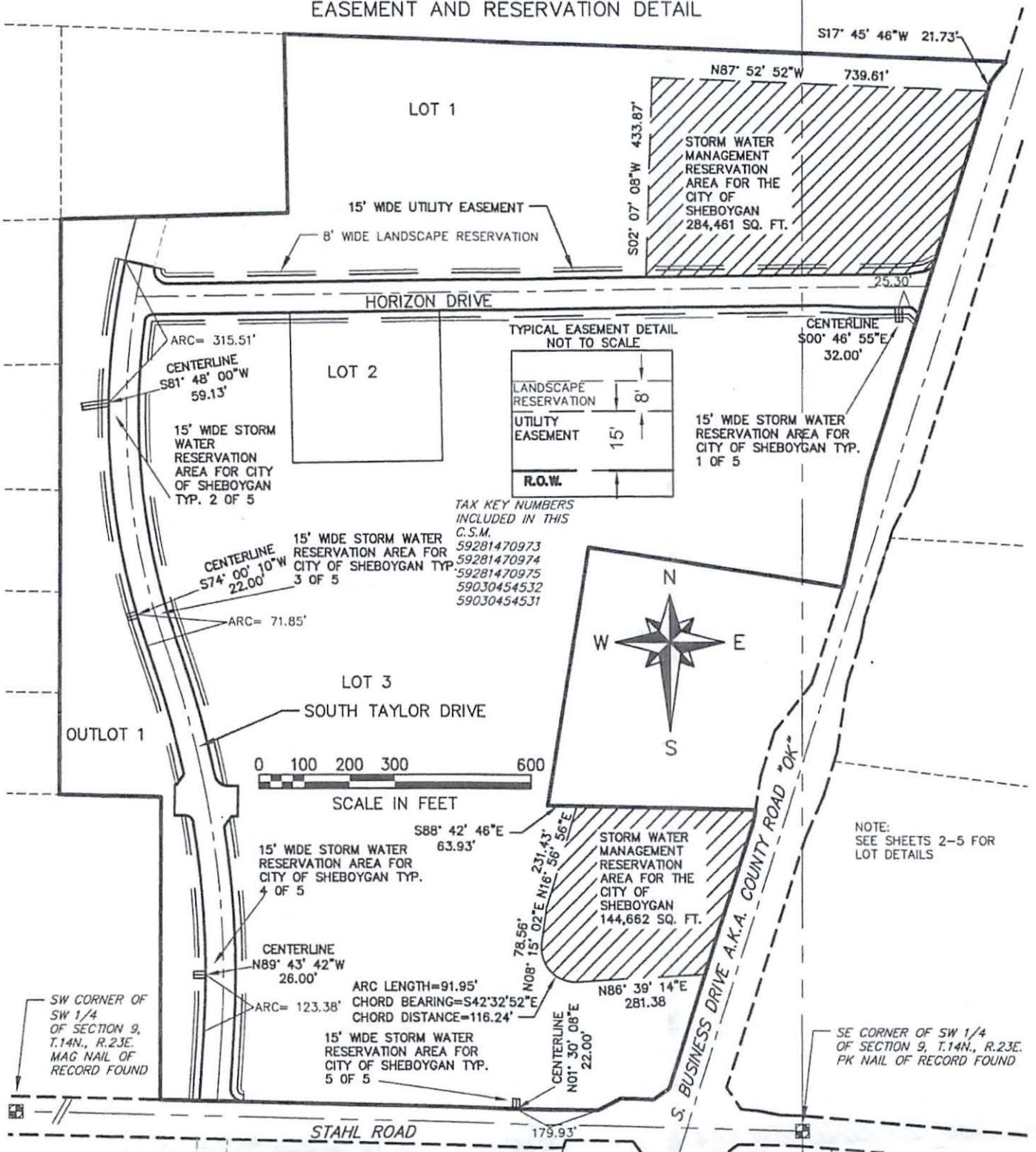


THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP -

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

EASEMENT AND RESERVATION DETAIL



Chris Ruetten

Chris Ruetten, P.L.S. 2942
 Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
 CHECKED BY: TGW (02/23/18)

EASEMENT AND RESERVATION NOTES:
 1. THE CITY OF SHEBOYGAN DEDICATES A 15 FOOT WIDE STRIP OF LAND, ADJACENT TO THE RIGHTS-OF-WAY FOR HORIZON DRIVE, AND SOUTH TAYLOR DRIVE, AS DEPICTED ON THIS SHEET, TO THE UTILITY COMPANIES THAT DISTRIBUTE NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV, FIBER OPTICS, AND OTHER FORMS OF COMMUNICATION FOR THE CONSTRUCTION AND MAINTENANCE OF THEIR FACILITIES.
 2. THE CITY OF SHEBOYGAN RESERVES A 8 FOOT WIDE STRIP OF LAND, ADJACENT TO ABOVE MENTIONED 15 FOOT WIDE UTILITY EASEMENT AS DEPICTED ON THIS SHEET, FOR LANDSCAPING PURPOSES, AND WILL BE CONVEYED BY EASEMENT UPON THE SALE OF SAID LAND.
 3. THE CITY OF SHEBOYGAN RESERVES THE STORM WATER MANAGEMENT AREAS AS DEPICTED ON THIS SHEET, AND WILL BE CONVEYED BY EASEMENT UPON THE SALE OF SAID LANDS.

CERTIFIED SURVEY MAP - _____

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

CURVE TABLE								
CURVE #	RADIUS	DELTA	CHORD	CHORD BRG.	ARC	TANGENT	TANGENT BRG. IN	TANGENT BRG. OUT
C1	2016.00'	13°02'16"	457.76'	N02° 34' 01"W	458.74'	230.37'	N03° 57' 07"E	N09° 05' 09"W
C2	17.50'	79°36'13"	22.40'	N48° 53' 16"W	24.31'	14.58'	N09° 05' 09"W	N88° 41' 22"W
C3	2016.00'	06°32'33"	230.07'	N15° 23' 01"W	230.20'	115.23'	N12° 06' 45"W	N18° 39' 18"W
C4	1549.00'	31°34'27"	842.85'	N02° 52' 04"W	853.61'	437.94'	N18° 39' 18"W	N12° 55' 09"E
C5	29.50'	103°42'04"	46.40'	S38° 55' 53"E	53.39'	37.56'	S12° 55' 09"W	N89° 13' 05"E
C6	17.50'	80°55'13"	22.71'	S48° 45' 29"W	24.72'	14.93'	S89° 13' 05"W	S08° 17' 52"W
C7	1483.00'	26°57'10"	691.21'	S05° 10' 43"E	697.63'	355.39'	S08° 17' 52"W	S18° 39' 18"E
C8	2082.00'	07°00'10"	254.30'	S15° 09' 13"E	254.46'	127.39'	S18° 39' 18"E	S11° 39' 08"E
C9	29.50'	77°02'14"	36.74'	S50° 10' 15"E	39.66'	23.48'	S11° 39' 08"E	S88° 41' 22"E
C10	2082.00'	12°27'57"	452.09'	S02° 16' 52"E	452.98'	227.39'	S08° 30' 51"E	S03° 57' 07"W
C11	29.50'	92°26'59"	42.60'	S42° 16' 23"E	47.60'	30.79'	S03° 57' 07"W	S88° 29' 52"E
C12	1549.00'	03°37'03"	97.79'	S14° 43' 41"W	97.80'	48.92'	S16° 32' 12"W	S12° 55' 09"W

Line Table		
Line #	Length	Direction
L1	151.40'	N03° 57' 07"E
L2	24.13'	N88° 41' 22"W
L3	66.00'	N01° 18' 38"E
L4	4.17'	S88° 41' 22"E
L5	28.28'	N33° 49' 30"E
L6	59.86'	N18° 39' 18"W
L7	66.00'	S77° 04' 51"E
L8	1629.55'	N89° 13' 05"E
L9	40.97'	N80° 18' 47"E
L10	18.07'	N64° 00' 04"E
L11	16.05'	N43° 24' 34"W

Line Table		
Line #	Length	Direction
L12	7.41'	N67° 05' 44"W
L13	107.48'	S89° 13' 05"W
L14	75.20'	N86° 35' 16"W
L15	854.67'	S89° 13' 05"W
L16	302.81'	S89° 13' 05"W
L17	59.86'	S18° 39' 18"E
L18	22.78'	S88° 41' 22"E
L19	66.00'	S01° 18' 38"W
L20	13.35'	N88° 41' 22"W
L21	27.73'	S35° 41' 02"W
L22	117.78'	S03° 57' 07"W

NOTES:

1. THE CITY OF SHEBOYGAN RESERVES THE 66' WIDE AREA DEPICTED ON THIS MAP FOR FUTURE STREET PURPOSES.
2. BEARINGS ON THIS C.S.M REFLECT THE SHEBOYGAN COUNTY GRID. THE SOUTH LINE OF THE SW 1/4 OF SEC. 9, T.14N., R.23. IS ASSUMED TO BEAR N88°29'52"W.
3. INTERIOR LOT CORNERS ARE SET 0.12' O.D. IRON PIPE, 18" LONG, WEIGHING 1.13# PER LIN. FT.
4. TOTAL DEDICATED RIGHT-OF-WAY AREA = 242,726 SF +/-
5. TOTAL CSM AREA = 3,333,268 SF +/-



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } SS

I, Chris Ruetten, Ruetert & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the City of Sheboygan, that I have surveyed, divided and mapped lands being in parts NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4 and the NW 1/4, and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows:

Commencing at Southeast corner of the aforesaid Southwest 1/4 of Section 9; thence N88°29'52"W along the South line of said Southwest 1/4 of Section 9, a distance of 451.74 feet; thence N01°30'08"E a distance of 33.00 feet to the North line of Stahl Road and the POINT OF BEGINNING; thence N88°29'52"W, along the North line of Stahl Road, a distance of 965.50 feet; thence N00°31'16"E, along lands described by Tax Key No. 59030454520, a distance of 660.78 feet; thence N88°36'42"W along the North line of said lands, a distance of 223.79 feet; thence N00°31'53"E along the East line of a CSM recorded in Vol. 17 P. 81, a distance of 662.80 feet; thence N00°27'24"W to an iron pipe on the East line of a CSM recorded in Vol. 20 Page 229, which is a re-division of Lot 2 of a CSM recorded in Vol. 8 Page 246, a distance of 17.22 feet; thence N00°29'50"E along said East line, a distance of 575.00 feet; thence N88°27'41"E, along the South line of lands described by Tax Key No. 59030454492, a distance of 501.34 feet; thence N00°46'55"W, along the East line of said lands, a distance of 389.57 feet; thence S87°52'52"E, along the South line of lands described by Tax Key 59030454460, a distance of 1589.53 feet, to the West line of County Road OK, and along said West line for the next 6 courses; thence S17°37'41"W a distance of 1.97 feet; thence S38°01'55"W, a distance of 53.30 feet; thence S17°45'46"W a distance of 627.89 feet; thence S17°59'00"W, a distance of 271.89 feet; thence S12°52'46"W, a distance of 251.00 feet; thence S18°02'33"W, a distance of 1.65 feet; thence N81°11'57"W, along the North line of lands described by Tax Key No. 59030454541, a distance of 566.57 feet; thence S09°25'44"W, along the West line of said lands, a distance of 571.34 feet; thence S88°42'46"E, along the South line of said lands, a distance of 457.63 feet to the West line of County Road OK, and along said west line for the next 2 courses; thence S09°27'09"W, a distance of 24.70 feet; thence S17°59'00"W, a distance of 614.87 feet; thence S54°55'56"W, along the North line of Stahl Road, a distance of 41.78 feet; thence N88°07'07"W, along said North line, a distance of 72.08 feet; thence S62°59'13"W, along said North line, a distance of 57.11 feet to the POINT OF BEGINNING. Containing 76.52 acres (3,333,268 Sq. Ft.) more or less of land. Subject to covenants, conditions, restrictions and easements of record.

That I have made this survey, land division and map by the direction of The City of Sheboygan, and Sheboygan Water Utility, Owner(s) of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Sheboygan ordinances in surveying, dividing and mapping of same.



Chris Ruetten

Chris Ruetten, P.L.S. 2942
Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being parts of the NE 1/4, NW 1/4, SW 1/4, and SE 1/4 of the SW 1/4, and parts of the NW 1/4 and SW 1/4 of the SE 1/4, all of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

MUNICIPAL OWNER'S CERTIFICATE

The CITY OF SHEBOYGAN, a Wisconsin municipal corporation created and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented hereon. The City of Sheboygan, does further certify that this Certified Survey Map is required by S.236.34 of the State Statutes to be submitted to the City of Sheboygan, and the Sheboygan Plan Commission for approval or objection:

IN WITNESS WHEREOF the said CITY OF SHEBOYGAN, has caused these presents to be signed by Michael J. Vandersteen, its Mayor, and Meredith DeBruin, its clerk, at Sheboygan Wisconsin, and its company seal to be hereunto affixed on this ___ day of _____, 2018.

City of Sheboygan

By: Michael J. Vandersteen, Mayor, City of Sheboygan

By: Meredith DeBruin, Clerk, City of Sheboygan

The execution of this Certified Survey Map by the city of Sheboygan is authorized by Resolution Enactment Number _____, adopted by the Common Council of the City of Sheboygan on the ___ day of _____, 2018.

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

Personally came before me this ___ day of _____, 2018, the above named Michael Vandersteen and Meredith DeBruin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires/is Permanent: _____

CITY OF SHEBOYGAN PLAN COMMISSION CERTIFICATE

This Certified Survey Map is hereby approved for recording by the Sheboygan Plan Commission. Dated this ___ day of _____, 2018.

Signed: _____
Michael J. Vandersteen, Chairman, City of Sheboygan Plan Commission

Signed: _____
Steve Sokolowski, Secretary, City of Sheboygan Plan Commission

CITY OF SHEBOYGAN COMMON COUNCIL CERTIFICATE

Resolved that this Certified Survey Map located in the City of Sheboygan was hereby approved by the Common Council of the City of Sheboygan by R.O. Number _____, adopted on the ___ day of _____, 2018; that said R.O. provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Sheboygan for public use.

Dated this ___ day of _____, 2018

Signed: _____
Michael J. Vandersteen, Mayor, City of Sheboygan, Sheboygan County, Wisconsin

Signed: _____
Meredith DeBruin, Clerk, City of Sheboygan, Sheboygan County, Wisconsin

EASEMENT RELEASE

The Sheboygan Water Utility, as owner, and by having the right of enforcement, do hereby release the 25' wide Utility and Access Easement shown on this instrument, and described per document #2035994, as allowed pursuant to State Statute 236.293.

Signed: _____
Sheboygan Water Utility

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

Personally came before me this ___ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires/is Permanent: _____



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

II

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. July 16, 2018.

Your Commission to whom was referred R. O. No. 66-18-19 by City Clerk submitting a Certified Survey Map (Southern section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for SouthPointe Drive as shown on the attached map; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 10, 2018, and after due consideration, recommends approval of the R. O.

Consent

CITY PLAN COMMISSION

III

4.6

R. O. No. 66 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting a Certified Survey Map (southern section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for SouthPointe Drive as shown on the attached map.

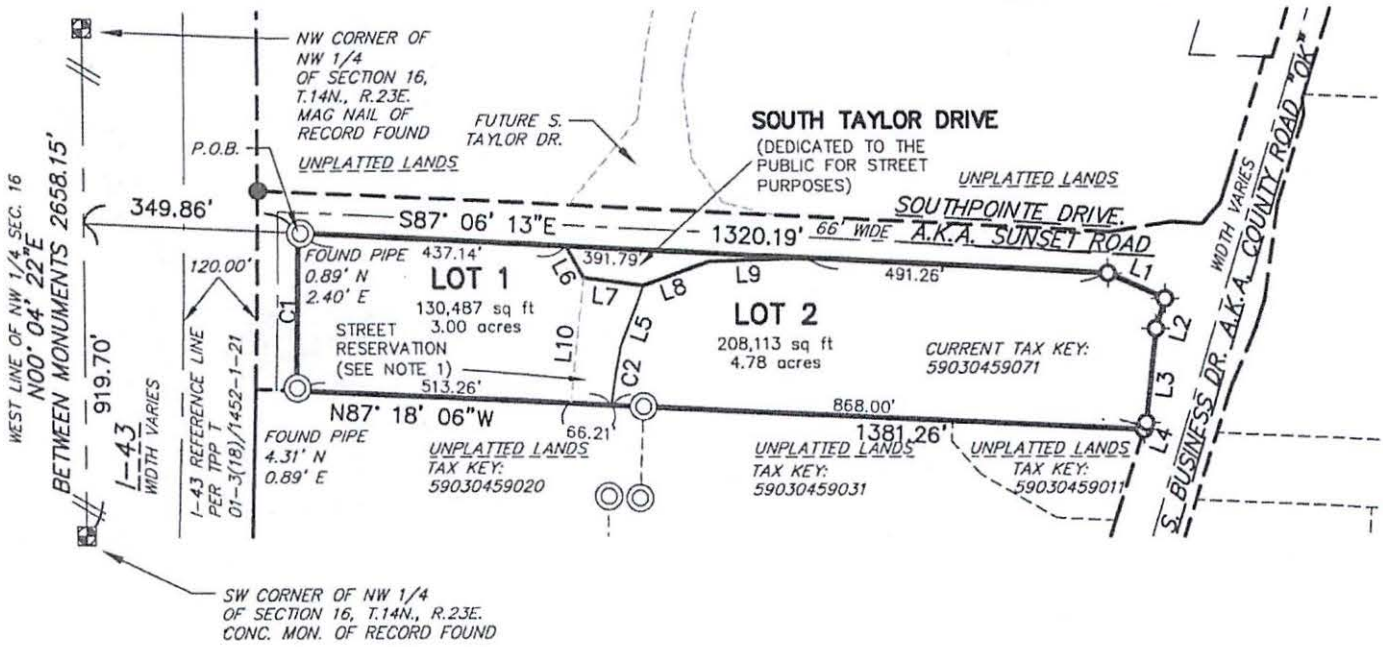
CITY CLERK

*City Plan
approve*

CERTIFIED SURVEY MAP -

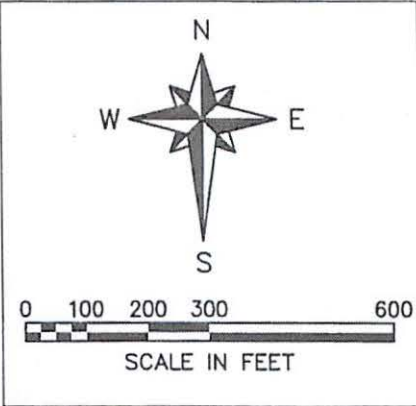
South
CSM

Being parts of the SW 1/4 and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



Line #	Length	Direction
L1	101.19'	S66° 10' 51"E
L2	50.00'	S17° 49' 58"W
L3	152.97'	S06° 31' 22"W
L4	12.19'	S17° 49' 58"W
L5	104.66'	N21° 16' 29"E
L6	57.87'	S29° 00' 55"E
L7	97.87'	S82° 12' 43"E
L8	113.91'	N70° 20' 52"E
L9	159.09'	N87° 55' 25"E
L10	203.41'	S06° 32' 33"W

CURVE #	RADIUS	DELTA	CHORD	CHORD BRG.	ARC	TANGENT	TANGENT BRG. IN	TANGENT BRG. OUT
C1	23104.31'	00°37'46"	253.78'	N01° 08' 44"E	253.78'	126.89'	N01° 27' 37"E	N00° 49' 52"E
C2	1217.86'	04°30'22"	95.76'	N09° 38' 09"E	95.78'	47.92'	N07° 22' 58"E	N11° 53' 21"E



SURVEY LEGEND

- ☐ PUBLIC LAND CORNER AS NOTED
- ⊙ FOUND 0.12' O.D. IRON PIPE UNLESS OTHERWISE NOTED
- FOUND 3/4" Ø IRON ROD
- ⊕ SET 0.12' O.D. IRON PIPE 18" LONG WEIGHING 1.13# PER LIN. FT.

NOTES:

1. THE CITY OF SHEBOYGAN RESERVES THE AREA DEPICTED ON THIS MAP FOR FUTURE STREET PURPOSES.
2. BEARINGS ON THIS C.S.M REFLECT THE SHEBOYGAN COUNTY GRID. THE WEST LINE OF THE NW 1/4 OF SEC. 16, T.14N., R.23. IS ASSUMED TO BEAR N00°04'22"E.
3. INTERIOR LOT CORNERS ARE SET 0.12' O.D. IRON PIPE, 18" LONG, WEIGHING 1.13# PER LIN. FT.
4. SEE SHEET 3 FOR EASEMENT AND RESERVATION DETAIL.
5. TOTAL AREA OF RIGHT-OF-WAY DEDICATED = 10,790 SF +/-
6. TOTAL AREA OF CSM = 349,390 SF +/-
7. SOUTHPONTE DRIVE DOES NOT ACCESS I-43.
8. NO ACCESS WILL BE ALLOWED TO I-43.



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

OWNER/SUBDIVIDER:

City of Sheboygan
828 Center Ave. #100
Sheboygan, WI 53081

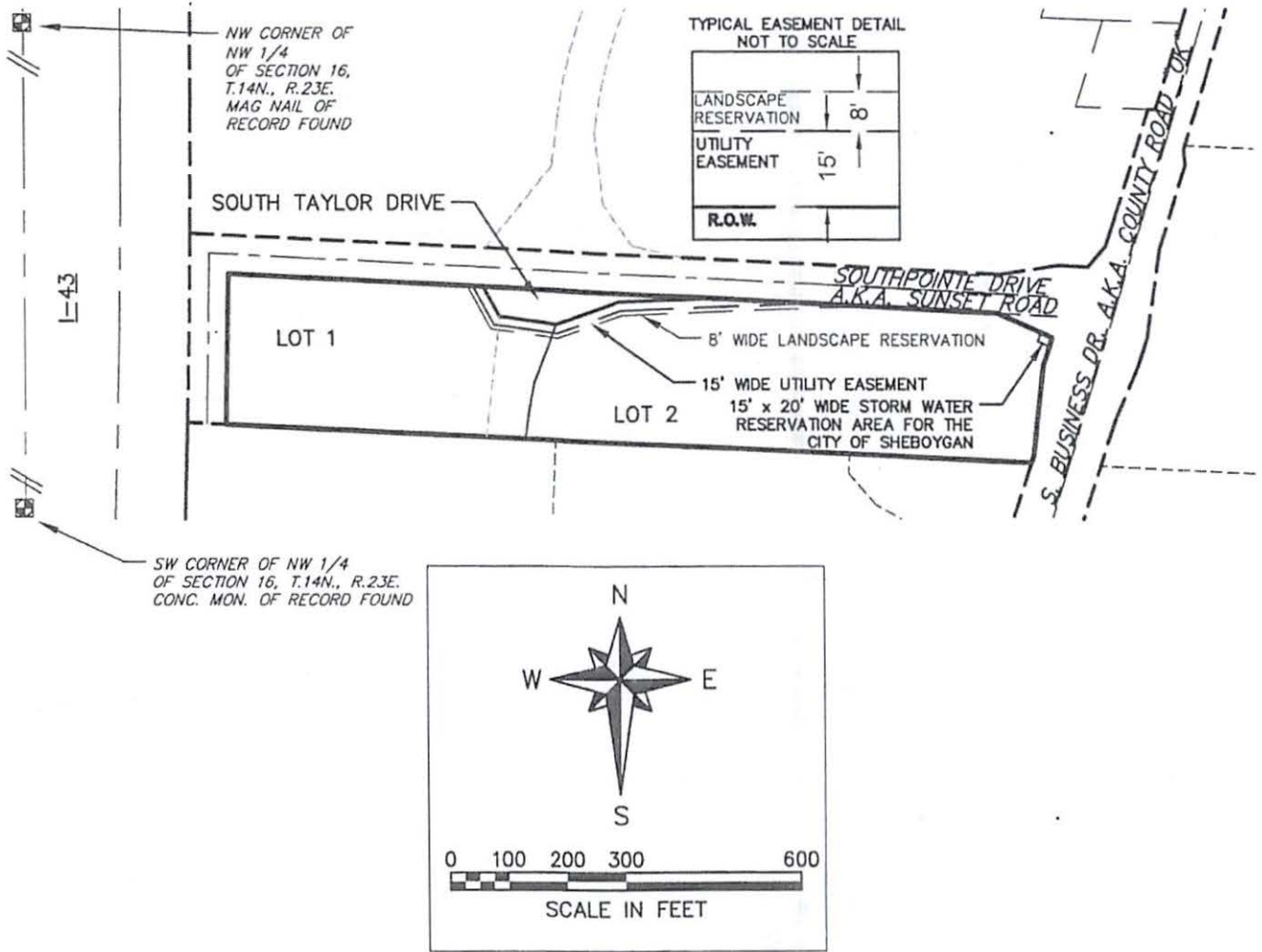
PREPARED BY:

Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188
262-542-5733

CERTIFIED SURVEY MAP - _____

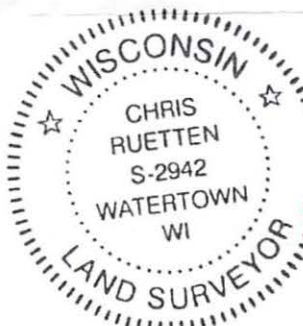
Being parts of the SW 1/4 and SE 1/4 of the NW 1/4 of Section 16, Township 14 North,
Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

EASEMENT AND RESERVATION DETAIL



EASEMENT AND RESERVATION NOTES:

1. THE CITY OF SHEBOYGAN DEDICATES A 15 FOOT WIDE STRIP OF LAND, ADJACENT TO THE RIGHT-OF-WAY FOR SOUTH TAYLOR DRIVE, AS DEPICTED ON THIS SHEET, TO THE UTILITY COMPANIES THAT DISTRIBUTE NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV, FIBER OPTICS, AND OTHER FORMS OF COMMUNICATION FOR THE CONSTRUCTION AND MAINTENANCE OF THEIR FACILITIES.
2. THE CITY OF SHEBOYGAN RESERVES A 8 FOOT WIDE STRIP OF LAND, ADJACENT TO ABOVE MENTIONED 15 FOOT WIDE UTILITY EASEMENT AS DEPICTED ON THIS SHEET, FOR LANDSCAPING PURPOSES, AND WILL BE CONVEYED BY EASEMENT UPON THE SALE OF SAID LAND.
3. THE CITY OF SHEBOYGAN RESERVES THE STORM WATER MANAGEMENT AREAS AS DEPICTED ON THIS SHEET, AND WILL BE CONVEYED BY EASEMENT UPON THE SALE OF SAID LANDS.



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being parts of the SW 1/4 and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } SS

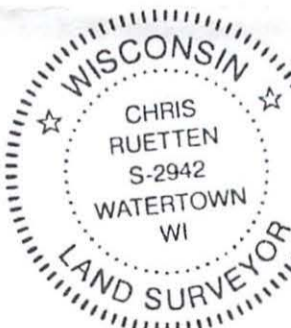
I, Chris Ruetten, Ruekert & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the City of Sheboygan, that I have surveyed, divided and mapped lands being parts of the SW 1/4 and SE 1/4 of the NW 1/4 of Section 16, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows:

Commencing at Southwest corner of the aforesaid Northwest 1/4 of Section 16; thence N00°04'22"E along the West line of said Northwest 1/4 of Section 16, a distance of 919.70 feet; thence S87°06'13"E a distance of 349.86 feet to the South line of SouthPointe Drive and the POINT OF BEGINNING; thence continuing S87°06'13"E, along said South line, a distance of 1,320.19 feet; thence S66°10'51"E along said South line, a distance of 101.19 feet to the West line of County Road OK; thence S17°49'58"W, along the West line of County Road OK, a distance of 50.00 feet; thence S06°31'22"W, along said West line, a distance of 152.97 feet; thence S17°49'58"W, along said West line, a distance of 12.19 feet; thence N87°18'06"W, along the North lines of lands described by tax key numbers 59030459011, 59030459031, and 59030459020, a distance of 1,381.26 feet to the East line of SouthPointe Drive; thence along said East line and an arc of curve to the left, with a chord bearing N01°08'44"E for a distance of 253.78 feet, having a radius of 23,104.31 feet, having a delta of 00°37'46", and an arc length of 253.78 feet to the POINT OF BEGINNING. Containing 8.02 acres (349,390 Sq. Ft.) more or less of land. Subject to covenants, conditions, restrictions and easements of record.

That I have made this survey, land division and map by the direction of The City of Sheboygan, Owner(s) of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the City of Sheboygan ordinances in surveying, dividing and mapping of same.



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

CERTIFIED SURVEY MAP - _____

Being parts of the SW 1/4 and SE 1/4 of the NW 1/4 of Section 16, Township 14 North,
Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

MUNICIPAL OWNER'S CERTIFICATE

The CITY OF SHEBOYGAN, a Wisconsin municipal corporation created and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented hereon. The City of Sheboygan, does further certify that this Certified Survey Map is required by S.236.34 of the State Statutes to be submitted to the City of Sheboygan, and the Sheboygan Plan Commission for approval or objection:

IN WITNESS WHEREOF the said CITY OF SHEBOYGAN, has caused these presents to be signed by Michael J. Vandersteen, its Mayor, and Meredith DeBruin, its clerk, at Sheboygan Wisconsin, and its company seal to be hereunto affixed on this ___ day of _____, 2018.

City of Sheboygan

By: Michael J Vandersteen, Mayor, City of Sheboygan

By: Meredith DeBruin, Clerk, City of Sheboygan

The execution of this Certified Survey Map by the city of Sheboygan is authorized by Resolution Enactment Number _____, adopted by the Common Council of the City of Sheboygan on the ____ day of _____, 2018.

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS
Personally came before me this ____ day of _____, 2018, the above named Michael Vandersteen and Meredith DeBruin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires/is Permanent: _____

CITY OF SHEBOYGAN PLAN COMMISSION CERTIFICATE

This Certified Survey Map is hereby approved for recording by the Sheboygan Plan Commission.
Dated this ____ day of _____, 2018.

Signed: _____
Michael J. Vandersteen, Chairman, City of Sheboygan Plan Commission

Signed: _____
Steve Sokolowski, Secretary, City of Sheboygan Plan Commission

CITY OF SHEBOYGAN COMMON COUNCIL CERTIFICATE

Resolved that this Certified Survey Map located in the City of Sheboygan was hereby approved by the Common Council of the City of Sheboygan by R.O. Number _____, adopted on the ____ day of _____, 2018; that said R.O. provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Sheboygan for public use.

Dated this ____ day of _____, 2018

Signed: _____
Michael J Vandersteen, Mayor, City of Sheboygan, Sheboygan County, Wisconsin

Signed: _____
Meredith DeBruin, Clerk, City of Sheboygan, Sheboygan County, Wisconsin



Chris Ruetten

Chris Ruetten, P.L.S. 2942

Dated this 20th day of June, 2018



THIS INSTRUMENT WAS DRAFTED BY Chris Ruetten, P.L.S.
CHECKED BY: TGW (02/23/18)

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
July 16, 2018.

Your Committee to whom was referred R. O. No. 67-18-19 by Assistant City Attorney submitting, as a matter of record, a copy of the Wisconsin Department of Workforce Development Equal Rights Division's decision in the matter of Ricky Van der Vaart v. City of Sheboygan, ERD # CR201502953, which was issued on May 9, 2018, and became final on May 30, 2018; recommends to file the document.

Consent

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.7

R. O. No. 67 - 18 - 19. By ASSISTANT CITY ATTORNEY. July 2, 2018.

Submitting, as a matter of record, a copy of the Wisconsin Department of Workforce Development Equal Rights Division's decision in the matter of Ricky Van der Vaart v. City of Sheboygan, ERD # CR201502953, which was issued on May 9, 2018, and became final on May 30, 2018. The City has complied with the Compliance Report requirements set forth in the decision.

Finance + Personnel
acfile

Assistant City Attorney

Department of Workforce Development
Equal Rights Division
HEARING & MEDIATION SECTION
819 N 6th St Rm 723
Milwaukee WI 53203-1687
Telephone: (414) 227-4385
FAX: (414) 227-4981
TTY: (414) 227-4081
(TTY-Hearing Impaired Callers)



Scott Walker, Governor
Raymond Allen, Secretary

CERTIFICATION

I, Karen Pierce, Legal Assistant for the Hearing & Mediation Section of the Equal Rights Division, hereby certify that the attached copy of the decision in the matter of Ricky Van Der Vaart v. City of Sheboygan, ERD #CR201502953 issued on May 9, 2018 is an exact copy of the original decision on file with the Equal Rights Division.

A handwritten signature in cursive script that reads "Karen Pierce".

Karen Pierce
Hearing & Mediation Section
Equal Rights Division



Department of Workforce Development
Equal Rights Division
HEARING & MEDIATION SECTION
819 N 6th St Rm 723
Milwaukee WI 53203-1687
Telephone: (414) 227-4385
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(TTY-Hearing Impaired Callers)



Scott Walker, Governor
Raymond Allen, Secretary

Ricky Van Der Vaart
6666 South 12th Street
Sheboygan WI 53081
Complainant

vs.

City of Sheboygan
828 Center Avenue #204
Sheboygan WI 53081
Respondent

NOTICE OF APPEAL RIGHTS

**REVIEW BY THE LABOR AND
INDUSTRY REVIEW COMMISSION**

Re: ERD Case No. CR201502953
EEOC Case No. 26G201602953

The attached decision is a final decision. Any party who is dissatisfied with the attached Decision and Order of the Administrative Law Judge (or with earlier non-final decisions which could not be appealed until a final order was entered) may file a written petition for review by the Labor and Industry Review Commission.

The Petition for Review must be received by the Equal Rights Division within twenty-one (21) days from the date of the decision, or the decision will become final.

The Petition for Review should be mailed, faxed or brought to the Equal Rights Division at one of these addresses:

Equal Rights Division
Hearing & Mediation Section
819 North Sixth Street, Room 723
Milwaukee, Wisconsin 53203
FAX: (414) 227-4981

Equal Rights Division
Hearing & Mediation Section
201 East Washington Ave., Room A100
PO Box 8928
Madison, Wisconsin 53708
FAX: (608) 267-4592

Petitions filed by facsimile transmission shall be considered filed on the next business day if they are received after 4:30 pm or on a day when the offices are closed. (Sec. DWD 218.25(1)(b), Wis. Admin. Code)

A copy of the Petition for Review should be mailed to each of the other parties.

Dated and Mailed:

cc: Complainant
Respondent, Attn: Thomas Cameron, Asst. City Attorney
Anthony J. Resimius, Attorney for Complainant
EEOC

Attachment

**STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION**

Ricky Van Der Vaart
6666 S 12TH ST
Sheboygan, WI 53081,

Complainant.

Vs.

DECISION
ERD CASE NO. CR201502953
EEOC CASE NO. 266201602953

City of Sheboygan
828 Center Ave #204
Sheboygan, WI 53081,

Respondent.

Procedural History.

On October 23, 2015, the Complainant filed a complaint with the Equal Rights Division (ERD) alleging that the Respondent violated the Wisconsin Fair Employment Act, sections 111.31-111.397, Stats., by terminating him on the basis of his disability, which he described as a "back condition."

The complaint referenced and incorporated the findings of an Independent Hearing Officer (IHO) who had conducted a hearing on Mr. Van Der Vaart's grievance before the Salaries and Grievance Committee of the Sheboygan Common Council. The IHO made a finding that the complainant was a person with a disability as defined under the Wisconsin Fair Employment Act, that a reasonable accommodation existed and that the City of Sheboygan had failed to show that the accommodation created a hardship. The IHO recommended reinstatement of Mr. Van Der Vaart and back pay, which recommendation the City adopted.

The ERD complaint requested relief in the form of health and dental benefits in the amount of \$1,911.12, vacation pay in the amount of \$560.64 and attorney's fees from December 31, 2014, forward.

On December 9, 2016, an Equal Rights Officer issued an initial determination which found that there was probable cause to believe that the Respondent had violated the Wisconsin Fair Employment Act by discriminating against the complainant in the terms and conditions of employment due to disability and terminating the complainant's employment due to disability.

The matter was then referred to an administrative law judge for a hearing on the merits of the complaint.

Prior to hearing, both parties agreed that the respondent had since paid the health and dental benefits and vacation pay. The respondent stipulated to a finding of discrimination. Both parties agreed that the sole issue to be decided by the administrative law judge was the propriety and/or amount of attorneys' fees to be awarded to complainant's counsel.

Complainant's position is that he is entitled to attorneys' fees from December 31, 2014, through the filing of briefs associated with the ERD case for a total sum of \$39,067.

Respondent's position is that complainant is entitled to no attorneys' fees prior to the filing of the ERD complaint (in other words, no fees for any work related to the grievance before the Salaries and Grievance Committee of the Sheboygan Common Council). Furthermore, the respondent objects to many of the detailed billings after the ERD complaint was filed, ultimately conceding that attorneys' fees of "approximately \$9,000" are justified for complainant's counsel.

Entitlement to Attorneys' Fees

Both parties agree with the principle that a complainant who prevails in a discrimination case filed with the Equal Rights Division is entitled to an award of reasonable attorneys' fees, a principle adopted by the Wisconsin Supreme Court in *Watkins vs. LIRC*, 117 Wis. 2d 753, 345 N.W.2d 482(1984).

The first issue to be resolved in this case, however, is whether the complainant is entitled to attorneys' fees for representation of the complainant at an ancillary proceeding in which issues similar to those litigated through the ERD process were heard.

The issue of whether a complainant is entitled to attorney's fees for prosecuting what amounts to a discrimination case in a forum other than one recognized as a forum which allows for a prevailing complainant to be awarded attorneys' fees was addressed in *Duello vs. Board of Regents*, 176 Wis. 2d 961 (1993). Theresa Duello was represented by counsel in proceedings before the University of Wisconsin-Madison's Committee on Faculty Rights and Responsibilities (CFRR) challenging the University of Wisconsin-Madison Medical School's Department of Anatomy's decision not to renew her employment contract which she alleged was due to sex discrimination. The dispute was ultimately settled, and Duello sought to recover the attorney's fees she incurred in the CFRR proceedings.

The Wisconsin Supreme Court ultimately determined that Duello was not entitled to attorney's fees for representation before the Committee on Faculty Rights and Responsibilities:

[W]e conclude that the language and reasoning of the *Carey* opinion [*New York Gaslight Club, Inc. vs. Carey*, 447 U.S. 54 (1980)], as well as public policy, control our decision in this case that Duello is not entitled to recover her attorney's fees for the optional state administrative proceedings before the CFRR [Committee on Faculty Rights and Responsibilities]. *Carey* specifies that Title VII allows the recovery of attorney's fees only for those administrative proceedings which claimants are required to invoke before filing a court action.

Duello vs. Board of Regents, 176 Wis. 2d 961(1993)

The Wisconsin Labor and Industry Review Commission (LIRC) has similarly disallowed requested attorneys' fees for work not associated with the actual Equal Rights case for which there was a pending fee petition. In *Racine Education Association vs. Racine Unified School District*, LIRC, 1/17/89], LIRC disallowed a request for fees for work not directly associated with the Equal Rights case:

[T]he respondent correctly points out that reimbursement for time spent corresponding with the United States Equal Employment Opportunity Commission should be disallowed, as this relates to the complainant's federal claim and not to her claim before the commission... The commission agrees.

In fact, the Commission in the above case eliminated any fee request which could not directly be tied to work on the Equal Rights case;

[T]here are several items for which the complainant requests payment that must be disallowed. For example, the \$183.71 amount dubbed "previous balance" cannot reasonably be considered related to work on the petition for review and must be disallowed.

LIRC similarly disallowed attorney fee requests in *Leroy Fields vs. Cardinal TG Co.*(LIRC, 2/16/2001) which were not related to the ERD claim:

Next, the commission disallows the entry for April 4, 2000, which reads, "Phone call with Attorney Dawn Harris re: EEOC contact; Review file re: damages issues for conciliatory agreement; legal research re: caps on damages; confer with RLI re: same (.25)." Clearly anything involving the complainant's federal claim is not reimbursable through these proceedings.

LIRC reached the same conclusion in *Venneman vs. UW-LaCrosse*, (LIRC, 12/17/09):

The respondent also objects to .6 hours of the 1.5 hours requested by co-counsel for February 2009 as being attributed to telephone calls and communication with the EEOC and unrelated to this proceeding. Venneman's complaint was cross-filed with the EEOC. In *Fields v. Cardinal TG Co.* (LIRC, 02/16/01), the commission held that attorney's fees or costs involving the complainant's federal claim is not reimbursable through the proceedings before the ERD.

Caselaw in Wisconsin has consistently held that attorney's fees are not recoverable for work not directly involving a complainant's claim in an Equal Rights proceeding. As such, the attorney's fees requested by Mr. Vander Vaart for representation at his grievance proceeding cannot be awarded.

It should be noted that there was nothing preventing the complainant from filing an ERD claim simultaneously with his grievance proceeding and having the two proceedings track together. The complainant's election to proceed with the grievance matter first was his personal choice.

As a result, all legal work not associated with work related to the ERD case must be disallowed. In this case, all billing entries beginning with October 22, 2015 (the day before the ERD complaint was filed) are considered associated with the ERD case.

Attorney's Fees for Work on ERD Claim

In calculating reasonable attorney fees, the most useful starting point is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate. This figure is commonly referred to as the "lodestar" figure. *Hensley v. Eckerhardt*, 461 U.S. 424, 31 FEP Cases 1169 (1983). A reasonable fee is calculated according to the prevailing market rates in the relevant community. It is anticipated that, along with the fee petition, the attorney requesting payment will submit affidavits from other attorneys in the locality establishing that the requested rates are in line with those prevailing in the community for similar services for lawyers of comparable skill, experience and reputation. An hourly rate determined based on such affidavits is normally deemed to be reasonable.

The attorney fee applicant bears the burden of establishing entitlement to an award and documenting the appropriate hours expended and hourly rates. *Olson vs. Philips Plating* (LIRC, 2/11/92).

The complainant's attorneys submitted detailed billing statements for their work on the case. These included billing notations from Attorney Anthony J. Resimius (AJR on the billing statements), Attorney Kyle Borkenhagen (KGB on the billing statements) and Attorney Lili Behm (LCB on the billing statements).

Attorney Resimius earned his J.D. in 2002 and billed at a rate of \$260 per hour for 2015, \$275 for 2017 and \$300 per hour in 2018.

Attorney Borkenhagen earned his J.D. in 2010 and billed at a rate of \$175 per hour in 2016, \$250 per hour for 2017, and \$275 per hour for 2018

Attorney Behm earned her J.D. in 2015 and billed at a rate of \$200 per hour.

In reviewing the detailed billing statements for complainant's counsel, there appears to be a various entries in which are duplicative in that they represent interoffice discussions between attorneys about the case for which both attorneys submitted bills, or in which multiple attorneys performed the identical action and both billed for the same action. For example, on February 22, 2017, Attorneys Resimius and Borkenhagen discussed the case and mediation and both billed .5 hours. On November 6, 2017, Attorneys Behm and Resimius both reviewed the scheduling order and both billed for this activity.

LIRC took the following approach with respect to duplicative attorneys' fees in *Geen vs. Stoughton Trailers*, (LIRC, 8/8/2008):

While one approach would be to equally reduce the hours of each attorney, the commission concludes that in this situation it is more appropriate to simply allow the hours claimed by Attorney Haber for May 19 and May 21 and to disallow the hours sought by Attorney Schwartz for those dates.

In other words, LIRC took the approach of *allowing* the billing of one attorney where a unnecessary duplication of attorney services took place and *disallowing* the other attorney's fees.

Following this precedent, the following time entries are therefore eliminated or reduced;

02/02/2016	KGB	.20 hours	35.00
04/20/2016	KGB	1.10 hours	192.50
12/13.216	CLP	.30 hours	30.00
02/21/2017	KGB	.50 hours	125.00
02/22/2017	KGB	.50 hours	125.00
04/03/2017	KGB	.30 hours	75.00
04/04/2017	KGB	.20 hours	50.00
06/02/2017	AJR	.20 hours	60.00
06/02/2017	KGB	.30 hours	75.00
06/09/2017	AJR	.20 hours	60.00
06/23/2017	KGB	.20 hours	50.00
09/28/2017	KGB	.10 hours	25.00
10/18/2017	LCB	1.40 hours	280.00
11/6/2017	AJR	.30 hours	90.00
11/07/2017	KGB	.40 hours	100.00
11/08/2017	AJR	.30 hours	90.00
11/09/2017	KGB	.10 hours	25.00
11/10/2017	LCB	.70 hours	140.00
11/16/2017	CLP	.10 hours	10.00
11/20/2017	LCB	1.0 hours	200.00
11/21/2017	KGB	.20 hours	50.00
11/22/2017	LCB	.20 hours	40.00
11/28/2017	LCB	.50 hours	100.00
12/05/2017	KGB	.40 hours	100.00

12/07/2017	LCB	3.1 hours	620.00 (reduction)
12/13/2017	CLP	.10 hours	10.00
12/13/2017	LCB	.10 hours	20.00
12/18/2017	KGB	.70 hours	175.00
12/19/2017	LCB	.60 hours	120.00
12/22/2017	KGB	.10 hours	25.00
01/04/2018	LCB	.40 hours	80.00 (reduction)
01/08/2018	KGB	1.40 hours	385.00
01/12/2018	LCB	.90 hours	180.00
02/20/2018	KGB	.40 hours	110.00

There is also the issue of Attorney Behm coming into the case and having to spend time reviewing the file and getting "up to speed" on the matter, all of which time was billed, even though there were already two attorneys on the case and the two attorneys already on the case had "reviewed the file" and attendant materials. A reduction or elimination of such fees is appropriate. *Vallo v. Great Atlantic & Pacific Tea Co.*, 16 F.E.P. 967, 969-71 (W. D. PA July 7, 1997) (a fee reduction is appropriate where there is overlapping work when new lawyers take over a case in mid-stream).

As a result, these entries are eliminated:

10/20/2017	LCB	1.10 hours	220.00
10/23/2017	LCB	.60	120.00

Finally, an excessive amount of time was spent by Attorney Behm on the fee petition, which consists of affidavits, a copy of a transcript, detailed billing and a history of the case. Attorney Behm compiled 19 hours on the fee petition through February 20, 2018, Attorney Borkenhagen added 2.3 hours on the fee petition and Attorney Resimius added 1.0 hours for a total of 22.3 hours on a document that is comprised mostly of documents that were either photocopied or printed up by accounting. As a result, the following entries are eliminated:

02/21/2018	LCB	5.5 hours	1,100.00
02/22/2018	LCB	5.6 hours	1,120.00

Enhancement of Attorney's Fee Award

Complainant's counsel requests a 50% increase in attorney's fees based upon the outcome that it achieved for the complainant. In this regard, LIRC has stated that no enhancement for risk is appropriate unless the applicant for fees is able to show that without such a risk adjustment, the complainant would have faced substantial difficulties in finding counsel in the local or other market. *Olson vs. Philips Plating* (LIRC, 2/11/92). There has been no showing that the complainant would have faced substantial difficulties in obtaining counsel for representation in his case.

LIRC has also found a multiplier to the amount of attorney's fees award to be appropriate where a novel or difficult issue presented itself in the case *Toonen vs. Brown County*, (LIRC, 10/31/86). The facts of this case did not present a particularly unique or challenging set of circumstances.

In addition, it is noteworthy that, by the time the ERD complaint was filed, the complainant had already been reinstated, had already been issued backpay from the respondent and had been promised health/dental payment upon the submission of certain documentation. The reality was that the case was all but over by the time the ERD case was filed.

Under the circumstances, an enhancement of the attorney's fees cannot be justified.

Summary

When the complainant filed his ERD complaint, he had already been reinstated to his job with back pay via the grievance procedure. The only remaining issues were health/dental payment, which was resolved shortly after the ERD complaint was filed, and the payment for holiday pay, which was also resolved.

The substantive legal matters that were handled by counsel during the ERD complaint consisted of a mediation and a fee petition.

With the finding that no legal fees were payable through the ERD claim for work prior to October 22, 2015, and with reduction or elimination of fees as explained above, the final amount of attorneys' fees to be awarded to complainant's counsel is determined to be \$17,491.50.

Based upon the Stipulation of the Parties, the Administrative Law Judge makes the following

CONCLUSIONS OF LAW

- 1.) Ricky Van der Vaart was an employee of the City of Sheboygan.
- 2.) The City of Sheboygan is an employer for purposes of the Wisconsin Fair Employment Act.
- 3.) Ricky Van Der Vaart is a person with a disability as that term is used for purposes of the Wisconsin fair Employment Act.

4.) Ricky Van der Vaart established by a preponderance of the evidence that that the City of Sheboygan discriminated against him in the terms and conditions of employment by failing to accommodate his disability in violation of the Wisconsin Fair Employment Act.

5.) Ricky Van der Vaart established by a preponderance of the evidence that that the City of Sheboygan discriminated against him by terminating his employment on the basis of his disability in violation of the Wisconsin Fair Employment Act.

Based upon the Stipulation of the Parties and the Conclusions of Law, the Administrative Law Judge enters the following

ORDER

1.) The Respondent shall cease and desist from discriminating against the Complainant on the basis of his disability.

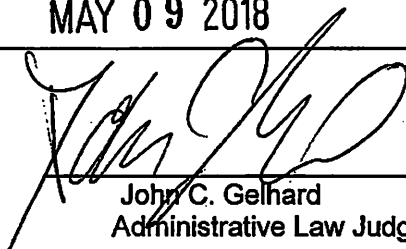
2.) The Respondent has made the Complainant whole for all lost wages and benefits incurred as a result of its unlawful discrimination against the Complainant and no further backpay shall be awarded.

3.) The Respondent shall pay the complainant's reasonable attorney's fees and costs incurred in pursuing this matter in the amount of \$17,491.50. A check in that amount shall be made payable to the law firm of RohdeDales and delivered to the firm.

5.) Within 30 days after the date that this Order becomes final, the Respondent shall submit a compliance report to the Equal Rights Division detailing the actions that it has taken to comply with this. The compliance report shall be directed to the attention of Administrative Law Judge Amanda Tollefsen, 819 N. 6th St., Room 725, Milwaukee, WI 53203. It should be noted that for every day that the Respondent fails to comply with a final order, a daily forfeiture of not less than ten dollars nor more than one hundred dollars may be imposed pursuant to Wis. Stats. 111.395 and 103.005(11) and (12).

Dated in Milwaukee, Wisconsin: _____

MAY 09 2018



John C. Gelhard
Administrative Law Judge

C.C.
Complainant
Respondent
Atty Anthony Resimius
Atty Thomas D. Cameron
EEOC

VI

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. July 16, 2018.

Your Committee to whom was referred R. O. No. 69-18-19 by City Clerk submitting a communication from Jared Bonnett requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 902 North 27th Street; recommends approving the request.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.9

R. O. No. 69 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting a communication from Jared Bonnett requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 902 North 27th Street.

*Public
works*

*approve
request*

CITY CLERK

Public works Committee

6/21/18

I Jared Bonnett, property owner
at 902 N. 27th St
Sheboygan, WI 53081

Am applying to the
Public Works Committee

on the mini-storm sewer
being installed on my street.

I do not wish to be connected
to the mini-storm sewer
& would like to file for a
two year extension to connect.

Thank you,

Jared Bonnett

920-627-3623

VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 16, 2018.

Your Committee to whom was referred R. O. No. 70-18-19 by the City Clerk submitting various license applications for the period ending December 31, 2018, June 30, 2019, and June 30, 2020; recommends granting all licenses.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. 70 - 18 - 19. By CITY CLERK. July 2, 2018.

Submitting various license applications for the period ending, December 31, 2018, June 30, 2019, and June 30, 2020.

City Clerk

CLASS "A" BEER LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3345	La Reyna Mexican Store Taqueri	1035 Indiana Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3092	CJ Shipwrecked	902 Indiana Avenue - One day event July 27, 2018 to include sidewalk on Bardside of City Walk East side, Driveway - garage.
3186	Suscha's Bar	1054 Pennsylvania Avenue - One day event July 21, 2018 to include entire parking lot area north and east of building. One day event August 18, 2018 to include entire parking lot area north and east of building.
2805	Sheboygan Resort Operator LLC	725 Blue Harbor Drive - One day event September 22, 2018 to include current Premise description plus lawn area Outside north end of building. (Peninsula Room).

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2302	Berg, Josh P.	13 Beachwood South
6686	Biederwolf, April A.	1221 S. 15 th Street
2290	Bramstedt, Trevor M.	615 Humboldt Avenue
2308	Chavez II, Antonio	1519 Eisner Avenue
2287	Gahagan, Donovan D.	2124 S. 8 th Street
2303	Grabowski, Megan E.	1805 N. 19 th Street
2282	Huibregtse, Michael J.	2702 Eisner Avenue

AHPS

2295 Krueger, Benjamin R.	N6840 Meadowlark Road, Sheboygan Falls
2304 Mendez, Lysette A.	4335 Liberty Court #Z205
2281 Messuri, Michael A.	710 Erie Avenue
2292 Meyer, Nicole A.	1503 N. 7 th Street
2280 Patel, Janesh D.	681 South Pier Drive
2294 Pitzen, Bradley J.	4403 Primrose Court
0452 Prieto, Brenna M.	988 Cherry Avenue, Oshkosh
1285 Roehre, Hayley L.	64 West Street P.O.Box 62, Elkhart Lake
0144 Rubin, Angela M.	1511 S. 10 th Street
2305 Schneider, Jamie T.	610 Forest Blvd., Sheboygan Falls
2289 Stecker, Jordan R.	437 Pine Street, Sheboygan Falls
7318 Strean, Charles E. (Club)	4136 North Field Drive
2311 Weiland, Alexandra J.	409 S. Heritage Street, Belgium
7454 Wery, Corbin J.	1029 N. 8 th Street

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9869	Alexandroni, Dustin J.	1022B Michigan Avenue Apt. B
6414	Babler, Elizabeth M.	1503 Division Avenue
0431	Becker, Sara C.	2324 Broadway Avenue
4823	Borth, Jamie L.	1536 S. 26 th Street
1581	Brunn, Silas M.	1326 Humboldt Avenue
1068	Buchanan, Schuyler J.	4241 County Road 1
9207	Castillo, Gina M.	1411 N. 16 th Street
3756	Devriend, Therese K.	1513 S. 14 th Street
8950	Dietrich, Cassandra L.	722 Wilson Avenue
4034	Ertel, Michael L.	2400 Fairfield Lane, Plymouth
1169	Falk, Courtney M.	1913 Humboldt Avenue
1351	Ferguson, Steve L.	1834 N. 27 th Street
7460	Garcia, Stephanie M.	1034 Dillingham Avenue
3439	Gotchy, Mary B.	1716 Broadway Avenue
0647	Hoffmann, Dustin K.	1936 N. 10 th Street
1273	Jaishi, Kabita	916 Mulberry Lane, Kohler
1519	Joshi, Bashudev	1418 Wisconsin Avenue
1224	Keil, Andrew K.	2S357 Park Blvd., Glen Ellyn, IL.
2195	Kussard, Heidi K.	1904 N. 28 th Street
1038	Landwehr, Amanda L.	3427 Lakeshore Road Apt. 1H
0427	Manning, Craig T.	W3943 County Road U, Plymouth
0436	Martin, Emily M.	2214 N. 8 th Street
9928	Meinnert, Nathan J.	4521 Moenning Road
1424	Nytsch, Jayde E.	3515 N. 10 th Street #211
1613	Ploetz Huston, Melissa A.	2704 County Road V
1523	Presley, Wendi J.	1840 Geele Avenue Unit A
2863	Proue, Bonnie L.	2218 N. 23 rd Street
1378	Riasat, Khurum D.	628 W. Riverside Drive Lower, Kohler
9958	Rice, Justin J.	1338 School Avenue
0724	Rolloff, Lisa M.	2614 S. 15 th Street
9548	Schaeve, V. Michael	2305 S. 11 th Street
9621	Scharrer - Quasius, Cindy T.	4217 S. 12 th Street
2083	Scheunert, James S.	3919 Mendocino Lane Apt. 104

1308 Scholz, Heidi J.	620 S. 8 th Street #204
7214 Semsch, Daniel L.	924 Logan Avenue
0510 Sharma, Shobha	916 Mulberry Lane, Kohler
1616 Smith, Halei E.	234 Superior Avenue
0479 Tempas, Christine S.	131 Cherry Street, Sheboygan Falls
1558 Tenpas, Pamela S.	1622 S. 21 st Street
0698 Thompson, Nicholas R.	1523 N. 37 th Street Apt. I11
1051 Torres, Sarah M.	N7772 Lakeshore Road
8969 Unhold, Franz V.	4433 S. 8 th Street
8588 Vandersande, Jenna L.	1909 S. 10 th Street
1067 Vertin, Christy L.	2332 Carmen Avenue Apt. 5E
6180 Vervelde, Kim M.	1932 N. 11 th Street
9866 Wargo, Mandy J.	3627 N. 20 th Street
1485 Wendland, Todd EJ (Club)	3106 N. 27 th Street
1231 Williams, Rhea K.	827 Pennsylvania Avenue
2331 Wollin, Kristopher A.	3201 S. 12 th Street
8868 Yankunas, Barbara J.	629 E. Jefferson Avenue, Cleveland
1035 Zalewski, John G.	5009 Grey Fox Drive

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2291	McGettrick, Brandon A.	1030 Clara Avenue
2285	Montero Hurtado, Ricardo	531 S. 8 th Street #203
2284	Rodriguez Siment, Matias H.	1119 Michigan Avenue Apt. B

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
July 16, 2018.

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 337-17-18 by City Clerk submitting a claim from Scott Stoelb for alleged damages to the gutters on his house when a neighbor's tree fell on it during a windstorm;
2. R. C. No. 299-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 304-17-18 by City Clerk submitting a pending claim from State Farm Mutual Automobile Insurance Company for alleged damages to their insured (Robert Littlefield) on February 11, 2018;
3. R. C. No. 300-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 305-17-18 by City Clerk submitting a claim from Acuity Insurance for alleged damages to their insured vehicle, owned by Heather and David Andrews, that occurred on January 16, 2018;
4. R. O. No. 28-18-19 by City Clerk submitting a claim from David McNabb for alleged damages to his vehicle when it struck a low hanging branch of a tree in the median;

Consent.

- 5. R. O. No. 29-18-19 by City Clerk submitting a claim from David Umberger for alleged damages to front right alignment of his vehicle from street conditions on North 6th Street;
- 6. R. O. No. 43-18-19 by City Clerk submitting a claim from Dylan Martens for alleged damages to the tire of his vehicle when he drove over nails by the construction site between 8th Street and New Jersey Avenue.

All R. O.'s and R. C.'s have been reviewed by staff with the recommendation to file all claims.

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

4.1

II

R. O. No. 337- 17 - 18. By CITY CLERK. April 16, 2018.

Submitting a claim from Scott Stoelb for alleged damages to the gutters on his house when a neighbor's tree fell on it during a windstorm.

Finance +
Personnel
2018-2019
acfile

CITY CLERK

DATE RECEIVED

4-2-2018

RECEIVED BY

WCC

CLAIM NO.

43-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

APR 2 '18 PM 12:24

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: SCOTT STOELB
2. Home address of Claimant: 1124 Logan Avenue
3. Home phone number: 920-207-8431
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) December 5 2017 ^{APPROX} 2-3 AM

6. Where did damage or injury occur? (give full description) On the west side of my Home

7. How did damage or injury occur? (give full description) A tree located in front of my neighbors home was blown over during a wind storm, resulting in damage to my ~~house~~ gutters

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: Tree in front of my neighbors home to the west.

(b) Claimant's statement of basis for such liability: My neighbor had called to express concern over dead/dying tree, albert, nothing was ever done. Neighbors information - Dawn Schuette 920-627-0050

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").

The gutter and down spout on the west side of home needed to be replaced. NO Personal Injuries

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

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

Auto: \$ _____

Property: \$ 120⁰⁰

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 120⁰⁰

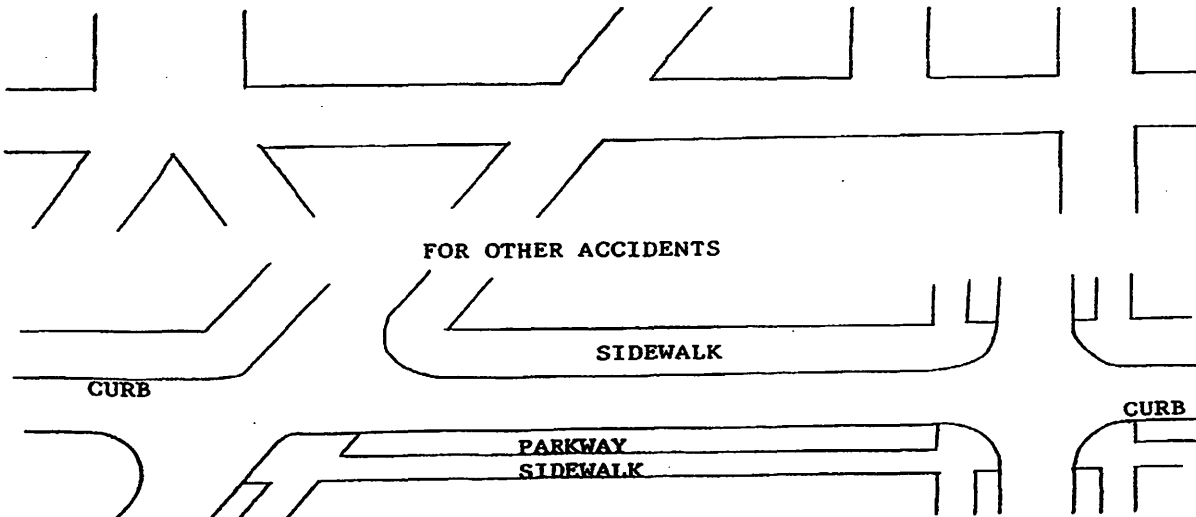
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT *Sean Sell* DATE 3-31-18

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

APR 2 '18 PM 12:25

Claimant's Name: SCOTT STOELEB

Auto \$ _____

Claimant's Address: 1124 Logan Ave

Property \$ 120.00

Sheboygan, WI 53083

Personal Injury \$ _____

Claimant's Phone No. 920-207-8431

Other (Specify below) \$ _____

TOTAL \$ 120.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 120.00.

SIGNED

Scott Stoelb

DATE:

3-30-18

ADDRESS:

1124 Logan Ave

Sheboygan, WI 53083

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

Nyhof Custom Gutter & Aluminum, Inc.

1135 Superior Ave
Oostburg, WI 53070

INVOICE

Invoice Number: 20422
Invoice Date: Jan 12, 2018
Page: 1

Voice: 920-564-2525
Fax: 920-564-6123

Bill To:

SCOTT STOELB
1124 LOGAN AVE
SHEBOYGAN, WI 53083

Ship to:

SHEBOYGAN
1124 LOGAN AVE

Customer ID	Customer PO	Payment Terms	
STOELBS	N-STOELB		
Sales Rep ID	Shipping Method	Ship Date	Due Date
Nyhof, DL	JJ,ZD		2/11/18

Quantity	Item	Description	Unit Price	Amount
1.00	GIPEREST5	201-.032 5" Gutter Installed Per Estimate-WHITE	80.00	80.00
1.00	DIPEREST4	201-4" Downspout Installed Per Estimate-WHITE	40.00	40.00
	NCGA	Thank you for choosing Nyhof Custom Gutter.		

Subtotal	120.00
Sales Tax	
Total Invoice Amount	120.00
Payment/Credit Applied	
TOTAL	120.00

Check/Credit Memo No:

IV

5.24

R. C. No. 299 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 304-17-18 by City Clerk submitting a pending claim from State Farm Mutual Automobile Insurance Company for alleged damages to their insured (Robert Littlefield) on February 11, 2018; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018-2019
accepted*

James A. B... _____
_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.6

R. O. No. 304 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a pending claim from State Farm Mutual Automobile Insurance Company for alleged damages to their insured (Robert Littlefield) on February 11, 2018.

~~Finance + Personnel~~
Finance + personnel
of sub council

CITY CLERK

February 19, 2018

City Of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

State Farm Claims
P.O. Box 52250
Phoenix AZ 85072-2250

RE: Claim Number: 49-2945-S88
Date of Loss: February 11, 2018
Our Insured: Robert Littlefield
Your Insured: City Of Sheboygan
Your Claim Number: Unknown
Your Policy Number: Unknown

To Whom It May Concern:

We have been informed you are the insurance carrier for City Of Sheboygan. Our investigation indicates your insured was responsible for this loss.

Please accept this letter as notice of our subrogation rights.

Should we be called upon to make payment under our policy, we will be looking to you for recovery.

If our insured is represented by an attorney, please understand their attorney does not represent the interest of State Farm® in this matter.

It is the practice of State Farm to resolve subrogation issues as amicably and expeditiously as possible.

If this claim involves Medical Payments Coverage (MPC), or Medical Expense Benefits, please contact us prior to settlement to obtain the current amount of our subrogation interest. Unless you advise us differently, we will assume you agree to honor our interest by issuing a separate check directly to us at the time of settlement.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any

49-2945-S88

Page 2

February 19, 2018

purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

If you have any questions, please contact us.

Sincerely,

Asia Kerr
Claim Specialist
(855) 341-8184

State Farm Mutual Automobile Insurance Company

FEB 23 '18 PM12:36

*Providing Insurance and Financial Services
Home Office, Bloomington, IL*



February 19, 2018

City Of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

State Farm Claims
PO Box 52250
Phoenix AZ 85072-2250

RE: Claim Number: 49-2945-S88
Date of Loss: 02/11/2018
Our Insured: Robert Littlefield

To Whom It May Concern:

We have been advised you were involved in an accident with our insured. The information we have been provided indicates you may be responsible for this accident.

Please accept this letter as notice of our subrogation rights. We will be looking to you or your insurance company for reimbursement.

If you have insurance, please call us or complete and return the following in the enclosed envelope.

Insurance Company: _____

Address: _____

Telephone Number: _____

Policy Number: _____

Claim Number: _____

Agent's Name: _____

Agent's Telephone Number: _____

If you were not insured at the time of the accident, please let us know. Once we have made all payments for this claim we will contact you for reimbursement. If you are unable to pay the full amount at once, we can set up a monthly payment plan.

49-2945-S88
Page 2
February 19, 2018

Sincerely,

Jessica Genet
Claim Associate
(855) 341-8184

State Farm Mutual Automobile Insurance Company

Enclosure(s): Return Envelope

cc: ****CARBON COPY****

PS: ****PS****

February 28, 2018

City Of Sheboygan-City Clerk's Office
828 Center Ave Ste 100
Sheboygan WI 53081-4442

Subrogation Services
PO Box 106172
Atlanta GA 30348-6172

RE: Claim Number: 49-2945-S88
Our Insured: Robert Littlefield
Date of Loss: February 11, 2018
Your Insured: City Of Sheboygan
Your Insured Driver: David Michael Smith
Your Claim Number: Unknown
Your Policy Number: Unknown
Loss Location: S 12th St
Sheboygan, WI

To Whom It May Concern:

We have been informed you are the liability carrier for the party involved in this loss with our insured. Our investigation indicates your insured is responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$0
042 - Uninsured Motorist PD	\$0
300 series/400 - Comp/Collision	\$72.22
501 - Rental/Loss of Use	\$0
600/050 - Med Pay/ PIP	\$0
Other	\$0
Salvage Recovery	\$0
Amount State Farm Paid	\$72.22
Insured Deductible	\$500.00
Total Claim Amount	\$572.22

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$572.22.

49-2945-S88
Page 2
February 28, 2018

Facts of Loss:

Your vehicle struck our insureds parked vehicle.

Please remit payment of this claim, or contact us to discuss settlement. Include our claim number on the payment. If you reimburse our insured's deductible directly, please advise us at time of payment. Thank you for your cooperation.

If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Kass Wooton
Claim Associate
(877) 787-8276 Ext. 6156926941
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure(s)

PS: 7017 3380 0001 1315 1685

DATE RECEIVED 3/5/18

RECEIVED BY JW

CLAIM NO. 36-17 33-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 5 '18 AM 11:21

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: State Farm Ins. a/s/o Robert Littlefield

2. Home address of Claimant: PO Box 106172 Atlanta GA 30348

3. Home phone number: 615-692-6941

4. Business address and phone number of Claimant: Same as above

5. When did damage or injury occur? (date, time of day) 2/11/18; 4:30PM

6. Where did damage or injury occur? (give full description) S. 12th St. Sheboygan, WI

7. How did damage or injury occur? (give full description) Your vehicle hit our insured's parked vehicle.

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: David Michael Smith

(b) Claimant's statement of the basis of such liability: City vehicle struck parked vehicle

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").

side mirror; no injuries

11. Name and address of any other person injured:

N/A

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

Auto: \$ 572.22
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
TOTAL \$ 572.22

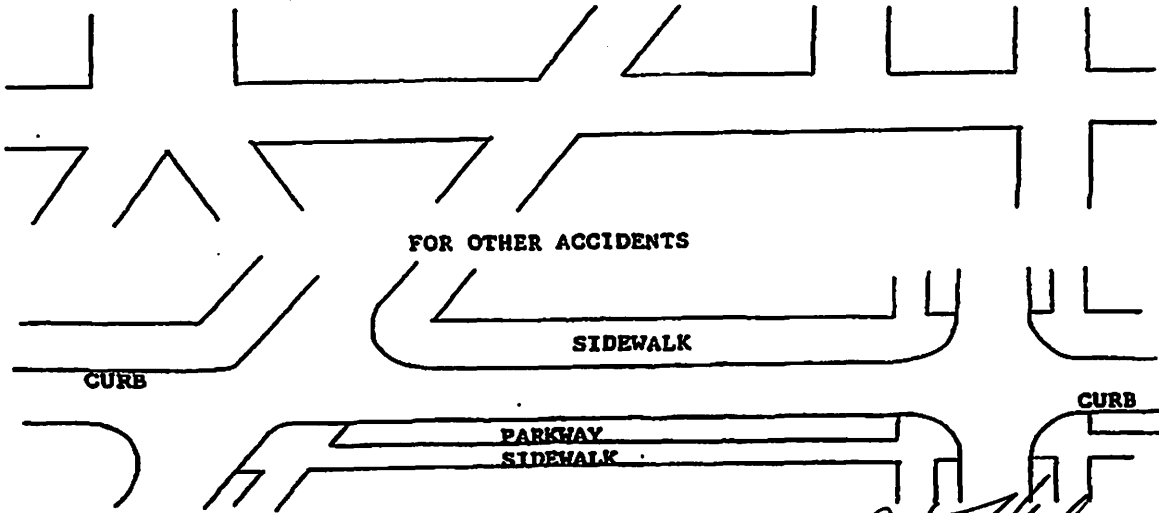
Damaged vehicle (if applicable)

Make: Toyota Model: Highlander Year: 2017 Mileage: N/A

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

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

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



SIGNATURE OF CLAIMANT

[Handwritten signature]

DATE

2/28/18

DATE RECEIVED 3/5/18

RECEIVED BY JW

CLAIM NO. 36-17 33-17

MAR 5 '18 AM 11:21

CLAIM

Claimant's Name:	<u>State Farm Ins also Robert Littlefield</u>	Auto	\$ <u>572.22</u>
Claimant's Address:	<u>PO Box 106172</u>	Property	\$ <u>—</u>
	<u>Atlanta GA 30348</u>	Personal Injury	\$ <u>—</u>
Claimant's Phone No.	<u>615-692-6941</u>	Other (Specify below)	\$ <u>—</u>
TOTAL			\$ <u>572.22</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 572.22.

SIGNED [Signature] DATE: 2/28/18

ADDRESS: PO Box 106172 Atlanta GA 30348

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

KOLOSSO COLLISION & DETAIL
3000 W. WISCONSIN AVE.
APPLETON, WI 54914
PHONE: (920) 738-3699 FAX: (920) 738-3690
FEDERAL ID 39-1208505

*** FINAL BILL ***

02/13/2018 08:34 AM

Owner: ROBERT LITTLEFIELD
Address: 317 HIDDEN RIDGES CT
City State Zip: COMBINED LCKS, WI 54113-1338

Home/Day: (920)423-3737
Home/Evening: (920)423-3737

Control Information

Claim # : 49-2945-S8801
Loss Date/Time: 02/11/2018 06:00 AM
Deductible: \$500.00

Insured Policy # :
Loss Type: Collision

Ins. Company: State Farm

Insured: ROBERT LITTLEFIELD
Address:

Home/Day: (920)423-3737
Home/Evening: (920)423-3737

Claim Rep: Prop E T1 CS Team
Address:

Work/Day: (855)341-8184

Inspection

Inspection Date: 02/12/2018 08:27 AM
Inspection Location: KOLOSSO COLLISION CENTER
Address: 3000 W. WISCONSIN AVE.

Inspection Type: Select Service
Contact:
Work/Day: (920)738-3699x
Home/Evening: (920)738-3666x
FAX: (920)738-3690x

City State Zip: APPLETON, WI 54914
Email: bodyshop@kolossotoyota.com

Primary Impact: Left Side
Driveable: Yes

Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 02/13/2018 08:07 AM
Appointment Date/Time: 02/13/2018 06:00 AM

Appraiser Name: Robert Femal

Appraiser License # :

Repairer: KOLOSSO COLLISION CENTER
Address: 3000 W. WISCONSIN AVE.
City State Zip: APPLETON, WI 54914

Work/Day: (920)738-3699

Home/Evening: (920)738-3666
FAX: (920)738-3690
Email: bodyshop@kolossotoyota.com

Repair Start Date/Time: 02/14/2018 09:50 AM
Repair Complete Date/Time: 02/14/2018 09:50 AM
Target Complete Date/Time: 02/14/2018 09:50 AM

Vehicle Drop Off Date/Time: 02/14/2018 09:49 AM
Vehicle Pick Up Date/Time: 02/14/2018 09:50 AM
Days To Repair: 1

Vehicle

2017 Toyota Highlander Limited 4 DR Wagon
 6cyl Gasoline 3.5
 8-Speed Automatic

Lic.Plate: 223DLF
Lic Expire:
Prod Date: 03/2017
Veh Insp# :
Condition:
Ext. Color: BLIZZARD PRL TRICOAT
Ext. Refinish: Three-Stage User Defined
Ext. Paint Code: 70

Lic State: WI
VIN: 5TDDZRFH6HS407810
Mileage: 7,504
Mileage Type: Actual
Code: Y6552C
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	3rd Row Head Airbags
4-Wheel Drive	AM/FM CD Player	Anti-Lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Automatic Power Locks
Auxiliary Audio Input	Black Grille	Blind Spot Sensor
Camper/Towing Package	Carpeting	Center Console
Chromed Alloy Wheels	Color-Keyed Bumper(s)	Compact Spare Tire
Cruise Control	Daytime Running Lights	Digital Clock
Digital Signal Processor	Driver Information Sys	Driver Seat Memory
Dual Air Conditioning	Dual Airbags	Dual Power Seats
Dual Zone Auto A/C	Elect. Stability Control	Electric Steering
Flip-Up Liftgate Window	Fog Lights	Garage Door Opener
Halogen Headlights	Head Airbags	Heated W/S Wiper Washers
Heated/Cooled Frt Seats	High Definition Radio	IPOD Control
Illuminated Visor Mirror	Intermittent Wipers	JBL Sound System
Keyless Access System	Keyless Entry System	Keyless Ignition System
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Mirror(s) Memory
Mud/Splash Guards	Navigation System	Overhead Console
Power Brakes	Power Liftgate	Power Moonroof
Power Windows	Privacy Glass	Pwr Accessory Outlet(s)
Pwr Driver Lumbar Supp	Rear Collisn Mitigation	Rear Heater
Rear Side Wndw Sunshades	Rear Spoiler	Rear View Camera
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Reverse Sensing System	Roof Rails	Second Row Bucket Seats
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Third Seat (trucks)	Tilt & Telescopic Steer	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
USB Audio Input(s)	Wireless Audio Streaming	Wireless Phone Connect

Damages

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

Front Doors

1	E	266	#	Cover,Frt Door Mirror LT	879450E040A0	\$73.44	0.2	SM
				# = 01, 49				
2	E	1584		Housing,Mirror Outer LT	879400E282	\$419.33*	0.7	SM
				>> No Good Used Per Car part.com				
2		Items						

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
 49 UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$492.77	
Parts & Material Total		\$492.77
Tax on Parts & Material	@ 5.000%	\$24.64

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	0.9		0.9	\$52.20
Mech/Elec (ME)	\$58.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00				

Labor Total		0.9 Hours	\$52.20
Tax on Labor	@ 5.000%		\$2.61
Gross Total			\$572.22
Less: Deductible			\$500.00-
Net Total (Final Bill)			\$72.22

Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!



Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 54914 Geo 54914
 Rate Name Default

Audatex Estimating 8.0.414 ES 02/17/2018 09:51 AM REL 8.0.414 DT 01/01/2018 DB 02/15/2018
 © 2018 Audatex North America, Inc.

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.

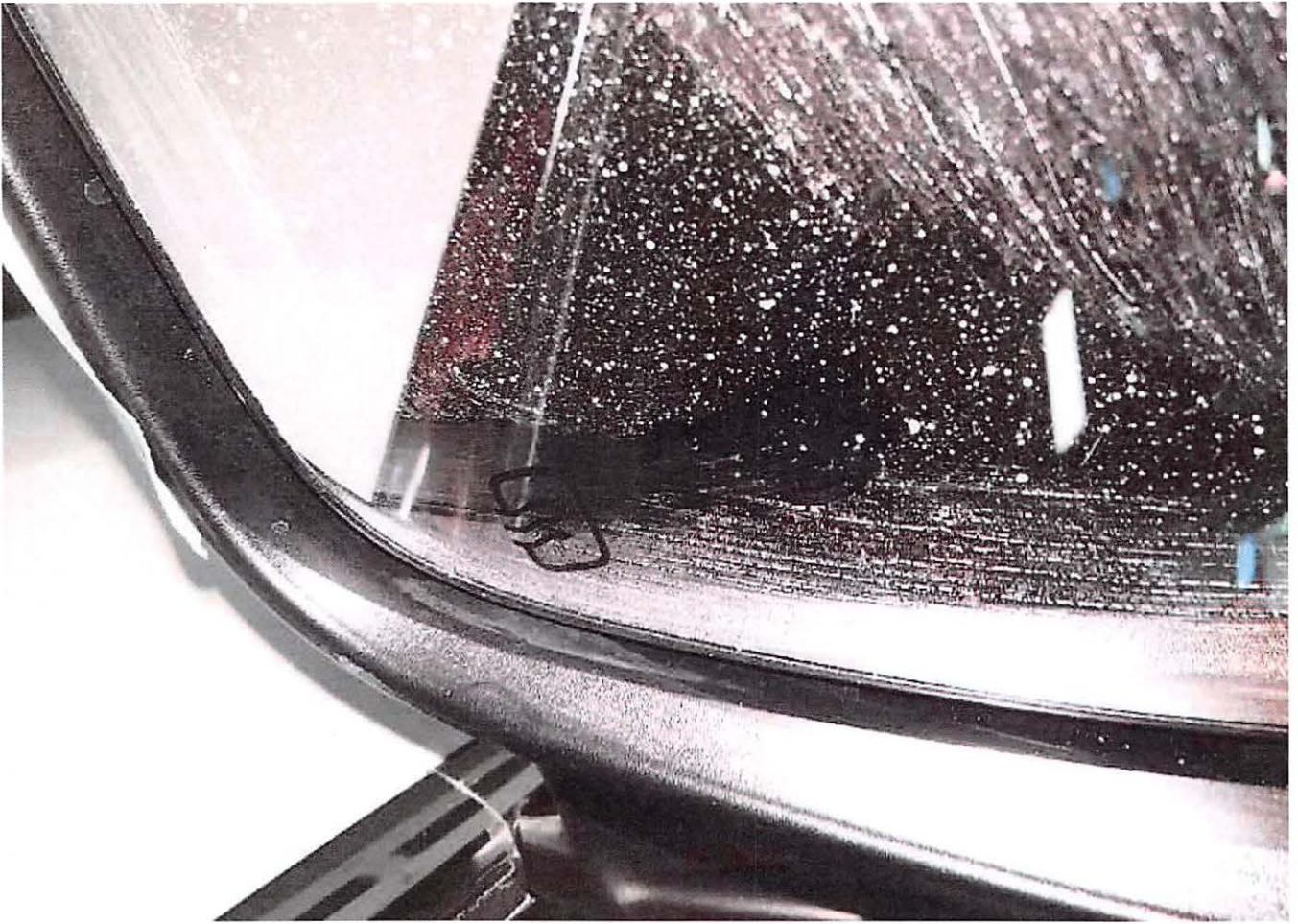
Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = New Part
NG= Replace NAGS	EC = ** NON-OEM PART	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = ** NON-OEM PART
EU = RECYCLED PART	TE = Partial Replace Price	PM= REMAN/REBUILT PART
UM= REMAN/REBUILT PART	L = Refinish	PC = RECOND PART
UC = RECOND PART	TT = Two-Tone	SB = Sublet Repair
N = ADDITIONAL OPERATION	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG= Chippguard	RI = R & I Assembly
P = Check	RP = RP-RELATED PRIOR	

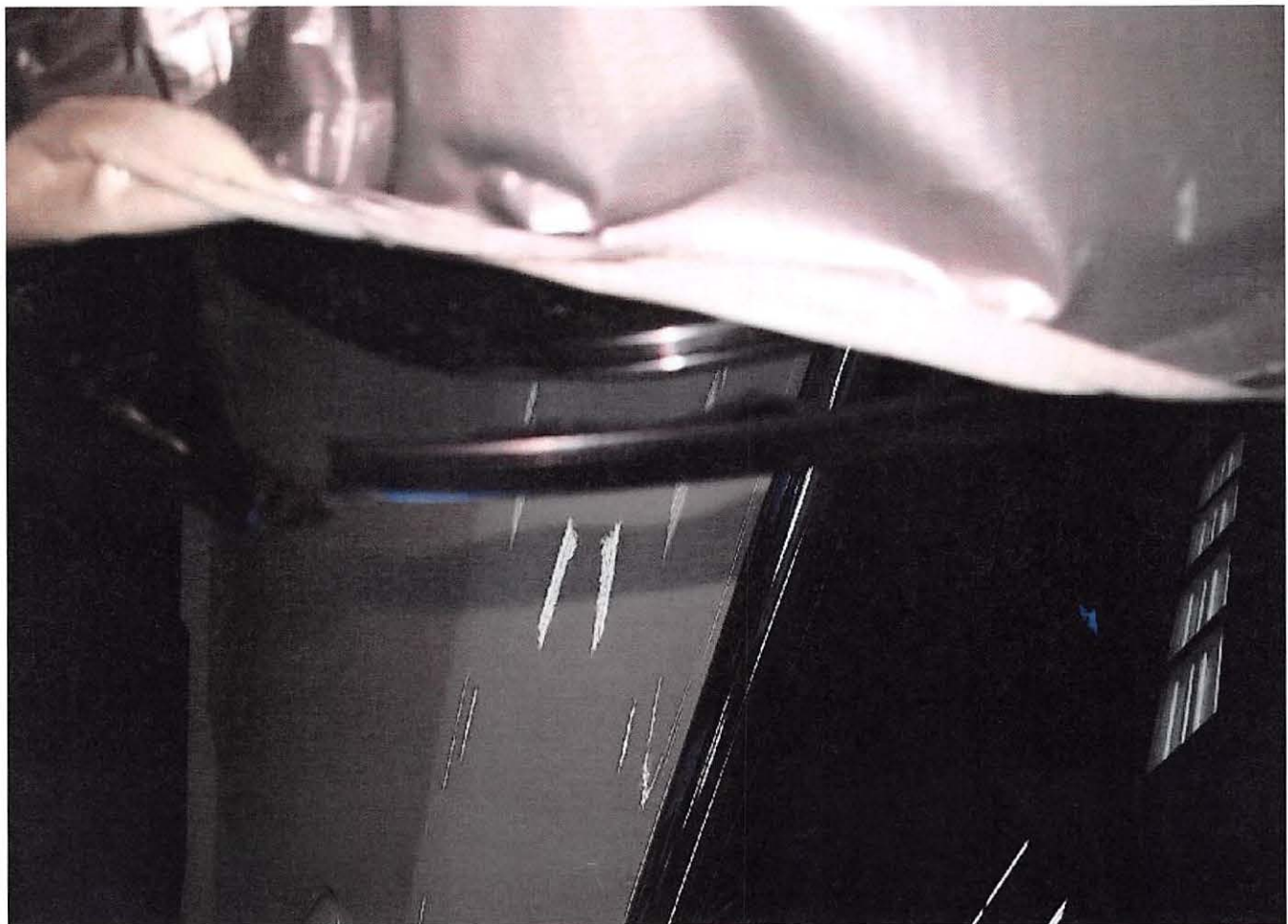
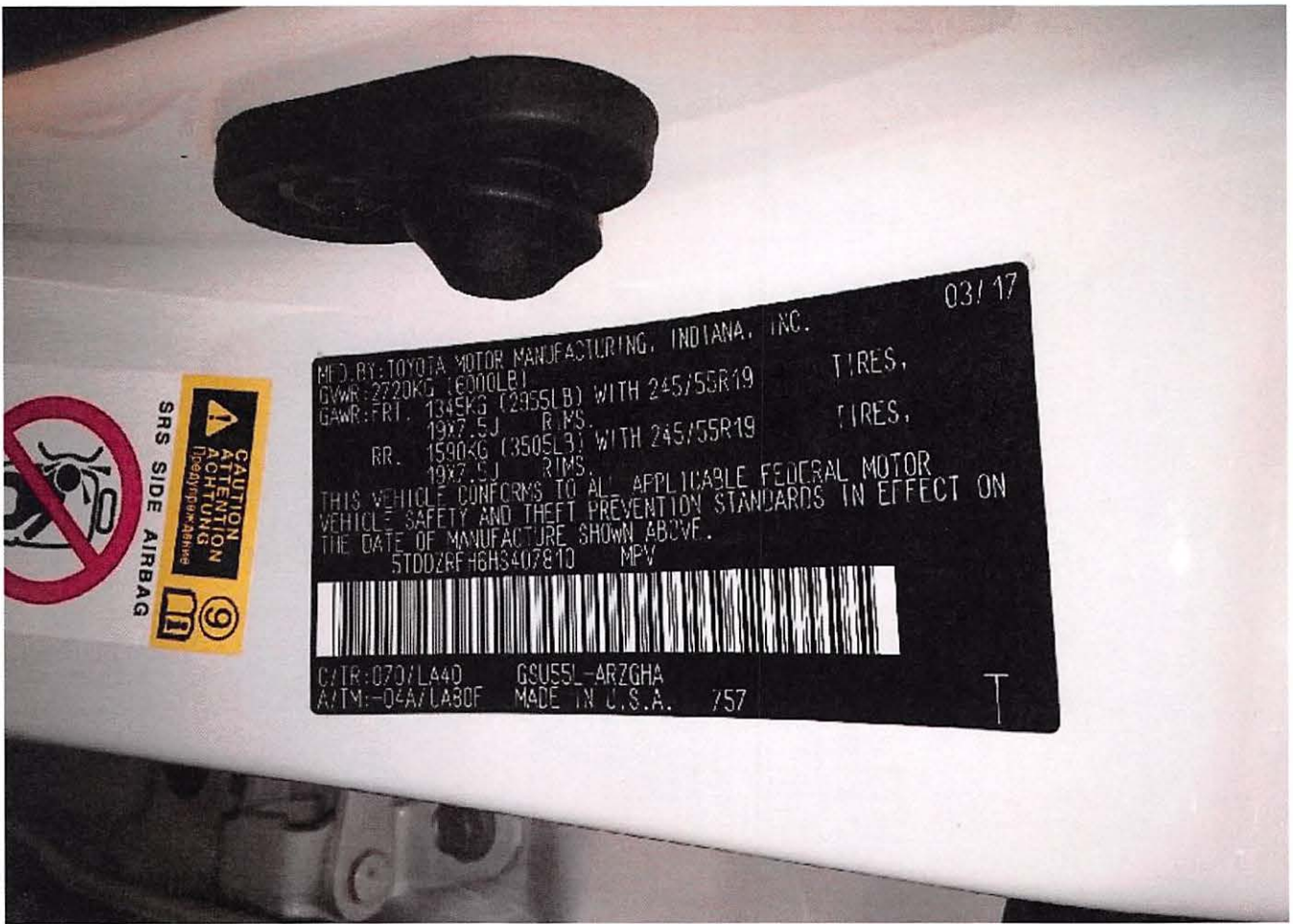
	<p>This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.</p> <p>© 2018 Audatex North America, Inc. AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.</p> 
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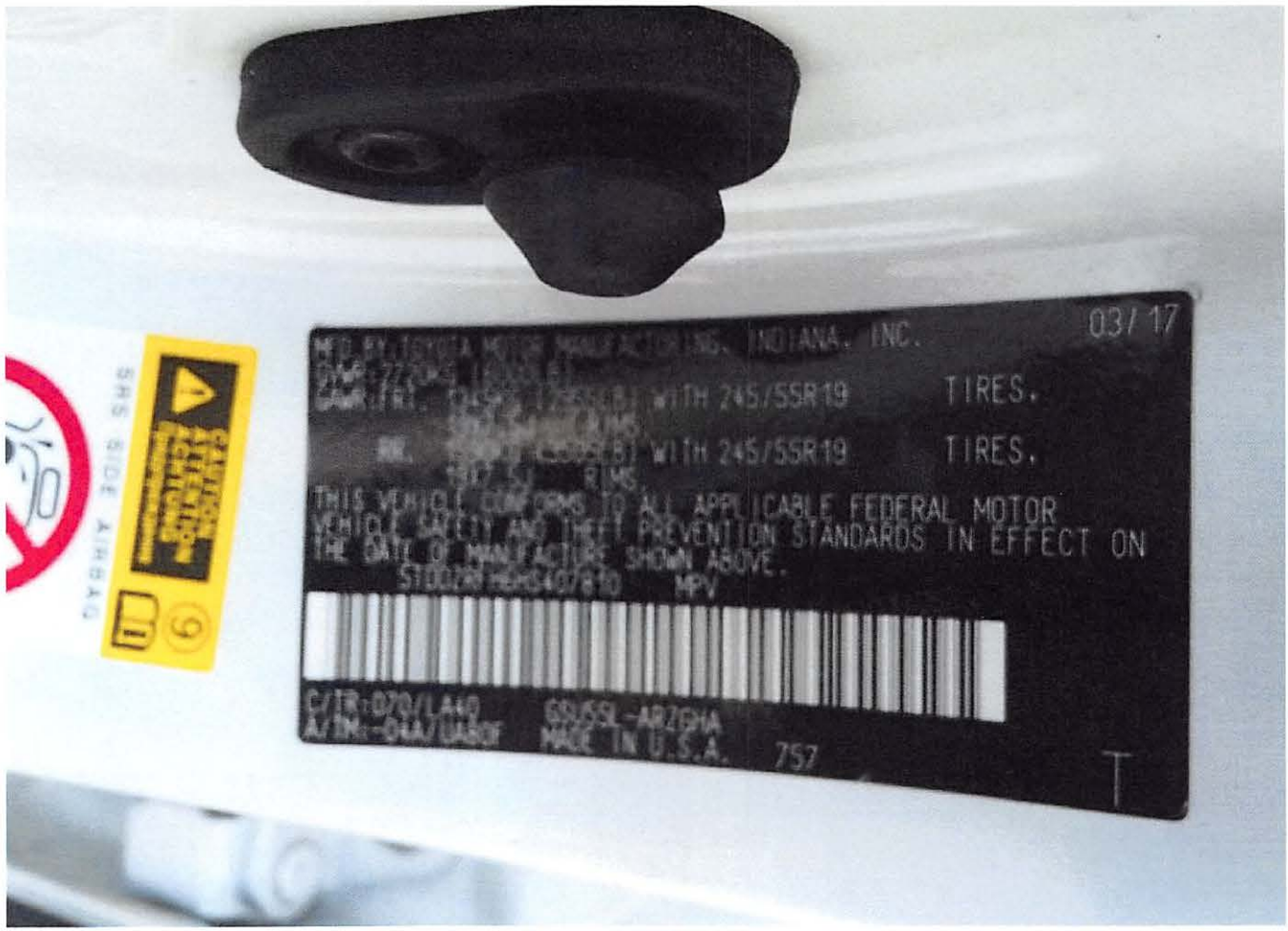












03/17

MFD BY: TOYOTA MOTOR MANUFACTURING, INDIANA, INC.

GVWR: 2720KG (6000LB)

GAWR: FRT. 1345KG (2955LB) WITH 245/55R19

TIRES,

19X7.5J RIMS.

RR. 1590KG (3505LB) WITH 245/55R19

TIRES,

19X7.5J RIMS.

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

5TDDZRFH6HS407810 MPV



C/TR:070/LA40

GSU5SL-ARZGHA

A/TM:-04A/UA80F

MADE IN U.S.A.

757

T



697274471

Wisconsin Motor Vehicle **G7L0C3B01M**

Accident Report MV4000e 01/2005

PK2011

POLICE # C18-02860

ACCIDENT #

<input type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number G7L0C3B01M		Document Override Number		
Agency Accident Number				Police Number C18-02860						
4 - Accident Date 02/11/2018		5 - Time of Accident (Military Time) 1617		6 - Total Units 2		7 - Total Injured		8 - Total Killed		
County SHEBOYGAN - 59		Municipality SHEBOYGAN - 00 CITY				Accident Location NON-INTERSECTION				
14 - On Hwy No.		14 - On Street Name S 12TH ST			14 - Bus/Frn/Rmp		15 - Est. Dist 315		F/U/M F	15 - Hwy. Dir SOUTH
16 - Fr/At Hwy No.		16 - From/At Street Name ASHLAND AVE			16 - Business/Frontage/Ramp					
17 - Structure Type		17 - Structure Number		12 - Latitude 43.728894041156			13 - Longitude -87.71970428283			
80 - First Harmful Event PARKED MOTOR VEHICLE				93 - Manner of Collision SIDESWIPE. SAME DIRECTION						
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITMINOUS) - 2				
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)										
117 - Relation To Roadway ON-ROADWAY										
114 - Light Condition DAYLIGHT			116 - Road Surface Condition SNOW/SLUSH			118 - Weather CLEAR				
<input type="checkbox"/> 9 Hit and Run	<input type="checkbox"/> 9 Government Property		<input type="checkbox"/> 9 Fire		<input type="checkbox"/> 9 Photos Taken		<input type="checkbox"/> 9 Trailer or Towed			
<input type="checkbox"/> 9 Truck, Bus, or Hazardous Materials			<input type="checkbox"/> 9 Load Spillage		<input type="checkbox"/> 9 Construction Zone		<input type="checkbox"/> 9 Names Exchanged			
<input checked="" type="checkbox"/> 101 Supplemental Reports			<input type="checkbox"/> 102 Witness Statements			<input type="checkbox"/> 103 Measurements Taken		79 - E M S Number		

Operator/Pedestrian

Unit Status		81 - Most Harmful Event. Collision With PARKED MOTOR VEHICLE			23 - Dir Of Travel SOUTH		24 - Speed Limit 25	
36 - Operating as Classified B		37 - Endorsements			35 - <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number S5017238128803		30 - State WI		31 - Expiration Year 2024		34 - On Duty Accident		
28 - Operator/Pedestrian Last Name SMITH		24 - First Name DAVID		25 - Middle Name MICHAEL		26 - Suffix		
32 - Date Of Birth 08/08/1981		33 - Sex M						
26 - Address - Street & Number 320 N WISCONSIN DR						26 - PO Box		
27 - City SHEBOYGAN			27 - State WI		27 - Zip Code 53083		28 - Telephone Number 920-565-3220	
39 - Seat Position FRONT-SEAT-LEFT				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED				
38 - Injury Severity N - NO APPARENT INJURY			41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 - <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location			92 - Pedestrian Action			
119 - What Driver Was Doing GOING-STRAIGHT			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01

697274471

Wisconsin Motor Vehicle
Accident Report MV4000e 01/2005
 PK2011

G7L0C3B01M

Page 2 of 4

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type SNOWPLOW		22 - Total Occupants 1	
	56 - License Plate Number 9953		57 - Plate Type MUN		58 - Vehicle Identification Number HTWDAAR95J032899	
	50 - Year 2005	51 - Make INTL	52 - Model	53 - Body Style	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage NO DAMAGE					
	95 - Extent Of Damage NONE		<input type="checkbox"/> 96 - Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	Date Of Birth					
	46 - Company Name SHEBOYGAN CITY OF					
	47 - Address Street & Number 828 CENTER AVE # 205			47 - PO Box		
48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number	

Insurance

INS 01	63 - Liability Insurance Company CITY OF SHEBOYGAN				60 <input checked="" type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name		61 - Policy Holder First Name			
	61 - Policy Holder Company SHEBOYGAN CITY OF					

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From		School Name	Body Make	Seating Capacity
	School District Contracted With				

Operator/Pedestrian

Unit Status L - LEGALLY PARKED		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel	24 - Speed Limit 25
36 - Operating as Classified		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
28 - License Plate Number		29 - State	30 - Expiration Year	31 - On Duty Approval	
25 - Operator/Pedestrian Last Name		25 - First Name		25 - Middle Initial	25 - Suffix
32 - Date Of Birth		33 - Sex			
26 - Address Street & Number				26 - PO Box	

697274471

**Wisconsin Motor Vehicle
Accident Report** MV4000e 01/2005
PK2011

G7L0C3B01M

Page 3 of 4

OPERATOR/PEDESTRIAN 02	27 - City		27 - State	27 - Zip Code	28 - Telephone Number	
	39 - Seat Position			40 - Safety Equipment		
	38 - Injury Severity		41 - Airbag	42 - Ejected		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY-PARKED			120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors					
	88 - Driver or Pedestrian Cond		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test		90 - Alcohol Content		91 - Drug Test	
	91 - Drugs Reported					
124 - Highway Factors						

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants
	46 - Vehicle Identification Number 5TDZRF6H5407810					
	50 - Year 2017	51 - Make TOYT	52 - Model HIGHLANDER	53 - Body Style UT	54 - Color	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage MIDDLE DRIVER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name LITTLEFIELD		46 - First Name ROBERT		46 - Middle Initial W	46 - Suffix
	46 - Company Name		Date Of Birth 07/02/1939			
	47 - Address Street & Number 317 HIDDEN RIDGES CT			47 - PO Box		
	48 - City COMBINED LOCKS		48 - State WI	48 - Zip Code 54113		49 - Telephone Number 920-423-3737

Insurance

INS 02	63 - Liability Insurance Company STATE FARM GENERAL INS CO				60 <input checked="" type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name LITTLEFIELD			61 - Policy Holder First Name ROBERT		
	61 - Policy Holder Company					

697274471

Wisconsin Motor Vehicle
Accident Report MV4000e 01/2005
 PK2011

G7L0C3B01M

Page 4 of 4

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT 2 WAS LEGALLY PARKED FACING SOUTH, DIRECTLY IN FRONT OF 2328 S 12TH ST. UNIT 2 WAS HEADING SOUTH ON S 12TH ST, APPROACHING UNIT 2. WHEN UNIT 1 GOT CLOSE TO UNIT 2, IT GOT TOO CLOSE AND THE PLOW BLADE STRUCK THE DRIVER SIDE MIRROR OF UNIT 2. #405</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name INGER	125 - First Name BRIAN	125 - Middle Initial	131 - Officer ID 405
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 02/11/2018	133 - Time Notified (Military Time) 1617	134 - Time Arrived (Military Time) 1618	135 - Date Of Report 02/11/2018
	Agency Accident Number	Police Number C18-02860	19 - Special Study	
	18 - Agency Space SQUAD #16			

IV

5.25

R. C. No. 300 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 305-17-18 by City Clerk submitting a claim from Acuity Insurance for alleged damages to their insured vehicle, owned by Heather and David Andrews, that occurred on January 16, 2018; recommends referring to Finance and Personnel Committee of the new council.

*Finance Personnel
2018/2019
act file*

James A. Boh

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

4.7

R. O. No. 305 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from Acuity Insurance for alleged damages to their insured vehicle, owned by Heather and David Andrews, that occurred on January 16, 2018.

*Finance +
Personnel
of new council.*

CITY CLERK



FEB 20 '18 PM 12:52



Claim # 32-17

February 13, 2018



CITY OF SHEBOYGAN
820 CENTER AVE #205
SHEBOYGAN WI 53081

Your Claim Number: Unknown
Your Insured: CITY OF SHEBOYGAN
Our Claim Number: PY2211
Our Insured: HEATHER A & DAVID E ANDREWS
Date of Loss: 01/16/2018
Type of Loss: AUTO
Location: 1630 N 2ND ST, SHEBOYGAN, WI 53081
Salvage Pending: Y or N

Dear Sir or Madam:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

Payment	\$3,772.06
Deductible	\$500.00
Salvage Deduction	\$0.00
Total Amount Owed Acuity	\$4,272.06

Please mail the drafts to the address listed below:

Acuity
Claims Department
PO Box 58
Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Pfister". The signature is fluid and cursive, with the first name "Steven" and last name "Pfister" clearly distinguishable.

STEVEN S PFISTER
Claims Department
Steven.Pfister@acuity.com
Enclosure(s)



PY2211

1 - PEND CL
AUTO - ROAD AND RESIDENCE -
AUTO

Payment List Print

ANDREWS, HEATHER A & DAVID E

Loss Location: WI
Loss Date: 01/16/2018

Requestor: STEVEN S PFISTER

Run Date: 02/13/2018

Time: 9:14AM

Payment Amount: \$508.46

Payment Number: 12176169

Pay To: ENTERPRISE HOLDINGS INC

Pay Period:

Mail To: ENTERPRISE HOLDINGS INC
PO BOX 840086
KANSAS CITY MO 64184

Invoice Number:

Issued Date: 02/09/2018

Accounting Status: Outstanding

Service Dates:

In Payment Of: INVOICE D065999-4481

Remarks:

Payment Amount: \$50.00

Payment Number: 12163751

Pay To: SHEBOYGAN CHEVROLET OLDSMOBILE CADI

Pay Period:

Mail To: SHEBOYGAN CHEVROLET OLDSMOBILE CADI
3400 S BUSINESS DR
SHEBOYGAN WI 53081

Invoice Number:

Issued Date: 01/25/2018

Accounting Status: Honored 01/31/2018

Service Dates:

In Payment Of: TOW BILL DAVID ANDREWS

Remarks:

Payment Amount: \$3,213.60

Payment Number: 12163053

Pay To: HEATHER A & DAVID E ANDREWS

Pay Period:

Mail To: HEATHER A & DAVID E ANDREWS
1630 N 2ND ST
SHEBOYGAN WI 53081

Invoice Number:

Issued Date: 01/24/2018

Accounting Status: Honored 01/31/2018

Service Dates:

In Payment Of: TOTAL LOSS SETTLEMENT 2008 SATURN
ASTRA

Remarks:

PY 22401

G7L09QKRG6
C18-01098

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L09QKRG6

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy OFFICER CAROLINA CONTRERAS	
Crash Date 01/16/2018		Crash Time 11:30 AM	Date Arrived 01/16/2018	Time Arrived 11:38 AM	
Date Notified 01/16/2018		Time Notified 11:31 AM	Total Units 02	Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Location			
ON N 2ND ST 100 FT S OF LAKE CT IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.76225816	Longitude -87.7029299	Lat/LongSource TLT/ILT
	X Coordinate 443418.5937	Y Coordinate 4845708	On Roadway Link ID# 4648302
	Override <input type="checkbox"/>	Tribal Land	Structure Type NO STRUCTURE
Access Control		On Roadway Link Offset 100	

Crash Scene	
First Harmful Event PARKED MOTOR VEHICLE	First Harmful Event Location ON ROADWAY
Manner of Collision 06--SIDESWIPE/OPPOSITE DIRECTION	Light Condition DAYLIGHT
Road Surface Condition(s) WET, SNOW, SLUSH	Environment Factor(s) NONE
Roadway Factor(s) NONE	Weather Condition(s) CLEAR
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL
Within Interchange Area NO	Junction Location NON-JUNCTION
	Intersection Type NOT AN INTERSECTION
	Special Study

Unit Summary

01 UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification A CLASS	Unit Type TRUCK			
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)			Operating As Endorsements		
	Total Occs 1	Train/Bus # Injured	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 0	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO		
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT	Road Grade LEVEL		
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR					

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C18-01098

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01	Role DRIVER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL
	Last Name GILLIAM		First Name JAMES		Middle Initial J
INDIVIDUAL 01	Street Address 2520 S 17TH ST		Street Address 2		PO Box
	City SHEBOYGAN		State WI	Zip Code 53081	Country of Residence UNITED STATES
UNIT 01	DOB 01/18/1985	Sex M	Race B	Hair BLACK	Eyes BROWN
	Height 506		Weight 170	Phone Number (920) 254-6548 EXT.	
INDIVIDUAL 01	Driver's License Number G4504508501808		State WI	License Jurisdiction STATE	Country of Issuance UNITED STATES
	License Type COMMERCIAL DRIVER LICENSE (CDL)		License Status VALID LICENSE		DL Expire Year 2020
UNIT 01	Equipment On Duty Accident WINTER-HWY-MAINTENANC		Safety Equipment		
	Seat Position 1-FRONT SEAT-LEFT SIDE (DRIVER/MOTORC		SHOULDER & LAP BELT		
INDIVIDUAL 01	Helmet Use		Helmet Compliance		
	Eye Protection		Tint Compliance		
UNIT 01	Injury Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED		
	Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA	Trapped/Extricated NOT TRAPPED	
INDIVIDUAL 01	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #	
	Hospital		Date of Death	Time of Death	
UNIT 01	Non Motorist Striking Unit #		Location	To/From School	
	Prior Action		Action		
INDIVIDUAL 01	Drug & Alcoh Individual Condition APPEARED NORMAL		Action Other		
	Suspected Alcohol Use NO		Suspected Drug Use NO		
UNIT 01	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results		
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results		
Drug Type					
INDIVIDUAL 01	License Plate Number 74104		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1HTWXAHT07J527800			Year 2007	Make INTERNATIONAL
Model SNOWPLOW		Body Style CB - CAB CHASSIS		Color BLU - BLUE	

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C18-01098

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE 01	Initial Contact Point 11-LEFT FRONT CORNER		Vehicle Damage NO DAMAGE		
	Extent Of Damage NO DAMAGE		Towed Due To Damage NOT TOWED		
	Towed Due To Damage NOT TOWED		Vehicle Factors NOT APPLICABLE		
	Vehicle Removed By OPERATOR		Driver Prior Action Other		
	What Driver Was Doing GOING STRAIGHT		Bus Use NOT A BUS		
	Driver Actions NO CONTRIBUTING ACTION		Driver Distractions NOT DISTRACTED		
	<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address		
	Organization Type ORGANIZATION/COMPANY		Company Name SHEBOYGAN CITY OF		
	Last Name		First Name	Middle	Suffix
	Date of Birth				
Street Address 828 CENTER AVE # 205		Street Address2		PO Box	
City SHEBOYGAN		St WI	Zip Code 53081	Country of Residence UNITED STATES	
Telephone Number (920) 459-3366 EXT.					
UNIT EVENT 01	Event PARKED MOTOR VEHICLE				
UNIT EVENT 02	Event				
UNIT EVENT 03	Event				
UNIT EVENT 04	Event				
UNIT INSURANCE 01	Insurance Company SELF INSURED		<input checked="" type="checkbox"/> Policy Holder Same As Owner		<input type="checkbox"/> Policy Holder Same As Driver
	Organization Type ORGANIZATION/COMP		Last Name		First Name
	Policy Holder Company SHEBOYGAN CITY OF				
	<input type="checkbox"/> Use Vehicle Owner Same as Carrier		Source		
US DOT #		Carrier Name			
UNIT CARRIER 01	Carrier Address		Carrier Address 2		Carrier PO Box Number
	City		State	Zip Code	Country of Residence
	GVWR		Vehicle Configuration		Cargo Body Type
	Carrier Type		Permitted Load		
UNIT TRUCK BUS 01	<input type="checkbox"/> OS/OW Load		WI Permit Number		<input type="checkbox"/> Permitted Vehicle On Permitted Route
	<input type="checkbox"/> Escort Vehicle Required By Permit		<input type="checkbox"/> Escort Vehicle Present		
	Measured Height		Measured Length		Measured Width
Measured Weight					

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C18-01098

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333



Unit Summary

02 UNIT	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE		
	Vehicle Type PASSENGER CAR				Operating As Endorsements		
	Total Occs 0	Train/Bus # Injured	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0		
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2		
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO		
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL		
	Truck Bus or HazMat NO						
	02 VEHICLE	License Plate Number 499YWE		Plate Type AUT - AUTOMOBILE		St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number W08AT271885095288				Year 2008	Make SATURN
Model ASTRA		Body Style HB - HATCHBACK		Color BLU - BLUE			
Initial Contact Point 11-LEFT FRONT CORNER		Vehicle Damage 7-LEFT REAR CORNER, 10-LEFT SIDE FRONT, 11-LEFT FRONT CORNER					
Extent Of Damage FUNCTIONAL DAMAGE		Vehicle Factors NOT APPLICABLE					
Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR					
What Driver Was Doing LEGALLY PARKED		Driver Prior Action Other		Bus Use NOT A BUS			
Driver Actions NO CONTRIBUTING ACTION		Driver Distractions NOT DISTRACTED					

G7L09QKRG6
C18-01098

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address			
Organization Type INDIVIDUAL		Company Name			
Last Name ANDREWS		First Name DAVID	Middle E	Suffix	Date of Birth 07/27/1978
Street Address 1630 N 2ND ST		Street Address2		PO Box	
City SHEBOYGAN		St WI	Zip Code 53081	Country of Residence UNITED STATES	
Telephone Number (920) 918-6720 EXT.					
UNIT HOL DER 02 03 04	Event MOTOR VEH IN TRANSPORT				
02	Event				
03	Event				
04	Event				
Insurance Company ACUITY, A-MUTUAL-INSURANCE-CO		<input checked="" type="checkbox"/> Policy Holder Same As Owner		<input type="checkbox"/> Policy Holder Same As Driver	
Organization Type INDIVIDUAL		Last Name ANDREWS	First Name DAVID	Policy Holder Company	

Description

Diagram

Reconstruction By
Photos By DEPARTMENT OF PUBLIC WORKS

Additional Information

G7L09QKRG6
C18-01098

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333



PHOTOS

UNIT 1 STATED HE WAS DRIVING SOUTH ON N 2ND ST PLOWING THE SNOW ON THE STREET WHEN THE LEFT BLADE STRUCK UNIT 2 ON THE LEFT PASSENGER SIDE CORNER. UNIT 1 STATED ANOTHER VEHICLE WAS PARKED ON THE OPPOSITE SIDE OF THE STREET, MAKING THE STREET NARROW TO GET THROUGH

Signature

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

Law Enforcement Agency

Agency Space SQUAD 8 VIDEO NO BODY CAM YES				
Officer Rank OFCR	Officer Last Name CONTRERAS	Officer First Name CAROLINA	Officer Middle Name	Suffix
DOT Officer ID 453		DNR Officer ID	Officer Badge Number 453	
Officer EMail				
Local Agency Number 5961	Law Enforcement Agency Jurisdiction SHEBOYGAN		Law Enforcement Agency type CITY POLICE	
Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			TAS Agency Name SHEBOYGAN POLICE DEPARTMENT	
Law Enforcement Agency Street Address 1315 N 23RD ST			Law Enforcement Agency Street Address2	
Law Enforcement Agency City		LEA State	Law Enforcement Agency Zip Code	

G7L09QKRG6
C18-01098

**Wisconsin Motor Vehicle
Crash Report**

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

SHEBOYGAN	WI	53081	
Law Enforcement Agency Phone Number (920) 459-3333 EXT.	ORI Number WI0600200	BFUNC Agency 5961	TraCS Agency Number 427

**TOWING
REPORT**

Shelby Body Shop 4/19/18

TO: 08 - Parker Plaza Bldg
499 YW

ADDRESS: 172422
1690 W 2nd St

PHONE: 920-487-4417
FACILITY: Shelby Body Shop

TO: David Anderson
918-6770

- START
- BATTERY
- FLAT TIRE
- GAS
- LOCKOUT
- WRECK
- TOW
- CARRIER
- FLAT TIED
- INSURED

DISCOVER
 DISCOVER

WORKSHEET NO: X PWA 228610

WORKSHEET NO: X Auct 246

0096752

TOTAL 500

PY2211



Rental Company: ENTERPRISE RENT-A-CAR
 -Invoice: D065999-4481
 Alternate Invoice Number: 14YS2M

Bill To: AUK4481
 ACUITY INS
 ATTN: STEVEN PFISTER
 PO BOX 58
 SHEBOYGAN, WI 53082

RENTAL DETAIL:

Rental Period: 1/18/18 to 2/3/18 (17 days)
 Billed Period: 1/18/18 to 2/3/18 (17 days)

RENTER INFORMATION:
 Renter: ANDREWS, DAVE

Products and Services	Rate	Amount
17 TIME & DISTANCE	27.74	\$471.58
0 REFUELING CHARGE	0.00	\$0.00
Taxes and Surcharges		
17 TITLE AND REGISTRATION FEES	0.61	\$10.37
1 SALES TAX	5.50%	\$26.51
Total Charges:		\$508.46
Less Amount Received:		\$0.00
Total Amount Due:		\$508.46

RENTAL INFORMATION:
 Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4481)
 3060 S BUSINESS DR
 SHEBOYGAN, WI 530816521
 (920) 458-1414

ADDITIONAL CLAIM INFORMATION:
 Claim Number :PY2211-1
 Claim Type: Insured
 Vehicle Condition: Non-Driveable
 Date Of Loss: 1/16/18
 Insured Name: HEATHER A & DAV
 ANDREWS
 Owner's Vehicle: 2008 SATU
 ASTRAOTHER
 Additional Driver:
 Secondary Rental: Yes

Repair Facility:
 UNKNOWN SHOP
 ST. LOUIS, MO 63105
 (999) 999-9999

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
1/18/18 1:09 PM	2017	NISN	ALTI	1N4AL3AP9HC133882	38654	40358	1704	\$27.74

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

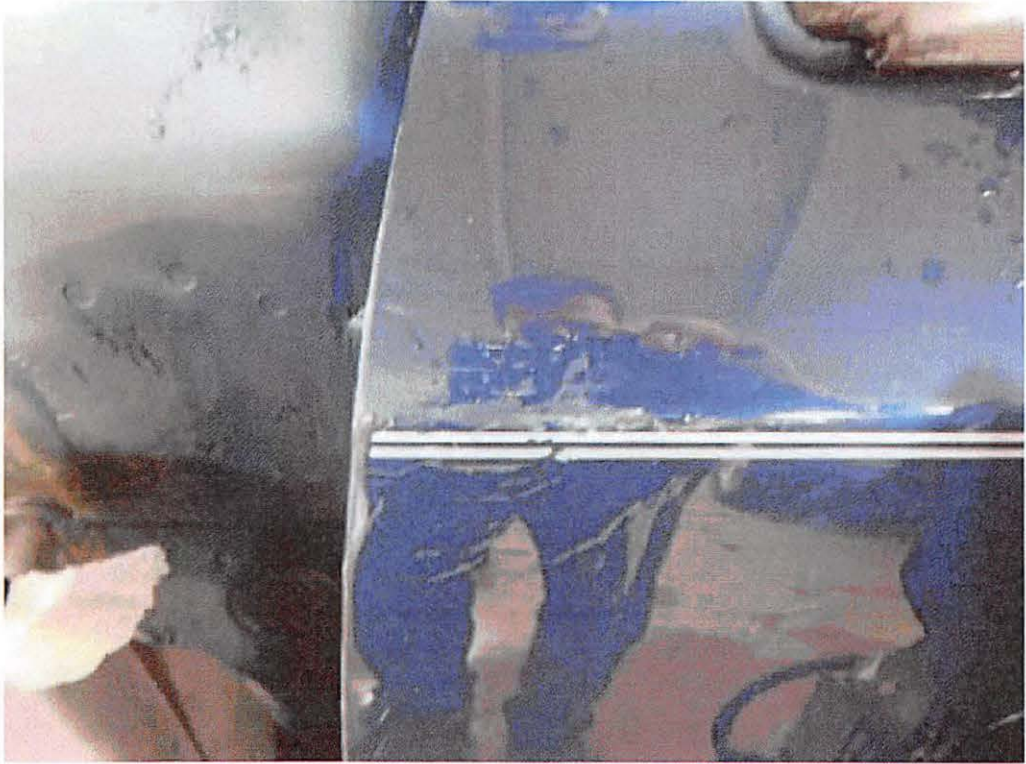
Total Charges: \$508.46
Less Amount Received: \$0.00
Total Amount Due..... \$508.46

Please include on your check:
 Invoice: D065999-4481









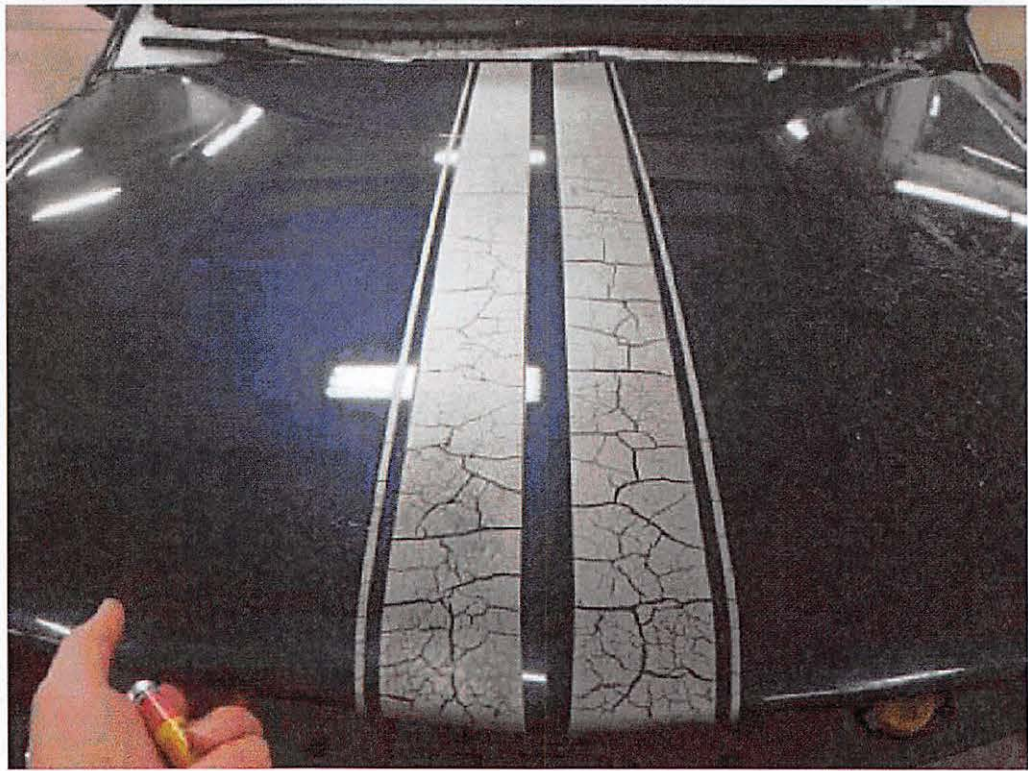
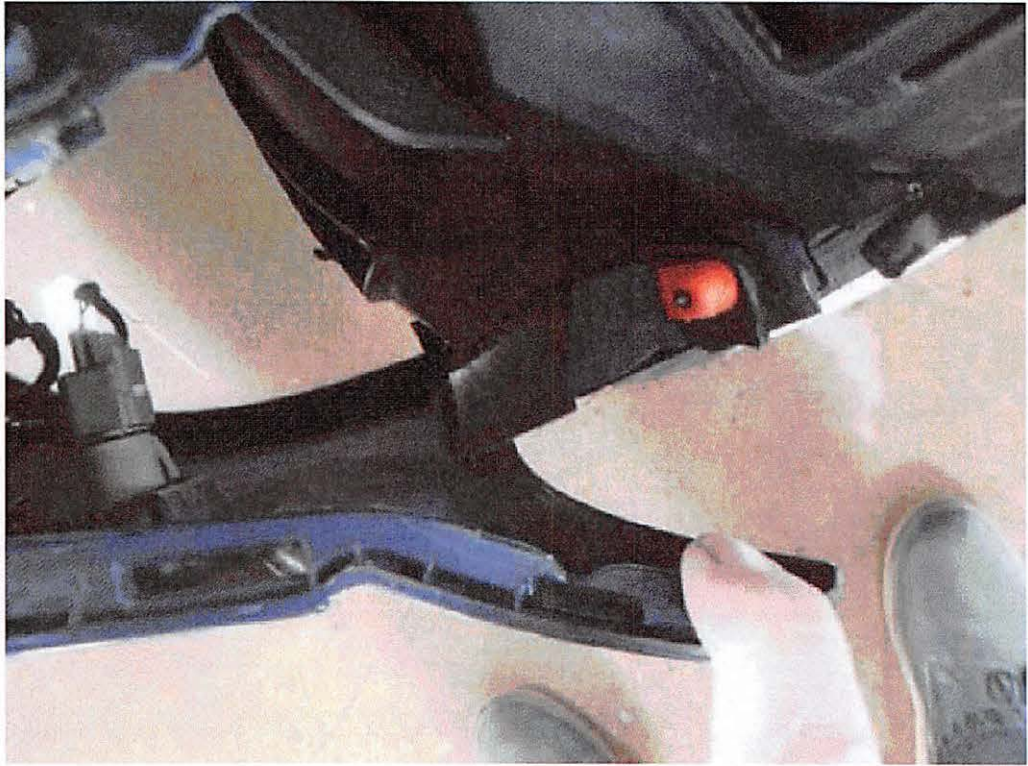




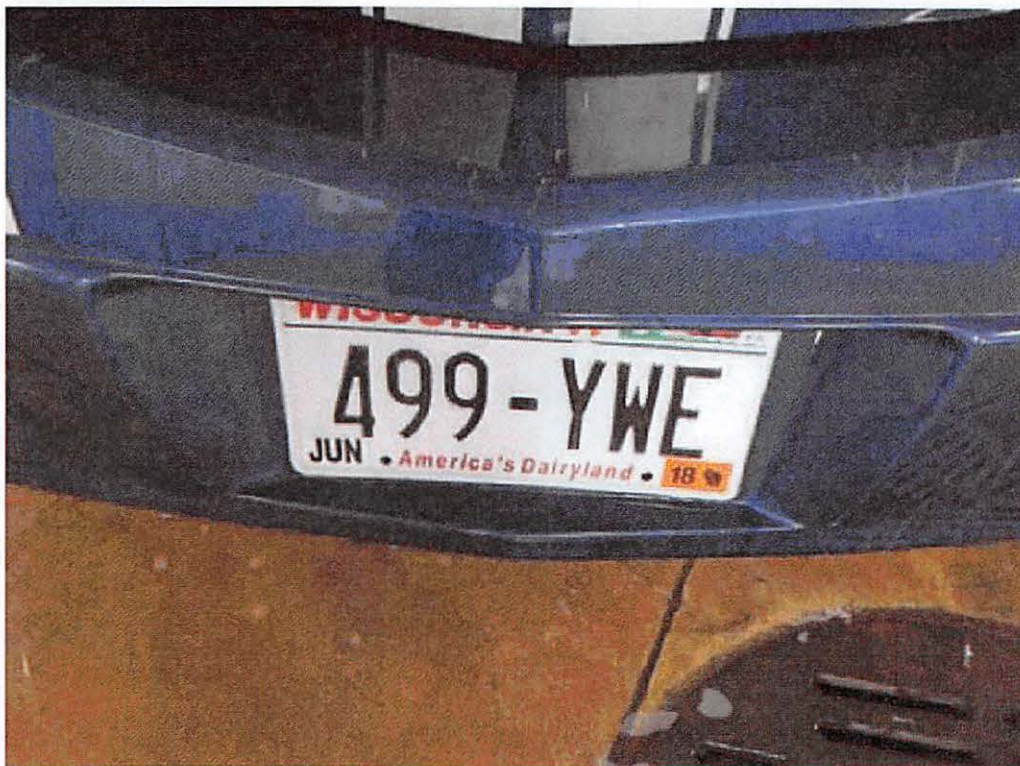






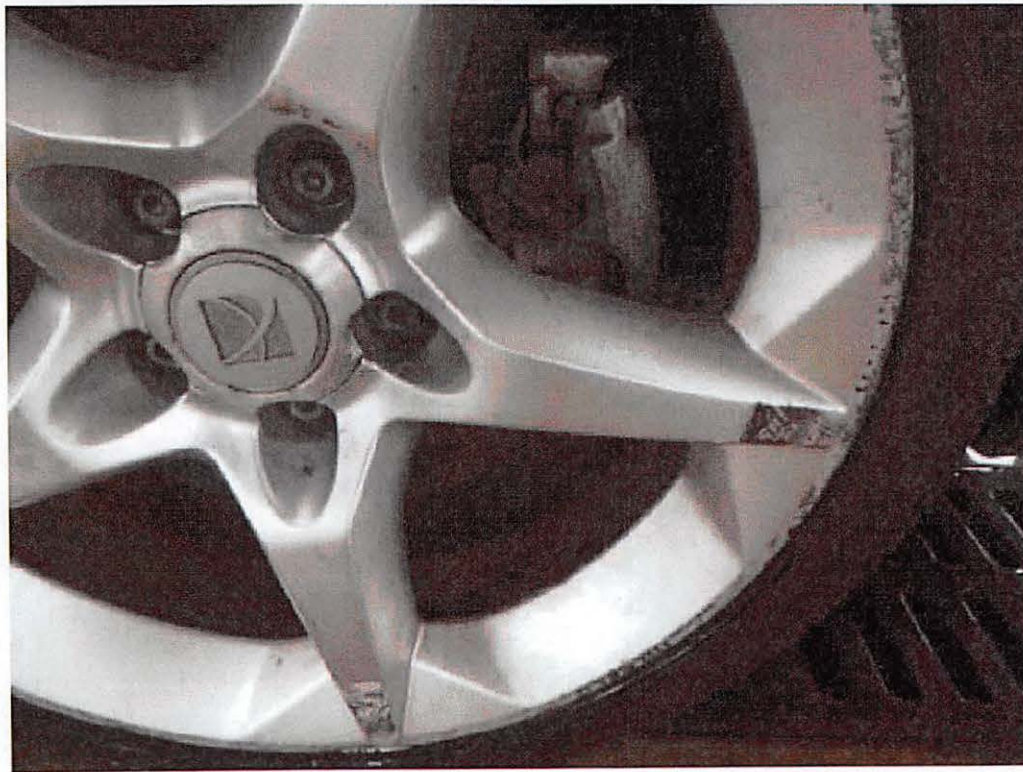






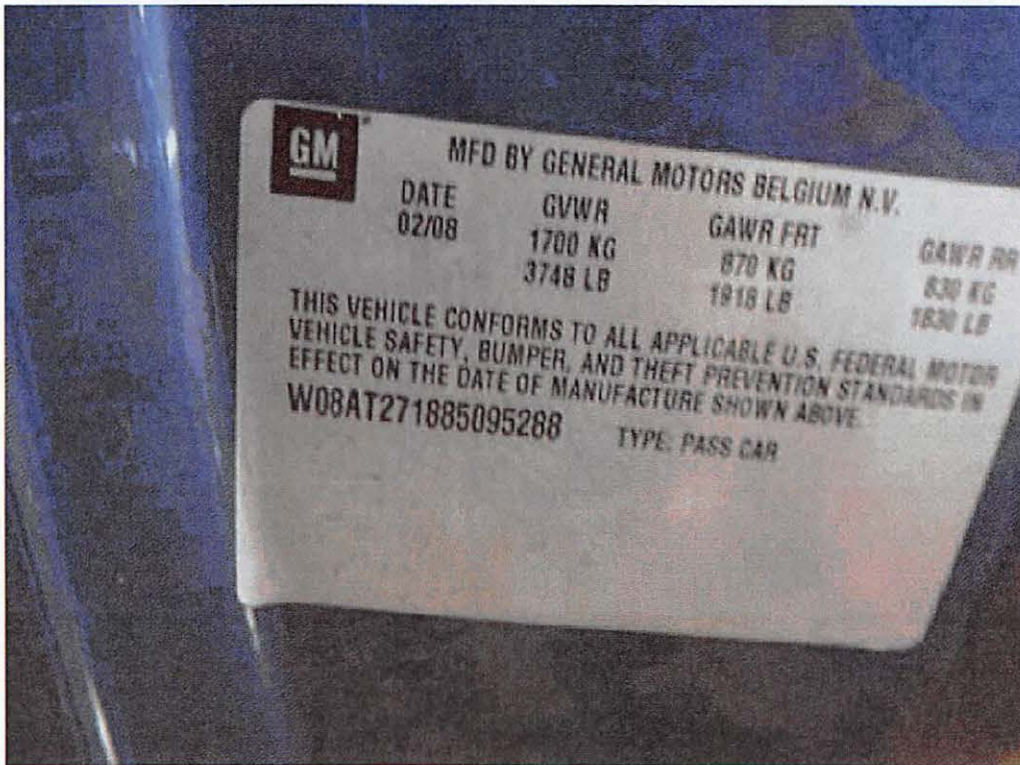












Owner

Owner: HEATHER A & DAVID E ANDREWS
 Address: 1630 N 3RD ST
 City State Zip: SHEBOYGAN, WI 53081

Home Day: (920) 719-4728
 FAX:

General Information

Claim #: 888438
 Loss Date/Time: 05/06/2010 07:30 AM
 Deductible: \$500.00

Insured Policy #: 158192
 Loss Type: Collision

Ins. Company: Acuity Insurance Company
 Address: 2900 SOUTH TAYLOR DRIVE
 PO BOX 58
 City State Zip: Sheboygan, WI 53082-0058

Work Day: (920) 418-9131
 Home/Evening: FAX:

Agent: Alison Robble
 Address:
 Email: Alison.R.robble@Acuity.com

Home Day: (920) 242-7896/1171

Insured: HEATHER A & DAVID E ANDREWS

Claim Rep: Alison Robble
 Address:
 Email: Alison.R.robble@Acuity.com

Home Day: (920) 242-7006/1171

Inspection

Inspection Date: 05/13/2010 10:34 AM
 Inspection Location: 2900 South Taylor Drive/2900/58/CA1
 Address: 3400 SOUTH BUSINESS DRIVE
 City State Zip: SHEBOYGAN, WI 53081
 Email: csheltoncenter@sheltoncenter.com

Inspected Type: Shop Inspection
 Contact:
 Work Day: (920) 418-4839
 Work Day: (920) 418-9239
 FAX: (920) 418-4299

Primary Inspect: (Call Next Contact)
 Drivable: Yes

Secondary Insured:
 Rental Assessed:

Assigned Date/Time:
 First Contact Date/Time:

Received Date/Time: 05/13/2010 12:39 PM
 Appointment Date/Time: 05/13/2010 08:00 AM

Approver Name: COT Nelson
 Address: 3400 South Business Drive
 City State Zip: Sheboygan, WI 53081

Approver License #: (920) 418-4839/548
 Work Day: (920) 418-9239/548
 Work Day: FAX: (920) 418-4298

Register

Autodata 1.8
© 1998 Autodata

Lot Make: VW TEC
Lot Name: 05-0000
Prod Date: 05-0000
Veh Weight:
Condition:
Est. Color: BLUE
Est. Mileage: Two Stage
Est. Part Code:

Lot Make: VW
VPR: 0402427000000000
Mileage: 157,000
Mileage Type: Actual
Code: 041120
Est. Color: Chemical w/Clth Seat Prot
Est. Mileage: Two Stage
Est. Term Code: FHO

Options - Autodata Information Provided

13 Spk Alloy Wheels Alarm System Driver Console Drive Information Sys Floor Mats Head Airbags Immobilizer System MP3 Decoder Power Mirrors Power Windows Rear Window Defroster Seat Folding/Recliner Stability Control System Theft Deterrent System Towbar/Cargo Cover Upgraded Speakers	ABS/CD Player Anti-Lock Brakes Cruise Control Dual Airbags Fog Lights Heated Power Mirrors Keyless Entry System Odor System Power Door Locks Rear-Viewing WGS Mirrors Rear Window Wiper/Washer Roof Rack 200 Wheel/Rim Control T5 & Telescopic Steering Traction Control System VauxOpt Seats	Air Conditioning Auto Headlamps Control Daytime Running Lights Emergency B.D.S. System Haldex Haldex Interiorized Wiper Motor Lighted Entry System Overhead Console Power Steering Rear Suspension Side Airbags Sport Suspension Tire Control Tinted Glass Trip Computer
--	---	---

ALL VTY 00000 ARE BUILT IN 2000 DATE FORM

Line	Qty	Units	MC	Description	MFR Part No.	Price	ADJ% B%	Hours	R
1	1	200		Panel Quarter LT	Reform			0.0	SM
2	1	300		Panel Quarter LT	Reform			0.0	SM
					1.2 Surface 0.8 Two-stage strip 0.5 Two-stage				
					B-10-12 -- LT REAR ADR, ONLY / FRONT SEAT L1 COMPUTER PANEL Tablet Assembly LT - Replace Reformed	\$130.00	+15.00	0.0	SM
					-- CLS VEHICLE KIT TO TOM				
4	2	021		Core Side Mirror L3	90217000	\$18.19		0.0	SM
5	1	071		Core Rear Bumper	94717000	\$67.73		0.0	SM
					no MR REMARK CHAMFERED (PICK @ KITTING)				
8	1	071		Cover Rear Bumper	Reform			0.0	SM
					2.7 Surface				

Autodata 1.8 © 1998 Autodata

Line	Qty	Units	MC	Description	MFR Part No.	Price	ADJ% B%	Hours	R
7	1	00		Hazardous Waste	0.5 Two-stage	\$5.00			SM
8	1	00		Fix Additive	Sublet Repair	\$5.00			SM
9	1	00		Cover Car Exterior	Reform	\$5.00			SM

MC	Message
10	INCLUDES ALDATER TIME TO CLEAR ENTIRE PANEL
12	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
48	PRINTABLE ALTERNATE PARTS COMPARE

Category	Item	Price	Hours	Total
Gross Parts		\$420.00		\$420.00
Other Parts		\$130.00		\$130.00
Paint & Materials		\$205.20		\$205.20
Line Item Markup		\$13.75		\$13.75
Parts & Material Total		\$768.95		\$768.95
Tax on Parts & Material		\$40.50		\$40.50
Hour	Rate	Replace	Repair Hrs	Total Hrs
Sheet Metal (SM)	\$87.00	2.0	0.5	2.5
Mech/Elec (ME)	\$87.00			
Paint (PR)	\$87.00			
Reform (RF)	\$87.00	5.7		5.7
Hour Total				8.2 Hours
Tax on Labor		\$23.17		\$23.17
Sublet Repairs		\$5.00		\$5.00
Tax on Sublet		\$2.23		\$2.23
Gross Total		\$840.85		\$840.85
Less: Deductions		\$100.00		\$100.00
Net Total		\$740.85		\$740.85

Autodata Part: YEA00000101 CLM 0100000101 Zg Code: 03011 Gao R501
 OEM Part Prices DT 05/17/2016 07:31 PM Estimated: 1604031000000000 Date: 01/11/2016
 Recycled Parts NOT REQUESTED
 Auto Name Default

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** ESTIMATE ***

RO# 828610

01/23/2018 12:57 PM

Owner

Owner: ANDREWS, HEATHER A & DAVID E
Address: 1630 N 2ND ST
City State Zip: SHEBOYGAN, WI 53081

Work/Day:
FAX:

Control Information

Claim #: PY2211
Loss Date/Time: 01/16/2018 06:00 AM
Deductible: \$500.00

Insured Policy #: Y64192
Loss Type: Collision

Ins. Company: Acuity Insurance Company
Address: 2800 SOUTH TAYLOR DRIVE
PO BOX 58
City State Zip: Sheboygan, WI 53082-0058

Work/Day: (920)458-9131
Home/Evening:
FAX:

Agent: Steve Pfister
Email: spfister@acuity.com

Insured: ANDREWS, HEATHER A & DAVID E

Claimant: ANDREWS, HEATHER A & DAVID E

Claim Rep: Steve Pfister
Email: spfister@acuity.com

Inspection

Inspection Date: 01/23/2018 12:55 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Inspection Type: Shop inspected

Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Primary Impact: Left Front Corner
Driveable: No

Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 01/17/2018 08:38 AM
Appointment Date/Time: 01/18/2018 08:00 AM

Appraiser Name: PATRICK KARBE
Address: 3400 South Business Drive

Appraiser License #:
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

City State Zip: Sheboygan, WI 53081

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Contact:
Work/Day: (920)459-6855

City State Zip: SHEBOYGAN, WI 53081
 Email: collisioncenter@sheboyanauto.com

Work/Day: (888)459-6855
 FAX: (920)459-6286

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
 ORIGINAL / INITIAL ESTIMATE:
 PRIOR DAMAGE ESTIMATE FROM 2016 = \$1,348.42
 PRIOR DAMAGE: REAR COVER, QUARTER AND TAIL LAMP
 DAMAGE ALL 4 WHEELS
 TOTAL LOSS??

Vehicle

OEM Part Price Quote ID: 27649774

2008 Saturn Astra XR 2 DR Hatchback
 4cyl Gasoline 1.8
 5 Speed Manual

Lic. Plate: 499YWE
 Lic Expire:
 Prod Date: 05/2008
 Veh Insp# :
 Condition:
 Ext. Color: ULTRA BLUE MET
 Ext. Refinish: Two-Stage
 Ext. Paint Code: 21B,923K

Lic State: WI
 VIN: W08AT271885095288
 Mileage: 166,952
 Mileage Type: Actual
 Code: SN133C
 Int. Color: Charcoal w/Cloth Seat Trim
 Int. Refinish:
 Int. Trim Code: PHQ

Options - AudaVIN Information Received

18 Inch Alloy Wheels	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Center Console	Cruise Control	Daytime Running Lights
Driver Information Sys	Dual Airbags	Emergency S.O.S. System
Floor Mats	Fog Lights	Halogen Headlights
Head Airbags	Heated Power Mirrors	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Lighted Entry System
MP3 Decoder	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Steering
Power Windows	Rain-Sensing W/S Wipers	Rear Spoiler
Rear Window Defroster	Rear Window Wiper/Washer	Side Airbags
Split Folding Rear Seat	Sport Seats	Sport Suspension
Stability Cntrl Suspensn	Strg Wheel Radlo Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tonneau/Cargo Cover	Traction Control System	Trip Computer
Upgraded/Addl Speakers	Velour/Cloth Seats	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
1	E	15	46	Cover,Front Bumper	94713451	\$367.02		2.4	SM
2	L	15	13	Cover,Front Bumper	Refinish			3.6	RF
					2.5 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				

3	E	41	46	Headlamp Assy, Halogen LT >> RECON,AFTERMARKET,SALVAGE - NOT AVAILABLE	93357457	\$450.00		0.3	SM
4	N	973		Headlamps Alm	Additional Labor			0.4	SM
5	E	107	46	Lamp,Side Marker LT	13497989	\$60.28		INC	SM
6	E	126	46	Socket,Frt Sd Marker LT	13153927	\$49.62			SM
7	I	83		Panel,Hood	Repair			2.0*	SM
8	L	83		Panel,Hood	Refinish			3.1	RF
					2.6 Surface				
					0.5 Two-stage				
9	E	86		Hinge,Hood Panel LT	13213447	\$79.47		1.9	SM
10	L	86		Hinge,Hood Panel LT	Refinish			0.3	RF
					0.3 Surface				
11	I	117	07	Pnl,Inr Fender Outer LT	Repair			1.5*	SM
12	L	117		Pnl,Inr Fender Outer LT	Refinish			0.5	RF
					0.5 Surface				
13	EU	103	46	Fender,Front LT >> SHAWN@CLEVELAND AUTO	Replace Recycled	\$150.00*	+25.00	1.5	SM
14	L	103		Fender,Front LT	Refinish			3.1	RF
					2.2 Surface				
					0.5 Edge				
					0.4 Two-stage				
15	EP	167		Skirt,Inner Fender LT	Replace PXN	\$74.21		INC	SM
16	EP	227		Skirt,Inner Fender LT	Replace PXN	\$73.46		INC	SM
17	I	101		Brkt,Front Fender LT	Repair			0.5*	SM
18	L	101		Brkt,Front Fender LT	Refinish			0.1	RF
					0.1 Surface				
19	IT	165	07	Pillar,Hinge LT	Partial Repair			4.0*	SM
20	L	165		Pillar,Hinge LT	Refinish			0.3	RF
					0.3 Surface				
21	IT	625	07	Pillar,Windshield LT	Partial Repair			1.0*	SM
22	L	625		Pillar,Windshield LT	Refinish			0.5	RF
					0.5 Surface				
23	BR	256		Panel,Bodyside Otr Upr LT	Blend Refinish			0.7	RF
					0.5 Blend				
					0.2 Two-stage				
24	I	187	07	Panel,Rocker LT	Repair			1.0*	SM
25	L	187		Panel,Rocker LT	Refinish			1.4	RF
					1.2 Surface				
					0.2 Two-stage				
26	I	209		Pnl,Front Door Outer LT	Repair			4.0*	SM
27	L	209		Pnl,Front Door Outer LT	Refinish			2.6	RF
					2.2 Surface				
					0.4 Two-stage				
28	RI	407		W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
29	I	49		Mldg,Front Door Side LT	Repair			1.0*	SM
30	L	49		Mldg,Front Door Side LT	Refinish			0.8	RF
					0.7 Surface				
					0.1 Two-stage				
31	E	285		Emblem,Front Door LT >> GM	15223484	\$12.50		0.1	SM
32	EU	245	46	Cover,Frt Door Mirror LT >> CLEVELAND AUTO	Replace Recycled	\$110.00*	+25.00	0.1	SM
33	L	245		Cover,Frt Door Mirror LT	Refinish			0.4	RF
					0.3 Surface				
					0.1 Two-stage				
34	RI	380		Handle,Front Door Otr LT	R & I Assembly			0.7	SM
35	L	M03		Flex Additive	Refinish	\$6.00*			RF
36	L	M14		Corrosion Protection	Refinish	\$10.00*			RF
37	L	M15		Color Tint	Refinish			1.0*	RF
				>> AVOID BLEND - PRIOR DAMAGE TO QTR. PANEL					
38	L	M17		Cover Car Exterior	Refinish	\$5.00*			RF
39	SB			HOOD STRIPE >> CARTER	Sublet Repair	\$125.00*	+25.00		SM*

40 SB	STRIPE	Sublet Repair	\$30.00*	+25.00	0.3*	SM*
	>> CARTER//DOOR & FENDER					
41 E	FILLER	Replace OEM				SM*
	>> GM#13114642 - NO LONGER AVAILABLE					
42 I	REMOVE STRIPE FROM HOOD	Repair			1.0*	SM*
42 Items						

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts					\$1,018.89	
Other Parts					\$428.67	
Paint & Materials	18.4 Hours @	\$38.00			\$699.20	
Line Item Markup					\$65.00	
Parts & Material Total						\$2,211.76
Tax on Parts & Material	@	5.500%				\$121.65
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	7.2	16.7	23.9	\$1,386.20	
Mech/Elec (ME)	\$110.00					
Frame (FR)	\$67.00					
Refinish (RF)	\$58.00	18.4		18.4	\$1,067.20	
Labor Total				42.3 Hours		\$2,453.40
Tax on Labor		@	5.500%		\$134.94	
Sublet Repairs					\$193.75	
Tax on Sublet		@	5.500%		\$10.66	
Towing					\$50.00	
Tax On Towing		@	5.500%		\$2.75	
Gross Total						\$5,178.91
Less: Deductible						\$500.00-
Net Total						\$4,678.91 TOTAL LOSS

Alternate Parts Y/08/02/00/06/04 CUM 08/02/00/06/04 Zip Code: 53081 Geo 53081
 OEM Part Prices DT 01/23/2018 12:57 PM EstimateID 385142094097825792 QuoteID 27649774
 Recycled Parts Y/7/0 Zip Code: 53081 INV DATE: 01/17/2018
 Rate Name Default

Audatex Estimating 8.0.035 ES 01/23/2018 02:32 PM REL 8.0.035 DT 01/01/2018 DB 01/15/2018
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3.0 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

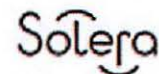
* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace 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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Audatex Alternate Parts Locate Report

Vehicle

2008 Saturn Astra XR 2 DR Hatchback
 4cyl Gasoline 1.8
 5 Speed Manual

Options

18 Inch Alloy Wheels	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Center Console	Cruise Control	Daytime Running Lights
Driver Information Sys	Dual Airbags	Emergency S.O.S. System
Floor Mats	Fog Lights	Halogen Headlights
Head Airbags	Heated Power Mirrors	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Lighted Entry System
MP3 Decoder	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Steering
Power Windows	Rain-Sensing W/S Wipers	Rear Spoiler
Rear Window Defroster	Rear Window Wiper/Washer	Side Airbags
Split Folding Rear Seat	Sport Seats	Sport Suspension
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tonneau/Cargo Cover	Traction Control System	Trip Computer
Upgraded/Addl Speakers	Velour/Cloth Seats	

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number	Supplier Code	CLS	SRC
15	Skirt,Inner Fender LT	13125602	13125602	> 2		1
		13125602	13125602	1		1
16	Skirt,Inner Fender LT	13125604	13125604	> 2		1

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

Key to Classification / Source Codes

CLS = Classification Code

C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER
 M - REMANUFACTURED / REBUILT PART
 R - RECONDITIONED PART
 S - OEM SURPLUS PART

SRC = Source Code

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART
 3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

Detailed Distributor List

1	PXN4406	JOHN PAULS CHEVY 3615 SOUTH 108TH ST GREENFIELD, WI 53228	(800)236-7901
2	PXN4500	RYDELL CHEVY 1325 E SAN MARNAN DR WATERLOO, IA 50702	(800)383-4601

Zip Code:

53081

Search Area:

Geo 53081

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Estimate Compliance Report - Enterprise Check



Claim #: PY2211
 Result: Overridden
 Processed Date: 01/23/18 15:54 PM EST

General Information

Owner..... **ANDREWS, HEATHER A & DAVID E,**
 Policy Number..... **Y64192**
 Vehicle..... **2008 SATURN ASTRA**
 License Plate..... **499YWE**
 Mileage..... **166,952**
 Loss Type..... **Collision**
 Inspection Type..... **Direct Repair Program**
 Transaction Type..... **Estimate**

Appraiser Information

Appraiser Email..... **b2bSHP0041@audatex.com**
 Appraiser Company..... **Acuity Insurance**
 ID..... **0238704E-DA3C-6911-9E7D-89549D80F800/254WI026855**

Threshold Information

	Total	Threshold
Gross Estimate Amount	\$5,178.91	
Estimate Level \$ Variance	\$0.00	
Weighted Value of Exceptions		999
\$ Variance % of Estimate Amount		

Repair Facility Information

Repair Facility **Sheboygan Chev/Buick/GMC/Cad**
 Labor Rate Sheet Metal(SM)..... **\$58.00**
 Labor Rate Mech/Elec(ME)..... **\$110.00**
 Labor Rate Frame(FR)..... **\$67.00**
 Labor Rate Refinish(RF)..... **\$58.00**
 Paint Materials Rate(PM)..... **\$38.00**
 Calculation Source..... **Audatex**

Estimate Costs Summary

Labor Total Amount..... **\$2,453.40**
 Parts and Materials Total..... **\$2,211.76**
 Tax on Parts and Material..... **\$132.71**
 Gross Estimate Amount..... **\$5,178.91**
 Deductible..... **\$500.00**
 Bottom Line Adjustment..... **\$0.00**
 Other Charges..... **\$0.00**

Total..... **\$4,678.91**



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

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Autosource

Market-Driven Valuation™

Administrative Data

Steve Pfister	Claimant
Acuity	Insured Andrews, David
Wisconsin Office Branch	Claim PY2211
2800 South Taylor Drive	Loss Date 01/16/2018
Sheboygan WI 53081	Loss Type Collision
	Policy
	Other
	Primary Impact 10
	Repair Estimate 5178.91

VINSOURCE Analysis

VIN W08AT271885095288
 Decodes as 2008 Saturn Astra XR 2D Hatchback
 Accuracy Decodes Correctly
 History Activity was reported
 AudaVIN Yes

- o Autosource activity: (NONE).
- o Autotrak activity: (NONE).
- o Audatex/Estimating activity: Reported by ACUITY INSURANCE on May 17, 2016. Call them regarding Claim: PF8435. DOL:05/08/2016 with a primary impact point of *Left Rear Corner*.
- o Sales history activity: (NONE)

Vehicle Salvage Title Summary

No Branded title history found for this VIN.

Processed on 01/24/18 6:05 AM. Title History is powered by Experian AutoCheck. The Experian data contained in this report involves the conveyance of information provided to Experian by other sources. Accordingly, neither Experian nor Audatex can, or will, be an insurer or guarantor of the accuracy or reliability of the Experian data.



Valuation Detail

	Typical Vehicle	Your Vehicle	Adjustment
Vehicle Base Price	Sheboygan Market		\$4,670
Odometer	123,480 Mi(Typical)	166,952 Mi(Actual)	-650
Transmission	4 Speed Automatic	5 Speed Manual	-160
Wheel Options	Aluminum/Alloy Wheels	18 Inch Alloy Wheels	60

Market Driven Value \$3,920

General Sales Tax 5.500%	\$215.60
Deductible	-500.00
Net Adjusted Market Value	\$3,635.60

Vehicle Description

VIN: W08AT271885095288

2008 Saturn Astra XR 2D Hatchback

166,952 Miles Actual

4cyl Gasoline 1.8

5 Speed Manual



Interior	<i>Air Conditioning</i>	<i>Alarm System</i>	<i>Cruise Control</i>
	<i>Center Console</i>	<i>Driver Information Sys</i>	<i>Sport Seats</i>
	<i>Intermittent Wipers</i>	<i>Illuminated Visor Mirror</i>	<i>Lighted Entry System</i>
	<i>Floor Mats</i>	<i>Overhead Console</i>	<i>Power Door Locks</i>
	<i>Power Windows</i>	<i>Split Folding Rear Seat</i>	<i>Velour/Cloth Seats</i>
	<i>Tachometer</i>	<i>Trip Computer</i>	<i>Tilt & Telescopic Steer</i>
Exterior	<i>Rear Window Defroster</i>	<i>Keyless Entry System</i>	<i>Heated Power Mirrors</i>
	<i>Rain-Sensing W/S Wipers</i>	<i>Rear Window Wiper/Washer</i>	<i>Rear Spoiler</i>
	<i>Tonneau/Cargo Cover</i>	<i>Tinted Glass</i>	<i>18 Inch Alloy Wheels</i>
Mechanical	<i>Power Brakes</i>	<i>Power Steering</i>	<i>Stability Cntrl Suspensn</i>
	<i>Sport Suspension</i>		
Safety	<i>Auto Headlamp Control</i>	<i>Dual Airbags</i>	<i>Anti-Lock Brakes</i>
	<i>Daytime Running Lights</i>	<i>Fog Lights</i>	<i>Head Airbags</i>
	<i>Halogen Headlights</i>	<i>Side Airbags</i>	<i>Emergency S.O.S. System</i>
	<i>Traction Control System</i>	<i>Theft Deterrent System</i>	
Entertainment	<i>MP3 Decoder</i>	<i>OnStar System</i>	<i>AM/FM CD Player</i>
	<i>Strg Wheel Radio Control</i>	<i>Upgraded/Add'l Speakers</i>	
Trim Levels	*XR	* Indicates your trim level	

A detailed description of your vehicle was provided to Autosource by a trained appraiser. Through a partnership with Saturn, Audatex AudaVIN retrieves the individual vehicle specifications to identify the vehicle specifications including equipment, packages, engine and transmission. Contact Acuity if revisions are necessary. The bold/italic font indicates options reported by the manufacturer.

Vehicle Condition

Seats	Minor Wear
Carpets	Moderate Wear
Int Trim	Minor Damage
Glass	Good
Headliner	Good
Body	Minor Damage

Paint	Moderate Damage
Ext Trim	Minor Damage
Engine	Minor Wear
Transmission	Minor Wear
Front Tires	Good
Rear Tires	Good

Salvage Valuation

Vehicle Data

Inspection Location Sheboygan, WI
 Autosource Market Value \$3,920
 Repair Estimate \$5,179
 Total Loss Percentage 132.12%
 Point of Impact Left Front Side

Salvage Value

Predicted Salvage Value \$400
 Low Salvage Value \$338
 High Salvage Value \$662
 Number of Vehicles 350

Salvage Summary

ACV \$3,920
 Less Salvage Valuation \$400
 Maximum Economical Repair Limit \$3,520
 Repair Estimate \$5,179

This salvage value was provided by Copart on January 24, 2018.

Salvage Value is provided by Copart. Since the Salvage Value is a prediction of gross salvage return, there is no guarantee that the salvage vehicle will be sold for the predicted value. Neither Copart nor Audatex can, or will, be an insurer or guarantor of the accuracy or reliability of the Copart data.

The above information is provided as a tool to assist the insurance company in determining whether a vehicle is economically repairable. The determination of whether a motor vehicle is a total loss is solely the responsibility of the insurance company.

Typical Condition Statement

Odometer, equipment, trim level and condition must all be carefully considered on this vehicle. The vehicle's typical odometer and condition is based on comparison of dealer and private party vehicles of the same year, vehicle type and state/province. The average miles driven for this vehicle is 123,480. Numerous descriptions have been described within each condition sub-category rating and are separated by a period. Each description is meant to be independent, but can also be interpreted as an "and/or" statement.

	Condition	Description
INTERIOR	Seats Minor Wear	Slight stains. Slight wear. Seams worn. Seams strained. 1-3 burn marks or holes smaller than a dime. slight odor or smoke smell. 1 tear smaller than a credit card. Leather shows slight surface cracks. Mold that can be removed with detail. Slight fading or discoloration.
	Carpets Moderate Wear	4 or more burn marks or holes smaller than a dime. 1 tear greater than 1 credit card in size. Considerable fading or discoloration. Molded inserts separated from carpet. Sun or weather damage. Mold that can't be removed with a detail.

Condition	Description
Int Trim Minor Damage	Slight discoloration or wear. Slight scuffs or scratches. 1-3 burn marks or holes smaller than a dime. 1 crack no greater than 1 credit card in size. 1-2 control knobs or switches missing. 1-2 gauges or control switches not working. Cracked speaker covers. Mold that can be removed with detail.
Glass Good	No obvious damage. Numerous small pits. Light scratches visible on close inspection.
Headliner Good	No damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
EXTERIOR	
Body Minor Damage	Noticeable or multiple parking lot dings. 1-3 dents or creases no greater than 1 credit card in size. No large impacts or collision dents. No surface rust.
Paint Moderate Damage	Visible oxidation or fading. Discoloration that can't be buffed out. More than 3 scrapes or large scratches up to 6 credit cards in length or diameter. Extensive chipping. Checking on 3 or more panels. 1 primer area. Obvious mismatched paint on 1 panel. Poor quality complete vehicle repaint.
Ext Trim Minor Damage	Slight impact damage. Slight scratches to chrome or bumper covers. Discoloration in color-keyed sections including molding and lenses. Tear or gouge in cladding no greater than 1 credit card in size. Slight cracks in 1-2 lens covers. One emblem missing. Slight rust, oxidation or corrosion on 1-2 items. Slight scrapes or marks on wheels or wheel covers. 1 mismatched wheel. Hub cap or wheel cover missing.
MECHANICAL	
Engine Minor Wear	Belts or accessories show slight wear or corrosion. Slight oil or fluid seepage around gaskets or covers. Poor fitting aftermarket cosmetic components.
Transmission Minor Wear	Obvious oil seepage around any of the following: transmission housing, transaxle, differential, transfer case. Recommended maintenance may not have been performed.
TIRES	
Front Tires Good	Tires are in good condition. 30-79% of tread remains.
Rear Tires Good	Tires are in good condition. 30-79% of tread remains.

Having a clean, well maintained vehicle will add to its market value. Prior body damage, rust, extensive interior damage or mechanical problems will all decrease the market value of this vehicle.

Valuation Notes

- o **Loss vehicle description was provided by Acuity**
- o **Adjustments of Special Note**
 - An odometer adjustment of 1.50 cents per mile/kilometer has been applied. This adjustment is based on the vehicle year, vehicle category and market area. Odometer adjustments are capped at 40% of the vehicle's starting value.
 - Typical miles for this 2008 Saturn Astra in Wisconsin is 123,480.
 - No special adjustments were made for this vehicle.
 - All values are in U.S. dollars.
- o **Autosource Valuation Process**
 - Over 5,000,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
 - The originating search area for this valuation was Sheboygan, Wisconsin.
- o **Other Adjustments or Comments**
 - The tax was calculated based on a date of loss of 01/16/2018 using zip 53081, in SHEBOYGAN, Sheboygan County, Wisconsin. The city may vary from search area to reflect correct tax location.

Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 53081, as determined by the vehicle owner's principally garaged area. Autosource located 23, 2008 Saturn Astra vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 23 comparable vehicles is \$118,038 for an average price of \$5,132.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2008 Saturn Astra, the difference between the asking price and selling price is generally 9%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's odometer, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. An odometer adjustment of 1.50 cents per mile/kilometer has been applied.

Taking into consideration the vehicle specifics, the fair market value is \$3,920.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

1	2008 Saturn Astra XR 2WD 2D Hatchback	W08AT271985091119	\$3,639
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Stock# 6564. 102,956 Miles. 5 Speed Manual, Anti-Lock Brakes, Air Conditioning, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Daytime Running Lights, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Split Folding Rear Seat, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Car King in Menomonee Falls, WI, (414) 255-0262. Vehicle information by Cars.com on 10/30/17.

The advertised price of \$3,999 was adjusted to account for typical negotiation (\$ -360).

2	2008 Saturn Astra XR 2WD 4D Hatchback	W08AT671X85126029	\$3,121
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Stock# 2548. 109,309 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Assist Handle, Cargo Cover, Latch System, Exhaust Tip, Floor Mats.

Offered for sale by Dealer in Appleton, WI, (920) 739-4205. Vehicle information by *Leading Internet Auto Site on 01/01/18.

The advertised price of \$3,500 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -309).

3	2008 Saturn Astra XR 2WD 4D Hatchback	W08AT671685054410	\$4,027
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Stock# 14289. 96,652 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Classic Motorcars Inc in Milwaukee, WI, (414) 545-7235. Vehicle information by Cars.com on 01/22/18.

The advertised price of \$4,495 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -398).

4 2008 Saturn Astra XR 2WD 2D Hatchback W08AT271385048184 \$4,541

Stock# 12797. 108,496 Miles. 4 Cylinder 1.8 Engine, 5 Speed Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Driver Information Sys, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM In-dash CD Changer, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, All Power Options, Under Warranty.

Offered for sale by Ideal Auto Sales in Waukesha, WI, (262) 549-3088. Vehicle information by *Leading Internet Auto Site on 01/22/18.

The advertised price of \$4,990 was adjusted to account for typical negotiation (\$ -449).

5 2008 Saturn Astra XR 2WD 2D Hatchback W08AT271885119394 \$5,005

Stock# 119394. 74,511 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Smart Sales & Leasing in Milwaukee, WI, (414) 425-4500. Vehicle information by Cars.com on 12/25/17.

The advertised price of \$5,500 was adjusted to account for typical negotiation (\$ -495).

6 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671685086935 \$4,758

Stock# 17VD1111A. 69,632 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats.

Offered for sale by Frank Boucher Racine in Racine, WI, (262) 886-2886. Vehicle information by *Leading Internet Auto Site on 11/20/17.

The advertised price of \$4,859 was adjusted to account for differences in vehicle description (\$370) and typical negotiation (\$ -471).

7 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671585049102 \$4,670

Stock# H3686A. 110,423 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Wilde East Towne Honda in Madison, WI, (608) 467-1265. Vehicle information by Cars.com on 11/04/17.

The advertised price of \$4,762 was adjusted to account for differences in vehicle description (\$370) and typical negotiation (\$ -462).

8 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671X85054747 \$3,517

Stock# P4332B. 78,091 Miles. 4 Speed Automatic, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Betten Baker Chevrolet Buick in Coopersville, MI, (616) 837-3800. Vehicle information by Cars.com on 01/22/18.

The advertised price of \$3,495 was adjusted to account for differences in vehicle description (\$370) and typical negotiation (\$-348).

9 2008 Saturn Astra XR 2WD 4D Hatchback W08AT671X85044673 \$4,474

Stock# 85044673. 90,871 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Libertyville Toyota Scion in Libertyville, IL, (847) 362-1500. Vehicle information by *Leading Internet Auto Site on 12/19/17.

The advertised price of \$4,986 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -442).

10 2008 Saturn Astra XR 2WD 4D Hatchback W08AT671885110525 \$4,482

Stock# W0653. 110,689 Miles. 4 Cylinder 1.8 Engine, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Leather Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Crown Motors in Holland, MI, (616) 212-6613. Vehicle information by Cars.com on 01/22/18.

The advertised price of \$4,995 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -443).

Original Equipment Guide

Engine Options		Transmission Options	
* 4 Cylinder 1.8 Engine	STD	* 5 Speed Manual	STD
		4 Speed Automatic	\$1,325
Other Optional Equipment		Convenience Options	
* Anti-Lock Brakes	STD	* Air Conditioning	STD
* Center Console	STD	* Auto Headlamp Control	STD
* Dual Airbags	STD	* Cruise Control	STD
* Driver Information Sys	TYP	* Rear Window Defroster	STD
* Fog Lights	STD	* Daytime Running Lights	STD
* Head Airbags	STD	* Floor Mats	STD
* Halogen Headlights	STD	* Illuminated Visor Mirror	STD
* Intermittent Wipers	STD	* Rain-Sensing W/S Wipers	STD
* Keyless Entry System	STD	* Strg Wheel Radio Control	STD
* Lighted Entry System	STD	* Tilt & Telescopic Steer	STD
Leather Steering Wheel		Radio/Phone/Alarm Options	
* Overhead Console	STD	* Alarm System	STD
* OnStar System	STD	* AM/FM CD Player	STD
* Rear Window Wiper/Washer	STD	Graphic Equalizer	TYP
* Side Airbags	STD	AM/FM In-dash CD Changer	

* Stability Cntrl Suspensn	STD	* MP3 Decoder	STD
* Emergency S.O.S. System	STD	* Theft Deterrent System	STD
* Rear Spoiler	STD	Power Accessories	
* Sport Suspension	STD	* Heated Power Mirrors	STD
* Tachometer	STD	* Power Brakes	STD
* Trip Computer	STD	* Power Door Locks	STD
* Traction Control System	STD	* Power Steering	STD
* Tonneau/Cargo Cover	STD	* Power Windows	STD
* Tinted Glass	STD	Seat Options	
* Upgraded/Add'l Speakers	TYP	Heated Front Seats	\$250
Wheel Options		Leather Seats	
* 18 Inch Alloy Wheels	\$495	* Split Folding Rear Seat	STD
Aluminum/Alloy Wheels	STD	* Sport Seats	STD
		* Velour/Cloth Seats	STD
		Option Packages	
Advanced Audio Package	\$595	Includes Driver Information Sys, Graphic Equalizer, AM/FM In-dash CD Changer, MP3 Player, Trip Computer, Upgraded/Add'l Speakers	
Premium Trim Package	\$945	Includes Driver Information Sys, Heated Front Seats, Leather Steering Wheel, Leather Seats, Sport Seats, Strg Wheel Radio Control, 3-Spoke Leather Sport Steering Wheel, Manual Lumbar	

Base retail price \$18,995

Loss Vehicle manufacturer's suggested retail price as reported **\$19,490**

Editions available for the same body style (in order of original cost, increasing): *XR

* Indicates loss vehicle equipment.

Vehicle Locator Service

After your claim is settled, Autosource provides free assistance in locating your next vehicle. You can call us Monday through Friday, between 8:00 AM and 5:00 PM, Pacific time at (800)351-3133, ext 7428. Our specialists will work with you to find a new or used vehicle in your area.

Recall Bulletins

No recall bulletins have been issued that apply to this vehicle

Loss Vehicle Valuation

Autosource has been chosen by **Acuity** to assist in establishing a fair and reasonable market value for your vehicle. We are proud to offer you the most current and comprehensive automotive valuations available today.

Your vehicle was inspected and/or described to Autosource by a trained representative of Acuity. Autosource has evaluated all aspects of your vehicle provided by Acuity as well as those features identified by the Vehicle Identification Number (VIN) or known to be standard equipment for your vehicle.

The market value of your vehicle is determined by comparing it to other vehicles in your area of similar make, model, equipment, odometer and condition that have been offered for sale or sold. The sources for this comparison include new and used car dealers, newspapers, traders, specialty journals and the Internet. Our exclusive Dealer Access program provides us with electronic inventories from thousands of affiliated dealers in North America.

Each week, over 5,000,000 vehicles are listed from these sources, representing over 100,000 dealerships and 3400 publications, making our database the largest in the industry. We utilize the industry's largest electronic network and leading edge technology to provide you with the most current inspected, surveyed or advertised market data. We will find the closest vehicle matches in the area nearest your home.

About Your Valuation

This report contains proprietary information of Audatex and third parties and shall not be disclosed to any third party (other than the insured or claimant) without Audatex's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. Audatex makes no representations or warranties concerning the applicability or accuracy of such tax data.

Report Generated by Audatex, a Solera Company

US Pat. No 7912740B2

US Pat. No 8200513B2

US Pat. No 8468038B2

US Pat. No 8725544

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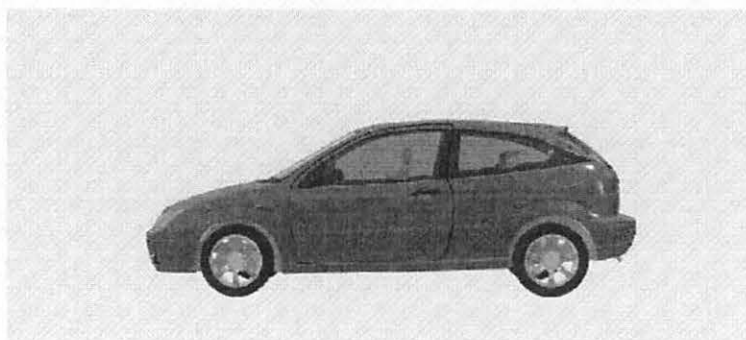
Acuity is dedicated to delivering exceptional service to you in reference to your claim PY2211 from loss date 01/16/2018 on a 2008 Saturn Astra XR 2D Hatchback. Acuity has selected Audatex, an independent vehicle valuation company, to prepare a comprehensive vehicle valuation for your vehicle. This valuation report was prepared specifically for your vehicle and represents a fair and accurate value driven by the retail used vehicle market.

In these pages, you will find:

- => [Vehicle Inspection](#)
- => [Market Overview](#)
- => [Valuation Detail](#)

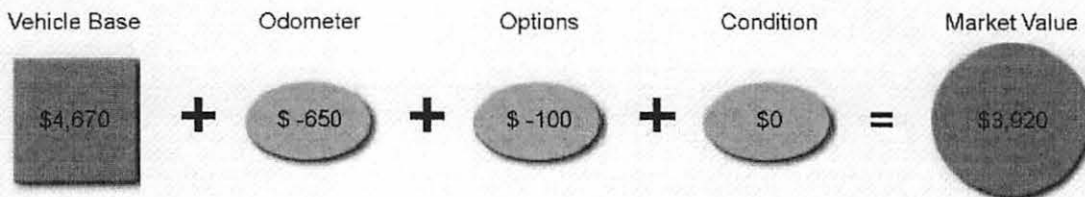
Market Value

\$3,920



The Valuation Process

The breadth and depth of the Audatex used vehicle database makes Autosource the most comprehensive market-driven valuation process available. Audatex has been determining locally sensitive, fair, and accurate market values for vehicles since 1985, with more than 30 million vehicles valued. The Autosource Market Value includes vehicles for sale at dealerships and private party sellers, starting right in the local market.



Vehicle Description

VIN: W08AT271885095288

2008 Saturn Astra XR 2D Hatchback

166,952 Miles Actual

4cyl Gasoline 1.8

5 Speed Manual



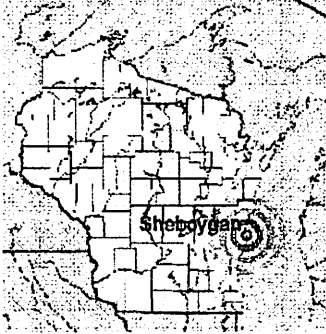
Interior	<i>Air Conditioning</i>	<i>Alarm System</i>	<i>Cruise Control</i>
	<i>Center Console</i>	<i>Driver Information Sys</i>	<i>Sport Seats</i>
	<i>Intermittent Wipers</i>	<i>Illuminated Visor Mirror</i>	<i>Lighted Entry System</i>
	<i>Floor Mats</i>	<i>Overhead Console</i>	<i>Power Door Locks</i>
	<i>Power Windows</i>	<i>Split Folding Rear Seat</i>	<i>Velour/Cloth Seats</i>
	<i>Tachometer</i>	<i>Trip Computer</i>	<i>Tilt & Telescopic Steer</i>
Exterior	<i>Rear Window Defroster</i>	<i>Keyless Entry System</i>	<i>Heated Power Mirrors</i>
	<i>Rain-Sensing W/S Wipers</i>	<i>Rear Window Wiper/Washer</i>	<i>Rear Spoiler</i>
	<i>Tonneau/Cargo Cover</i>	<i>Tinted Glass</i>	<i>18 Inch Alloy Wheels</i>
Mechanical	<i>Power Brakes</i>	<i>Power Steering</i>	<i>Stability Cntrl Suspensn</i>
	<i>Sport Suspension</i>		
Safety	<i>Auto Headlamp Control</i>	<i>Dual Airbags</i>	<i>Anti-Lock Brakes</i>
	<i>Daytime Running Lights</i>	<i>Fog Lights</i>	<i>Head Airbags</i>
	<i>Halogen Headlights</i>	<i>Side Airbags</i>	<i>Emergency S.O.S. System</i>
	<i>Traction Control System</i>	<i>Theft Deterrent System</i>	
Entertainment	<i>MP3 Decoder</i>	<i>OnStar System</i>	<i>AM/FM CD Player</i>
	<i>Strg Wheel Radio Control</i>	<i>Upgraded/Add'l Speakers</i>	
Trim Levels	*XR	* Indicates your trim level	

A detailed description of your vehicle was provided to Autosource by a trained appraiser. Through a partnership with Saturn, Audatex AudaVIN retrieves the individual vehicle specifications to identify the vehicle specifications including equipment, packages, engine and transmission. Contact Acuity if revisions are necessary. The bold/italic font indicates options reported by the manufacturer.

Vehicle Condition

Seats	Minor Wear
Carpets	Moderate Wear
Int Trim	Minor Damage
Glass	Good
Headliner	Good
Body	Minor Damage
Paint	Moderate Damage
Ext Trim	Minor Damage
Engine	Minor Wear
Transmission	Minor Wear
Front Tires	Good
Rear Tires	Good

Market Overview



What is my Vehicle Market Value based on?

53081, Sheboygan Wisconsin—Research for your vehicle was based on market analysis originating from your zip code. Autosource located 23, 2008 Saturn Astra vehicles which were used to determine the typical vehicle price.

Fair and accurate market valuations must balance geographic location with comparability of one vehicle to others. Having the largest and most current database of vehicles for sale provides a comprehensive view of your vehicle's market. In addition to the vehicle inventories received directly from dealerships, Autosource finds comparable vehicle information for vehicles in the same places most buyers look for them—local and national internet websites, vehicle guides, publications and partnerships representing more than 10,000 independent vehicle sources.

How did Autosource make adjustments for my vehicle?

The main factors that affect the retail selling price and marketability of a vehicle are **odometer, equipment and condition**. Therefore, Autosource valuations include adjustments that fairly consider the differences between your vehicle and the typical vehicle found in the market.

- o **Odometer**
 - Typical odometer is based on hundreds of inspected vehicles
 - The odometer adjustment is based on 1.50 cents per mile specific to the 2008 Saturn Astra XR 2D Hatchback in the state of Wisconsin. Odometer adjustments are capped at 40% of the vehicle's starting value.
- o **Equipment**
 - Typical equipment represents the most common options for the 2008 Saturn Astra XR 2D Hatchback in the United States
 - Equipment adjustments are based on the manufacturer's retail price, adjusted for depreciation
- o **Condition**
 - Typical condition is based on hundreds of inspected vehicles
 - Condition adjustments are based on a percentage of the vehicle's value

Valuation Detail

	Typical Vehicle	Your Vehicle	Adjustment
Vehicle Base Price	Sheboygan Market		\$4,670
Odometer	123,480 Mi(Typical)	166,952 Mi(Actual)	-650
Transmission	4 Speed Automatic	5 Speed Manual	-160
Wheel Options	Aluminum/Alloy Wheels	18 Inch Alloy Wheels	80
Market Driven Value			\$3,920
General Sales Tax 5.500%			\$215.60
Deductible			-500.00
Net Adjusted Market Value			\$3,635.60

Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 53081, as determined by the vehicle owner's principally garaged area. Autosource located 23, 2008 Saturn Astra vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 23 comparable vehicles is \$118,036 for an average price of \$5,132.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2008 Saturn Astra, the difference between the asking price and selling price is generally 9%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's odometer, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. An odometer adjustment of 1.50 cents per mile/kilometer has been applied.

Taking into consideration the vehicle specifics, the fair market value is \$3,920.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

1 2008 Saturn Astra XR 2WD 2D Hatchback	W08AT271985091119	\$3,639
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Stock# 6564. 102,956 Miles. 5 Speed Manual, Anti-Lock Brakes, Air Conditioning, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Daytime Running Lights, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Split Folding Rear Seat, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Car King in Menomonee Falls, WI, (414) 255-0262. Vehicle information by Cars.com on 10/30/17.

The advertised price of \$3,999 was adjusted to account for typical negotiation (\$ -360).

2 2008 Saturn Astra XR 2WD 4D Hatchback	W08AT671X85126029	\$3,121
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Stock# 2548. 109,309 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Assist Handle, Cargo Cover, Latch System, Exhaust Tip, Floor Mats.

Offered for sale by Dealer in Appleton, WI, (920) 739-4205. Vehicle information by *Leading Internet Auto Site on 01/01/18.

The advertised price of \$3,500 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -309).

3 2008 Saturn Astra XR 2WD 4D Hatchback	W08AT671685054410	\$4,027
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Stock# 14289. 96,652 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Classic Motorcars Inc in Milwaukee, WI, (414) 545-7235. Vehicle information by Cars.com on 01/22/18.

The advertised price of \$4,495 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -398).

4 2008 Saturn Astra XR 2WD 2D Hatchback	W08AT271385048184	\$4,541
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Stock# 12797. 108,496 Miles. 4 Cylinder 1.8 Engine, 5 Speed Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Driver Information Sys, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar

System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM In-dash CD Changer, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, All Power Options, Under Warranty.

Offered for sale by Ideal Auto Sales in Waukesha, WI, (262) 549-3088. Vehicle information by *Leading Internet Auto Site on 01/22/18.

The advertised price of \$4,990 was adjusted to account for typical negotiation (\$ -449).

5 2008 Saturn Astra XR 2WD 2D Hatchback	W08AT271885119394	\$5,005
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Stock# 119394. 74,511 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Smart Sales & Leasing in Milwaukee, WI, (414) 425-4500. Vehicle information by Cars.com on 12/25/17.

The advertised price of \$5,500 was adjusted to account for typical negotiation (\$ -495).

6 2008 Saturn Astra XE 2WD 4D Hatchback	W08AR671685086935	\$4,758
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Stock# 17VD1111A. 69,632 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats.

Offered for sale by Frank Boucher Racine in Racine, WI, (262) 886-2886. Vehicle information by *Leading Internet Auto Site on 11/20/17.

The advertised price of \$4,859 was adjusted to account for differences in vehicle description (\$370) and typical negotiation (\$ -471).

7 2008 Saturn Astra XE 2WD 4D Hatchback	W08AR671585049102	\$4,670
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Stock# H3686A. 110,423 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Wilde East Towne Honda in Madison, WI, (608) 467-1265. Vehicle information by Cars.com on 11/04/17.

The advertised price of \$4,762 was adjusted to account for differences in vehicle description (\$370) and typical negotiation (\$ -462).

8 2008 Saturn Astra XE 2WD 4D Hatchback	W08AR671X85054747	\$3,517
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Stock# P4332B. 78,091 Miles. 4 Speed Automatic, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Betten Baker Chevrolet Buick in Coopersville, MI, (616) 837-3800. Vehicle information by Cars.com on 01/22/18.

The advertised price of \$3,495 was adjusted to account for differences in vehicle description (\$370) and typical negotiation (\$ -348).

9 2008 Saturn Astra XR 2WD 4D Hatchback	W08AT671X85044673	\$4,474
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Stock# 85044673. 90,871 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Libertyville Toyota Scion in Libertyville, IL, (847) 362-1500. Vehicle information by *Leading Internet Auto Site on 12/19/17.

The advertised price of \$4,986 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -442).

10 2008 Saturn Astra XR 2WD 4D Hatchback

W08AT671885110525

\$4,482

Stock# W0653. 110,689 Miles. 4 Cylinder 1.8 Engine, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Leather Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Crown Motors in Holland, MI, (616) 212-6613. Vehicle information by Cars.com on 01/22/18.

The advertised price of \$4,995 was adjusted to account for differences in vehicle description (\$ -70) and typical negotiation (\$ -443).

About Your Valuation

This report contains proprietary information of Audatex and third parties and shall not be disclosed to any third party (other than the insured or claimant) without Audatex's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. Audatex makes no representations or warranties concerning the applicability or accuracy of such tax data.

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US Pat. No 8468038B2

US Pat. No 8725544

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II

3.1

R. O. No. 28 - 18 - 19. By CITY CLERK. May 21, 2018.

Submitting a claim from David McNabb for alleged damages to his vehicle when it struck a low hanging branch of a tree in the median.

~~Finance~~
Personnel
acq file

CITY CLERK

DATE RECEIVED 5-8-18

RECEIVED BY JW

CLAIM NO. 3-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 8 '18 PM 4:30

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: David McNabb

2. Home address of Claimant: 214 Bonnie Lane Kewaskum WI 53040

3. Home phone number: 262-894-1239

4. Business address and phone number of Claimant: 214 Bonnie Lane
Kewaskum WI 53040

5. When did damage or injury occur? (date, time of day) 4-9-18 8 AM

6. Where did damage or injury occur? (give full description) 2309 N. 11th St Sheboygan, WI 53081, (on street in front)
Top right corner of truck (of house)

7. How did damage or injury occur? (give full description) My employee was pulling up to the house and
struck the truck on a low hanging branch over the
roadway. Tree is in median.

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: Tree overhanging road.

(b) Claimant's statement of basis for such liability: Truck was in the
roadway and struck limb. No height restriction is posted.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 03-15-2011 BY 60322 UCBAW/STP

DATE OF BIRTH: 01-15-1945

PLACE OF BIRTH: [illegible]

EDUCATION: [illegible]

EMPLOYMENT HISTORY: [illegible]

RESIDENTIAL ADDRESS: [illegible]

TELEPHONE NUMBER: [illegible]

DATE OF DEATH: [illegible]

CAUSE OF DEATH: [illegible]

DATE OF BURIAL: [illegible]

PLACE OF BURIAL: [illegible]

DATE OF INTERVIEW: [illegible]

INTERVIEWER: [illegible]

DATE OF REPORT: [illegible]

REPORTING OFFICER: [illegible]

REPORTING OFFICER'S TITLE: [illegible]

REPORTING OFFICER'S ADDRESS: [illegible]

REPORTING OFFICER'S TELEPHONE NUMBER: [illegible]

REPORTING OFFICER'S FAX NUMBER: [illegible]

REPORTING OFFICER'S E-MAIL ADDRESS: [illegible]

REPORTING OFFICER'S SIGNATURE: [illegible]

REPORTING OFFICER'S PRINTED NAME: [illegible]

REPORTING OFFICER'S ORGANIZATION: [illegible]

REPORTING OFFICER'S POSITION: [illegible]

REPORTING OFFICER'S CONTACT INFORMATION: [illegible]

REPORTING OFFICER'S DATE OF REPORT: [illegible]

REPORTING OFFICER'S SIGNATURE: [illegible]

REPORTING OFFICER'S PRINTED NAME: [illegible]

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 / Damage to truck Box top right corner, Estimates attached

11. Name and address of any other person injured: NONE

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

Auto: \$ 2,350.00

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 2350.00

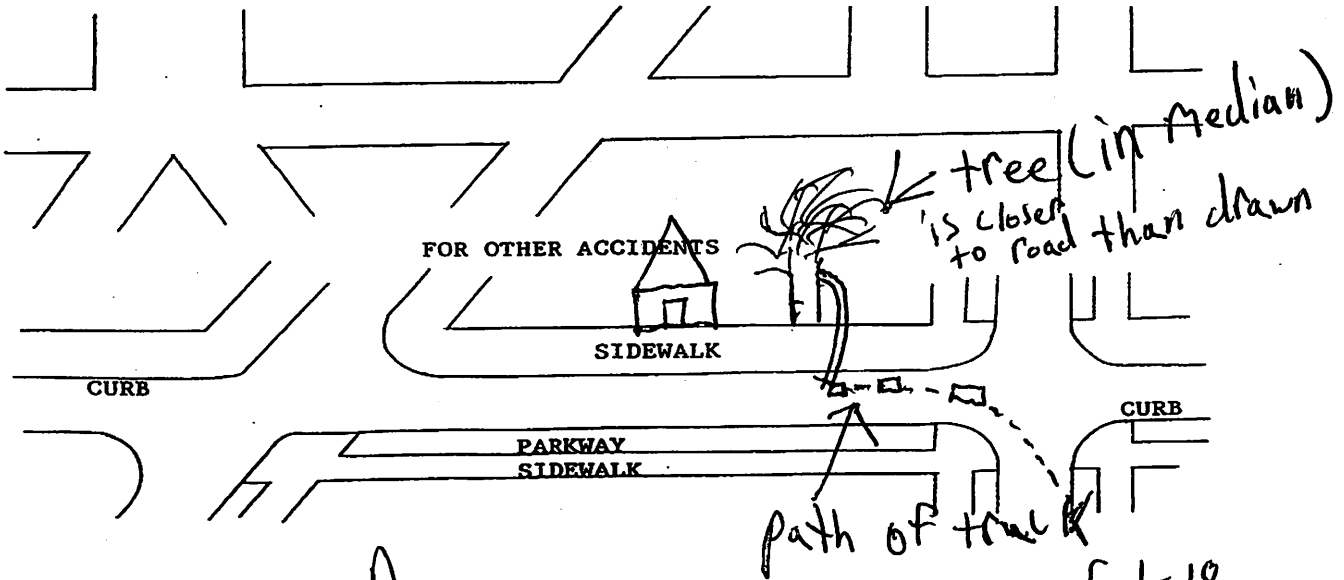
Damaged vehicle (if applicable)

Make: Ford Model: F250 Box truck Year: 2005 Mileage: 183000

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT [Signature]

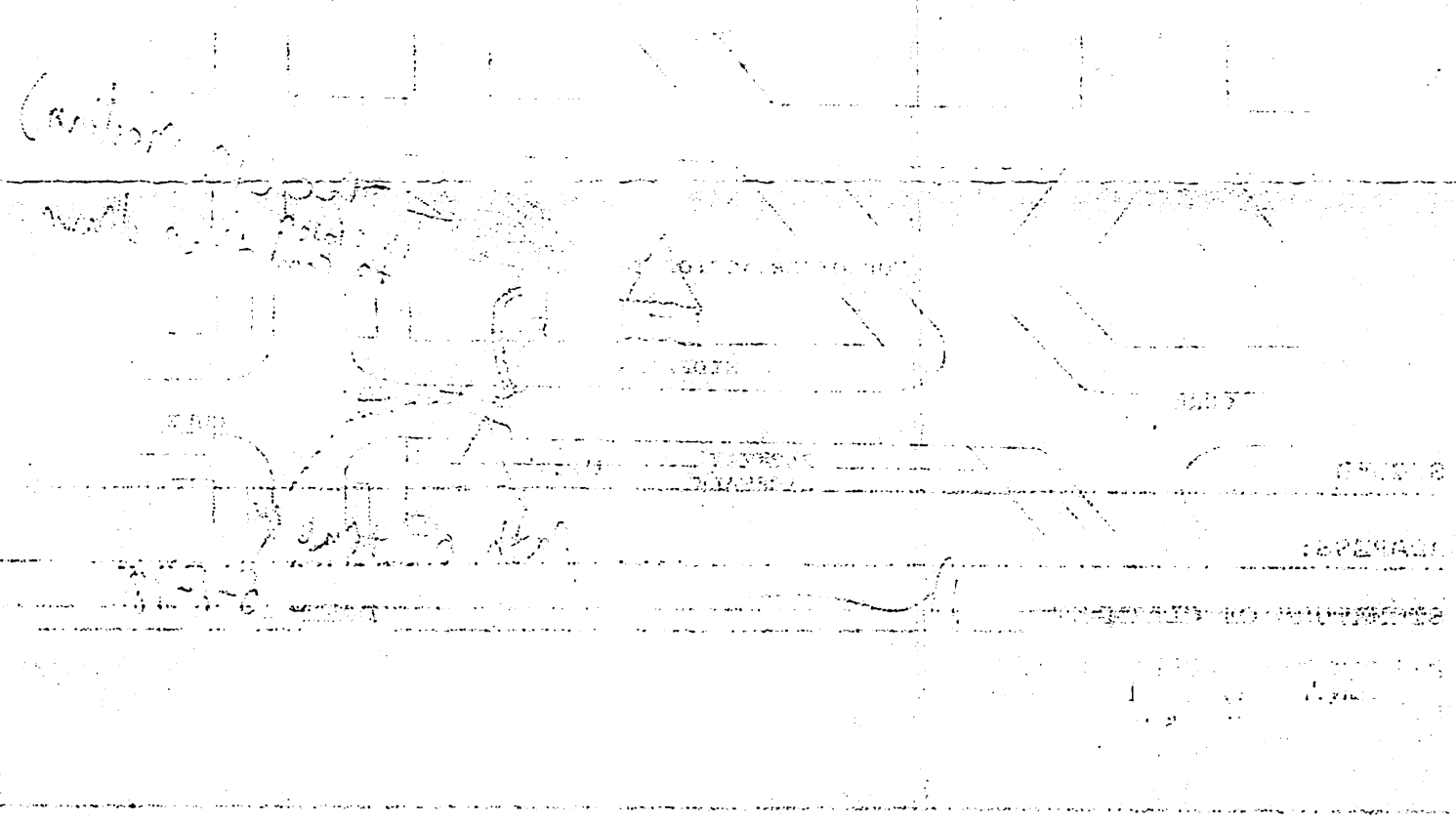
DATE 5-1-18

TO: [Illegible] FROM: [Illegible]

Subject: [Illegible]

[Illegible text block]

[Illegible text block]



DATE RECEIVED 5/8/18

RECEIVED BY JW

CLAIM NO. 3-18

CLAIM

Claimant's Name: David McNabb

Auto \$ 2,350.00

Claimant's Address: 214 Bonnie Lane ~~Reed~~
Kewaskum, WI 53040

Property \$ 0

Claimant's Phone No. 262-894-1239

Personal Injury \$ _____

Other (Specify below) \$ _____

TOTAL \$ 2,350.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2,350.00.

SIGNED



DATE:

5-1-18

ADDRESS:

214 Bonnie Lane Kewaskum WI 53040

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

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637
TEL: 773/936-3100
WWW: WWW.CHEM.UCHICAGO.EDU

RECEIVED
UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE

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DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE

UNIVERSITY OF CHICAGO

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DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

UNIVERSITY OF CHICAGO	DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE	CHICAGO, ILLINOIS 60637
TEL: 773/936-3100	WWW: WWW.CHEM.UCHICAGO.EDU

UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5780 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

Jackson Truck Body Inc.

N168 W20640 Main Street
Jackson, WI 53037-0431
Phone 262-677-3133
Fax 262-677-2211

QUOTE

DATE	ESTIMATE #
4/30/2018	57253

Premier Insulation

P.O. NO.	TERMS	FOB	SALES PEOPLE
		Jackson Wi.	

QTY	ITEM	DESCRIPTION	TOTAL
1	Morgan com...	Corner cap for Morgan van body	130.00T
1	miss	24" upper rail	80.00T
1	van bodies	starter roof bow	65.00T
13	labor	cost to fiberglass the outside of the van body and reinforce the inside with aluminum plate	1,170.00T
		replace 24" of the upper rail	
4	labor	replace the front corner cab, straighten the front radius	360.00T
1	Painting	Prep and paint the outside of the van body Yellow (blend in the patch)	375.00T
1	miss	rivets, caulk and upper rail bolts	45.00T
		Sales Tax	124.61

All of the above prices are subject to change after 15 days.
Any changes or modifications to the job will void the above prices.
Please SIGN this quote and we will put your job into the production order.
THANK YOU

TOTAL	\$2,349.61
--------------	-------------------

SIGNATURE

II

3.2

R. O. No. 29 - 18 - 19. By CITY CLERK. May 21, 2018.

Submitting a claim from David Umberger for alleged damages to front right alignment of his vehicle from street conditions on North 6th Street.

~~Finance~~
~~Personnel~~
accfute

CITY CLERK

DATE RECEIVED 5-11-18

RECEIVED BY MKC

CLAIM NO. 4-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 11 '18 PM 4:14

- 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: DAVID UMBERGER
- 2. Home address of Claimant: 704 UNION
- 3. Home phone number: 920-698-2740
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) MAY 10, 2018

6. Where did damage or injury occur? (give full description) N. 6TH ST @ LINCOLN
1800 BLOCK OF N. 6TH, JUST SOUTH OF LINCOLN

7. How did damage or injury occur? (give full description) STREET REPAIR
IMPACT DAMAGED FRONT RIGHT ALIGNMENT TO CAR

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: STREET REPAIR IS UNMARKED
AND IN POOR + DANGEROUS CONDITION

(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").

DAMAGE TO FRONT RIGHT SUSPENSION / ALIGNMENT

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

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

Auto: \$ 221.00

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 221.00

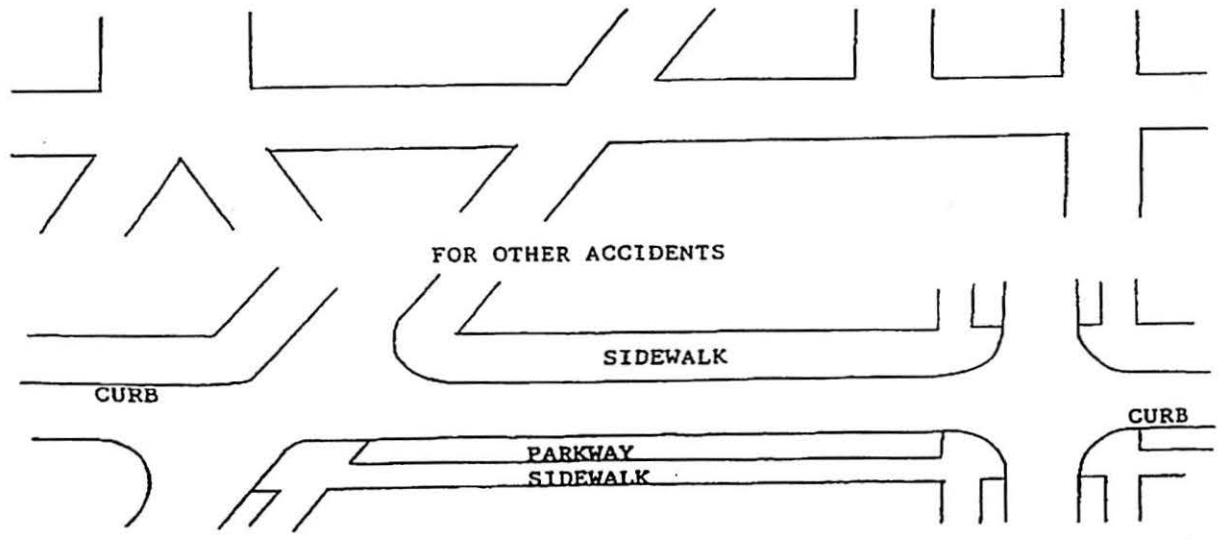
Damaged vehicle (if applicable) 24, 207

Make: SUBARU Model: BRZ Year: 2014 Mileage: 48,228

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT D. Clary DATE 5/11/18

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: DAVID LAMBERS
 Claimant's Address: 704 UNION AVE
SHEBOYGAN, WI
 Claimant's Phone No. 920-698-2740

Auto \$ 221.50
 Property \$ _____
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 221.50

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 \$ 221.50.

SIGNED [Signature]

DATE: 5/11/2018

ADDRESS: _____

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



INTERNATIONAL TOYOTA SCION SUBARU

4120 N. FRONTAGE RD
SHEBOYGAN, WI 53081
920-208-0200
FAX: 920-694-3880

TOYOTA | SCION | SUBARU | HONDA

CELL: 920-698-2740

Customer information form including fields for CUSTOMER NO. (97159), ADVISOR (BENJAMIN KAMP), TAG NO. (165 509), INVOICE DATE (05/11/18), INVOICE NO. (SUCS99088), and various contact details.

JOB# 1 CHARGES

LABOR - J# 1 01SUZ MAINTENANCE TECH(S):1988 120.00
C/S RAN OVER A LARGE HOLE IN THE STREET DUE TO ROAD CONSTRUCTION. CUSTOMER STATES THE VEHICLE HIT VERY HARD AND SCUFFED UP THE PASSENGER SIDE RIMS. PLEASE TEST DRIVE, AND INSPECT FOR ANY DAMAGE. THE TPMS LIGHT CAME ON AFTER THE IMPACT. TECH DID A FULL INSPECTION OF THE VEHICLE. NO DAMAGE FOUND ON THE VEHICLES SUSPENSION. TECH DID FIND THE PASSENGER FRONT TOE TO BE OUT OF ALIGNMENT ANLONG WITH THE STEER AHEAD. FOUR WHEEL ALIGNMENT.

JOB# 1 TOTALS LABOR 120.00
JOB# 1 JOURNAL PREFIX SUCS JOB# 1 TOTAL 120.00

JOB# 2 CHARGES

LABOR - J# 2+01SUZ4WA *FOUR WHEEL ALIGNMEN TECH(S):1988 89.95
PERFORM FOUR WHEEL ALIGNMENT AMD ROAD TEST VEHICLE PERFORMED FOUR WHEEL ALIGNMENT AND ROAD TESTED VEHICLE

JOB# 2 TOTALS LABOR 89.95
JOB# 2 JOURNAL PREFIX SUCS JOB# 2 TOTAL 89.95

ESTIMATE - CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$220.00 (+TAX)

COMMENTS - DELETED OPERATION(S) - 01SUZVI MULTIPOINT INSPECT

TOYOTA | SCION | SUBARU | HONDA

"Motor vehicle repair practices are regulated by Chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

The Reynolds and Reynolds Company, ERAINTS14E, CC723417 Q (10/14)



INTERNATIONAL TOYOTA SCION SUBARU

4120 N. FRONTAGE RD
SHEBOYGAN, WI 53081
920-208-0200
FAX: 920-694-3880

TOYOTA | SCION | SUBARU | HONDA

CELL: 920-698-2740

Customer information form including fields for CUSTOMER NO. (97159), ADVISOR (BENJAMIN KAMP), TAG NO. (165 509), INVOICE DATE (05/11/18), INVOICE NO. (SUCS99088), and vehicle details like YEAR/MAKE/MODEL (14/SUBARU/BRZ/2DR CPE LTD MT).

TOTALS section containing a list of charges: TOTAL LABOR (209.95), TOTAL PARTS (0.00), TOTAL SUBLET (0.00), TOTAL G.O.G. (0.00), TOTAL MISC CHG. (0.00), TOTAL MISC DISC (0.00), TOTAL TAX (11.55), and TOTAL INVOICE \$ (221.50).

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE



TOYOTA | SCION | SUBARU | HONDA

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The Reynolds and Reynolds Company ERANTS/SH CC723417 Q (10/14)

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

II

3.8

R. O. No. 43 - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Dylan Martens for alleged damages to the tire of his vehicle when he drove over nails by the construction site between 8th Street and New Jersey Avenue.

*Finance
Personnel
act file*

CITY CLERK

DATE RECEIVED

5-22-18

MAY 22 '18 AM 11:37

RECEIVED BY

MKC

CLAIM NO.

7-18

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: Dylan Martens
- 2. Home address of Claimant: 1937 Iowa Ave.
- 3. Home phone number: 920-918-6227
- 4. Business address and phone number of Claimant: 3711 S Taylor Dr.
459-9300
- 5. When did damage or injury occur? (date, time of day) 5-10-18 9am
- 6. Where did damage or injury occur? (give full description) over by the construction of the new apartments by the Rec. Dept.
- 7. How did damage or injury occur? (give full description) I got 3 nails in my left rear tire
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: NA
 - (b) Claimant's statement of the basis of such liability: NA
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: 8th St. and New Jersey Ave.
 - (b) Claimant's statement of basis for such liability: Drove down that area once and got 3 nails in my tire

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, I got 3 nails in my left rear tire

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

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

Auto: \$ 67.50
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
TOTAL \$ 67.50

Damaged vehicle (if applicable)

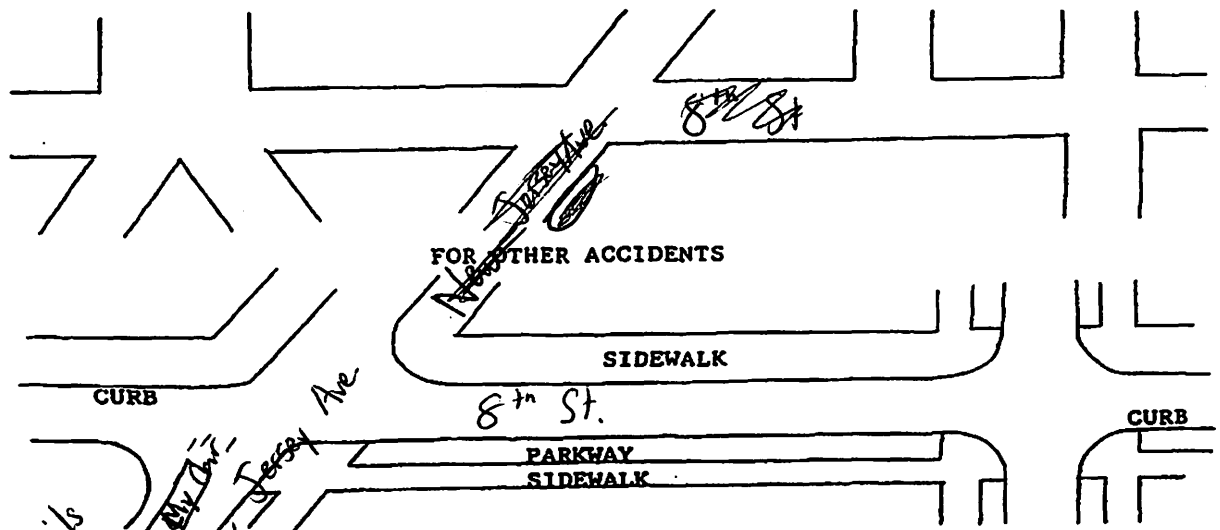
Make: Chevy Model: Venture Year: 2000 Mileage: 150,000

Names and addresses of witnesses, doctors and hospitals: _____

Dylan Masters - 1937 Iowa Ave.

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

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



SIGNATURE OF CLAIMANT

Dylan Masters

DATE

5-22-18

DATE RECEIVED 5-22-18

MAY 22 '18 AM 11:31

RECEIVED BY MKC

CLAIM NO. 7-18

CLAIM

Claimant's Name: Dylan Martens
Claimant's Address: 1937 Iowa Ave
Claimant's Phone No. 920-918-6227

Auto \$ 67.50
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 67.50

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 \$ 67.50.

SIGNED Dylan Martens DATE: 5-22-18

ADDRESS: 1937 Iowa Ave.

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

Sales Associate will provide a CIMS DOT registration card.
Customer mails in CIMS card to register tires.

Service Order:



485700 42506

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.
Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

05-10-2018 (920)918-6227	MARTENS, DYLAN ... SHEBOYGAN, WI 53081		
YEAR 2000	MAKE CHEVROLET	MODEL VENTURE	COLOR Dark Blue
LICENSE 527VFG	ODOMETER 154824	CUSTOMER ARRIVAL TIME 2018-05-10 08:55 AM	SERVICE COMPLETED TIME 2018-05-10 09:23 AM

Service Description	Service
NEW TIRE Whitewall - IN - New Tire - Drv Rear - COMPLETE ROTATE BAL-LIFE	0.00 - DOT Number - Drv Rear - PJ34 KDIR 4917 10.00
- Valve Stem - Drv Rear - COMPLETE FLAT REPAIR TUBELESS	- Balance Accepted - Drv Rear - COMPLETE 0.00
- Battery Check - DECLINED Unsafe environment - Tire Pressure - Drv Rear - CHECKED, 35 - Tire Pressure - Pass Rear - CHECKED, 35	- Tire Pressure - Drv Front - CHECKED, 35 - Tire Pressure - Pass Front - CHECKED, 35 - Flat Repair - Drv Rear - DECLINED Not Applicable
TIRE HAULER FEE - Dispose Tire Accepted - Drv Rear - COMPLETE	1.50
TR418 VS PACKAGE LUG TORQUE Drv Rear 100 FT-LB	3.00

Merchandise Description	Quantity	Unit Price	Merchandise
215/70R15 98T DUG AS	1	53.00	53.00

Customer Comments	Total (Excluding Tax & Govt. Fees) 67.50
Technician Comments ABS LIGHT ON PTS REASON FOR FLAT: DRV REAR,	DISCLAIMER I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle. I UNDERSTAND: 1. Walmart is not responsible for loss/damage to the vehicle or items left in it 2. Walmart does not inspect tires to determine if they are safe. Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear). 3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed. Driving conditions will affect the safety and performance of my tires.
	05-10-2018
CUSTOMER SIGNATURE	DATE

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED

DATE

COMMON TECHNICIAN: VICTORIA 3037
QUALITY CONTROL TECH. LUCAS 4133
SERV WRTR/GREETER: LARRY 4495
THIRD QC TECH: VICTORIA 3037
TIRE TECHNICIAN: VICTORIA 3037

VIII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 16, 2018.

Your Committee to whom was referred Res. No. 49-18-19 by Alderpersons Donohue and Sorenson authorizing executing an agreement with the Wisconsin Historical Society that will provide limited access to City of Sheboygan Public Welfare case files; recommends passing the Resolution.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.5

Res. No. 49 - 18 - 19. By Alderpersons Donohue and Sorenson. July 2, 2018.

A RESOLUTION authorizing executing an agreement with the Wisconsin Historical Society that will provide limited access to City of Sheboygan Public Welfare case files.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached agreement with the Wisconsin Historical Society, a copy of which is attached hereto, in order to provide limited access to public assistance records in the Wisconsin Historical Society's custody.

Handwritten: Approve

Handwritten signatures:

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

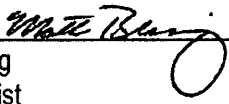
Approved _____ 20____. _____, Mayor



WISCONSIN
HISTORICAL
SOCIETY

Per the conditions provided in Wis. Stat. § 19.21(5)(d), the Wisconsin Historical Society and the City of Sheboygan agree that the Wisconsin Historical Society will provide access to Public Assistance Records in the Society's custody that are defined as confidential under Wis. Stat. § 49.83. Access to confidential records in the above stated series may be granted by the State Archivist or his designee under the following conditions:

- I. Records created before 1945 or that are more than 75 years old will be open for research.
- II. Records of deceased welfare recipients will be open for research unless they reference adoptions or children in foster care.
- III. Access to records created after 1945 or that are less than 75 years old may be provided under the following terms:
 - a. Prospective users must notify the Archives regarding the specifics of their research.
 - b. If conducting research on a specific individual, there shall be no disclosure, either directly or deductively, of personally identifiable information of any other individuals in the record.
 - c. Photocopying or scanning of material by the researcher is prohibited.
 - d. Prospective users shall sign a written agreement indicating they will adhere to the conditions above.

Signature 
Matt Blessing
State Archivist

Date 5/15/2018

Signature _____
Michael J. Vandersteen
Mayor, City of Sheboygan

Date _____

Signature _____
Meredith DeBruin
City Clerk, City of Sheboygan

Date _____

WISCONSIN HISTORICAL SOCIETY

AGREEMENT FOR THE USE OF RESTRICTED MATERIALS

I, _____, will be using the following restricted materials: (Collection title, brief description, call number, etc.)

Myles Horton papers, Mss 831, box 17, Worchester Mental Hospital records

I will be using these materials for the following purpose(s):

(Brief description of your project or the product of your research; attach a prospectus, if available)

-
- I agree not to photocopy any materials from the above records which contain restricted individually identifiable information.
 - I agree not to disclose individually identifiable information from these records (e.g. names, addresses), either directly or through deductive disclosure (e.g. recognizable physical descriptions).
 - I agree to accept responsibility for any violation of the above conditions.

Researcher's signature: _____

Date: _____

Archivist's signature: _____

Date: _____

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. July 16, 2018.

Your Committee to whom was referred Res. No. 51-18-19 by Alderperson Wolf submitting a Relocation Order of the City of Sheboygan, Sheboygan County, Wisconsin (reconstruct North Avenue from Calumet Drive to North 13th Street); recommends passing the Resolution.

Consent.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.7

Res. No. 51 - 18 - 19. By Alderperson Wolf. July 2, 2018.

A RESOLUTION, being a Relocation Order of the City of Sheboygan, Sheboygan County, Wisconsin.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN, for its Relocation Order, hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with Subsection 32.05(1), Wisconsin Statutes, for the purpose of the within described public improvement project, and it is also a determination of necessity for that project in accordance with Subsection 32.07(2), Wisconsin Statutes.

2. That the City of Sheboygan hereby determines that it is necessary and a public purpose to reconstruct North Avenue from Calumet Drive to North 13th Street in the City of Sheboygan, Wisconsin.

3. That said road reconstruction will be built within the area designated in State of Wisconsin Department of Transportation Project Plat No. 4996-01-79 (North Avenue Reconstruction Project Plat) and as set forth in the scale drawings of proposed road construction which is annexed to this Relocation Order as Transportation Project Plat No. 4996-01-78 and which is incorporated herein.

4. That the lands and interests required for this project are described in said Transportation Project Plat No. 4996-01-78.

*Public Works
approve*



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CONVENTIONAL SYMBOLS

SECTION LINE	---	SECTION CORNER SYMBOL		R/W MONUMENT (TO BE SET)	●
QUARTER LINE	---	NON-MONUMENTED R/W POINT	○	FOUND IRON PIN (1/2-INCH UNLESS NOTED)	IP
SIXTEENTH LINE	---	SECTION CORNER MONUMENT		OFF-PREMISE SIGN	
NEW REFERENCE LINE	---	GEODETIC SURVEY MONUMENT		COMPENSABLE	
NEW R/W LINE	---	SIXTEENTH CORNER MONUMENT		NON-COMPENSABLE	
EXISTING R/W OR HE LINE	---	SIGN			
PROPERTY LINE	---				
LOT, TIE & OTHER MINOR LINES	---				
SLOPE INTERCEPT	---				
CORPORATE LIMITS	---	ELECTRIC POLE			
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	---	TELEPHONE POLE			
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)	---	PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)			
TEMPORARY LIMITED EASEMENT AREA	---	ACCESS RESTRICTED BY ACQUISITION			
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	---	NO ACCESS (BY STATUTORY AUTHORITY)			
TRANSMISSION STRUCTURES	---	ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)			
BUILDING TO BE REMOVED	---	NO ACCESS (NEW HIGHWAY)			
BRIDGE	---	PARCEL NUMBER (25)		UTILITY NUMBER (40)	
		PARALLEL OFFSETS			

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	P/L
ALUMINUM	ALUM	RECORDED AS (100')	
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT	RDE
CERTIFIED SURVEY MAP	CSM	EASEMENT	
CONCRETE	CONC	RIGHT	RT
COUNTY	CO	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
DISTANCE	DIST	SEPTIC VENT	SEPV
CORNER	COR	SLOPE INTERCEPT	SI
DOCUMENT NUMBER	DOC	SQUARE FEET	SF
EASEMENT	EASE	STATE TRUNK HIGHWAY	STH
EXISTING	EX	STATION	STA
GAS VALVE	GV	TELEPHONE PEDESTAL	TP
GRID NORTH	GN	TEMPORARY LIMITED EASEMENT	TLE
HIGHWAY EASEMENT	HE	EASEMENT	
IDENTIFICATION	ID	TRANSPORTATION PROJECT	TPP
LAND CONTRACT	LC	PLAT	
LEFT	LT	UNITED STATES HIGHWAY	USH
MONUMENT	MON	VOLUME	V
NATIONAL GEODETIC SURVEY	NGS	WALKWAY	WW
NUMBER	NO		
OUTLOT	OL		
PARKING LOT	P.L.		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), SHEBOYGAN COUNTY, NAD 83 (1991) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4" X 24" REBAR) AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

BASIS FOR EXISTING R/W

SUBDIVISION PLATS
 TRANSPORTATION PROJECT PLAT 4630-05-21 JUNE 06, 2015
 ERDMANN & HEERMANN'S ADD. #2 SEPTEMBER 29, 1908
 J. SCHUBERT'S SUBDIVISION JUNE 14, 1887
 HENNING'S SUBDIVISION JUNE, 1925
 EDWIN SCHAEZTER'S SUBDIVISION APRIL, 1926

CERTIFIED SURVEY MAPS
 VOLUME 25 PAGES 176-178 JUNE 08, 2012
 VOLUME 8 PAGES 268-270 OCTOBER 20, 1988
 VOLUME 24 PAGES 35-37 DECEMBER 16, 2008
 VOLUME 25 PAGES 14-15 APRIL 22, 2011
 VOLUME 26 PAGES 176-178 AUGUST 07, 2014
 VOLUME 3 PAGE 278 APRIL 18, 1977
 VOLUME 20 PAGES 161-164 FEBRUARY 16, 2004

DEEDS OF RECORD
 VOLUME R OF CONTRACTS PAGES 123-124
 FEBRUARY 11, 1938
 VOLUME 101 PAGE 472 DECEMBER 16, 1904
 VOLUME 42 PAGE 412 AUGUST 08, 1874
 VOLUME 42 PAGE 425 JUNE 25, 1874
 VOLUME 205 PAGE 36 AUGUST 26, 1932
 VOLUME 205 PAGE 31 AUGUST 26, 1932
 VOLUME 208 PAGE 18 JULY 28 1933
 VOLUME 205 PAGE 35 AUGUST 24, 1932
 VOLUME 204 PAGE 588 AUGUST 08, 1932
 VOLUME 205 PAGE 22 SEPTEMBER 01, 1932

FOUND SURVEY MONUMENTATION AS SHOWN ON THIS PLAT OF RIGHT-OF-WAY
 PLAT OF SURVEYS

R/W PROJECT NUMBER 4996-01-78	SHEET NUMBER 4.01	TOTAL SHEETS 12
PLAT OF RIGHT OF WAY REQUIRED FOR CALUMET AVE - N. 13TH STREET CITY OF SHEBOYGAN NORTH AVENUE SHEBOYGAN CO.		

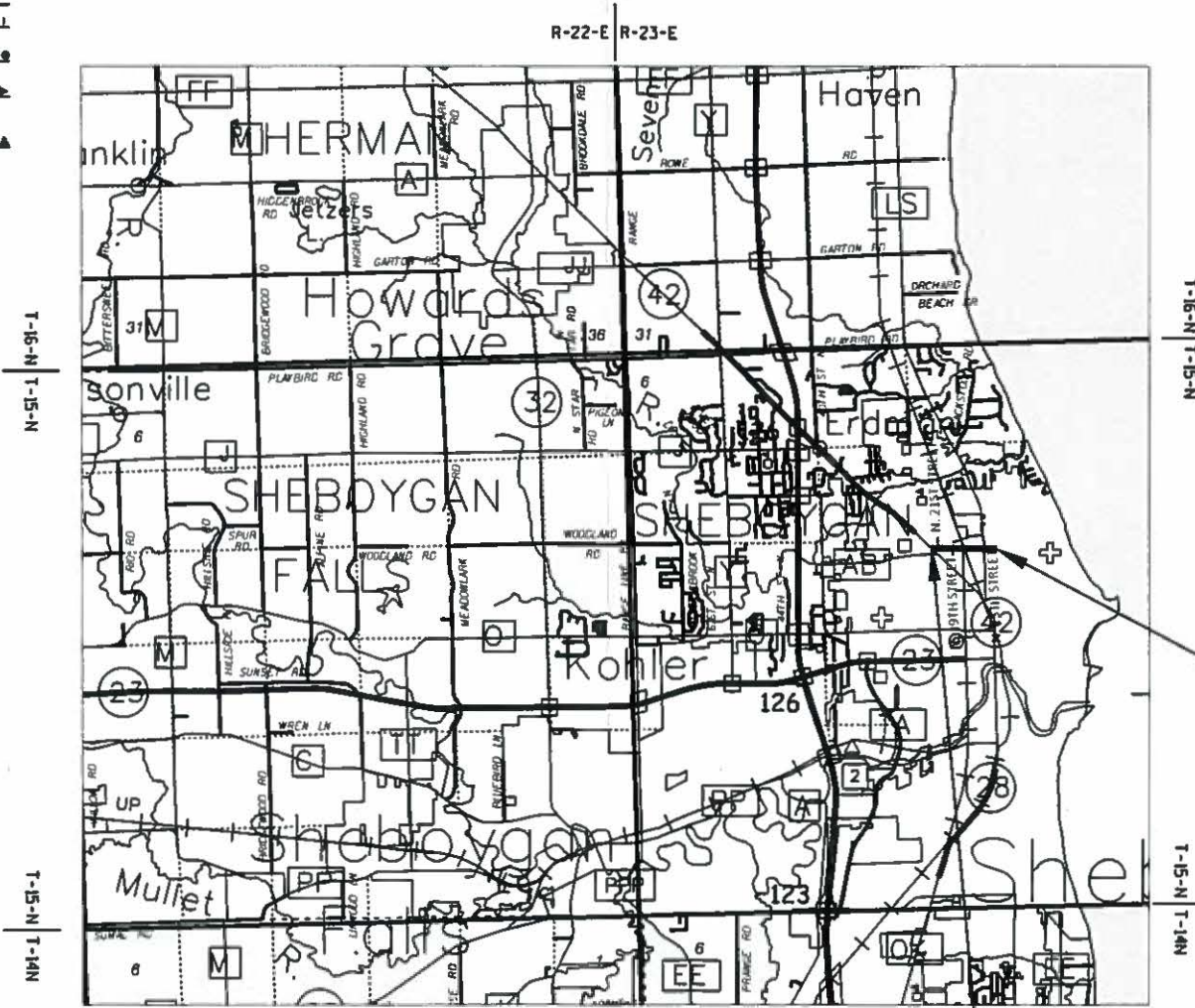
CAUTION
 THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN. TLE AREAS ARE TO THE FACE OF THE BUILDING FOR SLOPING, NOT WITHIN THE BUILDING.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHTS TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

END RELOCATION ORDER STA 46+23.00
 1938.31' EAST AND 656.02' SOUTH OF
 THE NORTH 1/4 CORNER OF SECTION 15,
 TOWNSHIP 15 NORTH, RANGE 23 EAST
 Y-184923.993 X-216520.730



CONVENTIONAL UTILITY SYMBOLS

WATER	---
GAS	---
TELEPHONE OVERHEAD	---
TRANSMISSION LINES	---
ELECTRIC	---
CABLE TELEVISION	---
FIBER OPTIC	---
SANITARY SEWER	---
STORM SEWER	---

TOTAL NET LENGTH OF CENTERLINE = 0.66
BEGIN RELOCATION ORDER STA 11+50.00
 1533.48' WEST AND 616.64' SOUTH OF
 THE NORTH 1/4 CORNER OF SECTION 15,
 TOWNSHIP 15 NORTH, RANGE 23 EAST
 Y-184963.374 X-213048.938

REVISION DATE	DATE	SIGNATURE
	CITY OF SHEBOYGAN	
DATE:	(Signature)	
	(Print Name)	

SCHEDULE OF LAND & INTEREST REQUIRED

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NUMBER	INTEREST REQUIRED	TOTAL ACRES	R/W ACRES REQUIRED			TOTAL ACRES REMAINING	TLE ACRES	PLE ACRES	HIGHWAY EASEMENT ACRES
						NEW	EXISTING	TOTAL				
2	4.05	NORTH CALUMET, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281630210	TLE	0.491					0.086		
3	4.05	2100 NORTH, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281630220	TLE	1.133					0.065		
4	4.05	J & P REAL ESTATE, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281629560	TLE	0.504					0.064		
6	4.05, 4.06	KT REAL ESTATE HOLDINGS LLC	59281602420	TLE	2.109					0.210		
7	4.06	PHOENIX SHEBOYGAN LLC, A WISCONSIN LIMITED LIABILITY COMPANY	59281629510	TLE	6.066					0.066		
8	4.06	DENNIS D. KALTENBRUN	59281629540	TLE	0.195					0.033		
9	4.06	DOUGLAS L. MARTHA H. LEPPANEN	59281608630	TLE	0.291					0.056		
11	4.06	LARRY L. JACQUELINE A. WALSTON	59281608620	TLE	0.163					0.028		
12	4.07	LISA MICHELLE GUELG	59281608341	FEE & TLE	0.143	0.001		0.001	0.142	0.031		
13	4.06, 4.07	KALTENBRUN BROS. ROOFING CO., INC.	59281629520	TLE	0.863					0.052		
14	4.07, 4.08	MANNING LIGHTING INC	59281629480	FEE & TLE	3.040	0.003		0.003	3.037	0.162		
16	4.07, 4.08	KINGSBURY BREWERIES INVESTMENTS, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281608791	TLE	3.438					0.115		
18	4.08	CRAFTED PLASTICS ACQUISITION, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	59281608760	TLE	1.810					0.013		
20	4.08	UNION PACIFIC RAILROAD	59281626405, 59281626410 & 59281629400	TLE & HE						0.108		0.028
21	4.08	PLASTICS ENGINEERING COMPANY	59281626422	PLE	1.130						0.007	
24	4.08, 4.09, 4.10	PLASTICS ENGINEERING COMPANY	59281629040	FEE & TLE	18.850	0.023		0.023	18.827	0.350		
26	4.08	DENNIS A. STONE	59281626430	TLE	0.363					0.053		
27	4.08	KENNETH SCHILLING	59281626440	TLE	0.118					0.014		
28	4.08	STEPHANIE D. VAN DE WEGHE	59281626450	TLE	0.118					0.014		
29	4.08, 4.09	MEE YANG	59281626460	TLE	0.133					0.015		
31	4.09	PATRICIA H. SIENKIEWCZ	59281626470	TLE	0.133					0.015		
32	4.09	TREE OF LIFE PROPERTIES, LLC	59281626480	TLE	0.133					0.015		
33	4.09	MARK S. BUTZEN	59281626490	TLE	0.133					0.013		
34	4.09	CARRIE S. WILLIAMS	59281626500	TLE	0.178					0.018		
36	4.09	JOHN L. VAN GROTHEEST	59281626510	TLE	0.178					0.014		
37	4.09	LARRY M. & CARLA M. VAN DYKE	59281626520	TLE	0.133					0.010		
38	4.09	MARIA K. ZACHARI PERSONAL ASSET TRUST UTA 08-26-1998	59281626530	TLE	0.133					0.012		
39	4.09	SHAWN R. HANSEN	59281626540	TLE	0.133					0.014		
41	4.09	PAMELA J. NESPODZANY	59281626550	TLE	0.136					0.015		
42	4.09, 4.10	JOSEPH P. BONELLI	59281626560	TLE	0.237					0.026		
43	4.10	FRED J. & NICOLE M. DEKANICH	59281626570	TLE	0.133					0.021		
44	4.10	JAMES N. WAGNER	59281626580	TLE	0.163					0.025		
46	4.10	TIMOTHY STEVENS	59281626590	TLE	0.178					0.028		
47	4.10	GLENN C. & SYLVIA A. MOORE TRUST DATED JENUARY 13, 2006	59281626660	TLE	0.110					0.012		
48	4.10	ACCURATE REPAIRS, LLC A WISCONSIN LIMITED LIABILITY COMPANY	59281626610	HE & TLE	0.095					0.037		0.013
49	4.10	SHEILA & CARLA MATLIN	59281626220	FEE & TLE	0.081	0.003		0.003	0.078	0.011		
51	4.10	ADITHI LLC, A WISCONSIN LIMITED LIABILITY COMPANY	59281708890	HE & TLE	0.275					0.055		0.011
52	4.10	BRUNS CHIROPRACTIC OFFICE, S.C., A WISCONSIN CORPORATION	59281718060	HE & TLE	0.248					0.042		0.013
53	4.10	DANIEL C. WILSON	59281708900	TLE	0.143					0.006		
54	4.10	STEVE M. MUELLER & SARAH A. OPPENEER	59281718050	TLE	0.116					0.005		
55	4.10	RITGER CONSERVATION DEVELOPMENT LLC & WILLIAM WESSING	59281709655	TLE	1.690					0.009		

4

4

SCHEDULE OF LAND & INTEREST REQUIRED

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED
100	4.05, 4.07, 4.10	AT&T-WISCONSIN	RELEASE OF RIGHTS
101	4.05, 4.08	PAETEC (a.k.a Windstream)	RELEASE OF RIGHTS

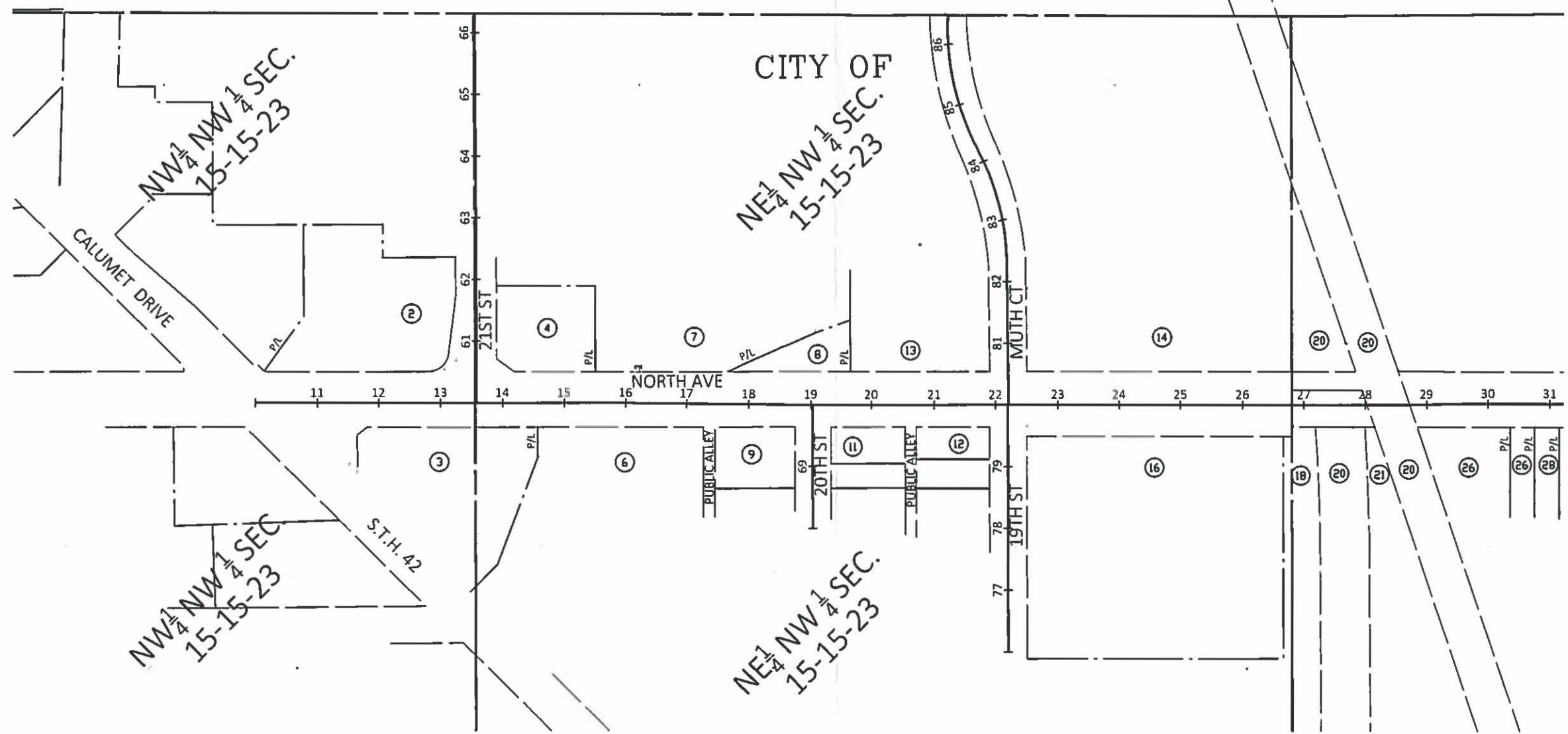
OWNER'S NAME ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTEREST TO THE CITY.

REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.02
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET



4

4



REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER	4996-01-78	PLAT SHEET	4.03
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER	4996-01-79	PS&E SHEET	

E

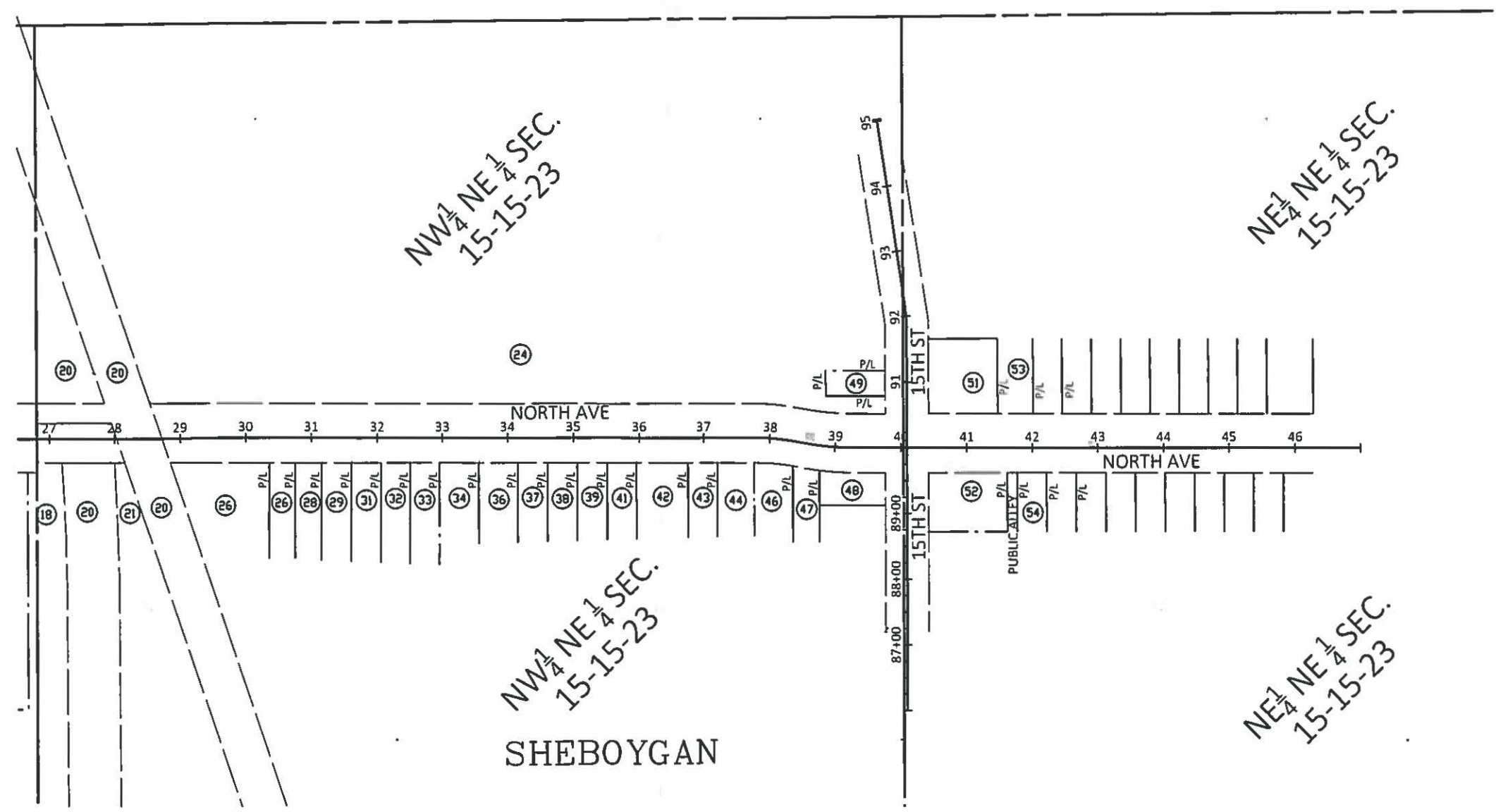
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NW 1/4 NE 1/4 SEC.
15-15-23

NE 1/4 NE 1/4 SEC.
15-15-23

NW 1/4 NE 1/4 SEC.
15-15-23
SHEBOYGAN

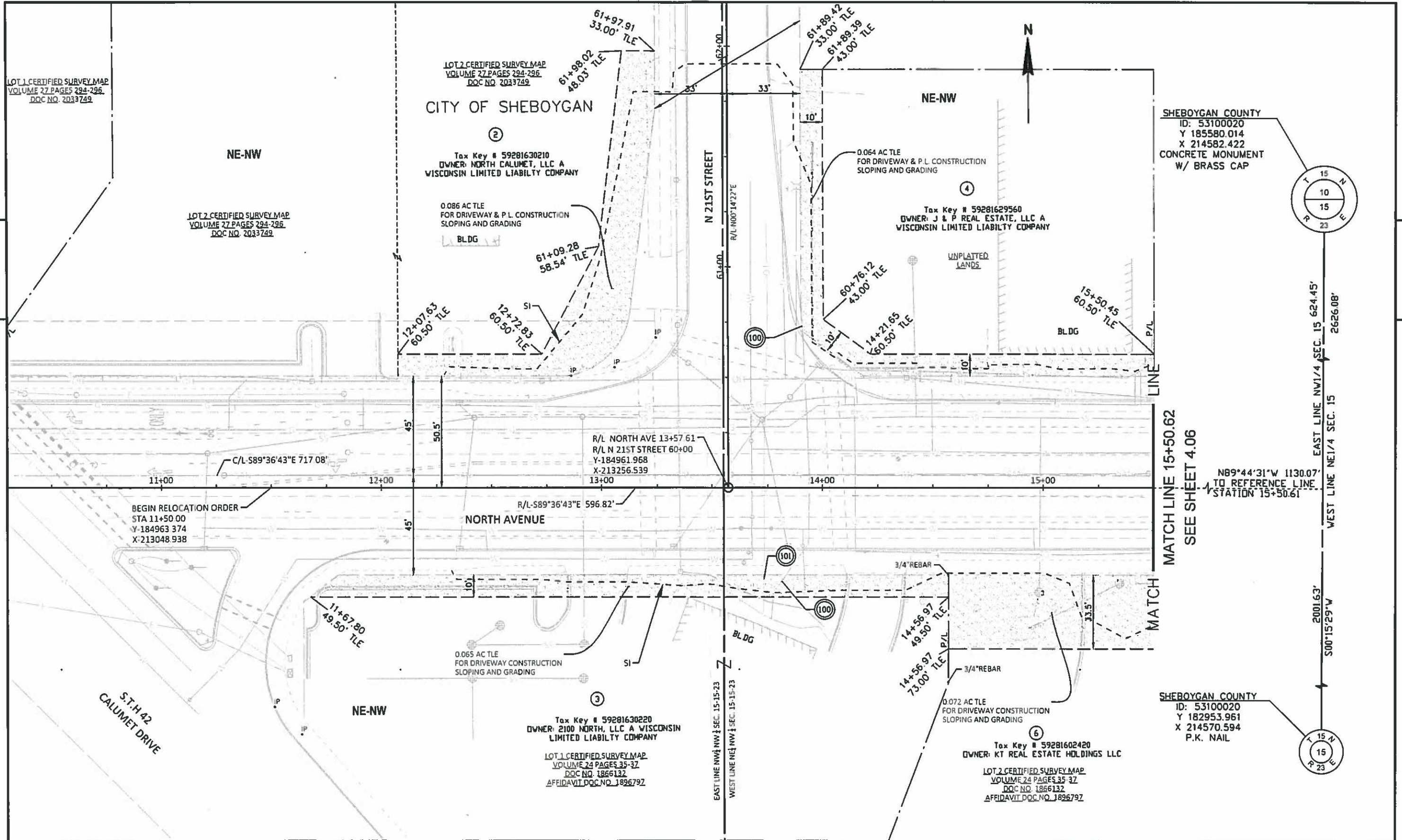
NE 1/4 NE 1/4 SEC.
15-15-23



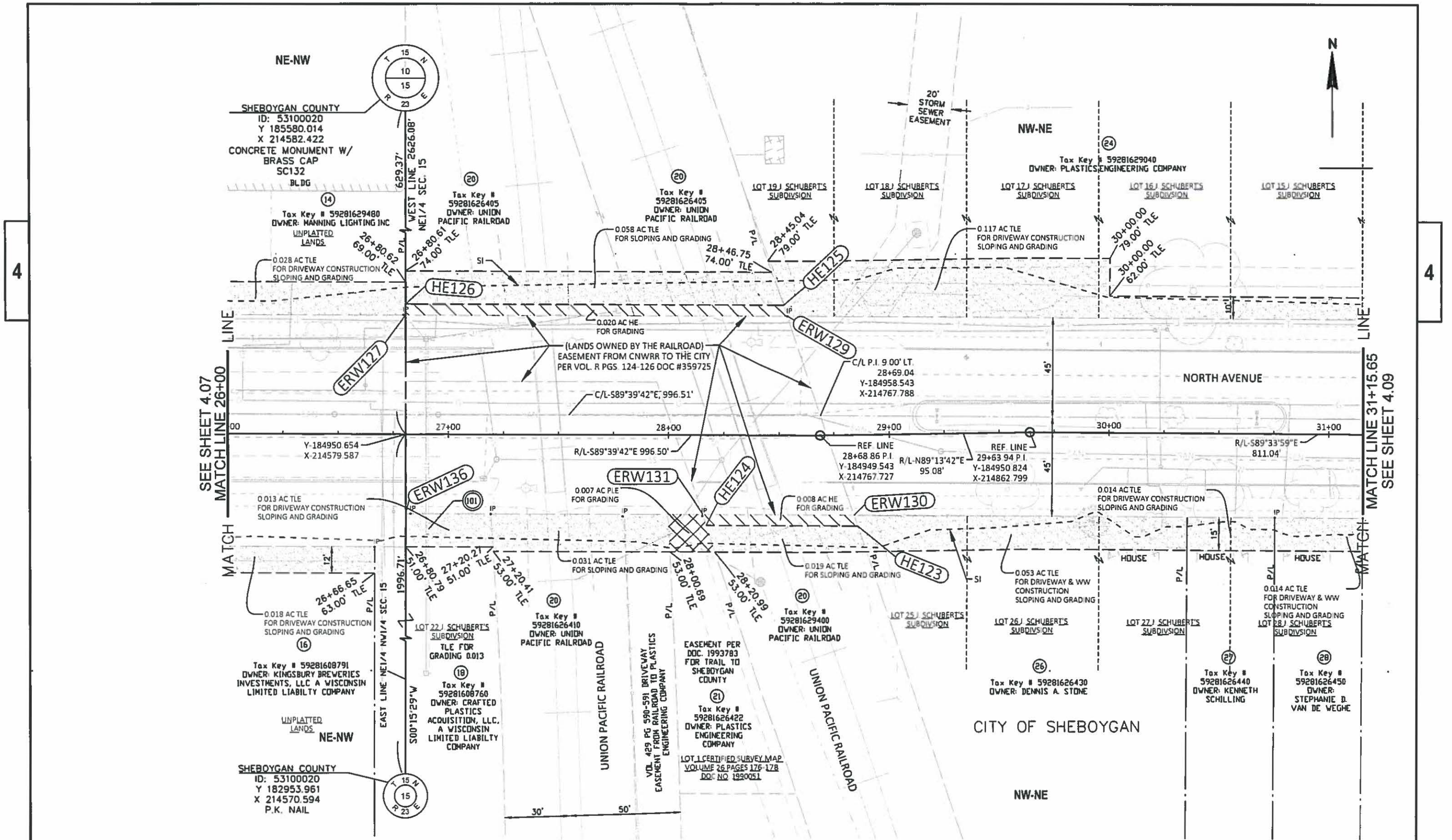
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REVISION DATE	DATE 01/30/2018	SCALE FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.04
	GRID FACTOR N/A	0 100 200	COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET



REVISION DATE	DATE 01/30/2018	SCALE, FEET 0 20 40	HWY: NORTH AVE	STATE R/W PROJECT NUMBER 4996-01-78	PLAT SHEET 4.05
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER 4996-01-79	PS&E SHEET



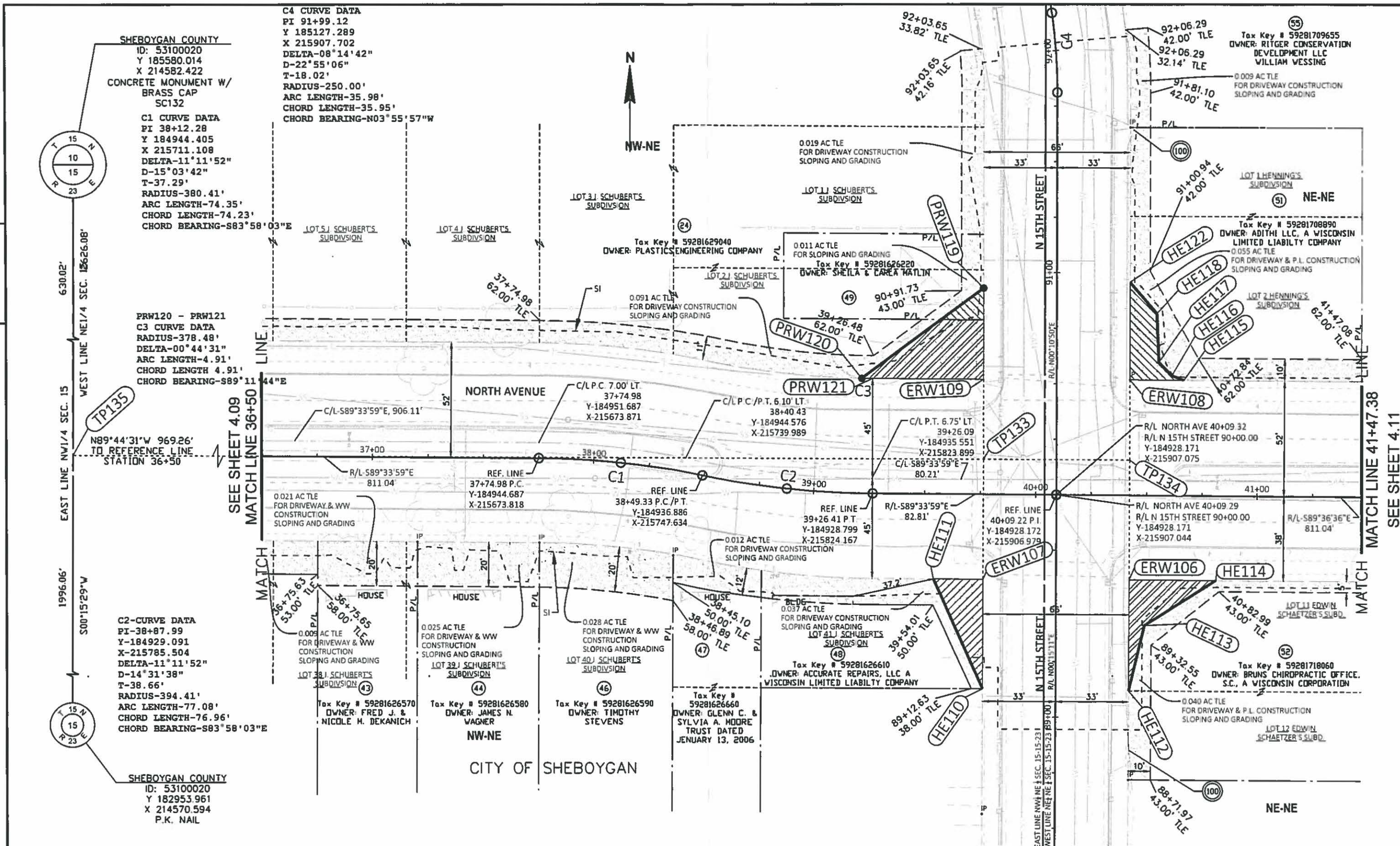
4

4

SEE SHEET 4.07
MATCH LINE 26+00

MATCH LINE 31+15.65
SEE SHEET 4.09

REVISION DATE	DATE 01/30/2018	SCALE: FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER	4996-01-78	PLAT SHEET	4.08
	GRID FACTOR N/A	0 20 40	COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER	4996-01-79	PS&E SHEET	E



REVISION DATE	DATE 01/30/2018	SCALE, FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER	4996-01-78	PLAT SHEET	4.10
	GRID FACTOR N/A	0 20 40	COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER	4996-01-79	PS&E SHEET	E

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP133	S89°44'31"E	1294.54'
TP133	ERW109	N00° 10' 50"E	36.00'
ERW109	PRW121	N89° 33' 59"W	50.00'
PRW121	PRW120	SEE CURVE DATA	
PRW120	PRW119	N53° 36' 09"E	68.38'
PRW119	ERW109	S00°10'50"W	41.02'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE114	North Ave	40+81.53	38.00 RT	184889.680	215979.027
ERW106	North Ave	40+42.38	38.00 RT	184889.947	215939.876
ERW107	North Ave	39+76.41	38.25 RT	184890.172	215873.876
HE111	North Ave	39+54.14	38.25 RT	184890.340	215851.604
TP134	North Ave	40+42.26	15.93 LT	184943.872	215940.124
TP133	North Ave	39+76.25	15.75 LT	184944.170	215874.125
TP135	North Ave	26+80.72	0.65 RT	184950.000	214579.584
HE115	North Ave	40+66.43	52.00 LT	184979.781	215964.541
ERW108	North Ave	40+42.13	52.00 LT	184979.947	215940.238
ERW109	North Ave	39+76.09	51.75 LT	184980.171	215874.238
PRW121	North Ave	39+26.04	51.75 LT	184980.550	215824.239
PRW120	North Ave	39+20.39	51.74 LT	184980.619	215819.326
HE116	North Ave	40+61.12	54.00 LT	184981.817	215959.244

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
ERW100	North Ave	21+90.10	36.00 RT	184917.551	214088.764
PRW101	North Ave	21+83.75	36.00 RT	184917.589	214082.419
TP139	North Ave	26+80.72	0.00	184950.654	214579.587
TP137	North Ave	22+50.87	0.00	184953.192	214149.743
TP138	North Ave	21+90.04	0.00	184953.551	214088.914
PRW104	North Ave	22+58.64	54.00 LT	185007.145	214157.838
ERW105	North Ave	22+50.31	54.00 LT	185007.194	214149.504

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP139	S00°15'29"W	629.37'
TP139	TP138	N89°39'24"W	490.68'
TP138	ERW100	S00° 14' 18"W	36.00'
ERW100	PRW102	S00° 14' 18"W	19.20'
PRW102	PRW101	N18° 02' 27"W	20.23'
PRW101	ERW100	S89° 39' 42"E	6.35'

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP133	S89°44'31"E	1294.54'
TP133	ERW107	S00° 15' 11"W	54.00'
ERW107	HE110	S00° 15' 11"W	49.22'
HE110	HE111	N24° 03' 49"W	54.09'
HE111	ERW107	S89° 33' 59"E	22.27'

SHEET 4.10

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
PRW103	Muth Ct	80+80.37	30.00 RT	185033.869	214149.386

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
PRW102	N 19th St	79+44.85	30.00 LT	184898.354	214088.684

SHEET 4.07

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP139	S00°15'29"W	629.37'
TP139	TP137	N89°39'24"W	429.85'
TP137	ERW105	N00° 15' 14"W	54.00'
ERW105	PRW103	N00° 15' 14"W	26.68'
PRW103	PRW104	S17° 33' 07"E	28.03'
PRW104	ERW105	N89° 39' 42"W	8.33'

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP134	S89°44'31"E	1360.55'
TP134	ERW106	S00° 15' 11"W	53.93'
ERW106	HE114	S89° 36' 36"E	39.15'
HE114	HE113	S57° 51' 06"W	38.08'
HE113	HE112	S13° 37' 30"W	30.27'
HE112	ERW106	N00° 15' 11"E	49.95'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE112	N 15th St	89+11.97	33.00 RT	184840.001	215939.655
HE110	N 15th St	89+12.63	33.00 LT	184840.952	215873.659
HE113	N 15th St	89+41.42	40.00 RT	184869.417	215946.785

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	HE126	S00°15'29"W	570.37'
HE126	ERW127	S00°15'29"W	5.00'
ERW127	EW129	S89°40'13"E	172.90'
EW129	HE125	N18°27'25"W	5.28'
HE125	HE126	N89°40'13"W	171.21'

SHEET 4.08

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	TP135	S00°15'29"W	630.02'
TP135	TP134	S89°44'31"E	1360.55'
TP134	ERW108	N00° 10' 50"E	36.07'
ERW108	HE122	N00° 10' 50"E	43.91'
HE122	HE118	S40° 30' 40"E	18.41'
HE118	HE117	S02° 25' 18"E	22.03'
HE117	HE116	S44° 42' 53"E	8.50'
HE116	HE115	S68° 58' 27"E	5.68'
HE115	ERW108	N89° 36' 35"W	24.30'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE117	N 15th St	90+59.83	46.00 RT	184987.858	215953.263
HE118	N 15th St	90+81.84	45.00 RT	185009.865	215952.332
PRW119	N 15th St	90+92.92	33.00 LT	185021.195	215874.367
HE122	N 15th St	90+95.79	33.00 RT	185023.858	215940.376

COURSE TABLE REPORT			
START PT NAME	END PT NAME	BEARING	DISTANCE
SC132	ERW136	S00°15'29"W	665.37'
ERW136	ERW131	S89°39'42"E	134.41'
ERW131	ERW130	S89°38'26"E	69.00'
ERW130	HE123	S18°27'25"E	5.28'
HE123	HE124	N89°38'26"W	69.01'
HE124	ERW131	N18°31'23"W	5.28'

STATION & OFFSET TABLE					
POINT	ALIGN	STATION	OFFSET	Y COORDS	X COORDS
HE123	North Ave	28+85.10	41.35 RT	184908.417	214784.518
HE124	North Ave	28+16.89	41.00 RT	184908.850	214715.515
ERW130	North Ave	28+83.49	36.32 RT	184913.428	214782.846
ERW131	North Ave	28+15.18	36.00 RT	184913.861	214713.836
ERW136	North Ave	26+80.77	36.00 RT	184914.655	214579.425
ERW129	North Ave	28+53.54	54.03 LT	185003.659	214752.730
ERW127	North Ave	26+80.64	54.00 LT	185004.654	214579.831
HE125	North Ave	28+51.84	59.03 LT	185008.668	214751.058
HE126	North Ave	26+80.64	59.00 LT	185009.654	214579.853

REVISION DATE	DATE 01/30/2018	SCALE FEET	HWY: NORTH AVE	STATE R/W PROJECT NUMBER	4996-01-78	PLAT SHEET	4.12
	GRID FACTOR N/A		COUNTY: SHEBOYGAN	CONSTRUCTION PROJECT NUMBER	4996-01-79	PS&E SHEET	E

II

R. O. No. - 18 - 19. By CITY CLERK. July 16, 2018.

Submitting a communication from Scott Steinberg requesting a waiver from the Sex Offender Residency requirements in order to reside at 1013 Humboldt Avenue.

RHS

CITY CLERK

JUL 11 '18 AM 11:20 - Completed app. received

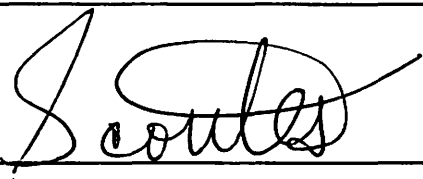
~~JUL 10 '18 AM 11:54~~

Date: 7-10-18

My name is: SCOTT STEINBERG

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

1013 HUMBOLDT AVE

Signature: 

Phone Number: 920 - 287 - 4838

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

①②

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II

R. O. No. _____ - 18 - 19. By CITY CLERK. July 16, 2018.

Submitting a communication from Dakota Knabe requesting a waiver from the Sex Offender Residency requirements in order to reside at 1508 Indiana Avenue, Apt. 7.

LIPS

CITY CLERK

Date: 7-10-18

My name is: Dakota Knabe

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

1508 Apt 7 Indiana Ave
Shep. WI 53081

Signature: Dakota Knabe

Phone Number: 920-287-8921

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. July 16, 2018.

A RESOLUTION officially recognizing the Vollrath/North Point Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Vollrath/North Point Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To build community by providing a forum for sharing information, bringing neighbors together, promoting activities, and fostering civic involvement in our diverse community.

The primary goals of the Vollrath/North Point Neighborhood Association are to:

- Promote neighborliness, cooperation and good will among the members of our neighborhood;
- Facilitate neighborhood conversation and consensus on important topics and to provide a neighborhood voice;
- Hold meetings to serve as a forum for neighbors to communicate with each other and with various city departments;
- Represent the neighborhood and its residents in the wider Sheboygan community; and
- Develop local leadership and resources to effectively deal with neighborhood issues; and

WHEREAS, the Vollrath/North Point Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the south side of Geele Avenue on the north between North 3rd and North 4th Street and then extending to the lake, north side of Superior Avenue on the south from North 4th Street to the lake, North 4th Street on the west from Geele Avenue to Superior Avenue and the lake on the east from Geele Avenue to Superior Avenue.

WHEREAS, the Vollrath/North Point Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the Vollrath/North Point Neighborhood Association.

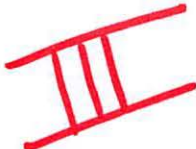
Ray Over

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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. _____ - 18 - 19. By Alderpersons Wolf and Sorenson. July 16, 2018.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Larry M. Samet and Mary Kay Vincent-Samet, 715 Pershing Avenue

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 3rd day of July, 2018, by Larry M. Samet and Mary Kay Vincent-Samet, husband and wife residing at 715 Pershing Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-012160
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 34 feet of the north 28 feet of the west 60 feet of the east one-half of the vacated public playground of the following described property:

LOT FIVE (5) EXCEPT THE EAST FIFTEEN (15) FEET, AND ALL OF LOT SIX (6), BLOCK TWO (2), ALSO THE WEST SIXTY (60) FEET OF THE EAST ONE-HALF OF VACATED PLAYGROUND ADJACENT TO LOTS ONE (1) AND (2), BLOCK TWO (2), ALSO THE NORTH SEVEN (7) FEET OF VACATED EAST-WEST ALLEY ADJACENT, NORTH SHORE SUBDIVISION NO. ONE (1), CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 3rd day of July, 2018.

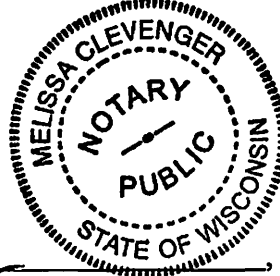
Larry M. Samet

Larry M. Samet
(Sign in the presence of a Notary Public)

Mary Kay Vincent-Samet

Mary Kay Vincent-Samet
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)



Personally came before me, this 3rd day of July, 2018, Larry M. Samet and Mary Kay Vincent-Samet, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Melissa Clevenger
Notary Public-Sheboygan County
My commission expires 7-24-21

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2018, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
July 16, 2018.

Your Committee to whom was referred Res. No. 50-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget; recommends passing the Resolution.

res

_____ 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

5.6

III

Res. No. 50 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
July 2, 2018

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purposes of:

Establish appropriation for contribution from Alliant Energy Foundation for Fire Department fire-fighting supplies.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contributions 10122100-467101	General Fund Fire Department Supplies 10122100-530500	\$1,000

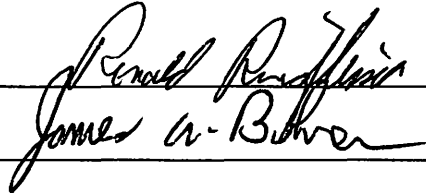
Establish appropriation for contributions from Sheboygan County for Fire Department to recalibration equipment.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contributions 10122100-467101	General Fund Fire Department Safety Equipment 10121100-530256	\$1,040

*Finance
Personnel
approve*

Establish appropriation to enter into contract for TIF 19 planning.
The advance will be repaid with interest from future increment.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Advance to TIF 19 101-253000	TIF 19 Capital Project Fund Contractor Services 42961100-521900	\$11,600



James W. Bohrer

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. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. July 16, 2018.

Your Committee to whom was referred Res. No. 52-18-19 by Alderperson Wolf authorizing a professional services agreement with Ruekert-Mielke for the design phase of the Southside Sanitary Sewer Study for the City of Sheboygan; recommends passing the Resolution.

mg

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. 52 - 18 - 19. By Alderperson Wolf. July 2, 2018.

A RESOLUTION authorizing a professional services agreement with Ruekert-Mielke for the design phase of the Southside Sanitary Sewer Study for the City of Sheboygan.

WHEREAS, the City is acting as the lead agency for the Southside Sanitary Sewer Study; and

WHEREAS, the proposal for services submitted by Ruekert-Mielke was considered the most justifiable after being reviewed by a team of City Staff.

RESOLVED: That the proposal of Ruekert-Mielke for the design phase of the Southside Sanitary Sewer Study is deemed most advantageous, and the appropriate City officials are hereby authorized to enter into a professional service agreement with Ruekert-Mielke in an amount not to exceed \$97,560; payment from Account No. 60134110-521900.

*Public Works
approve.*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

June 13, 2018

Mr. David H. Biebel
Director of Public Works
Department of Public Works
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

RE: Southside Sewer Study

Dear Mr. Biebel:

Based upon our previous discussions, we have prepared the following Scope of Services for a study of the future sanitary sewer needs for an area on the south side of the City of Sheboygan in the City and Town of Wilson.

Our client will be the City of Sheboygan and the Study will be led and directed by you. Participation by others including the Town of Wilson, Bay Lake Regional Planning Commission, the Wisconsin Department of Natural Resources, Aldrich Chemical, Alliant Energy, Kohler Company and Village of Kohler, will be through you.

Flow Metering

Currently, the City is conducting flow metering at 5 manholes in sections of the existing sanitary sewerage system in the Study area. As the Study progresses, additional flow metering may be necessary at additional locations in order to determine the current remaining capacity in the critical segments of the existing sewers. We have been compiling the flow data received from the City as a result of this flow metering and will be summarizing this information in our final report.

Study Area

The tentative area to be included in this Study is depicted in Figure 1 and is roughly described as the Alliant Energy Power Line Corridor north of Weeden Creek Road on the north, the southern boundary of the City's existing Sanitary Sewer Service Area on the south, Lake Michigan on the east and the UPRR tracks on the west (including the Aldrich Chemical and Alliant Energies properties). Additional Study Area may be added to the west after we have met with major stakeholders in that region.

--8000-00000 Miscellaneous Project Files > 100 General Services > Correspondence > Biebel-20180613-Southside Sewer Study.docx--

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 2

Land Use

We have obtained a map of the City's future land use in the Study Area from Vandewalle & Associates. We will digitize this information and utilize it for the determination of future flows. We will also check this document against the future land use map utilized by Bay Lake Regional Planning Commission for consistency.

We will utilize the current mapping from Bay Lake regional Planning Commission with regard to Environmentally Sensitive Areas (ESA's) that are to be excluded from sewer service areas per Wisconsin Administrative Code NR 121.05(1)(g) 2.c.

Flow Coefficients

Based upon our experience and established guidelines, we will derive sewage flow coefficients for each of the various land uses in the Study Area. We will review these coefficients with you and, upon concurrence, utilize these going forward.

Sewage Flow Subbasins

Utilizing existing topographic information and mapping from Sheboygan County, we will divide the Study Area into appropriately sized subbasins for flow derivation purposes.

Flow Development

With the land use, flow coefficients and subbasin boundaries determined, we will calculate flows for each subbasin in tabular form and on an appropriately scaled map.

Existing Flows and Remaining Capacities in Existing Sewerage System

Based upon flow metering efforts by the City and review of City-provided record drawings, we will estimate the existing and ultimate flow capacity of the existing sanitary sewerage system in the Study Area tributary to the existing sewage pump station on Lakeshore Drive. During our previous work on the SouthPointe Enterprise Campus project, we have determined the existing capacity of the Lakeshore Drive pump station.

Sewage Flow Routing

With subbasin sewage flows determined, we will look at various scenarios for routing the sewage flows from the Study Area to the Lakeshore Drive Sewage Pump Station. We will look at options of utilizing the existing sewer interceptor system, expansions in size of all or portions of the existing sewer interceptor system and new sewers 12-in and larger.

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 3

Geotechnical Analysis

We will do a desktop analysis of the existing geotechnical aspects of the proposed work in Weeden Creek Road due to the perceived soil and groundwater conditions.

Cost Estimates

We will prepare estimates of construction costs of the feasible alternative solutions.

Field Survey Work

Some field survey work may be required to verify invert elevations of existing sewers at critical points. We have included one day of field survey in this proposal.

Sewage Pump Station Alternative Analysis

As mentioned above, we have already determined the existing firm capacity of the Lakeshore Drive sewage pump station. With the new flows determined in this Study, we will prepare a cost estimate of the necessary upgrades and modifications to the existing pump station to accommodate the new flows from the Study Area. We will also prepare a cost estimate for a new replacement sewage pump station for comparative purposes. We will consider staged improvements/construction since the ultimate Study Area flows will not occur all at once.

Final Report

We will prepare a letter report of our findings and recommendations. The report will include a summary of our findings along with appropriate exhibits, figures and cost estimates.

Meetings

The number of meetings between City Staff and ourselves is not known at this time due to the uncertainty of the involvement of other parties including the Town of Wilson, Bay Lake Regional Planning Commission, Department of Natural Resources, Aldrich Chemical, Alliant Energies, Village of Kohler and Kohler Company. For purposes of this proposal, we have included a total of 7 – 2-hour meetings with City Staff and others as directed by the City. *Additional meetings as requested by the City would be invoiced at our hourly rates.*

Intermunicipal Agreement

We are available to assist the City in discussions regarding the operation and ownership of the facilities detailed in the Study. *We propose these discussions and associated meetings*

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 4

would be invoiced at our hourly rates since the scope and duration of these meetings is unknown at this time.

Regulatory Agency Meetings and Discussions

We believe strongly that involvement and concurrence by both the Bay Lake Regional Planning Commission and the Wisconsin Department of Natural Resources in the final Study outcome and recommendations is very important for the City's future since this Study will be the basis for all future sanitary sewer extensions in the Study Area.

We would be available to present and discuss our findings and recommendations as the City sees fit.

Schedule

Assuming we are given a notice to proceed by July 1, 2018, we believe we will have a preliminary report ready for review by the City by January 1, 2019 and a final report by May 1, 2019 in time for preparation of the City's sanitary sewer capital budgeting.

General Project Administration

The Project Manager for this study will be Andy Petersen. Andy has significant experience in these types of studies having completed many during his tenure at Ruekert & Mielke.

City's Responsibilities

In order for us to perform our work, we assume the City will provide the following in a timely manner:

1. Flow Metering.
2. Provide contact information for Aldrich Chemical, Village of Kohler, Kohler Company.
3. Coordination with outside entities including Town of Wilson, Bay Lake Regional Planning Commission, Wisconsin Department of Natural Resources, Aldrich Chemical, Alliant Energy, Kohler Company, and Village of Kohler.
4. Review and comment on preliminary drafts of Study.

Mr. David H. Biebel
City of Sheboygan
June 13, 2018
Page 5

Based upon the above Scope of Services, we propose to complete this study at a cost not to exceed \$ 97,560. We have attached a spreadsheet showing the breakdown of the estimated hours for this study.

If this proposal meets with the City's approval, we will prepare an appropriate Agreement for Professional Services for ratification by the City.

We look forward to working the City on this very important piece of the City's future.

Very truly yours,

RUEKERT & MIELKE, INC.



Joseph W. Eberle, P.E. (WI, IL, MN)
Senior Project Manager
jeberle@ruekert-mielke.com



Anthony D. Petersen, P.E.
Senior Project Manager
apetersen@ruekert-mielke.com

JWE:sjs

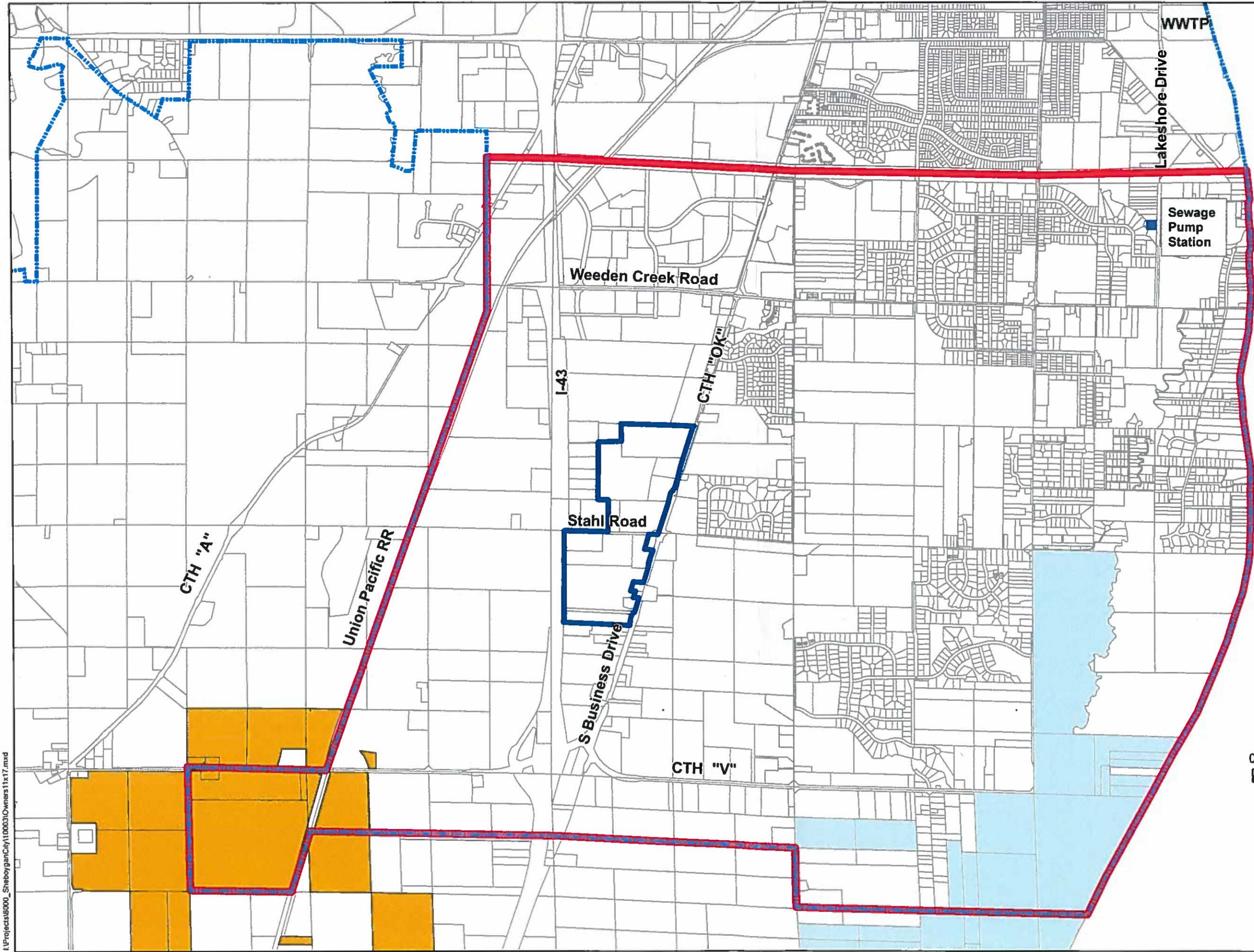
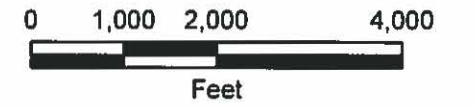
Enclosures: Study Area Map
Estimated Hours Spreadsheet

cc: Chad D. Pelishék, City of Sheboygan
Ryan J. Sazama PE, AIA, City of Sheboygan
David W. Arnott, P.E., Ruekert & Mielke, Inc.
File

Figure 1
Southwest Sewer Service Study Area

Legend

- SouthPointe Enterprise Campus
- Existing SSA Boundary
- Study Area
- State Owned Lands
- Aldrich Properties



South Side Sanitary Sewer Study
City of Sheboygan - Town of Wilson
8000-10003.100

Last Edited: 6/13/2018

Initials	Joe Eberle	Andy Petersen	Peter Gensch	Pat Walters	Mark Van Waelken	Dave Amott	Maureen McElroon	Aaron Krueger	Dobbin Anderson	Chris Ruetten	Andy Lachner	Scott Donahue	Sue Shief	Subconsultant	Task Total	Task Total	Task Total
Employee Class	JWE	ADP	PG	PTW	MBV	DWA	MAM	AK1	OLA	CJR	AFL	SAD	SJS	Dollars	w/o Expenses	Expenses	Dollars
Hourly Rates	E7	E6	E2	E7	E4	E6	EC	ET2	GIS	PLS	CC	ST3	AA				
Preliminary Study and Report																	
Prepare Overall Project Schedule		4													\$ 660.00		\$ 660.00
Project Management		20													\$ 3,300.00		\$ 3,300.00
Coordinate with City of Sheboygan for Collection of Flow Meter Data by Foth		4													\$ 660.00		\$ 660.00
Review, Chart and Analyze Flow Meter Data Collected at 5 Sites (January - August 2018)		40													\$ 6,600.00		\$ 6,600.00
Review Records of Existing Downstream Sewage Collection Facilities		4	8												\$ 1,572.00		\$ 1,572.00
Analyze Approximate Remaining Capacity in Existing Downstream Sewers				2	4	2									\$ -		\$ -
Analyze Approximate Remaining Capacity in Existing Downstream Sewage Pumping Station															\$ 1,248.00		\$ 1,248.00
City of Sheboygan Design Requirements	2	2													\$ 700.00		\$ 700.00
Town of Wilson Design Requirements	2	2													\$ 700.00		\$ 700.00
Coordinate Study Area Limits with City of Sheboygan and Town of Wilson	1	1													\$ 350.00		\$ 350.00
Ultimate Service Area Determination	4	4						2							\$ 1,604.00		\$ 1,604.00
Obtain Future Land Use Projection Information from Vandewalle & Associates									2						\$ 258.00		\$ 258.00
Obtain Future Land Use Information from Bay Lakes	2	2													\$ 700.00		\$ 700.00
Develop Future Land Use Plan for Study per City and Bay Lake Criteria	4	8													\$ 2,060.00		\$ 2,060.00
Prepare Base Drawing for Preliminary Study Exhibits	1	2						4							\$ 923.00		\$ 923.00
Prepare Existing Mapping of Project Corridor for Preliminary Study Exhibits	4	8	32					40	20						\$ 12,368.00	\$ 250.00	\$ 12,618.00
Topography and Air Photo															\$ -		\$ -
Study Area and Sewerage Subbasins															\$ -		\$ -
Existing Collection System															\$ -		\$ -
Future Land Use															\$ -		\$ -
Routing Alternatives															\$ -		\$ -
Recommended Routing Plan													1		\$ -		\$ -
Determine Flow Coefficients for Each Development Type		2													\$ 402.00		\$ 402.00
Divide Study Area into Smaller Sewerage Subbasins	1	2	8					4							\$ 1,835.00		\$ 1,835.00
Prepare Sewage Flow Generation Tables		2	8												\$ 1,242.00		\$ 1,242.00
Preliminary Pipe Sizing & Depth			15												\$ 1,824.00		\$ 1,824.00
Field Survey (if Necessary)										2	8	8			\$ 1,872.00	\$ 240.00	\$ 2,112.00
Contact Diggers' Hotline															\$ -		\$ -
Review Existing Utility Mapping Provided by Others															\$ -		\$ -
Provide Survey Control															\$ -		\$ -
Perform Topographic Survey of Critical Existing Elements Along Proposed Routes															\$ -		\$ -
Process Survey Downloads and Analyze Data															\$ -		\$ -
Perform Adjustments of Survey Data															\$ -		\$ -
Prepare Base Drawing of Collected Survey Data								4							\$ 408.00		\$ 408.00
Sanitary Sewer Improvement Alternatives	8	24	40												\$ 10,000.00		\$ 10,000.00
Verify Pipe Sizing and Hydraulics															\$ -		\$ -
Determine Preliminary Interceptor/Trunk Sewer Routes															\$ -		\$ -
Recommended Plan															\$ -		\$ -
Sewage Pump Station Improvement Alternatives		4		4	16	16									\$ 8,272.00		\$ 8,272.00
Finalize Design Flows															\$ -		\$ -
Perform Hydraulic Calculations															\$ -		\$ -
Upgrade Existing Pump Station vs. New Pump Station Analysis															\$ -		\$ -
Evaluate Alternative Pump Station Site Location															\$ -		\$ -
Recommended Plan															\$ -		\$ -
Prepare Draft Report	4	32	4	2	4								4		\$ 7,682.00	\$ 100.00	\$ 7,782.00
Proposed Pipeline Installation Methods															\$ -		\$ -
Open Cut Section Design Parameters and Options															\$ -		\$ -
Typical Trench Sections															\$ -		\$ -
Bedding and Cover															\$ -		\$ -
Backfill															\$ -		\$ -
Desktop Wetland Investigations								4							\$ 584.00		\$ 584.00
Trenchless Section Design Parameters and Options															\$ -		\$ -
Geotechnical Impacts														\$ 3,300.00		\$ 3,300.00	
Review Feasible Trenchless Construction Methods															\$ -		\$ -
Connection to Existing Systems															\$ -		\$ -
Bid Strategies															\$ -		\$ -
Traffic Impacts, Noise, and Odors															\$ -		\$ -
Future Connections to Facilities															\$ -		\$ -
Future Utility Mains															\$ -		\$ -
Future Services															\$ -		\$ -
Pipe Material Selection															\$ -		\$ -
Natural Resource Impacts								8							\$ 1,128.00		\$ 1,128.00
Restoration															\$ -		\$ -
Pavement Restoration															\$ -		\$ -
Restoration of Unimproved Areas															\$ -		\$ -
Wetlands and Waterway Restoration								4							\$ 584.00		\$ 584.00
Future Maintenance Access															\$ -		\$ -
Submit Draft Report for Initial Review		2						1							\$ 432.00		\$ 432.00
City of Sheboygan, Town of Wilson, Bay Lake, DNR, Other Stakeholders															\$ -		\$ -

South Side Sanitary Sewer Study City of Sheboygan - Town of Wilson 8000-10003.100																Last Edited: 6/13/2018		
Initials	Joe Eberle	Andy Peterson	Peter Geach	Pat Wohlers	Mark Van Weelden	Dave Amott	Maureen McIlrath	Aaron Krueger	Debbie Anderson	Chris Ruetten	Andy Lachner	Scott Donahue	Sue Shed	Subconsultant Dollars	Task Total	Task Total	Task Total	
Employee Class	JWE	ADP	PG	PTW	MBV	DWA	MAM	AK1	DLA	CJR	AFL	SAD	SJS					
Hourly Rates	E7	E6	E2	E7	E4	E8	EC	ET2	GIS	PLS	CC	ST3	AA		w/o Expenses	Expenses	Dollars	
	\$ 185.00	\$ 165.00	\$ 114.00	\$ 175.00	\$ 142.00	\$ 165.00	\$ 141.00	\$ 102.00	\$ 129.00	\$ 128.00	\$ 117.00	\$ 85.00	\$ 72.00					
Prepare Final Report	4	18		2	8								4		\$ 5,154.00	\$ 50.00	\$ 5,204.00	
Submit Final Report for Review & Approval		2													\$ 330.00		\$ 330.00	
City of Sheboygan, Town of Wilson, Bay Lake, DNR, Other Stakeholders															\$ -		\$ -	
Preliminary Design Services and Study Report Subtotal (Hours) =	37	187	116	10	32	18	16	55	22	2	8	8	9					
Preliminary Design Services and Study Report Subtotal (Dollars) =	\$8,845	\$30,655	\$13,224	\$1,750	\$4,544	\$2,970	\$2,256	\$5,610	\$2,838	\$256	\$936	\$680	\$648	\$ 3,300.00	\$ 76,712.00	\$ 640.00	\$ 77,352.00	
Meetings																		
Project Kickoff Meeting with City, Bay Lake, DNR, Town of Wilson and Village of Kohler	6	8											1		\$ 2,502.00	\$ 85.00	\$ 2,587.00	
Meetings with Aldrich Chemical, Alliant Energy, Kohler Company and Village of Kohler (2 Meetings Total)		12											1		\$ 2,052.00	\$ 170.00	\$ 2,222.00	
Meetings with City Staff and Others (Up to Five - 2 Hour Meetings)		30											5		\$ 5,310.00	\$ 425.00	\$ 5,735.00	
Additional Meetings As Needed (\$2,000 Each Including Preparation and Travel)															\$ -		\$ -	
Meetings Subtotal (Hours) =	6	50											7					
Meetings Subtotal (Dollars) =	\$1,110	\$8,250											\$504	\$ -	\$ 9,864.00	\$ 680.00	\$ 10,544.00	
Cost Estimates																		
Recommended Immediate Sanitary Sewer Improvements	2	4	20												\$ 3,310.00		\$ 3,310.00	
Immediate Upgrade to Existing Sewage Pumping Station Alternative		1		1	4	2									\$ 1,238.00		\$ 1,238.00	
Immediate New Sewage Pumping Station Alternative		1		1	8	2									\$ 1,806.00		\$ 1,806.00	
Future Recommended Sanitary Sewer Improvements	2	4	20												\$ 3,310.00		\$ 3,310.00	
Cost Estimates Subtotal (Hours) =	4	10	40	2	12	4												
Cost Estimates Subtotal (Dollars) =	\$740	\$1,850	\$4,540	\$350	\$1,704	\$660								\$ -	\$ 9,864.00	\$ -	\$ 9,864.00	
Total Design Phase Services (Hours) =	47	247	156	12	44	22	16	55	22	2	8	8	16					
Total Design Phase (Dollars) =	\$8,695	\$40,755	\$17,784	\$2,100	\$6,248	\$3,630	\$2,256	\$5,610	\$2,838	\$256	\$936	\$680	\$1,152	\$ 3,300.00	\$ 96,240.00	\$ 1,320.00	\$ 97,560.00	

IX

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
July 16, 2018.

Your Committee to whom was referred Gen. Ord. No. 6-18-19 by Alderperson Rindfleisch amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization; recommends passing the Ordinance.

reg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~IX~~

7.1

Gen. Ord. No. 6 - 18 - 19. By Alderperson Rindfleisch. July 2, 2018.

AN ORDINANCE amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization.

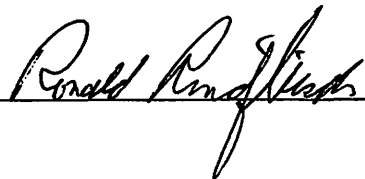
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The supplement to Section 82-33 of the Sheboygan Municipal Code on file in the City Clerk's office, entitled "List of Classes and Class Specifications," is hereby amended so that Section B. 5 and B.6. is amended as follows:

Class Title	Class Grade	NO. of Employees
B. DEPARTMENT OF PUBLIC WORKS		
Delete:		
5. Process Systems and Operations Coordinator	MW5	01
6. Engineering Division Engineering Technician	K	01
Add:		
6. Engineering Division Engineering Technician	K	02

Frances Personnel 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 and attached revised job descriptions 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

Job Description

Job Title: Engineering Technician

Department: Public Works

Date Issue: 06/2018

Reports To: City Engineer

Classifications: Non – Exempt

Wage: Salary Grade K

Position Summary

Under general direction, performs a variety of responsible semi-professional engineering tasks of a complex nature which require a high sense of responsibility and initiative to work independently without supervision and to work from oral and written instructions.

Essential Duties & Responsibilities

1. Serves as chief of field crew as needed and acts as instrument man.
2. Completes final drawings consistent with engineering determinations and with a minimum check for technical adequacy.
3. Drafts and prepares plans and drawings used in construction of sewers, curbs and gutters, and street work from field notes, rough sketches, old drawings, and oral instructions to put designs, plans, and specifications into acceptable form.
4. Works in close support with the design engineer to develop the details of form and relationship of components, and recommends and makes routine design changes where necessary.
5. Makes special plans, traces, profiles, and sections for public works projects, and performs special drawings, drafting projects, detailed investigations and studies for other departments.
6. May maintain file records and reports, answer public inquires, interpret drawings and plans when requested, and figure special assessment charges.
7. Inspects the work of private contractors and City work forces and provides documentation of this construction, including lab tests.
8. Helps coordinate with the winter snow removal.
9. Performs other related work as required.

Qualification Requirements

Working knowledge of basic departmental procedures, policies, practices, and related municipal codes.

Proficiency in mathematics, reading charts, graphs, and construction plans. High level of accuracy and proficiency in interpreting and compiling legible records and data and ability to collate and summarize data and prepare reports. Working knowledge of surveying principles and ability to interpret plat field notes. Ability to establish and maintain effective working relationships with the public, contractors, and other departments. Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing and an insured automobile for use on the job.

Experience

The following is a list of preferred experience:

- Experience in conventional and robotic total stations and global positioning systems (preferably Leica and/or Trimble)
- Experience in data collection and data collection software (preferably Leica and/or Trimble)
- Experience in construction laser levels
- Experience in Civil 3D
- Experience in Municipal government and public works projects a plus
- Experience in Collecting/editing/processing GPS data
- Experience in editing, creating, analyzing, and updating both spatial and non-spatial data
- Proficiency with Esri GIS software suite (ArcMap/Pro, Catalog, etc.)
- Knowledge of SQL database and enterprise geodatabase design and management
- Familiarity with schemas and/or data dictionaries

Education

Associate's Degree in Civil Engineering Technology or closely related field is required.



Gen. Ord. No. - 18 - 19 . By Alderperson Bohren. July 16, 2018.

AN ORDINANCE granting Steven Westphal, his heirs and assigns, the privilege of encroaching upon described portions of the 5th Street right-of-way located at 922 North 5th Street in the City of Sheboygan for the purpose of building a retaining wall.

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

Section 1. Subject to the terms and conditions contained herein, Steven Westphal, his heirs and assigns, is hereby granted the privilege of encroaching upon described portions of the 5th Street right-of-way, located at 922 North 5th Street as follows:

THAT PART OF THE NORTH 5TH STREET RIGHT OF WAY ADACENT TO PART OF LOT 1, BLOCK 103, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, LOCATED IN THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST.

for the purpose of building a retaining wall, 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 Steven Westphal, his heirs and assigns:

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

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

Suspend
1
Pass

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

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

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

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

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

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

Dated _____ 20____. _____, City Clerk

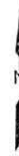
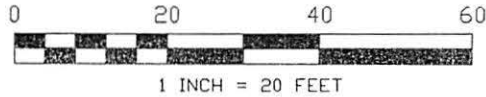
Approved _____ 20____. _____, Mayor

EXHIBIT A-1
EXISTING SURVEY MAP TO ACCOMPANY ENCROACHMENT MAP
PLAT OF SURVEY FOR STEVE WESTPHAL

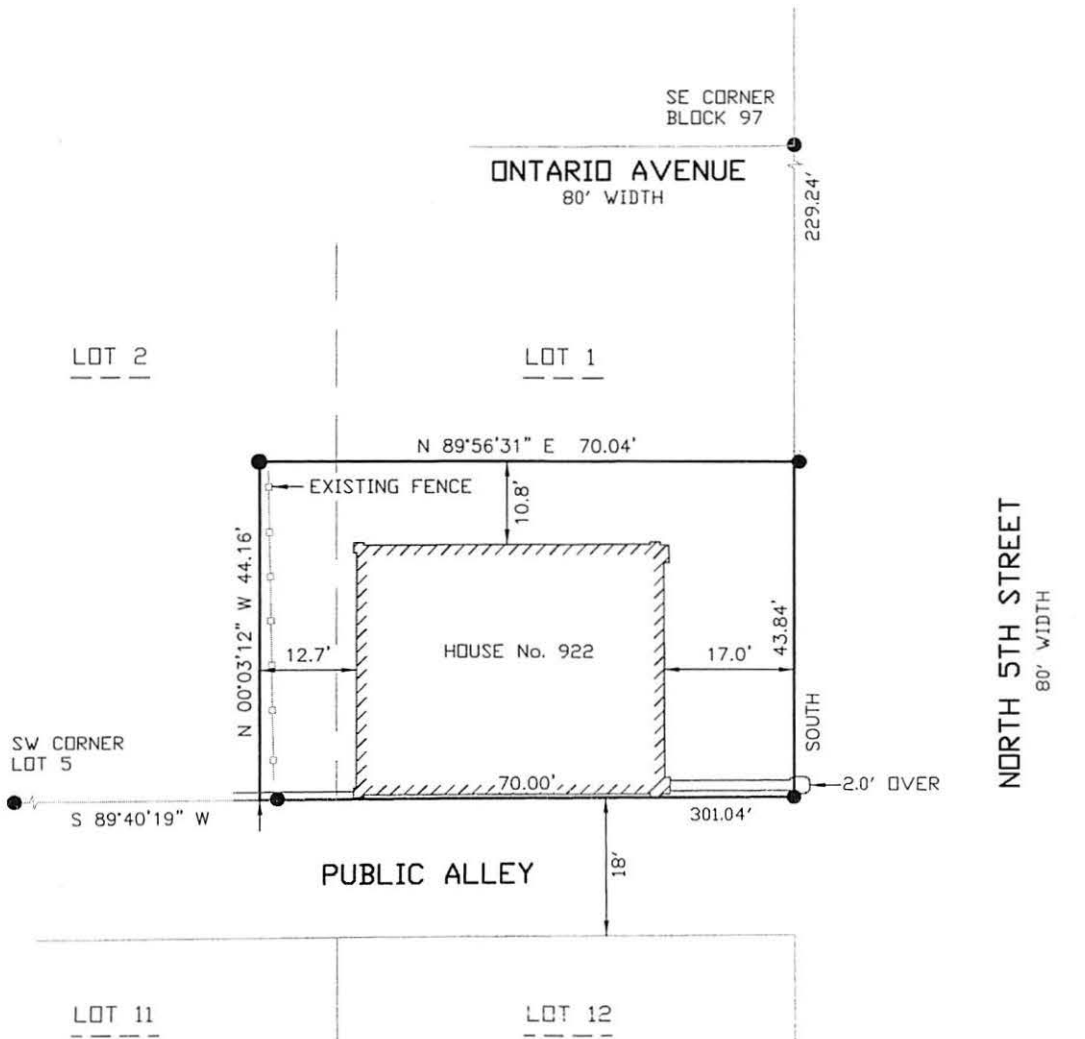
THE SOUTH 44 FEET OF LOT 1 AND THE SOUTH 44 FEET OF LOT 2,
 BLOCK 103, ORIGINAL PLAT OF SHEBOYGAN, SHEBOYGAN COUNTY, WI.

LEGEND:

- 1" IRON PIPE FOUND
- SAWED ARROW SET



BEARINGS ARE REFERENCED TO THE WEST LINE
 OF 5TH STREET WHICH BEARS: ASSIGNED: SOUTH



I hereby certify that I have made such survey and map,
 and that the Plat shown hereon is a true and correct
 representation of the survey made under my responsible
 direction, and performed on March 23, 2017, that such
 survey is in accordance with the minimum standards for
 property surveys as identified in Chapter AE7 of the
 Wisconsin Administrative Code.



4-7-17
 Date

Michael L. Kober
 Michael L. Kober
 W6200 Hilltop Road
 Plymouth, WI 53073
 (920) 892-4441

EXHIBIT A-2

ENCROACHMENT MAP

FOR RETAINING WALL

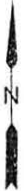
(Benefiting parcel known as 922 N. 5th Street, Sheboygan, WI)

PART OF THE NORTH 5TH STREET RIGHT OF WAY ADJACENT TO PART OF LOT 1, BLOCK 103, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST.

LEGEND:

- 1" IRON PIPE FOUND
- ← SAWED ARROW SET

BEARINGS ARE REFERENCED TO THE WEST LINE OF 5TH STREET WHICH BEARS: ASSIGNED: SOUTH



Line Table

- L1 four (4) feet
- L2 three (3) feet, four (4) inches
- L3 four (4) feet
- L4 three (3) feet, four (4) inches

Lines not shown to scale

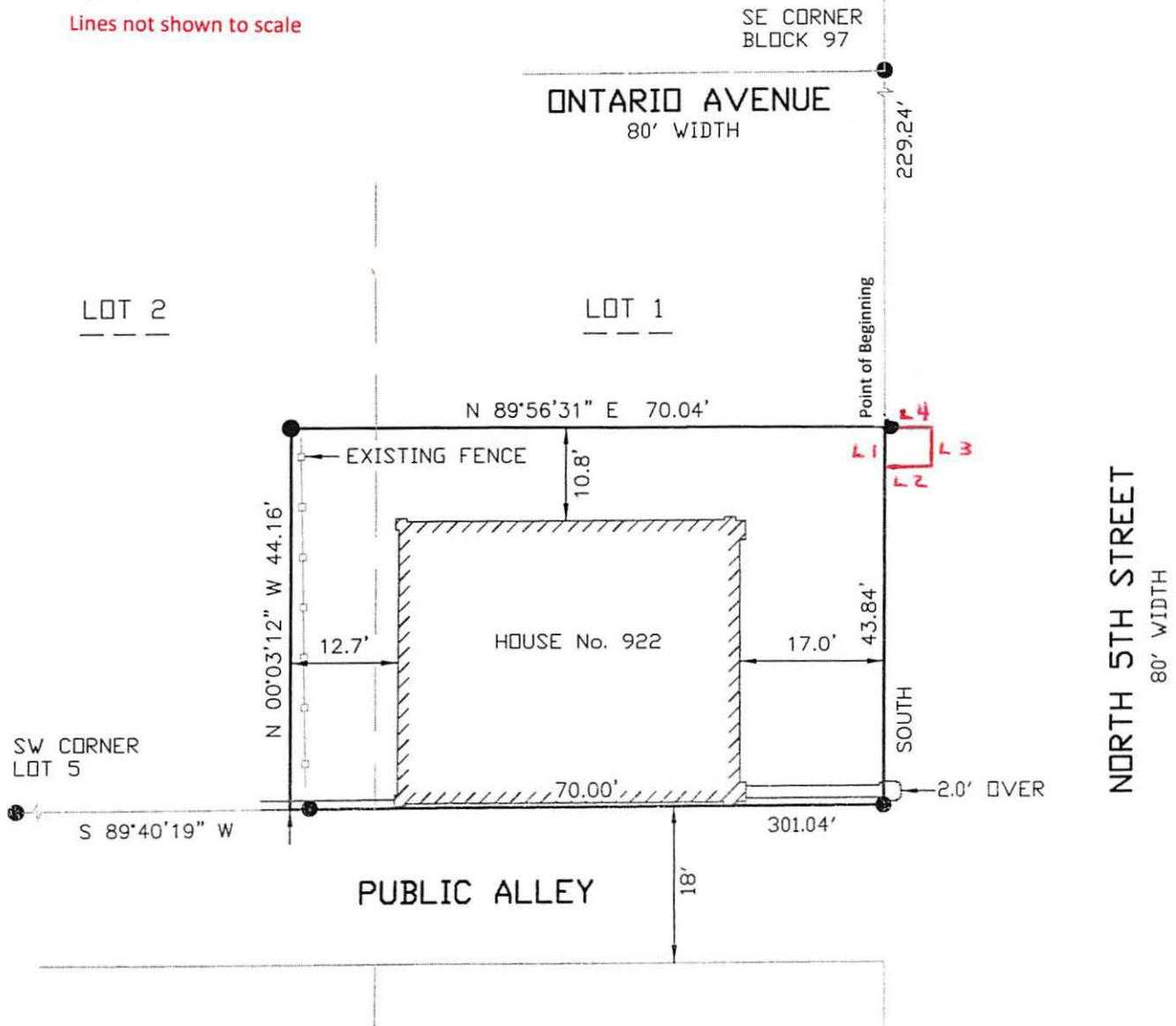


EXHIBIT B
ENCROACHMENT DESCRIPTION

FOR RETAINING WALL

(Benefiting parcel known as 922 N. 5th Street, Sheboygan, WI)

PART OF THE NORTH 5TH STREET RIGHT OF WAY ADJACENT TO PART OF LOT 1, BLOCK 103,
ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, LOCATED IN THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST.

Commencing at the SE corner of Block 97 in the Northeast 1/4 of said Section 23, thence South along the West Right of Way line of said North 5th Street (hereafter referred to as "West Right of Way line") a distance of 229.24 feet to the Point of Beginning for this description:

Thence South along the West Right of Way line a distance of four (4) feet (shown on map as L1);

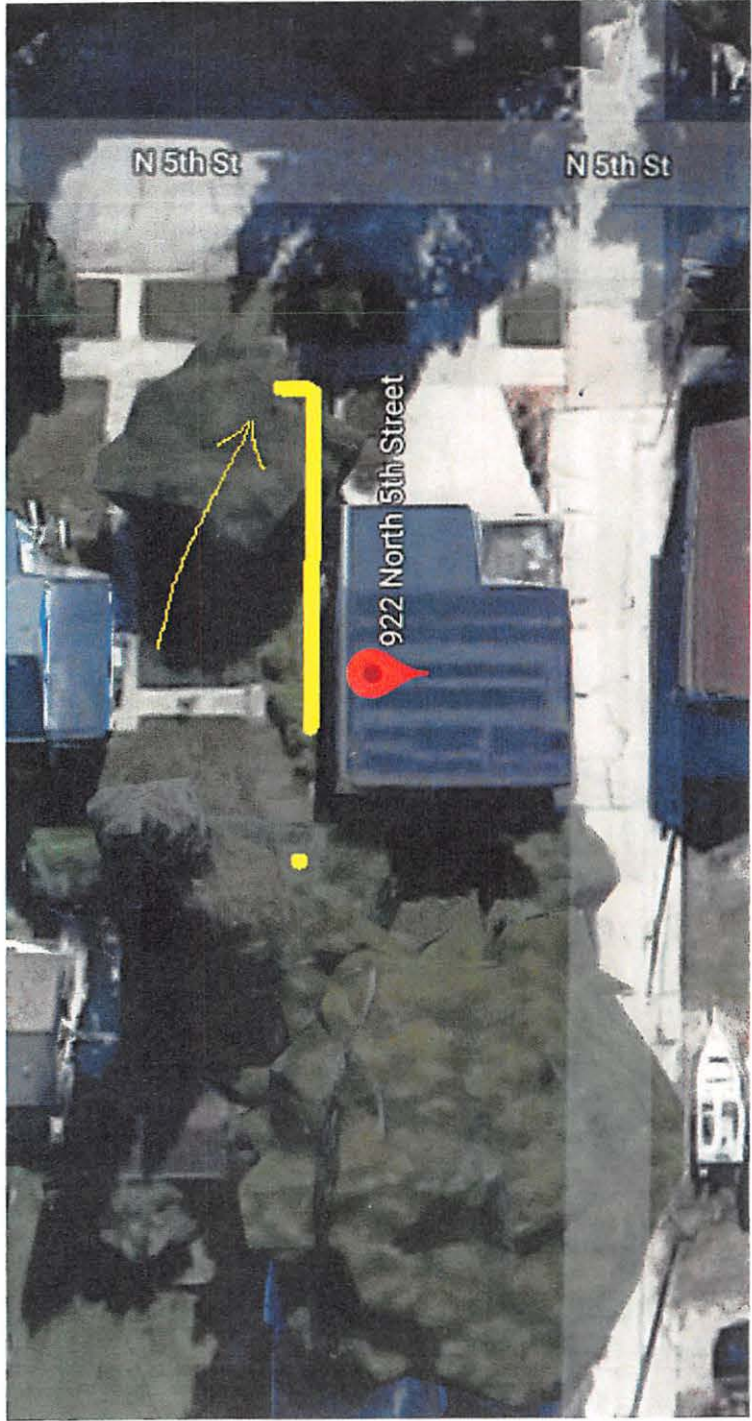
Thence East along a line perpendicular to the West Right of Way line a distance of three (3) feet, four (4) inches, which then abuts an existing sidewalk located within the right of way (shown on map as L2);

Thence North along a line a distance of four (4) feet that is parallel to the West Right of Way line and immediately adjacent to the existing sidewalk (shown on map as L3);

Thence West along a line perpendicular to the West Right of Way line a distance of three (3) feet, four (4) inches, to the Point of Beginning (shown on map as L4).

The above described land contains .0003060 acres (13.33 square feet) of land, more or less.

End of description.



~~X~~

Gen. Ord. No. - 18 - 19. By Alderpersons Donohue and Rindfleisch.
July 16, 2018.

AN ORDINANCE repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."

WHEREAS, in recent years, several communities in Wisconsin have had their Sexual Offender Residency Restrictions ruled unconstitutional by state and federal courts because of concerns that such ordinances do not provide clear evidence that the restrictions protect citizens and concerns regarding due process; and

WHEREAS, the Wisconsin Legislature has pre-empted municipalities from regulating the residency of the most dangerous sexual offenders, instead imposing its own restrictions; and

WHEREAS, the primary purpose of Sheboygan's restrictions are to provide notice to neighbors regarding offenders who are moving to their neighborhood, and current statutes already provide neighbors and potential neighbors with such information; and

WHEREAS, an all-too-common effect of denial of residency is homelessness, a circumstance that is more dangerous not only for convicted offenders but for all citizens; and

WHEREAS, it is the sense of the council that it would be better to allow the Sheboygan Police Department to focus on informing and protecting neighbors and allowing the professionals with the Department of Corrections to focus on providing the best and safest alternative residences for those who would be affected by Sheboygan's restrictions.

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

Section 1. Article VIII of Chapter 70 of the Municipal Code is hereby repealed.

RHP

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

~~X~~

Gen. Ord. No. _____ - 18 - 19. By Alderperson Wolf. July 16, 2018.

AN ORDINANCE creating parking limits on both sides of North 15th Street south of Eisner Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is prohibited on both sides of North 15th Street from the south curb line of Eisner Avenue to 485' south of the south curb line of Mayflower Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. 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.

Public Works

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



Gen. Ord. No. _____ - 18 - 19. By Alderpersons Wolf and Savaglio. July 16, 2018.

AN ORDINANCE repealing Gen. Ord. No. 107-78-79 and creating new parking restrictions permitting parking on Vollrath Blvd. from North 3rd St. east to its terminus during times when Vollrath Park is open, and banning parking in the same location when Vollrath Park is closed.

WHEREAS, pursuant to ordinance, Vollrath Park is closed between 11:00 p.m. and 4:00 a.m. daily; and

WHEREAS, there is a need for parking in the Vollrath Park neighborhood while the park is open; and

WHEREAS, the Vollrath Park/North Point Neighborhood Association has requested parking be permitted on Vollrath Blvd. east of North 3rd Street while the park is open to the public; and

WHEREAS, there is no need for parking on Vollrath Blvd. east of North 3rd Street while the park is closed.

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

Section 1. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Gen. Ord. No. 107-78-79 which prohibited parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus from 6:00 P.M. to 6:00 A.M., is hereby repealed.

Section 2. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus shall be prohibited between 11:00 p.m. and 4:00 a.m. daily.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs giving notification of the aforementioned repealed parking restriction.

Public Works

Section 4. 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

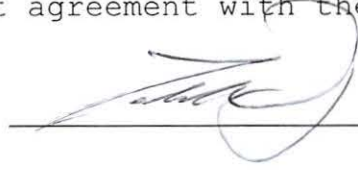
~~IX~~

5.3

Res. No. 47 - 18 - 19. By Alderperson Wolf. July 2, 2018.

A RESOLUTION authorizing accepting a grant from the AARP Network of Age Friendly Communities in the amount of \$4,000 to be used to conduct a livability survey for residents.

BE IT FURTHER RESOLVED, that the Mayor be authorized to sign all documents necessary to executing a grant agreement with the AARP.



Lays over

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

GRANT INFORMATION FORM

Department City Development DATE 6/25/2018

Grantor Agency AARP

Federal State Other

Grant Name Network of Age Friendly Communities

Grant Number 2018 Grant Amount \$ 4,000 Matching Funds \$ 0

Program & Number _____ Federal CFDA # N/A

Matching Funds available in account number 0

Purpose of the Grant

Provide support for conducting livability survey to gain public input.

Person preparing grant proposal Chad Pelobiel (Signature)

Department Head approving grant proposal Chad Pelobiel (Signature)

Council Document Number approving grant submission _____ Please Attach



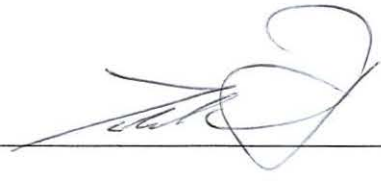
5.4

Res. No. 48 - 18 - 19. By Alderperson Wolf. July 2, 2018.

A RESOLUTION authorizing submission of a AARP Community Challenge grant in the amount of \$8,500 to be used to purchase bike fixation stations along the recreational trails in the City of Sheboygan.

BE IT FURTHER RESOLVED, that the Department of Planning and Development is authorized to submit the application to AARP and the Mayor be authorized to sign all documents necessary to executing a grant agreement with the AARP should the application be approved.

Lays Over



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

GRANT INFORMATION FORM

Department City Development DATE 6/25/2018

Grantor Agency AARP

Federal State Other

Grant Name Community Challenge Grant

Grant Number _____ Grant Amount \$ 8,500 Matching Funds \$ 0

Program & Number _____ Federal CFDA # N/A

Matching Funds available in account number 0

Purpose of the Grant

Grant funds will be used to purchase five fixation stations at five locations on recreational trails in the city.

Person preparing grant proposal Chad Pelishel (Signature)

Department Head approving grant proposal Chad Pelishel (Signature)

Council Document Number approving grant submission _____ Please Attach

II

Other Matters

R. O. No. 82 - 18 - 19. By CITY CLERK. July 16, 2018.

Submitting various license applications for the period ending, December 31, 2018, and June 30, 2020.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3120	Northstar I	3004 N. 8 th - One day event August 25 including parking lot coverage and east sidewalk. Parking lot to the south and west.

"CLASS B" LIQUOR LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3348	Escape Sheboygan	1130 Geele Avenue

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2314	Ahles, Heidi M.	1535 S. 14 th Street
2337	Berglund, Jeremy R.	W3385 County Rd MM, Elkhart Lake
2342	Daniels, Adrian A.	1736 Grams Court
6458	Daun, Duane R.	928 Wisconsin Avenue #317
1310	Dean, Shane M.	1427 S. 16 th Street
1328	Fisher, Brandon T.	4331 Moenning Road
7112	Gutschow, Tyson R. (Club)	4881 Dennwood Drive
2332	Intravaia, Patrick K.	2715 North Avenue
2340	Jenson, Alex C.	1419 S. 19 th Street
2325	Jewell, Zelda J M	1611 N. 17 th Street
4755	Kramer, Kimberly	1406 Superior Avenue
9507	Lohse, April O A	3009 N. 25 th Street
1515	McMurray, Scott J.	1217 E. Channel Park Dr., Waupaca
2323	Mead, Celeste D.	1207 N. 12 th Street
2334	Melton, Wesley S.	1032A Bluff Avenue
1170	Neitzel, Daniel W.	W3233 County Rd C, Sheboygan Falls
2324	Neumeyer, Brianna L.	6333 Fetzer Road, Manitowoc
0551	Phillips, Lori A.	20 West Clifford St., Plymouth
1025	Reinl, Nicholas C. (Club)	5740 Sherwood Drive
7778	Salm, Francis G.	922 Dillingham Avenue

ALPS

6448 Schmidt, Timothy J.	2416 N. 34 th Street
2319 Spies, Kathy A.	706 Lakeshore Dr., Elkhart Lake
2341 Stiefvater, Emilie A.	2806 N. 11 th Street #4
2312 Stone, Gina L.	W1009 County Road FF
2330 Taggart, Robert M.	719 Highland Terrace
0518 Van de Loo, Cory J.	1529 N. 10 th Street
2328 Warren, Jessica S.	518 School Street, Kohler
7319 Weimer, Thomas J. (Club)	1127 Bell Avenue
9627 Wilke, Glenn J. (Club)	4022 Hazelnut Court
7486 Zschetzsche, Brian A. (Club)	1328 N. 4 th Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2335	Lopez, Glennie J.	1616 Superior Avenue

II

Other Matters

R. O. No. 83 - 18 - 19. By DIRECTOR OF PLANNING AND DEVELOPMENT.
July 16, 2018.

Submitting a request from Chad Pelishek, Director of Planning and Development, for the Discovery World Museum to dock the Denis Sullivan at South Pier on August 10, 2018 and waiving any docking fees. It has been a number of years since the Denis Sullivan, a replica three-masted, wooden schooner from Milwaukee. The schooner will be visiting Port Washington, Sheboygan and Manitowoc over a multi-day tour.

DIRECTOR OF PLANNING AND DEVELOPMENT

Layover

III

Other Matters

Res. No. 55 - 18 - 19.

By Alderpersons Rindfleisch, Bohren and Wolf.
July 16, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with KW SBM, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and KW SBM, LLC, a copy of which is attached hereto and incorporated herein.

Finance +
Personnel

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [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, KW SBM, LLC, an Arizona limited liability company
4 _____, offers to purchase the Property
5 known as [Street Address] Outlot 1 off of Concord Drive, Sheboygan Business Center
6 in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: _____ Dollars (\$ _____).
9 _____
10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 25,000.00
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or
12 Roxanne Linscomb, Chicago Title, 5501 LBJ Freeway, Suite 200, Dallas, Texas 75240 ("Escrow Agent").
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: none
16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: none
19 _____
20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.
22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
24 ■ ZONING: Seller represents that the Property is zoned: SI - Suburban Industrial.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from 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
30 or before _____ . ~~Seller may keep the Property on the~~
31 ~~market and accept 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
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): City of Sheboygan, Chad Pelishek, 828 Center Ave., Sheboygan, WI 53081
41 Buyer's recipient for delivery (optional): KW SBM, LLC, LLC, 1846 E. Innovation Park Dr., Oro Valley, AZ 85755*
42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)
44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____
51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): chad.pelishek@sheboyganwi.gov
56 E-Mail address for Buyer (optional): kevin@thekiernancompanies.com with a copy to gspencer@moslawyers.com
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

*with a copy to GinaMarie Spencer, Mendelsohn, Oseran & Spencer, PLC,
2525 E. Broadway Blvd., Suite 201, Tucson, AZ 85716

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. ~~Occupancy shall be given subject to tenant's rights, if any.~~ and closing

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
 66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and _____

68 _____
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than _____
 71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and _____.

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____
 85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 96 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
190 ~~FINANCING CONTINGENCY:~~ This Offer is contingent upon Buyer being able to obtain a written
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

- 201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- 202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing; describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.

216 ~~CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide~~
217 ~~the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN~~
218 ~~COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS~~
219 ~~ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.~~

220 ~~SELLER TERMINATION RIGHTS:~~ If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 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
222 commitment.

223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 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
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 ~~deadlines provide adequate time for performance.~~

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: storm basin area

307 _____

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers 311
written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific 312
item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller 313
agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350. _____ and the Earnest Money shall be
refunded to Buyer.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;

328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: as a storm basin area

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other storm basin area **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and:

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void,

and the Earnest Money shall be refunded to Buyer.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

Escrow Agent

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (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)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** ~~Broker's disbursement of earnest money does not determine the legal rights of the Parties in~~
 388 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
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at Buyer's
433 _____ cost to provide coverage for any liens or encumbrances first filed or recorded after the

434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate. acceptable to Buyer in its sole discretion.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer. and Buyer may pursue all damages under this Offer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 Confirmation of Seller's authority to sell the Property. Approval of Buyer's proposed use of the Property.
460 Confirmation of Buyer's contribution of \$35,000 for the reconstruction of the storm water ditch.
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies, as set forth herein.

468 If **Buyer defaults**, Seller may, as its sole and exclusive remedy:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or

474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may ~~only~~ conduct inspections or tests ~~if specific contingencies are included as a part of~~
489 ~~this Offer.~~ An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. ~~Except as otherwise provided, Seller's~~
495 ~~authorization for inspections does not authorize Buyer to conduct testing of the Property.~~

496 ~~**NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**~~
497 ~~**test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**~~
498 ~~**material terms of the contingency.**~~

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 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 not cure
524 or (b) Seller does not timely deliver the written notice of election to cure. _____ and the Earnest Money returned to Buyer

525 **ADDENDA:** The attached Addendum A is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] _____

536 _____ on _____.

537 (x) _____

538 Buyer's Signature ▲ Print Name Here ► Kevin M. Kiernan, Manager of Four Pine, LLC, Member of Date ▲
KMK FX, LLC, Manager of KW SBM, LLC

539 (x) _____

540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Escrow Agent Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 Chicago Title Company Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____

547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) _____

549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

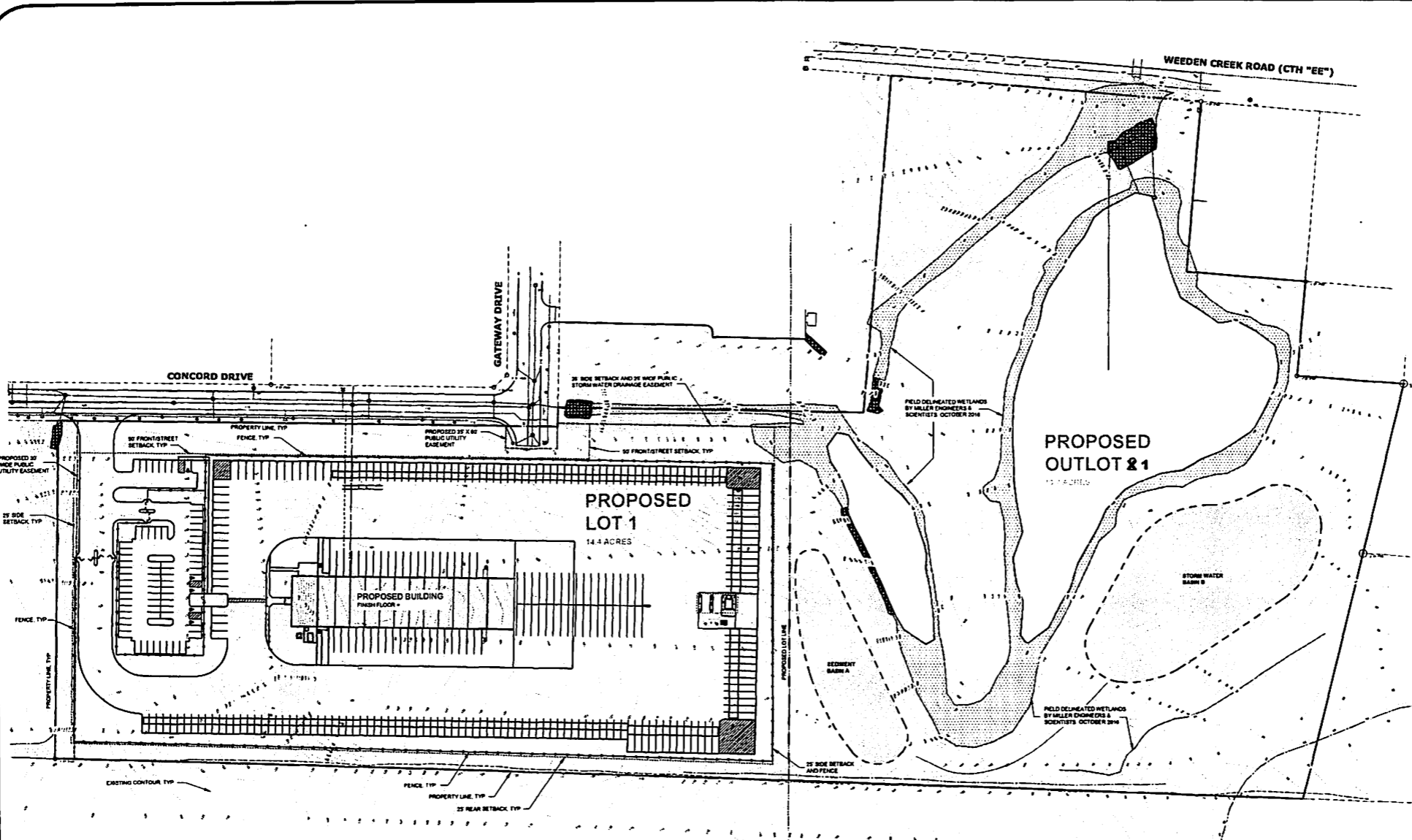
ADDENDUM A

CONTINGENCIES

1. The contingencies set forth in the Offer represent negotiated terms of the Offer clearly understood and agreed to by all parties to the Offer. Further, each party hereby waives any and all rights to challenge the enforceability of this Offer on the basis that the conditions or contingencies are at the Seller's or the Buyer's sole discretion or on the basis that the agreements contained in the Offer are illusory. In the event of the failure of any contingency, Buyer shall have the option, in its sole discretion, to elect to proceed with the purchase of the Property or receive a return of the Earnest Money.

EXHIBIT A

[see attached]



GRAPHIC SCALE
 0 30 60 120
 1 inch = 60 ft.
 FOR 30" X 42" PRINT

THIS DRAWING HAS BEEN PROVIDED FOR DESIGN, ESTIMATING, AND/OR CONSTRUCTION PURPOSES ONLY. THIS DRAWING AND INFORMATION REMAINS THE PROPERTY OF WEAAGNER EXCAVATING, INC. AND MAY NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT PRIOR WRITTEN CONSENT OF WEAAGNER EXCAVATING, INC. THE INTENT OF THE DESIGN IS FOR CONSTRUCTION AND/OR APPROVAL. IT IS THE OWNER'S RESPONSIBILITY FOR MAINTENANCE AND SAFETY OF THE CONSTRUCTED ITEMS.

No.	Revision	Date
5		
4		
3		
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1		



Fed Ex Crossdock Facility
 Kiernan West, LLC
 Sheboygan Business Center
 Sheboygan, Wisconsin

DATE
 11/22/16

1

PRELIMINARY LAYOUT