

*****ATTACHMENTS*****



May 2, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration for the Committee Structure Subcommittee established according to Resolution No. 165-15-16:

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
MARY LYNNE DONOHUE, S & G CHAIRMAN, CHAIRMAN	05/02/16	04/17/17
JOE HEIDEMANN, C.O.W. CHAIRMAN	05/02/16	04/17/17
ROMAN DRAUGHON (DIST. 2)	05/02/16	04/17/17
MICHAEL VANDERSTEEN (MAYOR)	05/02/16	04/17/17
<u>NON-VOTING MEMBERS</u>		
DARRELL HOFLAND, CITY ADMINISTRATOR	05/02/16	04/30/17
CHARLES ADAMS, CITY ATTORNEY	05/02/16	04/30/17
SUSAN RICHARDS, CITY CLERK	05/02/16	04/30/17

Membership of the Committee Structure Subcommittee shall be comprised of the chair of the Salaries and Grievances Committee (who shall serve as subcommittee chair), the chair of the Committee of the Whole, the senior alderperson from Aldermanic District Two, and the Mayor. Additionally, the City Administrator, City Attorney, and City Clerk shall serve in a non-voting capacity.


MICHAEL J. VANDERSTEEN, MAYOR



May 2, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Ald. Rosemarie Trester to be considered for appointment to the County
Emergency Medical Services Council for the term May 2016 to May 2018.


MIKE VANDERSTEEN, MAYOR

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256



May 2, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Ald. Rosemarie Trester to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission, term to expire on April 27, 2017.


MIKE VANDERSTEEN, MAYOR

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OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256



May 2, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

Near North Neighborhood Association:

Term Expires

Joe Clark – Primary Representative

04/30/17

Ryan Burg – Alternate Representative

04/30/17


MIKE VANDERSTEEN, MAYOR

OFFICE OF MAYOR

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

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I

Hearing No. - 16 - 17. May 2, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1524/1526 Saemann Ave. from Neighborhood Preservation to Employment Classification:

Property located at 1524/1526 Saemann Ave.:

Cole's Subdivision No. 2, Lots 1, 2, 3 & 4, Block 1, located in the west $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 15, T.15 N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 24, 202 Sq. Ft. or 0.56 Acres.

All interested persons will now be heard.

11

Publish - April 15 and 22, 2016
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE SHEBOYGAN
COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 2, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Future Land Use Map of the Sheboygan Comprehensive Plan located at 1524/1526 Saemann Ave. from Neighborhood Preservation to Employment Classification:

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SUSAN RICHARDS
City Clerk

I

Hearing No. - 16 - 17. May 2, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class UC Urban Commercial to Class UI Urban Industrial Classification:

Property located at 1524/1526 Saemann Ave.:

Cole's Subdivision No. 2, Lots 1, 2, 3 & 4, Block 1, located in the west ½ of the SE ¼ of Section 15, T.15 N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 24, 202 Sq. Ft. or 0.56 Acres.

All interested persons will now be heard.

Publish - April 15 and 22, 2016
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., May 2, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UC Urban Commercial to Class UI Urban Industrial Classification:

Property located at 1524/1526 Saemann Ave.:

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SUSAN RICHARDS
City Clerk



Hearing No. - 16 - 17. May 2, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of properties located at 1413 Erie Ave. and 1416 Ontario Ave. from Neighborhood Preservation to Community Mixed Use.

Properties located at 1413 Erie Ave. and 1416 Ontario Ave.:

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH 45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES

All interested persons will now be heard.

Publish - April 15 and 22, 2016
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SUSAN RICHARDS
City Clerk



Hearing No. - 16 - 17. May 2, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class NR Neighborhood Residential to UC Urban Commercial Classification:

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SUSAN RICHARDS
City Clerk

Parcel ID	Situs Full	Prop Code	Names Both	Name1	Name2	Own Full S
<u>59281205840</u>		40345	BUTCHER, ROBERT	BUTCHER, ROBERT		3020 N 6TH ST
<u>59281500020</u>		47419	CITY OF SHEBOYGAN	CITY OF SHEBOYGAN		828 CENTER AVE
<u>59281500010</u>		47418	CITY OF SHEBOYGAN	CITY OF SHEBOYGAN		828 CENTER AVE
<u>59281205800</u>	1026 N 14TH ST	40341	LAG INVESTMENTS II, LLC	LAG INVESTMENTS II, LLC		3480 RALSTON AVE
<u>59281205820</u>	1417 ERIE AVE	40343	SCHAAL, GARRY M.	SCHAAL, GARRY M.		5417 LONG ACRE RD
<u>59281205880</u>	1418 ONTARIO AVE	40349	MCDANIEL, CHANTELLE	MCDANIEL, CHANTELLE		1418 ONTARIO AVE
<u>59281205830</u>	1421 ERIE AVE	40344	BUTCHER, ROBERT G	BUTCHER, ROBERT G		3020 N 6TH ST
<u>59281205890</u>	1422 ONTARIO AVE	40350	SCHAAL, GARRY M	SCHAAL, GARRY M		5417 LONG ACRE RD
<u>59281204910</u>	1424 ERIE AVE	40261	BREHER, THOMAS F	BREHER, THOMAS F		1424 ERIE AVE
<u>59281205900</u>	1426 ONTARIO AVE	40351	TEUNISSEN, WILLIAM J	TEUNISSEN, WILLIAM J		1847 N 27TH ST
<u>59281204900</u>	1428 ERIE AVE	40260	HOFFMANN, KARL DIANNE	HOFFMANN, KARL	HOFFMANN, DIANNE	W2688 COUNTY ROAD G

Own Street	Own City	Own State	Own Zip	Legal Desc
				ORIGINAL PLAT E 36' OF N 45' OF LOT 5 & W 10'
	SHEBOYGAN	WI	53083-4229	OF N 45' OF LOT 4 BLK 89
				ORIGINAL PLAT LOTS 2,3,4 & E 30' OF LOT 5 BLK
	SHEBOYGAN	WI	53081-4442	89 1/2
	SHEBOYGAN	WI	53081-4442	ORIGINAL PLAT LOT 1 BLK 89 1/2
				ORIGINAL PLAT LOTS 1 & 2 BLK 89, EXC THAT
				PRT DESC AS: COM AT THE NE COR OF LOT 1, TH
				N-89-DEG- 28'-14"W 120' ALG THE N LN OF BLK
	HILLSBOROUGH	CA	94010-6730	89????
				ORIGINAL PLAT E 30' OF N 45' OF LOT 4 & W 22'
	SHEBOYGAN	WI	53083-3414	OF N 45' OF LOT 3 BLK 89
				ORIGINAL PLAT E 20' OF S 55' OF LOT 4 & W 20'
	SHEBOYGAN	WI	53081-3844	OF S 55' OF LOT 3 BLK 89
				ORIGINAL PLAT E 20' OF W 30' OF N 45' OF LOT
	SHEBOYGAN	WI	53083-4229	4 BLK 89
				ORIGINAL PLAT S 55' OF W 40' OF LOT 4 BLK 89
	SHEBOYGAN	WI	53081-3204	ORIGINAL PLAT W 1/2 OF LOT 9 BLK 82
				ORIGINAL PLAT E 40' OF S 55' OF LOT 5 BLK 89
	SHEBOYGAN	WI	53081-2036	ORIGINAL PLAT E 40' OF S 55' OF LOT 5 BLK 89
				ORIGINAL PLAT E 40' OF S 100' OF LOT 8 BLK 82
	CEDAR GROVE	WI	53013-1214	ORIGINAL PLAT E 40' OF S 100' OF LOT 8 BLK 82

II

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1084	Courtyard Landscape Serv.	W2869 Wilson Lima Rd., Oostburg

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3195	Sheb. Chamber of Commerce	621 S. 8 th St. - one-day event to be held 5/19/16 at the Spacesport Bldg. at 802 Blue Harbor Dr.

Consent

II

R. O. No. _____ - 16 - 17. By BOARD OF WATER COMMISSIONERS. May 2, 2016.

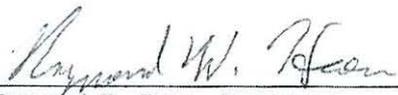
To the Honorable, the Mayor and Common Council:

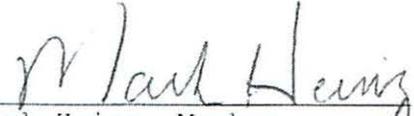
The Board of Water Commissioners requests approval of a Utility easement for installation and maintenance of a 20" water main from Tower Drive to Weeden Creek Road through City lands.

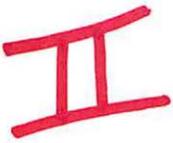
Consent

BOARD OF WATER COMMISSIONERS


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member



R. O. No. _____ - 16 - 17. By BOARD OF WATER COMMISSIONERS. May 2, 2016.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2016.

The water pumpage was down -0.04% from the same period in 2015. 1,031,801,000 gallons were pumped in the first quarter 2016, compared to 1,032,262,000 in 2015.

Year to date Operating Revenue at the end of the first quarter 2016 increased by \$139,203 compared to year to date 2015. The net income for the Utility, as of the end of March, 2016 is \$257,433. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the first quarter of 2016:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	0.0
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	0.0
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	0.0
Number of water main breaks repaired	8
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	2
Number of water main valves installed, repaired, removed, or replaced	3
Number of water service connections installed	3

Details are shown on the attached spreadsheets.

Consent

Other Utility Business:

The Utility's ultraviolet disinfection system reached completion late in the first quarter. System start-up should be completed during the second quarter of 2016.

A rate increase to fund the ultraviolet system went into effect on Jan. 1,

2016.

The Utility's financial audit was completed.

Due to the mild winter, additional maintenance on fire hydrants was completed.

The Utility pursued design plans to install new water main on S. Business Drive south of Riverdale Avenue. Plans were also finalized to serve water to the proposed sculpture park at the former Schuchardt property.


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

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

Sheboygan Water Utility
Quarterly Financial Statement March 31, 2016
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	56,149,854	
107 Construction Work in Progress	4,045,496	
111 Accumulated Provision for Depreciation of Utility Plant		17,645,847
125 Bond Redemption Fund	577,793	
129 Appropriated Funds Invested for Plant Expansion & Payables	0	
126 Depreciation Fund	0	
128 Other Special Funds - Net Pension Asset	268,255	
128 Other Special Funds - Health Ins	0	
130 Other Special Funds - Deferred Outflow Pension	329,135	
135 Working Funds	750	
136 Temporary Cash Investments	6,296,650	
142 Customer Accounts Recievable	735,906	
145 Receivables from Municipality	406,935	
154 Materials and Supplies	261,960	
163 Stores Expense	0	
165 Prepayments	25,924	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits	0	
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		36,101,566
221 Long Term Debt Bonds		11,553,171
223 Advances from Municipality		214,978
232 Accounts Payable		
235 Customer Deposits		1,037
236 Taxes Accrued		833,366
237 Interest Payable on Bonds		148,277
242 Misc. Current & Accrued Liab		1,331
251 Bond Premium		12,693
253 Misc Deferred Credits		194,739
263 Other Special Funds Employee Pensions		0
265 Accrued Employee Benefits		493,520
425 Amorization of Pre 2003 Depreciation		0
Utility Net Income		257,433
	<u>69,098,659</u>	<u>69,098,659</u>

**Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - March 31, 2016**

Account #	Utility Operating Income	1-Jan-16 to 31-Mar-16	1-Jan-15 to 31-Mar-15	Increase or (Decrease)
400	Operating Revenue	1,674,852.83	1,535,649.67	139,203.16
401	Operating Expenses	624,004.94	609,359.32	14,645.62
402	Maintenance Expenses	127,712.75	172,607.83	(44,895.08)
403	Depreciation Expenses	326,753.15	297,677.30	29,075.85
403	Taxes	264,670.84	253,675.94	10,994.90
	Total Operating Expenses	1,343,141.68	1,333,319.39	9,822.29
	Utility Operating Income	331,711.15	202,330.28	129,380.87
	Other Income	205.00	205.44	(0.44)
419	Interest Earned on Investments	7,495.38	740.87	6,754.51
421	Contributions	-	-	-
828	Other Expense	-	-	-
425	Misc Amortization	(6,283.38)	(6,283.38)	-
407	Bond Interest Expense	88,262.22	87,062.06	1,200.16
	Net Income	257,432.69	122,497.91	134,934.78

Distribution System -- 1st Quarter - January, February, & March 2016

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

Location	Installed	Size	By	Type
Weeden Creek Rd. 800' E. of Gateway Dr. (S)	1/6/2016	6" MJ	ute.	G (vert)
N. 24th St. at Main Ave. (S)	3/22/2016	6"	ute.	G

Total Valves Installed = 2

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
N. 24th St. at Main Ave. (S)	3/22/2016	6"	ute. G

Total Valves Removed = 1

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
Weeden Creek Rd. 800' E. of cl of Gateway Dr. (S)	1/6/2016	7"	y	ute.

Total Hydrants Installed = 1

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Weeden Creek Rd. 800' E. of cl of Gateway Dr. (S)	1/15/1989	1/6/2016	y

Total Hydrants Removed = 1

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?

Total Hydrants Abandoned = 0

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

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Main Size (")
N 26th St north of Superior Ave	1/4/2016	6"
N 13th St at Mehrtens Ave	1/5/2016	6"
S18th St North of Wilson	1/5/2016	12"
N 23rd St at S Memorial Place	1/25/2016	6"
Pennsylvania Ave at Fairway Drive	1/25/2016	6"
S Memorial Place at N 23rd St	1/27/2016	6"
S. 19th St at David Ave	2/11/2016	6"
1418 S. 20th St	2/11/2016	6"

Total Water Main Breaks = 8

SUMMARY

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

HIGH LIFT DELIVERY QUARTERLY REPORT 2016

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2015	1,032,262,000	\$197,343.16	\$191.18
	2016	1,031,801,000	\$188,154.76	\$182.36
	Percent Difference	-0.04%	-4.66%	-4.61%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2015	1,140,126,000	\$180,121.40	\$157.98
	2016	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2015	1,303,280,000	\$208,295.45	\$159.82
	2016	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2015	1,049,110,000	\$187,948.81	\$179.15
	2016	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2016				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2015	4,524,778,000	\$773,708.62	\$170.99
	2016	1,031,801,000	\$188,154.76	\$182.36
	Percent Difference	-77.20%	-75.68%	6.64%
YEAR TO DATE : 2016				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2015	4,870,190	\$42,339.79	
	2016	487,041	\$5,426.32	
	Percent Difference	-89.57%	-87.16%	
STORM WATER CHARGES	2016	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	15,365,000	March 9, 2016	
	Minimum Pumpage Day	6,477,000	January 1, 2016	

II

R. O. No. _____ - 16 - 17. By BOARD OF WATER COMMISSIONERS. May 2, 2016.

To the Honorable, the Mayor and Common Council:

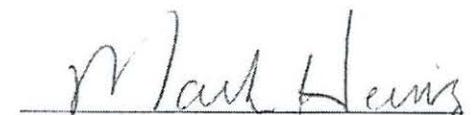
We are, hereby, submitting a copy of the 2015 Annual Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility, and the 2015 Annual Report to the Public Service Commission (PSC) of Wisconsin.

Consent

BOARD OF WATER COMMISSIONERS


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments

SHEBOYGAN WATER UTILITY

An Enterprise Fund of the
City of Sheboygan, Wisconsin

FINANCIAL STATEMENTS

Including Independent Auditors' Report

As of and for the Years Ended December 31, 2015 and 2014

SHEBOYGAN WATER UTILITY
An Enterprise Fund of the City of Sheboygan, Wisconsin

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As of and for the years ended December 31, 2015 and 2014

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INDEPENDENT AUDITORS' REPORT

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Baker Tilly Virchow Krause, LLP
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INDEPENDENT AUDITORS' REPORT

To the Utility Commission
Sheboygan Water Utility
Sheboygan, Wisconsin

Report on the Financial Statements

We have audited the accompanying financial statements of Sheboygan Water Utility, an enterprise fund of the City of Sheboygan, Wisconsin, as of and for the years ended December 31, 2015 and 2014, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. The December 31, 2015 audit was also conducted in accordance with the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control over financial reporting relevant to the Sheboygan Water Utility's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Sheboygan Water Utility's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sheboygan Water Utility as of December 31, 2015 and 2014, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

As discussed in Note 1, the financial statements present only the Sheboygan Water Utility enterprise fund and do not purport to, and do not, present fairly the financial position of the City of Sheboygan, Wisconsin, as of December 31, 2015 and 2014 and the respective changes in financial position, or cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

As discussed in the Note 1, Sheboygan Water Utility adopted the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27*, and GASB Statement No 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68*, effective January 1, 2015. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management discussion and analysis and required supplementary information as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we will also issue a report on our consideration of the overall Sheboygan Water Utility's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters, including those systems applicable to Sheboygan Water Utility. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City of Sheboygan's internal control over financial reporting and compliance.

Baker Tilly Vinson Krause, LLP

Milwaukee, Wisconsin
March 24, 2016

**MANAGEMENT'S DISCUSSION
AND ANALYSIS**

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SHEBOYGAN WATER UTILITY

UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2015 and 2014

The purpose of this section is to provide users with an objective, easy to read overview of the financial activities of the Sheboygan Water Utility for the years ended December 31, 2015 and 2014. This section should be read in conjunction with the financial statements and the accompanying notes that follow.

FINANCIAL HIGHLIGHTS

- The utility's operating income decreased from \$2,828,492 in 2014 to \$2,808,784 in 2015.
- The utility's total cash position increased from \$6,399,399 in 2014 to \$6,568,181 in 2015.
- The utility's unrestricted cash and investment position increased from \$5,389,624 in 2014 to \$5,573,804 in 2015.
- The utility's total net position increased by \$2,633,503 in 2015 from \$35,309,782 in 2014 to \$37,943,285. Of this amount, \$565,753 is due to implementing GASB No. 68 and GASB no. 71.
- The utility's total liabilities increased by \$1,268,750 in 2015 from \$12,582,966 in 2014 to \$13,851,716 in 2015.

FINANCIAL STATEMENTS

The financial statements report information of the utility using accounting methods similar to those used by private sector companies. The statements offer both short and long term information regarding the activities of the utility. The Statements of Net Position include the utility's assets (investments) and liabilities (obligations to creditors). These statements provide information to assess the liquidity and financial flexibility of the utility.

In June 2012, the GASB issued statement No. 68 - Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27. This statement establishes standards for measuring and recognizing assets, liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures related to pensions. In November 2013, the GASB issued statement No. 71 - Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68. These standards were implemented January 1, 2015. Therefore, the Utility has shown a cumulative effect of a change in accounting principle related to the implementation.

The Statements of Revenues, Expenses and Changes in Net Position will measure the success of the utility's operations for the past year. All of the current year's revenues and expenses are included in this statement and will show if the utility has recovered all of its costs through user fees.

Cash receipts, cash payments, net changes in cash resulting from investing and financing activities are shown in the Statements of Cash Flows. This will also answer questions regarding where did the cash come from, what was the cash used for and what was the change in cash balance.

SHEBOYGAN WATER UTILITY

UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2015 and 2014

FINANCIAL ANALYSIS OF THE UTILITY

The Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Position will assist in answering the question of how the past year's activities have affected the financial position of the utility. The Statements of Net Position will show the difference between assets, deferred outflows of resources and liabilities. Over a period of time this can assist in determining if the financial position is improving or deteriorating.

During 2015, the Statement of Net Position showed that net position increased \$2,633,503 during 2015, an increase of 7.46%. Total assets increased \$3,573,118 or 7.46%. The utility saw an 8.79% increase in capital assets or \$3,453,159. Capital additions were financed with operating income and revenue bonds. Restricted net position increased \$400 due to the principal and interest due on the revenue bonds.

During 2014, the Statement of Net Position showed that net position increased \$1,390,833 during 2014, an increase of 4.1%. Total assets increased \$676,666 or 1.4%. The utility saw a 2.9% increase in capital assets or \$1,112,531. Capital additions were financed with operating income and revenue bonds. Restricted net position increased \$26,758 due to the principal and interest due on the revenue bonds.

STATEMENTS OF NET POSITION As of December 31, 2015, 2014 and 2013

	2015	2014	2013
Unrestricted current and other assets	\$ 7,459,063	\$ 7,591,965	\$ 6,732,844
Restricted assets	1,262,632	1,009,775	2,304,760
Capital assets	42,744,171	39,291,008	38,178,478
Total Assets	51,465,866	47,892,748	47,216,082
Deferred outflows related to pensions	329,135	-	-
Current liabilities payable			
from unrestricted assets	1,998,272	1,460,843	1,468,993
Liabilities payable from restricted assets	847,632	775,809	775,830
Non-current liabilities	11,005,812	10,346,314	11,052,310
Total Liabilities	13,851,716	12,582,966	13,297,133
Net investment in capital assets	32,221,768	29,543,430	29,038,066
Restricted net position	623,397	354,742	327,984
Unrestricted net position	5,098,120	5,411,610	4,552,899
Total Net Position	\$ 37,943,285	\$ 35,309,782	\$ 33,918,949

SHEBOYGAN WATER UTILITY

UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2015 and 2014

FINANCIAL ANALYSIS OF THE UTILITY (cont.)

The following Statements of Revenues, Expenditures and Changes in Net Position helps to further explain the nature of the increase in net position during 2015 and 2014.

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Year Ended December 31, 2015, 2014 and 2013

	2015	2014	2013
Operating revenues	\$ 8,144,392	\$ 8,161,634	\$ 7,735,297
Non-operating revenues	9,128	9,192	10,295
Total Revenues	<u>8,153,520</u>	<u>8,170,826</u>	<u>7,745,592</u>
Operating expenses	5,335,608	5,333,142	4,605,460
Non-operating expenses	360,263	382,123	412,415
Total Expenses	<u>5,695,871</u>	<u>5,715,265</u>	<u>5,017,875</u>
Income before transfers	2,457,649	2,455,561	2,727,717
Capital contributions	696,387	-	-
Interfund transfers (tax equivalent)	<u>(1,086,286)</u>	<u>(1,064,728)</u>	<u>(1,025,666)</u>
Change in Net Position	2,067,750	1,390,833	1,702,051
Beginning Net Position	35,309,782	33,918,949	32,216,898
Cumulative effect of a change in accounting principle	<u>565,753</u>	<u>-</u>	<u>-</u>
Ending Total Net Position	<u>\$ 37,943,285</u>	<u>\$ 35,309,782</u>	<u>\$ 33,918,949</u>

2015

The Statement of Revenues, Expenses and Changes in Net Position reflects a decrease of 0.2% in operating revenues of \$17,242 from 2014. Non-operating revenues remained flat in 2015, with a \$64 decrease in interest income. Operating expenses remained relatively flat in 2015, with only a slight increase of \$2,466. This was due to normal winter weather reducing maintenance costs, and an off-setting increase in depreciation costs on capital assets.

2014

The Statement of Revenues, Expenses and Changes in Net Position reflects an increase of 5.5% in operating revenues of \$426,337 from 2013. The decrease in non-operating revenues of \$1,103 is due to a decrease in interest income in 2014. The \$727,682 increase in 2014 in operating expenses is due to the unusually cold winter and spring resulting in a 144% increase for costs to repair water main breaks and frozen services. Costs also increased for basin cleaning, addition of a new staff member, and the accrual of reconnection fee refunds.

SHEBOYGAN WATER UTILITY

UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2015 and 2014

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS (See Note 4)

At the end of 2015 the water utility had \$56 million in invested property, plant and equipment in service, an increase of \$1,120,873 in 2015. Large projects included removal of an old rapid mix tank replaced by a pipe manifold system, and SCADA monitoring at the high lift pump station. The utility also installed 91' of 6" water main at various locations; 1,705' of 8" water main at various locations; 126' of 12" water main at various locations; and 2,582' of 16" water main at various locations; and 3,631' of 20" water main at various locations. The largest water main projects in 2015 were located at South Taylor Drive from Washington Avenue to Behrens Parkway; South 32nd Street from Washington Avenue to Crocker Avenue; New York Avenue between 7th and 8th Streets; Pennsylvania Avenue between 5th and 7th Streets; and North Avenue.

At the end of 2014 the water utility had \$54.9 million in invested property, plant and equipment in service, an increase of \$2,293,298 in 2014. Large projects included high lift ceiling stabilization, backwash system replacement, roof replacement at the treatment plant, clear well valve replacement, filter plant pipe gallery repair, reinforcement of the retaining wall at Park Avenue, and electric actuator installation on the outfall valve. The utility also installed 219' of 1.5" water main at various locations; 6' of 4" water main at various locations; 165' of 6" water main at various locations; 1,227' of 8" water main at various locations; 15' of 10" water main at various locations; 1,029' of 12" water main at various locations; and 5,337' of 16" water main at various locations. The largest water main projects in 2014 were located at S. 8th Street between Kentucky Avenue and Union Avenue, and S. 12th Street from Indiana Avenue to Alabama Avenue. Smaller water main projects were located at Georgia Avenue at 26th Street, Superior Avenue at N. 2nd Street, and S. Taylor Drive at Weeden Creek Road.

DEBT (See Note 5)

On December 31, 2015, the Sheboygan Water Utility had outstanding revenue bond debt of \$11,087,297. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of \$1,528,082, to be retired in 2023. This also included the revenue bond of \$4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of \$2,360,000. On April 15, 2007, a \$4 million revenue bond was also issued with a 5.00% interest rate, balance of \$2,925,000. On May 1, 2013, a \$3 million revenue bond was issued with a 3.5% interest rate, and a balance of \$2,800,000. Also included are 2015 revenue bonds issued for Safe Drinking Water Loan balance of \$1,474,215 to be retired in 2035 for the on-going UV disinfection project to be completed in 2016. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The 2013 revenue bond funded a new backwash storage reservoir at Park Avenue, and funded various projects into 2015. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation has a remaining balance of \$228,493.

On December 31, 2014, the Sheboygan Water Utility had outstanding revenue bond debt of \$10,326,815. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of \$1,696,815, to be retired in 2023. This also included the revenue bond of \$4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of \$2,585,000. On April 15, 2007, a \$4 million revenue bond was also issued with a 5.00% interest rate, balance of \$3,125,000. On May 1, 2013, a \$3 million revenue bond was issued with a 3.5% interest rate, and a balance of \$2,920,000. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The 2013 revenue bond funded a new backwash storage reservoir at Park Avenue, and funded various projects into 2014. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation has a remaining balance of \$241,278.

SHEBOYGAN WATER UTILITY

UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2014 and 2013

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

A rate increase will go into effect January 1, 2016 and is anticipated to return a 5.25% increase in revenues, approximately \$440,000. This increase is part of a phased plan to pay for increased operating costs, water main projects, and a UV disinfection system to be completed in 2016.

The utility will be issuing revenue refunding bonds in May 2016 in the amount of \$2,125,000, to refund the 2005 revenue bonds for interest savings over the remaining 10 years to maturity.

CONTACTING THE UTILITY FINANCIAL MANAGEMENT

This financial report is designed to provide a general easy to read overview of the finances of the Sheboygan Water Utility and to provide an overview of plans for the future. If you have any questions about this report or would like to obtain additional information, please feel free to contact the Board of Water Commissioners at 72 Park Avenue Sheboygan, WI 53081-2958 or telephone (920) 459-3800.

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FINANCIAL STATEMENTS

SHEBOYGAN WATER UTILITY

STATEMENTS OF NET POSITION As of December 31, 2015 and 2014

ASSETS	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and investments	\$ 5,573,804	\$ 5,389,624
Restricted Assets		
Redemption account	416,584	416,818
Customer accounts receivable	1,036,567	1,035,873
Due from municipality	140,278	303,989
Materials and supplies	262,402	282,062
Prepayments	<u>25,707</u>	<u>47,158</u>
Total Current Assets	<u>7,455,342</u>	<u>7,475,524</u>
NONCURRENT ASSETS		
Restricted Assets		
Reserve account	577,793	592,957
Net pension asset	268,255	-
Other Assets		
Special assessments receivable	420,305	533,259
Capital Assets		
Plant in service	55,988,786	54,867,913
Accumulated depreciation	(17,294,526)	(16,303,729)
Construction work in progress	<u>4,049,911</u>	<u>726,824</u>
Total Noncurrent Assets	<u>44,010,524</u>	<u>40,417,224</u>
 Total Assets	 <u>51,465,866</u>	 <u>47,892,748</u>
 DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows related to pension	<u>329,135</u>	<u>-</u>

	LIABILITIES	
	<u>2015</u>	<u>2014</u>
CURRENT LIABILITIES		
Accounts payable	\$ 772,197	\$ 157,885
Accrued wages	6,543	80,229
Accrued taxes	1,111,155	1,087,648
Accrued interest	5,427	5,157
Accrued vacation leave	89,435	117,139
Current portion of general obligation debt	13,515	12,785
Current Liabilities Payable from Restricted Assets		
Current portion of revenue bonds	786,190	713,733
Accrued interest	<u>61,442</u>	<u>62,076</u>
Total Current Liabilities	<u>2,845,904</u>	<u>2,236,652</u>
NONCURRENT LIABILITIES		
General obligation debt	214,978	228,493
Revenue bonds	10,301,107	9,613,082
Unamortized bond premium	12,899	13,720
Accrued sick leave	<u>476,828</u>	<u>491,019</u>
Total Noncurrent Liabilities	<u>11,005,812</u>	<u>10,346,314</u>
 Total Liabilities	 <u>13,851,716</u>	 <u>12,582,966</u>
NET POSITION		
Net investment in capital assets	32,221,768	29,543,430
Restricted for:		
Debt service	355,142	354,742
Pensions	268,255	-
Unrestricted	<u>5,098,120</u>	<u>5,411,610</u>
 TOTAL NET POSITION	 <u><u>\$ 37,943,285</u></u>	 <u><u>\$ 35,309,782</u></u>

See accompanying notes to the financial statements.

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SHEBOYGAN WATER UTILITY

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Years Ended December 31, 2015 and 2014

	2015	2014
OPERATING REVENUES		
Sales of water	\$ 8,014,392	\$ 8,038,409
Other	<u>130,000</u>	<u>123,225</u>
Total Operating Revenues	<u>8,144,392</u>	<u>8,161,634</u>
OPERATING EXPENSES		
Operation and maintenance	4,103,818	4,166,910
Depreciation	<u>1,231,790</u>	<u>1,166,232</u>
Total Operating Expenses	<u>5,335,608</u>	<u>5,333,142</u>
OPERATING INCOME	<u>2,808,784</u>	<u>2,828,492</u>
NONOPERATING REVENUES (EXPENSES)		
Investment income	9,128	9,192
Interest expense	(361,084)	(382,945)
Amortization of premium	<u>821</u>	<u>822</u>
Total Nonoperating Revenues (Expenses)	<u>(351,135)</u>	<u>(372,931)</u>
Income Before Transfers	2,457,649	2,455,561
CAPITAL CONTRIBUTIONS	696,387	-
TRANSFERS - TAX EQUIVALENT	<u>(1,086,286)</u>	<u>(1,064,728)</u>
CHANGE IN NET POSITION	2,067,750	1,390,833
NET POSITION - Beginning of Year	35,309,782	33,918,949
Cumulative effect of a change in accounting principle	<u>565,753</u>	-
NET POSITION - END OF YEAR	<u>\$ 37,943,285</u>	<u>\$ 35,309,782</u>

See accompanying notes to the financial statements.

SHEBOYGAN WATER UTILITY

STATEMENTS OF CASH FLOWS For the Years Ended December 31, 2015 and 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Received from customers	\$ 8,170,339	\$ 8,200,947
Paid to suppliers for goods and services	(2,641,105)	(2,520,611)
Paid to employees for operating payroll	(1,471,456)	(1,491,866)
Net Cash Flows From Operating Activities	4,057,778	4,188,470
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Paid to municipality for tax equivalent	(1,062,779)	(1,025,057)
Customer owned laterals financed by utility	-	(274,179)
Collection of assessments for customer owned laterals	112,954	79,796
Debt retired on pension liability	(12,785)	(12,061)
Interest paid on pension liability	(6,784)	(5,700)
Net Cash Flows From Noncapital Financing Activities	(969,394)	(1,237,201)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(3,334,548)	(2,748,555)
Debt retired	(713,733)	(669,218)
Interest paid	(354,664)	(421,138)
Proceeds from debt issue	1,474,215	-
Net Cash Flows From Capital and Related Financing Activities	(2,928,730)	(3,838,911)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	9,128	9,192
Net Change in Cash and Cash Equivalents	168,782	(878,450)
CASH AND CASH EQUIVALENTS - Beginning of Year	6,399,399	7,277,849
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 6,568,181	\$ 6,399,399
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES		
Amortization of premium	\$ 821	\$ 822
Capital contributions	\$ 696,387	\$ -

	<u>2015</u>	<u>2014</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	\$ 2,808,784	\$ 2,828,492
Noncash items in operating income		
Depreciation	1,231,790	1,166,232
Depreciation charged to clearing and other utilities	180,722	140,390
Changes in assets and liabilities		
Customer accounts receivable	(696)	(34,106)
Due from municipality	(51,521)	1,296
Materials and supplies	19,660	(4,063)
Prepayments	21,451	3,903
Pension related deferrals and assets	(31,637)	-
Accounts payable	27,919	(6,263)
Accrued vacation and sick leave	(115,581)	44,273
Other current liabilities	(33,113)	48,316
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>\$ 4,057,778</u>	<u>\$ 4,188,470</u>
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENTS OF NET POSITION ACCOUNTS		
Cash and investments	\$ 5,573,804	\$ 5,389,624
Redemption account	416,584	416,818
Reserve account	<u>577,793</u>	<u>592,957</u>
CASH AND CASH EQUIVALENTS	<u>\$ 6,568,181</u>	<u>\$ 6,399,399</u>

See accompanying notes to the financial statements.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2015 and 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Sheboygan Water Utility (utility) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by the utility are described below.

REPORTING ENTITY

The utility is a separate enterprise fund of the City of Sheboygan (municipality). The utility is managed by a utility commission. The utility provides water service to properties within the municipality and wholesale service to the City of Sheboygan Falls and Village of Kohler.

The water utility operates under service rules and rates established by the Public Service Commission of Wisconsin (PSCW). The accounting records of the utility are maintained in accordance with Uniform System of Account prescribed by the PSCW.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The utility is presented as an enterprise fund of the municipality. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred, and net income is necessary for management accountability.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

GASB issued Statement No. 68 - *Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27* and Statement No. 71 - *Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68*, in June 2012 and November 2013, respectively. These statements establish accounting and financial reporting standards for the accounting and reporting to the utility's cost-sharing multiple employer pension plan. This statement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental Employer*. The utility adopted these statements effective January 1, 2015. The cumulative impact of implementation is shown in Note 12.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, AND NET POSITION

Deposits and Investments

For purposes of the statement of cash flows, cash, and cash equivalents have original maturities of three months or less from the date of acquisition.

Investment of utility funds is restricted by state statutes. Investments are limited to:

- > Time deposits in any credit union, bank, savings bank or trust company maturing in three years or less.
- > Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the state. Also, bonds issued by a local exposition district, local professional baseball park district, local professional football stadium district, local cultural arts district the University of Wisconsin Hospitals and Clinics Authority, or the Wisconsin Aerospace Authority.
- > Bonds or securities issued or guaranteed by the federal government.
- > The local government investment pool.
- > Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.
- > Securities of an open end management investment company or investment trust, subject to various conditions and investment options.
- > Repurchase agreements with public depositories, with certain conditions.

The utility has adopted an investment policy. The utility, as part of the municipality, is covered under an investment policy adopted by the City of Sheboygan. Please refer to the City of Sheboygan's financial statements for information regarding the adopted investment policy. This policy does not address custodial credit risk associated with the City of Sheboygan's or the utility's deposits or investments.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Market values may have changed significantly after year end.

Receivables/Payables

Transactions between the utility and other funds of the municipality that are representative of lending/borrowing arrangements outstanding at year end are referred to as advances to/from other funds. All other outstanding balances between the utility and other funds of the municipality are reported as due to/from other funds.

The utility has the right under Wisconsin statutes to place delinquent water bills on the tax roll for collection. As such, no allowance for uncollectible customer accounts is considered necessary.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, AND NET POSITION (cont.)

Materials and Supplies

Materials and supplies are generally used for construction, operation, and maintenance work, not for resale. They are valued at the lower of cost or market utilizing the average cost method and charged to construction or expense when used.

Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified.

Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pension expense, information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms, investments are reported at fair value.

Deferred Outflow of Resources

A deferred outflow of resources represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until that future time.

Special Assessments Receivable

This account represents the balances of special assessments levied against property owners for infrastructure improvements. The balances are receivable over various time periods with interest accrued annually. Infrastructure improvements are primarily customer owned lateral that have been installed and financed by the utility.

Capital Assets

Capital assets are generally defined by the utility as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year.

Capital assets of the utility are recorded at cost or the fair market value at the time of contribution to the utility. Major outlays for utility plant are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the capital assets constructed, net of interest earned on the invested proceeds over the same period. Capital assets in service are depreciated or amortized using the straight-line method over the following useful lives:

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

ASSETS, DEFERRED OUTFLOWS OF RESOURCES, LIABILITIES, AND NET POSITION (cont.)

Capital Assets (cont.)

	<u>Years</u>
Water Plant	
Source of supply	50
Pumping	28-42
Water treatment	30-40
Transmission and distribution	45-100
General	4-45

Accrued Sick Leave

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Only benefits considered to be vested are disclosed in these statements. Vested vacation and sick leave pay is accrued when earned in the financial statements. The liability is liquidated from general operating revenues of the utility.

Long-Term Obligations

Long-term debt and other obligations are reported as utility liabilities. Bond premiums and discounts, are amortized over the life of the bonds using the straight-line method. The balance at year end for premiums and discounts is shown as an increase or decrease in the liability section of the statement of net position. The balance at year end for the loss on refunding is shown as a deferred outflow in the statement of net position.

REVENUES AND EXPENSES

The utility distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the utility's principal ongoing operations. The principal operating revenues of the utility are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Charges for Services

Billings are rendered and recorded monthly based on metered usage. The utility does not accrue revenues beyond billing dates.

Current water rates were approved by the PSCW effective March 1, 2014.

Capital Contributions

Cash and capital assets are contributed to the utility from customers, the municipality, or external parties. The value of property contributed to the utility is reported as revenue on the statements of revenues, expenses, and changes in net position.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS As of and for the years ended December 31, 2015 and 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Interfund Transfers

Transfers include the payment in lieu of taxes to the municipality.

EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT PERIOD FINANCIAL STATEMENTS

GASB has approved GASB Statement No. 72, *Fair Value Measure and Application*, Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*, and Statement No. 79, *Certain External Investment Pools and Pool Participants*. When they become effective, application of these standards may restate portions of these financial statements.

NOTE 2 - DEPOSITS AND INVESTMENTS

	Carrying Value as of December 31,		Risks
	2015	2014	
Deposits	\$ 5,258,719	\$ 4,590,049	Custodial Credit Risk
Certificates of deposits	1,308,712	1,808,600	Custodial Credit Risk
Petty Cash	750	750	
Totals	\$ 6,568,181	\$ 6,399,399	

Deposits in each local and area bank are insured by the FDIC in the amount of \$250,000 for time and savings accounts (including NOW accounts) and \$250,000 for demand deposit accounts (interest bearing and noninterest bearing). In addition, if deposits are held in an institution outside of the state in which the government is located, insured amounts are further limited to a total of \$250,000 for the combined amount of all deposit accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund (SDGF) in the amount of \$400,000. However, due to the nature of this fund, recovery of material principal losses may not be significant to individual municipalities.

In addition, the utility has collateral or depository insurance agreements in the amount of \$5,371,620 and \$0 at December 31, 2015 and 2014 respectively.

Custodial Credit Risk

Deposits

Custodial credit risk is the risk that in the event of a financial institution failure, the utility's deposits may not be returned to the utility.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 2 - DEPOSITS AND INVESTMENTS (cont.)

Custodial Credit Risk (cont.)

Deposits (cont.)

As of December 31, 2015 and 2014, \$0 and \$4,055,308 of the utility's bank balances were known to be individually exposed to custodial credit risk were as follows:

	<u>2015</u>	<u>2014</u>
Uninsured and uncollateralized	<u>\$ -</u>	<u>\$ 4,055,308</u>

NOTE 3 - RESTRICTED ASSETS

Net Pension Asset

Restricted assets have been reported in connection with the net pension asset balance since this balance must be used to fund employee benefits.

Long-Term Debt Accounts

Certain proceeds of the utility's debt, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited. The following accounts are reported as restricted assets:

- Redemption - Used to segregate resources accumulated for debt service payments over the next twelve months.
- Reserve - Used to report resources set aside to make up potential future deficiencies in the redemption account.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 3 - RESTRICTED ASSETS (cont.)

Restricted Net Position

The following calculation supports the amount of water restricted net position:

	2015	2014
Restricted Assets		
Redemption account	\$ 416,584	\$ 416,818
Reserve account	577,793	592,957
Net pension asset	268,255	-
Total Restricted Assets	1,262,632	1,009,775
Less: Restricted Assets Not Funded by Revenues		
Reserve from borrowing	(577,793)	(592,957)
Current Liabilities Payable From Restricted Assets	(61,442)	(62,076)
Total Restricted Net Position as Calculated	\$ 623,397	\$ 354,742

The purpose of the restricted net position is as follows:

	2015	2014
Debt Service	\$ 355,142	\$ 354,742
Pension	268,255	-
	\$ 623,397	\$ 354,742

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2015 and 2014

NOTE 4 - CHANGES IN CAPITAL ASSETS

Water Utility

A summary of changes in water capital assets for 2015 follows:

	Balance 1/1/15	Increases	Decreases	Balance 12/31/15
Capital assets, not being depreciated				
Land and land rights	\$ 133,671	\$ -	\$ -	\$ 133,671
Capital assets being depreciated				
Source of supply	695,688	-	68,074	627,614
Pumping	5,216,953	-	3,725	5,213,228
Water treatment	9,462,598	376,342	126,903	9,712,037
Transmission and distribution	37,151,998	939,074	134,167	37,956,905
General	2,207,005	227,172	88,846	2,345,331
Total Capital Assets Being Depreciated	54,734,242	1,542,588	421,715	55,855,115
Total Capital Assets	54,867,913	1,542,588	421,715	55,988,786
Less: Accumulated depreciation				
Source of supply	(468,046)	(11,248)	68,074	(411,220)
Pumping	(2,464,902)	(200,602)	3,725	(2,661,779)
Water treatment	(3,481,925)	(291,893)	126,903	(3,646,915)
Transmission and distribution	(8,054,522)	(693,539)	134,171	(8,613,890)
General	(1,834,334)	(215,234)	88,846	(1,960,722)
Total Accumulated Depreciation	(16,303,729)	(1,412,516)	421,719	(17,294,526)
Construction in progress	726,824	4,754,680	1,431,593	4,049,911
Net Capital Assets	\$ 39,291,008			\$ 42,744,171

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 4 - CHANGES IN CAPITAL ASSETS (cont.)

Water Utility (cont.)

A summary of changes in water capital assets for 2014 follows:

	Balance 1/1/14	Increases	Decreases	Balance 12/31/14
Capital assets, not being depreciated				
Land and land rights	\$ 133,671	\$ -	\$ -	\$ 133,671
Capital assets being depreciated				
Source of supply	695,688	-	-	695,688
Pumping	4,975,332	274,032	32,411	5,216,953
Water treatment	8,973,541	495,667	6,610	9,462,598
Transmission and distribution	35,676,543	1,588,533	113,078	37,151,998
General	2,119,840	143,295	56,130	2,207,005
Total Capital Assets Being Depreciated	52,440,944	2,501,527	208,229	54,734,242
Total Capital Assets	52,574,615	2,501,527	208,229	54,867,913
Less: Accumulated depreciation				
Source of supply	(456,219)	(11,827)	-	(468,046)
Pumping	(2,300,403)	(196,910)	32,411	(2,464,902)
Water treatment	(3,190,842)	(297,693)	6,610	(3,481,925)
Transmission and distribution	(7,532,741)	(634,859)	113,078	(8,054,522)
General	(1,725,131)	(165,333)	56,130	(1,834,334)
Total Accumulated Depreciation	(15,205,336)	(1,306,622)	208,229	(16,303,729)
Construction in progress	809,198	-	82,374	726,824
Net Capital Assets	\$ 38,178,477			\$ 39,291,008

Depreciation/amortization expense may be different because of joint metering, salvage, cost of removal, or costs associated with the disposals of assets.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 5 - LONG-TERM OBLIGATIONS

Revenue Bonds - Water

The following bonds have been issued:

<u>Date</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Interest Rate</u>	<u>Original Amount</u>	<u>Outstanding Amount 12/31/15</u>
3/10/04	Plant expansion	5/1/23	2.75%	\$ 3,152,000	\$ 1,528,082
9/1/05	Refunding	5/1/25	3.75-4.25	4,900,000	2,360,000
4/1/07	Plant expansion	5/1/27	4.00-5.00	4,000,000	2,925,000
4/3/13	Plant expansion	5/1/33	2.00-3.50	3,000,000	2,800,000
5/13/15	UV disinfecting project	5/1/35	1.65	1,474,215	1,474,215 (1)

(1) - During 2015 the utility was authorized to issue \$3,122,030 of water system Safe Drinking Water Loan revenue bonds. The original amount reported above has been issued as of December 31, 2015. The repayment schedule is for the amount issued.

Revenue bonds debt service requirements to maturity follows:

<u>Year Ending December 31</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2016	\$ 786,190	\$ 351,782	\$ 1,137,972
2017	791,995	327,323	1,119,318
2018	802,947	301,704	1,104,651
2019	834,052	275,000	1,109,052
2020	845,312	247,402	1,092,714
2021-2025	4,204,513	800,451	5,004,964
2026-2030	1,832,343	243,674	2,076,017
2031-2035	989,945	47,465	1,037,410
Totals	<u>\$ 11,087,297</u>	<u>\$ 2,594,801</u>	<u>\$ 13,682,098</u>

All utility revenues net of specified operating expenses are pledged as security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2015 and 2014 were \$1,068,666 and \$1,090,356, respectively. Total customer net revenues as defined for the same periods were \$4,049,701 and \$4,003,916. Annual principal and interest payments are expected to require 17% of net revenues on average.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2015 and 2014

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt - Water

The following general obligation bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/15
1/30/08	Unfunded retirement obligation	3/15/27	2.00%	\$ 302,304	\$ 228,493

General obligation bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2016	\$ 13,515	\$ 6,855	\$ 20,370
2017	14,363	7,524	21,887
2018	15,225	7,623	22,848
2019	16,138	7,601	23,739
2020	17,079	7,193	24,272
2021-2025	102,192	29,071	131,263
2026-2027	49,981	3,914	53,895
Totals	<u>\$ 228,493</u>	<u>\$ 69,781</u>	<u>\$ 298,274</u>

Long-Term Obligations Summary - Water

Long-term obligation activity for the year ended December 31, 2015 is as follows:

	1/1/15 Balance	Additions	Reductions	12/31/15 Balance	Due Within One Year
Revenue bonds	\$ 10,326,815	\$ 1,474,215	\$ 713,733	\$ 11,087,297	\$ 786,190
General obligation debt	241,278	-	12,785	228,493	13,515
Accrued sick leave	491,019	23,418	37,609	476,828	-
Unamortized premium	13,720	-	821	12,899	-
Totals	<u>\$ 11,072,832</u>	<u>\$ 1,497,633</u>	<u>\$ 764,948</u>	<u>\$ 11,805,517</u>	<u>\$ 799,705</u>

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2015 and 2014

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Long-Term Obligations Summary - Water (cont.)

Long-term obligation activity for the year ended December 31, 2014 is as follows:

	<u>1/1/14</u> <u>Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>12/31/14</u> <u>Balance</u>	<u>Due Within</u> <u>One Year</u>
Revenue bonds	\$ 10,996,032	\$ -	\$ 669,217	\$ 10,326,815	\$ 713,733
General obligation debt	253,340	-	12,062	241,278	12,785
Accrued sick leave	469,674	65,075	43,730	491,019	-
Unamortized premium	<u>14,542</u>	<u>-</u>	<u>822</u>	<u>13,720</u>	<u>-</u>
 Totals	 <u>\$ 11,733,588</u>	 <u>\$ 65,075</u>	 <u>\$ 725,831</u>	 <u>\$ 11,072,832</u>	 <u>\$ 726,518</u>

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2015 and 2014

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Bond Covenant Disclosures

The following information is provided in compliance with the resolution creating the water revenue bonds:

Insurance

The utility is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, workers compensation, and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded coverage in any of the last three years. There were no significant reductions in coverage compared to the prior year.

The utility is covered under the following insurance policies at December 31, 2015:

<u>Type</u>	<u>Coverage</u>	<u>Expiration</u>
<i>Automotive Liability</i>		
Property - Contents	\$ 5,987,369	7/1/2016
General Liability	2,000,000	7/1/2016
Automotive Liability	1,000,000	7/1/2016
Contractors Equipment	571,790	7/1/2016
Auto - Physical Damage	385,281	7/1/2016
Umbrella Liability	2,000,000	7/1/2016
<i>Crime - Theft/Forgery</i>		
Position Bond* (Employee Dishonesty)	\$ 100,000	7/1/2016
Forgery/Alteration	100,000	7/1/2016
Extra Expense	250,000	7/1/2016
EDP	268,830	7/1/2016
Employee Benefits	2,000,000	7/1/2016
Public Officials Liability	1,000,000	7/1/2016
Theft of Money and Securities	50,000	7/1/2016
Robbery or Safe Burglary	25,000	7/1/2016
<i>Property</i>		
Buildings	\$ 32,902,840	7/1/2016
Flood	10,000,000	7/1/2016
Earthquake	10,000,000	7/1/2016

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Bond Covenant Disclosures (cont.)

Debt Coverage

Under terms of the resolutions providing for the issue of revenue bonds, revenues less operating expenses excluding depreciation (defined net earnings) must exceed times the highest annual debt service of the bonds. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2015 and 2014 as follows:

	2015	2014
Operating revenues	\$ 8,144,392	\$ 8,161,634
Investment income	9,128	9,192
Less: Operation and maintenance expenses	(4,103,818)	(4,166,910)
Net Defined Earnings	\$ 4,049,702	\$ 4,003,916
Minimum Required Earnings per Resolution:		
Annual debt service - principal	\$ 713,733	\$ 669,217
Annual debt service - interest	354,933	421,139
Subtotal	1,068,666	1,090,356
Coverage factor	1.20	1.20
Minimum Required Earnings	\$ 1,282,399	\$ 1,308,427
Actual Debt Coverage	3.79	3.67

Number of Customers and Billed Volumes - Water

The utility has the following number of customers and billed volumes for 2015 and 2014:

	Customers		Sales (000 gals)	
	2015	2014	2015	2014
Residential	16,927	16,924	773,817	780,669
Multi-Family	281	278	111,804	115,571
Commercial	1,315	1,308	257,981	254,261
Industrial	162	177	2,373,438	2,441,370
Public authority	124	127	49,976	49,183
Wholesale	2	2	715,285	753,060
Interdepartmental	-	3	-	12,750
Totals	18,811	18,819	4,282,301	4,406,864

Utility Budget

The 2015 and 2014 utility budgets were prepared and approved as required by the bond resolutions.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 6 - NET POSITION

GASB No. 34 requires the classification of net position into three components - net investment in capital assets, restricted, and unrestricted. These classifications are defined as follows:

Net investment in capital assets - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position - This component of net position consists of net positions that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the utility's policy to use restricted resources first, then unrestricted resources as they are needed.

The following calculation supports the water net investment in capital assets:

	<u>2015</u>	<u>2014</u>
Construction Work in Progress	\$ 4,049,911	\$ 726,824
Plant in service	55,988,786	54,867,913
Accumulated depreciation	<u>(17,294,526)</u>	<u>(16,303,729)</u>
Sub-Totals	<u>42,744,171</u>	<u>39,291,008</u>
Less: Capital related debt		
Current portion of capital related long-term debt	786,190	713,733
Long-term portion of capital related long-term debt	10,301,107	9,613,082
Unamortized bond premium	<u>12,899</u>	<u>13,720</u>
Sub-Totals	<u>11,100,196</u>	<u>10,340,535</u>
Add: Unspent debt proceeds		
Reserve from borrowing	<u>577,793</u>	<u>592,957</u>
Total Net Investment in Capital Assets	<u>\$ 32,221,768</u>	<u>\$ 29,543,430</u>

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM

The utility implemented GASB No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, and GASB No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*, effective January 1, 2015. The cumulative effect of the change in net position due to the change in accounting standard is shown as a change in beginning net position for 2015. The prior year balances for deferred outflows of resources and the net pension liability were not restated due to the measurement date used for the calculation of the balances and the timing of information received by WRS. For this reason, prior year pension footnote disclosures are included under GASB No. 27.

General Information About the Pension Plan

Plan description. The WRS is a cost-sharing multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1,200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

Vesting. For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Benefits provided. Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and State executive participants) are entitled to receive an unreduced retirement benefit. The factors influencing the benefit are: (1) final average earnings, (2) years of creditable service, and (3) a formula factor.

Final average earnings is the average of the participant's three highest years' earnings. Creditable service is the creditable current and prior service expressed in years or decimal equivalents of partial years for which a participant receives earnings and makes contributions as required. The formula factor is a standard percentage based on employment category.

Employees may retire at age 55 (50 for protective occupation employees) and receive reduced benefits. Employees terminating covered employment before becoming eligible for a retirement benefit may withdraw their contributions and forfeit all rights to any subsequent benefits.

The WRS also provides death and disability benefits for employees.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM (cont.)

Post-Retirement adjustments. The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment	Variable Fund Adjustment
2005	2.6%	7%
2006	0.8	3
2007	3.0	10
2008	6.6	0
2009	(2.1)	(42)
2010	(1.3)	22
2011	(1.2)	11
2012	(7.0)	(7)
2013	(9.6)	9
2014	4.7	25

Contributions. Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, and Executives and Elected Officials. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the reporting period, the WRS recognized \$129,069 in contributions from the utility.

Contribution rates as of December 31, 2015 are:

	2015		2014	
	Employee	Employer	Employee	Employer
General (including teachers	6.8%	6.8%	7.0%	7.0%
Executives & Elected Officials	7.7%	7.7%	7.75%	7.75%
Protective with Social Security	6.8%	9.5%	7.0%	10.1%
Protective without Social Security	6.8%	13.1%	7.0%	13.7%

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM (cont.)

Pension Assets, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2015, the utility reported an asset of \$268,255 for its proportionate share of the net pension asset. The net pension asset was measured as of December 31, 2014, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of December 31, 2013 rolled forward to December 31, 2014. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The utility's proportion of the net pension asset was based on the utility's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2014, the Utility's proportion was 0.000109291%, which was a decrease of 0.000155215% from its proportion measured as of December 31, 2013.

For the year ended December 31, 2015, the utility recognized pension expense of \$106,542.

At December 31, 2015, the utility reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources
Differences between expected and actual experience	\$ 43,451
Net differences between project and actual earnings on pension plan	145,144
Changes in proportion and differences between employer contributions and proportionate share of contributions	6,241
Employer contributions subsequent to the measurement date	134,299
Total	\$ 329,135

Deferred outflows related to pension resulting from the WRS Employer's contributions subsequent to the measurement date will be recognized as a reduction of the net pension asset in the year ended December 31, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year Ended December 31	Deferred Outflow of Resources
2016	\$ 47,615
2017	47,615
2018	47,615
2019	47,615
2020	4,376
Total	\$ 194,836

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM (cont.)

Actuarial assumptions. The total pension liability in the December 31, 2014, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial valuation date	December 31, 2013
Measurement date of net pension liability (asset)	December 31, 2014
Actuarial cost method	Entry age
Asset valuation method	Fair market value
Long-term expected rate of return	7.2%
Discount rate	7.2%
Salary increases	
Salary increases	3.2%
Salary increases	0.2% - 5.8%
Mortality	Wisconsin 2012 Mortality Table
Post-retirement adjustments	2.1%

** No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 2.1% is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.*

Actuarial assumptions are based upon an experience study conducted in 2012 using experience from 2009 – 2011. The total pension liability for December 31, 2014 is based upon a roll-forward of the liability calculated from the December 31, 2013 actuarial valuation.

Long-term expected Return on Plan Assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Long-term Real Rate of Return</u>	<u>Target Allocation</u>
US Equities	5.3%	21.0%
International Equities	5.7	23.0
Fixed Income	1.7	36.0
Inflation Sensitive Assets	2.3	20.0
Real Estate	4.2	7.0
Private Equity/Debt	6.9	7.0
Multi-Asset	3.9	6.0
Cash	0.9	(20.0)

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS As of and for the years ended December 31, 2015 and 2014

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM (cont.)

Single Discount rate. A single discount rate of 7.20% was used to measure the total pension asset. This single discount rate was based on the expected rate of return on pension plan investments of 7.20% and a long term bond rate of 3.56%. Because of the unique structure of WRS, the 7.20% expected rate of return implies that a dividend of approximately 2.1% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the utility's proportionate share of the net pension asset to changes in the discount rate. The following presents the utility's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.20 percent, as well as what the utility's proportionate share of the net pension asset would be if it were calculated using a discount rate that is 1-percentage-point lower (6.20 percent) or 1-percentage-point higher (8.20 percent) than the current rate:

	1% Decrease to Discount Rate (6.20%)	Current Discount Rate (7.20%)	1% Increase to Discount Rate (8.20%)
Water Utility's proportionate share of the net position liability (asset)	\$ 756,794	\$ (268,255)	\$ (1,077,798)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at <http://legis.wisconsin.gov/lab/> and reference report number 15-11.

Required Disclosures Under GASB No. 27

Covered payroll listed below is substantially the same as total payroll.

	Year Ended December 31	
	2014	2013
Total Covered Employee Payroll	\$ 1,844,785	\$ 1,723,463
Total Required Contributions	\$ 258,610	\$ 229,221
Total Required Contributions	14.0%	13.3%

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Claims and Judgments

From time to time, the utility is party to various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the utility's legal counsel that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the utility's financial position or results of operations.

Grants

The utility has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursements to the grantor agency for expenditures disallowed under terms of the grants. Management believes such disallowances, if any, would be immaterial.

Open Contracts

The utility has open contracts for approximately \$977,000 for the ultraviolet disinfection project. As of December 31, 2015, approximately \$1,930,500 has been expended.

NOTE 9 - RISK MANAGEMENT

The utility is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors, and omissions; workers compensation; and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded the commercial liability in any of the past three years. There were no significant reductions in coverage compared to the prior year.

NOTE 10 - SIGNIFICANT CUSTOMERS

Water Utility

The utility has one significant customer who was responsible for 22% and 21% of operating revenues in 2015 and 2014, respectively.

NOTE 11 - SUBSEQUENT EVENTS

The utility will be issuing revenue refunding bonds in May 2016. The preliminary principal balance of the Revenue Refunding Bonds is \$2,115,000.

A rate increase will go into effect January 1, 2016 and is anticipated to return a 5.25% increase in revenues, approximately \$440,000. This increase is part of a phased plan to pay for increased operating costs, water main projects, and a UV disinfection system to be completed in 2016.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2015 and 2014

NOTE 12 - CUMULATIVE EFFECT OF A CHANGE IN ACCOUNTING PRINCIPLE

The utility adopted GASB Statement No. 68 effective January 1, 2015. The cumulative effect of implementation is reflected as a change in net position as follows:

Net pension asset January 1, 2015	\$	436,684
Deferred outflows January 1, 2015		<u>129,069</u>
Cumulative Effect of a Change in Accounting Principle	\$	<u>565,753</u>

Additional information required for retroactive implementation was not provided by the pension plan.

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REQUIRED SUPPLEMENTARY INFORMATION

SHEBOYGAN WATER UTILITY

**SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION ASSET -
WISCONSIN RETIREMENT SYSTEM
For the Year Ended December 31, 2015**

<u>Fiscal Year Ending</u>	<u>Proportion of the Net Pension Asset</u>	<u>Proportionate Share of the Net Pension Asset</u>	<u>Covered Payroll</u>	<u>Proportionate Share of the Net Pension Asset as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position as a Percentage of the Total Pension Asset</u>
12/31/15	0.00010929%	\$ 268,255	\$ 1,844,785	14.54%	102.74%

**SCHEDULE OF EMPLOYER CONTRIBUTIONS - WISCONSIN RETIREMENT SYSTEM
For the Year Ended December 31, 2015**

<u>Fiscal Year Ending</u>	<u>Contractually Required Contributions</u>	<u>Contributions in Relation to the Contractually Required Contributions</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
12/31/15	\$ 134,299	\$ 134,299	\$ -	\$ 1,973,928	6.80%

See independent auditors' report and accompanying notes to the required supplementary information.

SHEBOYGAN WATER UTILITY

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION As of and for the Year Ended December 31, 2015

WISCONSIN RETIREMENT SYSTEM

The amounts presented in relation to the schedule of employer's proportionate share of the net pension asset and the schedule of employer contributions represents the specific data of the Utility. The information provided was derived using a combination of the employer's contribution data along with the data provided by the Wisconsin Retirement System in relation to the City of Sheboygan as a whole.

The utility is required to present the last ten fiscal years of data; however accounting standards allow the presentation of as many years as are available until ten fiscal years are presented.

Changes in benefit terms. There were no changes of benefit terms for any participating employer in the Wisconsin Retirement System.

Changes in Assumptions. There were no changes in assumptions.

**WATER, ELECTRIC, OR JOINT UTILITY
ANNUAL REPORT**

OF

SHEBOYGAN WATER UTILITY

72 PARK AVE
SHEBOYGAN, WI 53081-2958

For the Year Ended: DECEMBER 31, 2015

TO

PUBLIC SERVICE COMMISSION OF WISCONSIN

P.O. Box 7854
Madison, WI 53707-7854
(608) 266-3766

This form is required under Wis. Stat. § 196.07. Failure to file the form by the statutory filing date can result in the imposition of a penalty under Wis. Stat. § 196.66. The penalty which can be imposed by this section of the statutes is a forfeiture of not less than \$25 nor more than \$5,000 for each violation. Each day subsequent to the filing date constitutes a separate and distinct violation. The filed form is available to the public and personally identifiable information may be used for purposes other than those related to public utility regulation.

I LISA M GOTTSACKER, CPA, UTILITY ACCOUNTANT of SHEBOYGAN WATER UTILITY, certify that I am the person responsible for accounts; that I have examined the following report and, to the best of my knowledge, information and belief, it is a correct statement of the business and affairs of said utility for the period covered by the report in respect to each and every matter set forth therein.

Date Signed: **3/30/2016**

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Identification and Ownership - Contacts

Utility employee in charge of correspondence concerning this report

Name: MS. LISA M GOTTSACKER, CPA

Title: UTILITY ACCOUNTANT

Mailing Address: 72 PARK AVENUE
SHEBOYGAN, WI 53081

Phone: (920) 459-3804

Email Address: lgottsacker@sheboyganwater.org

Accounting firm or consultant preparing this report (if applicable)

Name:

Title:

Mailing Address:

Phone:

Email Address:

Name and title of utility General Manager (or equivalent)

Name: MR. JOE TRUEBLOOD

Title: SUPERINTENDENT

Mailing Address: 72 PARK AVENUE
SHEBOYGAN, WI 53081

Phone: (920) 459-3805

Email Address: joetrueblood@sheboyganwater.org

President, chairman, or head of utility commission/board or committee

Name: MR. GERALD R VAN DE KREEKE

Title: CPA

Mailing Address: 1530 SOUTH 12TH STREET
SHEBOYGAN, WI 53081

Phone: (920) 458-4351

Email Address: gvandekreeke@vdk.com

Identification and Ownership - Governing Authority and Audit Information

Utility Governing Authority

Select the governing authority for this utility.

Reports to utility board/commission

Reports directly to city/village council

Audit Information

Are utility records audited by individuals or firms other than utility employees? Yes No

Date of most recent audit report: 03/24/2016

Period covered by most recent audit: 01/01/2015 - 12/31/2015

Individual or firm, if other than utility employee, auditing utility records

Name: MR. JOHN KNEPEL

Title: CPA

Organization Name: BAKER TILLY VIRCHOW KRAUSE, LLP

USPS Address: 777 EAST WISCONSIN AVENUE, 32ND FLOOR

City State Zip MILWAUKEE, WI 53202-5313

Telephone: (414) 777-5359

Email Address: john.knepel@bakertilly.com

Identification and Ownership - Contract Operations

Do you have any contracts?

Are any the utility administrative or operational functions under contract or agreement with an outside provider for the year covered by this annual report and/or current year (i.e., operation of water or sewer treatment plant)? **NO**

Income Statement

Particulars (a)	This Year (b)	Last Year (c)	
UTILITY OPERATING INCOME			1
Operating Revenues (400)	8,144,392	8,161,634	2
Operating Expenses:			3
Operation and Maintenance Expense (401-402)	4,018,631	4,043,752	4
Depreciation Expense (403)	1,159,143	1,096,139	5
Amortization Expense (404-407)	0	0	6
Taxes (408)	1,203,109	1,187,932	7
Total Operating Expenses	6,380,883	6,327,823	8
Net Operating Income	1,763,509	1,833,811	9
Income from Utility Plant Leased to Others (412-413)		0	10
Utility Operating Income	1,763,509	1,833,811	11
OTHER INCOME			12
Income from Merchandising, Jobbing and Contract Work (415-416)	0	0	13
Income from Nonutility Operations (417)		0	14
Nonoperating Rental Income (418)		0	15
Interest and Dividend Income (419)	9,127	9,192	16
Miscellaneous Nonoperating Income (421)	696,387	0	17
Total Other Income	705,514	9,192	18
Total Income	2,469,023	1,843,003	19
MISCELLANEOUS INCOME DEDUCTIONS			20
Miscellaneous Amortization (425)	(25,132)	(25,134)	21
Other Income Deductions (426)	72,646	70,093	22
Total Miscellaneous Income Deductions	47,514	44,959	23
Income Before Interest Charges	2,421,509	1,798,044	24
INTEREST CHARGES			25
Interest on Long-Term Debt (427)	353,436	375,941	26
Amortization of Debt Discount and Expense (428)		0	27
Amortization of Premium on Debt--Cr. (429)		0	28
Interest on Debt to Municipality (430)	6,828	6,101	29
Other Interest Expense (431)	0	0	30
Interest Charged to Construction--Cr. (432)		0	31
Total Interest Charges	360,264	382,042	32
Net Income	2,061,245	1,416,002	33
EARNED SURPLUS			34
Unappropriated Earned Surplus (Beginning of Year) (216)	33,442,927	32,026,925	35
Balance Transferred from Income (433)	2,061,245	1,416,002	36
Miscellaneous Credits to Surplus (434)	565,753	0	37
Miscellaneous Debits to Surplus--Debit (435)		0	38
Appropriations of Surplus--Debit (436)		0	39
Appropriations of Income to Municipal Funds--Debit (439)		0	40
Total Unappropriated Earned Surplus End of Year (216)	36,069,925	33,442,927	41

Income Statement Account Details

- Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.
- Nonregulated sewer income should be reported as Miscellaneous Nonoperating Income, Account 421.

Description (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
UTILITY OPERATING INCOME	0	0	0	1
Operating Revenues (400)	0	0	0	2
Derived	8,144,392		8,144,392	3
Total (Acct. 400)	8,144,392	0	8,144,392	4
Operation and Maintenance Expense (401-402)	0	0	0	5
Derived	4,018,631		4,018,631	6
Total (Acct. 401-402)	4,018,631	0	4,018,631	7
Depreciation Expense (403)	0	0	0	8
Derived	1,159,143		1,159,143	9
Total (Acct. 403)	1,159,143	0	1,159,143	10
Amortization Expense (404-407)	0	0	0	11
Derived	0		0	12
Total (Acct. 404-407)	0	0	0	13
Taxes (408)	0	0	0	14
Derived	1,203,109		1,203,109	15
Total (Acct. 408)	1,203,109	0	1,203,109	16
TOTAL UTILITY OPERATING INCOME	1,763,509	0	1,763,509	17
OTHER INCOME	0	0	0	18
Income from Merchandising, Jobbing and Contract Work (415-416)	0	0	0	19
Derived	0		0	20
Total (Acct. 415-416)	0	0	0	21
Interest and Dividend Income (419)	0	0	0	22
INTEREST AND DIVIDENDS	9,127		9,127	23
Total (Acct. 419)	9,127	0	9,127	24
Miscellaneous Nonoperating Income (421)	0	0	0	25
Contributed Plant - Water		696,387	696,387	26
Impact Fees - Water			0	27
Total (Acct. 421)	0	696,387	696,387	28
TOTAL OTHER INCOME	9,127	696,387	705,514	29
MISCELLANEOUS INCOME DEDUCTIONS	0	0	0	30
Miscellaneous Amortization (425)	0	0	0	31
Regulatory Liability (253) Amortization	(25,132)		(25,132)	32
Total (Acct. 425)	(25,132)	0	(25,132)	33
Other Income Deductions (426)	0	0	0	34
Depreciation Expense on Contributed Plant - Water		72,646	72,646	35
Total (Acct. 426)	0	72,646	72,646	36
TOTAL MISCELLANEOUS INCOME DEDUCTIONS	(25,132)	72,646	47,514	37
INTEREST CHARGES	0	0	0	38
Interest on Long-Term Debt (427)	0	0	0	39
Derived	353,436		353,436	40

Income Statement Account Details

- Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.
- Nonregulated sewer income should be reported as Miscellaneous Nonoperating Income, Account 421.

Description (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
Total (Acct. 427)	353,436	0	353,436	41
Interest on Debt to Municipality (430)	0	0	0	42
Derived	6,828		6,828	43
Total (Acct. 430)	6,828	0	6,828	44
Other Interest Expense (431)	0	0	0	45
Derived	0		0	46
Total (Acct. 431)	0	0	0	47
TOTAL INTEREST CHARGES	360,264	0	360,264	48
NET INCOME	1,437,504	623,741	2,061,245	49
EARNED SURPLUS	0	0	0	50
Unappropriated Earned Surplus (Beginning of Year) (216)	0	0	0	51
Derived	29,364,749	4,078,178	33,442,927	52
Total (Acct. 216)	29,364,749	4,078,178	33,442,927	53
Balance Transferred from Income (433)	0	0	0	54
Derived	1,437,504	623,741	2,061,245	55
Total (Acct. 433)	1,437,504	623,741	2,061,245	56
Miscellaneous Credits to Surplus (434)	0	0	0	57
Misc Credits to Surplus - Pension	565,753		565,753	58
Total (Acct. 434)	565,753	0	565,753	59
UNAPPROPRIATED EARNED SURPLUS (END OF YEAR)	31,368,006	4,701,919	36,069,925	60

Income Statement Account Details

- Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.
- Nonregulated sewer income should be reported as Miscellaneous Nonoperating Income, Account 421.

Income Statement Account Details (Page F-02)

Amount of Contributed Plant – Water (421) does not match the total Additions During Year entered on Water Utility Plant in Service – Plant Financed by Contributions, please explain fully.

The Utility received a Safe Drinking Water Loan from the Wisconsin Department of Natural Resources to fund a UV disinfection project. As part of that loan, the Utility received \$500,000 in principal forgiveness, recorded as a contribution. The City of Sheboygan also contributed water main in the amount \$196,387 at Weeden Creek Road.

Income from Merchandising, Jobbing & Contract Work (Accts. 415-416)

Particulars (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Revenues						1
Revenues (account 415)					0	2
Cost and Expenses of Merchandising, Jobbing and Contract Work (416)						3
Cost of merchandise sold					0	4
Payroll					0	5
Materials					0	6
Taxes					0	7
Total costs and expenses	0	0	0	0	0	8
Net Income (or loss)	0	0	0	0	0	9

Revenues Subject to Wisconsin Remainder Assessment

- Report data necessary to calculate revenue subject to Wisconsin remainder assessment pursuant to Wis. Stat § 196.85(2) and Wis. Admin. Code Ch. PSC 5.
- If the sewer department is not regulated by the PSC, do not report sewer department in data column (d).

Description (a)	Water Utility (b)	Electric Utility (c)	Gas Utility (d)	Sewer Utility (Regulated Only (e)	Total (f)	
Total operating revenues	8,144,392				8,144,392	1
Less: interdepartmental sales	0				0	2
Less: interdepartmental rents	0				0	3
Less: return on net investment in meters charged to regulated sewer department. (Do not report if nonregulated sewer.)					0	4
Less: uncollectibles directly expensed as reported in water acct. 904 (690 class D), sewer acct. 843, and electric acct. 904 -or- Net write-offs when Accumulated Provision for Uncollectible Accounts (acct. 144) is maintained	8,853				8,853	5
Revenues subject to Wisconsin Remainder Assessment	8,135,539	0	0	0	8,135,539	6

Distribution of Total Payroll

- Amounts charged to Utility Financed and to Contributed Plant accounts should be combined and reported in plant or accumulated depreciation accounts.
- Amount originally charged to clearing accounts as shown in column (b) should be shown as finally distributed in column (c).
- The amount for clearing accounts in column (c) is entered as a negative for account "Clearing Accounts" and the distributions to accounts on all other lines in column (c) will be positive with the total of column (c) being zero.
- Provide additional information in the schedule footnotes when necessary.

Accounts Charged (a)	Direct Payroll Distribution (b)	Allocation of Amounts Charged Clearing Accts. (c)	Total (d)	
Water operating expenses	1,471,455		1,471,455	1
Electric operating expenses			0	2
Gas operating expenses			0	3
Heating operating expenses			0	4
Sewer operating expenses			0	5
Merchandising and jobbing			0	6
Other nonutility expenses			0	7
Water utility plant accounts	219,299		219,299	8
Electric utility plant accounts			0	9
Gas utility plant accounts			0	10
Heating utility plant accounts			0	11
Sewer utility plant accounts			0	12
Accum. prov. for depreciation of water plant			0	13
Accum. prov. for depreciation of electric plant			0	14
Accum. prov. for depreciation of gas plant			0	15
Accum. prov. for depreciation of heating plant			0	16
Accum. prov. for depreciation of sewer plant			0	17
Clearing accounts			0	18
All other accounts			0	19
Total Payroll	1,690,754	0	1,690,754	20

Full-Time Employees (FTE)

- Use FTE numbers where FTE stands for Full-Time Employees or Full-Time Equivalency. FTE can be computed by using total hours worked/2080 hours for a fiscal year. Estimate to the nearest hundredth. If an employee works part time for more than one industry then determine FTE based on estimate of hours worked per industry.
- Example: An employee worked 35% of their time on electric jobs, 30% on water jobs, 20% on sewer jobs and 15% on municipal nonutility jobs. The FTE by industry would be .35 for electric, .30 for water and .20 for sewer.

Industry (a)	FTE (b)	
Water	32.0	1
Electric		2
Gas		3
Sewer		4

Balance Sheet

Assets and Othe Debits (a)	Balance End of Year (b)	Balance First of Year (c)	
ASSETS AND OTHER DEBITS			1
UTILITY PLANT			2
Utility Plant (101)	60,038,698	55,594,737	3
Less: Accumulated Provision for Depreciation and Amortization of Utility Plant (111)	17,294,530	16,303,727	4
Utility Plant Acquisition Adjustments (117-118)	0	0	5
Other Utility Plant Adjustments (119)	0	0	6
Net Utility Plant	42,744,168	39,291,010	7
OTHER PROPERTY AND INVESTMENTS			8
Nonutility Property (121)	0	0	9
Less: Accumulated Provision for Depreciation and Amortization of Nonutility Property (122)	0	0	10
Investment in Municipality (123)	0	0	11
Other Investments (124)	0	0	12
Sinking Funds (125)	577,793	592,957	13
Depreciation Fund (126)	0	0	14
Other Special Funds (128)	0	1,386,006	15
Total Other Property and Investments	577,793	1,978,963	16
CURRENT AND ACCRUED ASSETS			17
Cash (131)	0	0	18
Special Deposits (134)	0	0	19
Working Funds (135)	0	0	20
Temporary Cash Investments (136)	5,990,388	5,806,442	21
Notes Receivable (141)	0	0	22
Customer Accounts Receivable (142)	1,075,458	1,339,862	23
Other Accounts Receivable (143)	0	0	24
Accumulated Provision for Uncollectible Accounts- -Cr. (144)	0	0	25
Receivables from Municipality (145)	521,695	533,259	26
Plant Materials and Operating Supplies (154)	262,402	282,062	27
Merchandise (155)	0	0	28
Other Materials and Supplies (156)	0	0	29
Stores Expense (163)	0	0	30
Prepayments (165)	25,708	47,158	31
Interest and Dividends Receivable (171)	0	0	32
Accrued Utility Revenues (173)	0	0	33
Miscellaneous Current and Accrued Assets (174)	268,255	0	34
Total Current and Accrued Assets	8,143,906	8,008,783	35
DEFERRED DEBITS			36
Unamortized Debt Discount and Expense (181)	0	0	37
Extraordinary Property Losses (182)	0	0	38
Preliminary Survey and Investigation Charges (183)	0	0	39
Clearing Accounts (184)	0	0	40
Temporary Facilities (185)	0	0	41
Miscellaneous Deferred Debits (186)	329,135	0	42
Total Deferred Debits	329,135	0	43
TOTAL ASSETS AND OTHER DEBITS	51,795,002	49,278,756	44

Balance Sheet

Liabilities and Othe Credits (a)	Balance End of Year (b)	Balance First of Year (c)	
LIABILITIES AND OTHER CREDITS			1
PROPRIETARY CAPITAL			2
Capital Paid in by Municipality (200)	1,640,701	1,640,701	3
Appropriated Earned Surplus (215)	0	0	4
Unappropriated Earned Surplus (216)	36,069,925	33,442,927	5
Total Proprietary Capital	37,710,626	35,083,628	6
LONG-TERM DEBT			7
Bonds (221)	11,087,300	10,326,815	8
Advances from Municipality (223)	228,493	241,278	9
Other Long-Term Debt (224)	0	0	10
Total Long-Term Debt	11,315,793	10,568,093	11
CURRENT AND ACCRUED LIABILITIES			12
Notes Payable (231)	0	0	13
Accounts Payable (232)	772,197	124,781	14
Payables to Municipality (233)	0	0	15
Customer Deposits (235)	0	0	16
Taxes Accrued (236)	1,111,154	1,087,648	17
Interest Accrued (237)	66,869	67,232	18
Tax Collections Payable (241)	0	0	19
Miscellaneous Current and Accrued Liabilities (242)	0	113,336	20
Total Current and Accrued Liabilities	1,950,220	1,392,997	21
DEFERRED CREDITS			22
Unamortized Premium on Debt (251)	12,899	13,720	23
Customer Advances for Construction (252)	0	0	24
Other Deferred Credits (253)	232,659	226,154	25
Total Deferred Credits	245,558	239,874	26
OPERATING RESERVES			27
Property Insurance Reserve (261)	0	0	28
Injuries and Damages Reserve (262)	0	0	29
Pensions and Benefits Reserve (263)	0	1,386,006	30
Miscellaneous Operating Reserves (265)	572,805	608,158	31
Total Operating Reserves	572,805	1,994,164	32
TOTAL LIABILITIES AND OTHER CREDITS	51,795,002	49,278,756	33

Net Utility Plant

- Report utility plant accounts and related accumulated provisions for depreciation and amortization after allocation of common plant accounts and related provisions for depreciation and amortization to utility departments as of December 31.

Particulars (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	
First of Year					1
Total Utility Plant - First of Year	55,594,737	0	0	0	2
	55,594,737	0	0	0	3
Plant Accounts					4
Utility Plant in Service - Financed by Utility Operations or by the Municipality (101.1)	50,581,645				5
Utility Plant in Service - Contributed Plant (101.2)	5,407,142				6
Utility Plant Purchased or Sold (102)					7
Utility Plant Leased to Others (104)					8
Property Held for Future Use (105)					9
Completed Construction not Classified (106)					10
Construction Work in Progress (107)	4,049,911				11
Total Utility Plant	60,038,698	0	0	0	12
Accumulated Provision for Depreciation and Amortization					13
Accumulated Provision for Depreciation of Utility Plant in Service - Financed by Utility Operations or by the Municipality (111.1)	16,016,574				14
Accumulated Provision for Depreciation of Utility Plant in Service - Contributed Plant (111.2)	1,277,956				15
Accumulated Provision for Depreciation of Utility Plant Leased to Others (112)					16
Accumulated Provision for Depreciation of Property Held for Future Use (113)					17
Accumulated Provision for Amortization of Utility Plant in Service (114)					18
Accumulated Provision for Amortization of Utility Plant Leased to Others (115)					19
Accumulated Provision for Amortization of Property Held for Future Use (116)					20
Total Accumulated Provision	17,294,530	0	0	0	21
Accumulated Provision for Depreciation and Amortization					22
Utility Plant Acquisition Adjustments (117)					23
Accumulated Provision for Amortization of Utility Plant Acquisition Adjustments (118)					24
Other Utility Plant Adjustments (119)					25
Total Other Utility Plant Accounts	0	0	0	0	26
Net Utility Plant	42,744,168	0	0	0	27

Accumulated Provision for Depreciation of Utility Plant on Utility Plant Financed by Utility Operations or by the Municipality (Acct. 111.1)

Depreciation Accruals (Credits) during the year (111.1):

- Report the amounts charged in the operating sections to Depreciation Expense (403).
- If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
- Report the Depreciation Expense on Meters charged to sewer operations as an addition in the Water Column. If the sewer is also a regulated utility by the PSC, report an equal amount as a reduction in the Sewer column.
- Report all other accruals charged to other accounts, such as to clearing accounts.

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year (111.1)	15,098,417	0	0	0	15,098,417	1
Credits during year						2
Charged Depreciation Expense (403)	1,159,143				1,159,143	3
Depreciation Expense on Meters Charged to Sewer	78,164				78,164	4
Comp deprec return on meters, sewer	102,564				102,564	5
Salvage	0				0	6
Total credits	1,339,871	0	0	0	1,339,871	7
Debits during year						8
Book Cost of Plant Retired	421,714				421,714	9
Cost of Removal	0				0	10
Total debits	421,714	0	0	0	421,714	11
Balance end of year (111.1)	16,016,574	0	0	0	16,016,574	12

Accumulated Provision for Depreciation of Utility Plant on Contributed Plant in Service (Acct. 111.2)

Depreciation Accruals (Credits) during the year (111.2):

- Report the amounts charged in the operating sections to Other Income Deductions (426).
- If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
- Report the Depreciation Expense on Meters charged to sewer operations as an addition in the Water Column. If the sewer is also a regulated utility by the PSC, report an equal amount as a reduction in the Sewer column.
- Report all other accruals charged to other accounts, such as to clearing accounts.

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year (111.2)	1,205,310	0	0	0	1,205,310	1
Credits during year						2
Charged Other Income Deductions (426)	72,646				72,646	3
Depreciation Expense on Meters Charged to Sewer					0	4
Salvage	0				0	5
Total credits	72,646	0	0	0	72,646	6
Debits during year						7
Book Cost of Plant Retired	0				0	8
Cost of Removal	0				0	9
Total debits	0	0	0	0	0	10
Balance end of year (111.2)	1,277,956	0	0	0	1,277,956	11

Net Nonutility Property (Accts. 121 & 122)

- Report separately each item of property with a book cost of \$5,000 or more included in account 121.
- Other items may be grouped by classes of property.
- Describe in detail any investment in sewer department carried in this account.

Description (a)	Balance First of Year (b)	Additions During Year (c)	Deductions During Year (d)	Balance End of Year (e)	
Nonregulated sewer plant	0			0	1
Total Nonutility Property (121)	0	0	0	0	2
Less accum. prov. depr. & amort. (122)	0			0	3
Net Nonutility Property	0	0	0	0	4

Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144)

Description (a)	Amount (b)	
Balance first of year	0	1
Additions		2
Provision for uncollectibles during year	0	3
Collection of accounts previously written off: Utility Customers	0	4
Collection of accounts previously written off: Others	0	5
Total Additions	0	6
Accounts Written Off		7
Accounts written off during the year: Utility Customers	0	8
Accounts written off during the year: Others	0	9
Total Accounts Written Off	0	10
Balance End of Year	0	11

Materials and Supplies

Account (a)	Generation (b)	Transmission (d)	Distribution (d)	Other (e)	Total End of Year (f)	Amount Prior Year (g)	
Electric Utility							1
Fuel (151)					0	0	2
Fuel stock expenses (152)					0	0	3
Plant mat. & oper. sup. (154)					0	0	4
Total Electric Utility	0	0	0	0	0	0	5

Account	Total End of Year	Amount Prior Year	
Electric utility total	0	0	1
Water utility (154)	262,402	282,062	2
Sewer utility (154)		0	3
Heating utility (154)		0	4
Gas utility (154)		0	5
Merchandise (155)		0	6
Other materials & supplies (156)		0	7
Stores expense (163)		0	8
Total Material and Supplies	262,402	282,062	9

Unamortized Debt Discount & Expense & Premium on Debt (Accts. 181 and 251)

Report net discount and expense or premium separately for each security issue.

Debt Issue to Which Related (a)	Written Off During Year		Balance End of Year (d)	
	Amount (b)	Account Charged or Credited (c)		
Unamortized debt discount & expense (181)				1
None				2
Total	0		0	3
Unamortized premium on debt (251)				4
None				5
WATER UTILITY BONDS	822	2,854	12,899	6
Total	822		12,899	7

Capital Paid in by Municipality (Acct. 200)

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D, sewer and privates) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

	Description (a)	Amount (b)	
Balance first of year		1,640,701	1
Balance end of year		1,640,701	2

Bonds (Acct. 221)

- Report information required for each separate issue of bonds.
- If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.
- Proceeds advanced by the municipality from sale of general obligation bonds, if repayable by utility, should be included in account 223.
- Enter interest rates in decimal form. For example, enter 6.75% as 0.0675

Description of Issue (a)	Date of Issue (b)	Final Maturity Date (c)	Interest Rate (d)	Principal Amount End of Year (e)	
2004 SAFE DRINKING WATER LOAN	03/10/2004	05/01/2023	2.74%	1,528,084	1
2005 WATER UTILITY REVENUE BONDS	09/01/2005	09/01/2025	3.99%	2,360,000	2
2007 WATER UTILITY REVENUE BONDS	04/15/2007	05/01/2027	5.00%	2,925,000	3
2013 WATER UTILITY REVENUE BONDS	04/03/2013	05/01/2033	1.97%	2,800,000	4
2015 SAFE DRINKING WATER LOAN	05/13/2015	05/01/2035	1.65%	1,474,216	5
Total				11,087,300	6

Notes Payable & Miscellaneous Long-Term Debt

- Report each class of debt included in Accounts 223, 224 and 231.
- Proceeds of general obligation issues, if subject to repayment by the utility, should be included in Account 223.
- If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.
- Enter interest rates in decimal form. For example, enter 6.75% as 0.0675

Account and Description of Obligation (a and b)	Date of Issue (c)	Final Maturity Date (d)	Interest Rate (e)	Principal Amount End of Year (f)	
Advances from Municipality (223)					1
UNFUNDED PENSION	03/15/2008	03/15/2027	1.97%	228,493	2
Total for Account 223				228,493	3

Taxes Accrued (Acct. 236)

Description (a)	Amount (b)	
Balance first of year	1,087,648	1
Charged water department expense	1,203,109	2
Charged electric department expense		3
Charged gas department expense		4
Charged sewer department expense	24,870	5
Total accruals and other credits	1,227,979	6
County, state and local taxes	1,087,648	7
Social Security taxes	109,250	8
PSC Remainder Assessment	7,575	9
Gross Receipts Tax		10
Total payments and other debits	1,204,473	11
Balance end of year	1,111,154	12

Interest Accrued (Acct. 237)

- Report below interest accrued on each utility obligation.
- Report customer deposits under account 235.

Description of Issue (a)	Interest Accrued Balance First of Year (b)	Interest Accrued During Year (c)	Interest Paid During Year (d)	Interest Accrued Balance End of Year (e)	
Bonds (221)	0	0	0	0	1
2004 SAFE DRINKING WATER LOAN \$3,152,000	7,777	43,569	44,342	7,004	2
2005 WATER UTILITY REVENUE BONDS \$4,900,000	17,473	98,838	100,338	15,973	3
2007 WATER UTILITY REVENUE BONDS \$4,000,000	22,607	128,780	130,447	20,940	4
2013 WATER UTILITY REVENUE BOND	13,557	78,200	78,600	13,157	5
2015 SAFE DRINKING WATER LOAN \$3,122,030		4,049	385	3,664	6
Subtotal Bonds (221)	61,414	353,436	354,112	60,738	7
Advances from Municipality (223)	0	0	0	0	8
UNFUNDED PENSION	5,818	6,828	6,515	6,131	9
Subtotal Advances from Municipality (223)	5,818	6,828	6,515	6,131	10
Other Long-Term Debt (224)	0	0	0	0	11
None				0	12
Subtotal Other Long-Term Debt (224)	0	0	0	0	13
Notes Payable (231)	0	0	0	0	14
None				0	15
Subtotal Notes Payable (231)	0	0	0	0	16
Customer Deposits (235)	0	0	0	0	17
None				0	18
Subtotal Customer Deposits (235)	0	0	0	0	19
Total	67,232	360,264	360,627	66,869	20

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Description (a)	Balance End of Year (b)	
Sinking Funds (125)	0	1
Bond Reserve Fund	577,793	2
Total (Acct. 125)	577,793	3
Cash and Working Funds (131)	0	4
Cash		5
Total (Acct. 131)	0	6
Temporary Cash Investments (136)	0	7
Temporary Cash Investments	5,990,388	8
Total (Acct. 136)	5,990,388	9
Customer Accounts Receivable (142)	0	10
Water	1,075,458	11
Total (Acct. 142)	1,075,458	12
Other Accounts Receivable (143)	0	13
Sewer (Non-regulated)		14
Merchandising, jobbing and contract work		15
Total (Acct. 143)	0	16
Receivables from Municipality (145)	0	17
Receivables for water main, laterals, and PFP	521,695 *	18
Total (Acct. 145)	521,695	19
Prepayments (165)	0	20
Prepayments	25,708	21
Total (Acct. 165)	25,708	22
Miscellaneous Current and Accrued Assets (174)	0	23
Net Pension Asset	268,255	24
Total (Acct. 174)	268,255	25
Miscellaneous Deferred Debits (186)	0	26
Deferred Outflow of Resources - Pension	329,135	27
Total (Acct. 186)	329,135	28
Accounts Payable (232)	0	29
Accounts Payable	772,197	30
Total (Acct. 232)	772,197	31
Other Deferred Credits (253)	0	32

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Regulatory Liability	232,659	33
Total (Acct. 253)	232,659	34
Miscellaneous Operating Reserves (265)	0	35
Accrued Vacation & Sick Leave	572,805	36
Total (Acct. 265)	572,805	37

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Balance Sheet Detail - Other Accounts (Page F-22)

Explain amounts in Accounts 143, 145 and/or 233 in excess of \$10,000. Provide a short list or detailed description, but do not use terms such as other revenues, general, miscellaneous, or repeat the account title.

Account 145 - Includes receivables from water main assessments \$162,496 and water lateral assessments \$257,809.

Return on Rate Base Computation

- The data used in calculating rate base are averages.
- Calculate those averages by summing the first-of-year and the end-of-year figures for each account and then dividing the sum by two.
- For municipal utilities, do not include contributed plant in service, property held for future use, or construction work in progress with utility plant in service. These are not rate base components.
- For private utilities, do not include property held for future use, or construction work in progress with utility plant in service. These are not rate base components.

Average Rate Base (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Add Average						1
Utility Plant in Service (101.1)	50,119,400				50,119,400	2
Materials and Supplies	272,232				272,232	3
Less Average						4
Reserve for Depreciation (111.1)	15,557,495				15,557,495	5
Customer Advances for Construction	0				0	6
Regulatory Liability	229,406				229,406	7
Average Net Rate Base	34,604,731	0	0	0	34,604,731	8
Net Operating Income	1,763,509				1,763,509	9
Net Operating Income as a percent of Average Net Rate Base	5.10%	N/A	N/A	N/A	5.10%	10

Regulatory Liability - Pre-2003 Historical Accumulated Depreciation on Contributed Utility Plant (253)

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year	226,154	0	0	0	226,154	1
Credits During Year					0	2
Miscellaneous Credits to Surplus	31,637				31,637	3
Charges (Deductions)					0	4
Miscellaneous Amortization (425)	25,132				25,132	5
Balance End of Year	232,659	0	0	0	232,659	6

Important Changes During the Year

Report changes of any of the following types:

1. Acquisitions

2. Leaseholder changes

3. Extensions of service

4. Estimated changes in revenues due to rate changes
A rate change will go into effect January 1, 2016.

5. Obligations incurred or assumed, excluding commercial paper

6. Formal proceedings with the Public Service Commission

7. Any additional matters

Water Operating Revenues & Expenses

Description (a)	This Year (b)	Last Year (c)	
Operating Revenues - Sales of Water			1
Sales of Water (460-467)	8,014,393	8,038,409	2
Total Sales of Water	8,014,393	8,038,409	3
Other Operating Revenues			4
Forfeited Discounts (470)	72,501	66,351	5
Rents from Water Property (472)	20,867	20,259	6
Interdepartmental Rents (473)	0	0	7
Other Water Revenues (474)	36,631	36,615	8
Total Other Operating Revenues	129,999	123,225	9
Total Operating Revenues	8,144,392	8,161,634	10
Operation and Maintenance Expenses			11
Source of Supply Expense (600-617)	276,227	10,321	12
Pumping Expenses (620-633)	630,428	627,389	13
Water Treatment Expenses (640-652)	1,035,741	1,262,947	14
Transmission and Distribution Expenses (660-678)	754,525	885,540	15
Customer Accounts Expenses (901-906)	203,518	239,050	16
Sales Expenses (910)	0	0	17
Administrative and General Expenses (920-932)	1,118,192	1,018,505	18
Total Operation and Maintenance Expenses	4,018,631	4,043,752	19
Other Operating Expenses			20
Depreciation Expense (403)	1,159,143	1,096,139	21
Amortization Expense (404-407)			22
Taxes (408)	1,203,109	1,187,932	23
Total Other Operating Expenses	2,362,252	2,284,071	24
Total Operating Expenses	6,380,883	6,327,823	25
NET OPERATING INCOME	1,763,509	1,833,811	26

Water Operating Revenues - Sales of Water

- Where customer meters record cubic feet, multiply by 7.48 to obtain number of gallons.
- Report estimated gallons for unmetered sales.
- Sales to multiple dwelling buildings through a single meter serving 3 or more family units should be classified multifamily residential.
- Account 460, Unmetered Sales to General Customers - Gallons of Water Sold should not include in any way quantity of water, i.e. metered or measured by tank or pool volume. The quantity should be estimated based on size of pipe, flow, foot of frontage, etc. Bulk water sales should be Account 460 if the quantity is estimated and should be Account 461 if metered or measured by volume. Water related to construction should be a measured sale of water (Account 461).
- Report average number of individually-metered accounts (meters). The amount reported should be the average meter count. E.g. if a hospital has 5 meters, a total of 5 meters should be reported on this schedule in column b (Average No. of Customers).

Description (a)	Average No. Customer (b)	Thousand of Gallons of Water Sold (c)	Amount (d)	
Unmetered Sales to General Customers (460)				1
Residential (460.1)				2
Commercial (460.2)				3
Industrial (460.3)				4
Public Authority (460.4)				5
Multifamily Residential (460.5)				6
Irrigation (460.6)				7
Total Unmetered Sales to General Customers (460)	0	0	0	8
Metered Sales to General Customers (461)				9
Residential (461.1)	16,927	773,817	2,212,878	10
Commercial (461.2)	1,315	257,981	528,935	11
Industrial (461.3)	162	2,373,438	3,281,620	12
Public Authority (461.4)	124	49,976	102,088	13
Multifamily Residential (461.5)	281	111,804	227,466	14
Irrigation (461.6)	0	0	0	15
Total Metered Sales to General Customers (461)	18,809	3,567,016	6,352,987	16
Private Fire Protection Service (462)	257		89,218	17
Public Fire Protection Service (463)	18,817		809,963	18
Sales to Irrigation Customers (465)	0	0	0	19
Sales for Resale (466)	2	715,284	762,225	20
Interdepartmental Sales (467)	0	0	0	21
Total Sales of Water	37,885	4,282,300	8,014,393	22

Sales for Resale (Acct. 466)

Use a separate line for each delivery point.

Customer Name (a)	Point of Delivery (b)	Thousands of Gallons Sold (c)	Revenues (d)	
KOHLER MUNICIPAL WATER UTILITY	TAYLOR DR & ERIE AVE	305,168	313,680	1
SHEBOYGAN FALLS UTILITIES	TAYLOR DR & HWY 23	410,116	448,545	2
Total		715,284	762,225	3

Other Operating Revenues (Water)

- Report revenues relating to each account and fully describe each item using other than the account title.
- Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D and privates) and all other lesser amounts grouped as Miscellaneous.
- For a combined utility which also provides sewer service that is based upon water readings, report the return on net investment in meters charged to sewer department in Other Water Revenues (474).

Description (a)	Amount (b)	
Public Fire Protection Service (463)		1
Amount billed (usually per rate schedule F-1 or Fd-1)	809,963	2
Wholesale fire protection billed		3
Amount billed for fighting fires outside utility's service areas (usually per rate schedule F-2 or BW-1)		4
Total Public Fire Protection Service (463)	809,963	5
Forfeited Discounts (470)		6
Customer late payment charges	37,004	7
Meter, Tap, Testing	35,497	8
Total Forfeited Discounts (470)	72,501	9
Rents from Water Property (472)		10
Rent of tower for cellular antennas	20,867	11
Total Rents from Water Property (472)	20,867	12
Interdepartmental Rents (473)		13
None		14
Total Interdepartmental Rents (473)	0	15
Other Water Revenues (474)		16
Return on net investment in meters charged to sewer department	36,631	17
Total Other Water Revenues (474)	36,631	18

Other Operating Revenues (Water)

- | |
|---|
| <ul style="list-style-type: none">• Report revenues relating to each account and fully describe each item using other than the account title.• Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D and privates) and all other lesser amounts grouped as Miscellaneous.• For a combined utility which also provides sewer service that is based upon water readings, report the return on net investment in meters charged to sewer department in Other Water Revenues (474). |
|---|

Other Operating Revenues (Water) (Page W-04)

Explain all amounts in Account 474 in excess of \$10,000.

Account 474 - This is the meter charge related to sewer only and sewer deduct customers.

Water Operation & Maintenance Expenses

- Each expense account that has a difference between This Year and Last Year greater than 15 percent and \$10,000 (class AB), 25 percent and \$5,000 (class C), 30 percent and \$2,000 (class D) shall be fully explained in the schedule footnotes.
- Class C and class D report all expenses in Other Expense (column c)

Description (a)	Labor Expense (b)	Other Expense (c)	Total This Year (d)	Last Year (e)	
SOURCE OF SUPPLY EXPENSES					1
Operation Supervision and Engineering (600)		709	709	0	2
Operation Labor and Expenses (601)			0	0	3
Purchased Water (602)			0	0	4
Miscellaneous Expenses (603)			0	0	5
Rents (604)			0	0	6
Maintenance Supervision and Engineering (610)			0	192	7
Maintenance of Structures and Improvements (611)			0	0	8
Maintenance of Collecting and Impounding Reservoirs (612)			0	0	9
Maintenance of Lake, River and Other Intakes (613)		275,518	275,518	10,129 *	10
Maintenance of Wells and Springs (614)			0	0	11
Maintenance of Supply Mains (616)			0	0	12
Maintenance of Miscellaneous Water Source Plant (617)			0	0	13
Total Source of Supply Expenses	0	276,227	276,227	10,321	14
PUMPING EXPENSES					15
Operation Supervision and Engineering (620)	29,497		29,497	28,854	16
Fuel for Power Production (621)			0	0	17
Power Production Labor and Expenses (622)			0	0	18
Fuel or Power Purchased for Pumping (623)		456,104	456,104	444,350	19
Pumping Labor and Expenses (624)			0	447	20
Expenses Transferred--Credit (625)			0	0	21
Miscellaneous Expenses (626)	2,235	48,253	50,488	55,805	22
Rents (627)			0	0	23
Maintenance Supervision and Engineering (630)	9,852		9,852	11,052	24
Maintenance of Structures and Improvements (631)	56,703	14,678	71,381	54,515 *	25
Maintenance of Power Production Equipment (632)			0	0	26
Maintenance of Pumping Equipment (633)	12,810	296	13,106	32,366 *	27
Total Pumping Expenses	111,097	519,331	630,428	627,389	28
WATER TREATMENT EXPENSES					29
Operation Supervision and Engineering (640)	25,544		25,544	30,379	30
Chemicals (641)		241,238	241,238	279,553	31
Operation Labor and Expenses (642)	410,668	202,196	612,864	708,030	32
Miscellaneous Expenses (643)	4,091	14,756	18,847	31,678 *	33
Rents (644)			0	0	34
Maintenance Supervision and Engineering (650)			0	0	35
Maintenance of Structures and Improvements (651)	38,588	64,550	103,138	142,547 *	36
Maintenance of Water Treatment Equipment (652)	21,182	12,928	34,110	70,760 *	37
Total Water Treatment Expenses	500,073	535,668	1,035,741	1,262,947	38
TRANSMISSION AND DISTRIBUTION EXPENSES					39
Operation Supervision and Engineering (660)	33,020		33,020	38,966	40
Storage Facilities Expenses (661)		10,760	10,760	10,573	41

Water Operation & Maintenance Expenses

- Each expense account that has a difference between This Year and Last Year greater than 15 percent and \$10,000 (class AB), 25 percent and \$5,000 (class C), 30 percent and \$2,000 (class D) shall be fully explained in the schedule footnotes.
- Class C and class D report all expenses in Other Expense (column c)

Description (a)	Labor Expense (b)	Other Expense (c)	Total This Year (d)	Last Year (e)	
Transmission and Distribution Lines Expenses (662)	63,910	6,361	70,271	61,578	42
Meter Expenses (663)	32,858	16,602	49,460	37,165 *	43
Customer Installations Expenses (664)	17,927	90,290	108,217	72,497 *	44
Miscellaneous Expenses (665)	72,205	16,522	88,727	124,859 *	45
Rents (666)			0	0	46
Maintenance Supervision and Engineering (670)			0	0	47
Maintenance of Structures and Improvements (671)	79,524	2,362	81,886	78,190	48
Maintenance of Distribution Reservoirs and Standpipes (672)	16,555	22,287	38,842	16,060 *	49
Maintenance of Transmission and Distribution Mains (673)	101,877	80,306	182,183	382,257 *	50
Maintenance of Services (675)	3,709	7,264	10,973	19,050	51
Maintenance of Meters (676)	11,748	(357)	11,391	16,016	52
Maintenance of Hydrants (677)	38,539	30,256	68,795	28,329 *	53
Maintenance of Miscellaneous Plant (678)			0	0	54
Total Transmission and Distribution Expenses	471,872	282,653	754,525	885,540	55
CUSTOMER ACCOUNTS EXPENSES					56
Supervision (901)	26,563		26,563	24,998	57
Meter Reading Expenses (902)	35,167	4,055	39,222	35,521	58
Customer Records and Collection Expenses (903)	90,771	42,124	132,895	117,668	59
Uncollectible Accounts (904)		8,853	8,853	8,668	60
Miscellaneous Customer Accounts Expenses (905)			0	0	61
Customer Service and Informational Expenses (906)		(4,015)	(4,015)	52,195 *	62
Total Customer Accounts Expenses	152,501	51,017	203,518	239,050	63
SALES EXPENSES					64
Sales Expenses (910)			0	0	65
Total Sales Expenses	0	0	0	0	66
ADMINISTRATIVE AND GENERAL EXPENSES					67
Administrative and General Salaries (920)	223,290		223,290	236,516	68
Office Supplies and Expenses (921)		24,232	24,232	14,338	69
Administrative Expenses Transferred--Credit (922)			0	0	70
Outside Services Employed (923)		15,199	15,199	23,599	71
Property Insurance (924)		49,508	49,508	40,083	72
Injuries and Damages (925)		89,642	89,642	58,922 *	73
Employee Pensions and Benefits (926)		617,925	617,925	562,204	74
Regulatory Commission Expenses (928)		21,313	21,313	0 *	75
Duplicate Charges--Credit (929)			0	0	76
Miscellaneous General Expenses (930)	10,887	31,548	42,435	64,080 *	77
Rents (931)			0	0	78
Maintenance of General Plant (932)	1,735	32,913	34,648	18,763 *	79
Total Administrative and General Expenses	235,912	882,280	1,118,192	1,018,505	80
TOTAL OPERATION AND MAINTENANCE EXPENSES	1,471,455	2,547,176	4,018,631	4,043,752	81

Water Operation & Maintenance Expenses

- Each expense account that has a difference between This Year and Last Year greater than 15 percent and \$10,000 (class AB), 25 percent and \$5,000 (class C), 30 percent and \$2,000 (class D) shall be fully explained in the schedule footnotes.
- Class C and class D report all expenses in Other Expense (column c)

Water Operation & Maintenance Expenses (Page W-05)**Explain all negative This Year amounts.**

Account 906 - Reclassification of cross connection contract costs to account 664 in 2015.

Explain all This Year amounts that are more than 15% and \$10,000 higher or lower than the Last Year amount.

Account 613 - Costs for the inspection and analysis of Intake Pipe #3 which was retired in 2015.
Account 631 - Maintenance to pump buildings at Park Avenue & Erie Avenue in 2015.
Account 633 - Higher low lift pump repair & maintenance costs in 2014 than in 2015.
Account 643 - Lower energy costs in the treatment process in 2015.
Account 651 - Higher painting & maintenance costs of filter gallery ceiling in 2014 than in 2015.
Account 652 - Higher treatment equipment maintenance costs in 2014 than in 2015; lower energy costs in 2015.
Account 663 - Purchase of replacement parts for meter maintenance in 2015.
Account 664 - Reclassification of cross connection expense from account 906 in 2015.
Account 665 - Engineering department remodel and maintenance in 2014; one additional engineer hired to replace retiring engineer in 2014.
Long term engineer retired in 2015.
Account 672 - Maintenance of Georgia Avenue & Erie Avenue reservoirs in 2015.
Account 673 - Extremely cold winter and spring in 2014 which caused numerous water main breaks.
Account 677 - Hydrant painting project in 2015.
Account 906 - Reclassification of cross connection contract costs to account 664 in 2015.
Account 925 - Increase in worker's comp and general liability insurance premiums in 2015.
Account 928 - Rate study costs in 2015; no rate study in 2014.
Account 930 - Accrual of customer refunds in 2014.
Account 932 - Office conference room remodel and maintenance in 2015.

Taxes (Acct. 408 - Water)

When allocation of taxes is made between departments, explain method used.

Description of Tax (a)	This Year (b)	Last Year (c)	
Property Tax Equivalent	1,111,154	1,087,649	1
Less: Local and School Tax Equivalent on Meters Charged to Sewer Department	24,870	22,921	2
Net Property Tax Equivalent	1,086,284	1,064,728	3
Social Security	109,250	8,134	4
PSC Remainder Assessment	7,575	115,070	5
Total Tax Expense	1,203,109	1,187,932	6

Water Property Tax Equivalent - Detail

- No property tax equivalent shall be determined for sewer utilities or town sanitary district water utilities.
- Tax rates are those issued in November (usually) of the year being reported and are available from the municipal treasurer. Report the tax rates in mills to six (6) decimal places.
- The assessment ratio is available from the municipal treasurer. Report the ratio as a decimal to six (6) places.
- The utility plant balance first of year should include the gross book values of plant in service (total of utility financed and contributed plant), property held for future use and construction work in progress.
- An "other tax rate" is included in the "Net Local and School Tax Rate Calculation" to the extent that it is local. An example is a local library tax. Fully explain the rate in the Property Tax Equivalent schedule footnotes.
- **Property Tax Equivalent - Total**
If the municipality has authorized a lower tax equivalent amount, the authorization description and date of the authorization must be reported in the schedule footnotes. If the municipality has NOT authorized a lower amount, leave the cell blank.

COUNTY: SHEBOYGAN (1)

SUMMARY OF TAX RATES

1. State Tax Rate	mills	0.170377
2. County Tax Rate	mills	5.646853
3. Local Tax Rate	mills	9.495840
4. School Tax Rate	mills	11.946733
5. Vocational School Tax Rate	mills	0.804542
6. Other Tax Rate - Local	mills	0.000000
7. Other Tax Rate - Non-Local	mills	0.000000
8. Total Tax Rate	mills	28.064345
9. Less: State Credit	mills	2.096487
11. Net Tax Rate	mills	25.967858

PROPERTY TAX EQUIVALENT CALCULATION

12. Local Tax Rate	mills	9.495840
13. Combined School Tax Rate	mills	12.751275
14. Other Tax Rate - Local	mills	0.000000
15. Total Local & School Tax Rate	mills	22.247115
16. Total Tax Rate	mills	28.064345
17. Ratio of Local and School Tax to Total	dec.	0.792718
18. Total Tax Net of State Credit	mills	25.967858
19. Net Local and School Tax Rate	mills	20.585192
20. Utility Plant, Jan 1	\$	55,594,737
21. Materials & Supplies	\$	282,062
22. Subtotal	\$	55,876,799
23. Less: Plant Outside Limits	\$	1,662,295
24. Taxable Assets	\$	54,214,504
25. Assessment Ratio	dec.	0.995644
26. Assessed Value	\$	53,978,346
27. Net Local and School Tax Rate	mills	20.585192
28. Tax Equiv. Computed for Current Year	\$	1,111,154

PROPERTY TAX EQUIVALENT - TOTAL

PROPERTY TAX EQUIVALENT CALCULATION

1. Utility Plant, Jan 1	\$	55,594,737
2. Materials & Supplies	\$	282,062
3. Subtotal	\$	55,876,799
4. Less: Plant Outside Limits	\$	1,662,295
5. Taxable Assets	\$	54,214,504
6. Assessed Value	\$	53,978,346
7. Tax Equiv. Computed for Current Year	\$	1,111,154
8. Tax Equivalent per 1994 PSC Report	\$	560,533
9. Amount of Lower Tax Equiv. as Authorized by Municipality for Current Year (see notes)	\$	
10. Tax Equivalent for Current Year (see notes)	\$	1,111,154

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
INTANGIBLE PLANT						1
Organization (301)	0				0	2
Franchises and Consents (302)	0				0	3
Miscellaneous Intangible Plant (303)	0				0	4
Total Intangible Plant	0	0	0	0	0	5
SOURCE OF SUPPLY PLANT						6
Land and Land Rights (310)	0				0	7
Structures and Improvements (311)	0				0	8
Collecting and Impounding Reservoirs (312)	0				0	9
Lake, River and Other Intakes (313)	695,688		68,073		627,615	10
Wells and Springs (314)	0				0	11
Supply Mains (316)	0				0	12
Other Water Source Plant (317)	0				0	13
Total Source of Supply Plant	695,688	0	68,073	0	627,615	14
PUMPING PLANT						15
Land and Land Rights (320)	2,475				2,475	16
Structures and Improvements (321)	2,406,998		3,725		2,403,273	17
Other Power Production Equipment (323)	108,644				108,644	18
Electric Pumping Equipment (325)	2,047,359				2,047,359	19
Diesel Pumping Equipment (326)	0				0	20
Other Pumping Equipment (328)	653,951				653,951	21
Total Pumping Plant	5,219,427	0	3,725	0	5,215,702	22
WATER TREATMENT PLANT						23
Land and Land Rights (330)	13,330				13,330	24
Structures and Improvements (331)	3,310,590	7,554		(128,065)	3,190,079 *	25
Sand or Other Media Filtration Equipment (332)	6,057,786		7,987	(298,300)	5,751,499 *	26
Membrane Filtration Equipment (333)	0				0	27
Other Water Treatment Equipment (334)	0	368,788	118,915	426,365	676,238 *	28
Total Water Treatment Plant	9,381,706	376,342	126,902	0	9,631,146	29
TRANSMISSION AND DISTRIBUTION PLANT						30
Land and Land Rights (340)	117,865				117,865	31
Structures and Improvements (341)	760,563	1,995	7,065		755,493	32
Distribution Reservoirs and Standpipes (342)	5,018,792				5,018,792	33
Transmission and Distribution Mains (343)	21,995,549	397,883	18,615		22,374,817	34
Services (345)	0				0	35
Meters (346)	2,426,825	300,910	94,947		2,632,788	36
Hydrants (348)	1,833,736	41,901	13,540		1,862,097	37

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
Other Transmission and Distribution Plant (349)	0				0	38
Total Transmission and Distribution Plant	32,153,330	742,689	134,167	0	32,761,852	39
GENERAL PLANT						40
Land and Land Rights (389)	0				0	41
Structures and Improvements (390)	588,449		1,688		586,761	42
Office Furniture and Equipment (391)	56,491	3,430	3,237		56,684	43
Computer Equipment (391.1)	223,522	29,050	22,623		229,949	44
Transportation Equipment (392)	468,929				468,929	45
Stores Equipment (393)	0				0	46
Tools, Shop and Garage Equipment (394)	158,614	14,844	2,310		171,148	47
Laboratory Equipment (395)	17,146				17,146	48
Power Operated Equipment (396)	368,447	103,390	58,989		412,848 *	49
Communication Equipment (397)	17,277				17,277	50
SCADA Equipment (397.1)	308,130	76,458			384,588	51
Miscellaneous Equipment (398)	0				0	52
Total General Plant	2,207,005	227,172	88,847	0	2,345,330	53
Total utility plant in service directly assignable	49,657,156	1,346,203	421,714	0	50,581,645	54
Common Utility Plant Allocated to Water Department	0				0	55
TOTAL UTILITY PLANT IN SERVICE	49,657,156	1,346,203	421,714	0	50,581,645	56

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Water Utility Plant in Service - Plant Financed by Utility or Municipality (Page W-08)

Additions for Accounts OTHER than 316, 343, 345, 346 and 348 exceed \$100,000, please explain. If applicable, provide construction authorization

Account 334 - Additions include a new manifold feed system in the treatment plant.

Account 396 - Additions include a new Case backhoe loader.

Adjustments for one or more accounts are nonzero, please explain.

Water filtration equipment recorded to account 331 was reclassified to account 332; Water treatment equipment recorded to account 332 was reclassified to account 334.

Retirements for Accounts OTHER than 316, 343, 345, 346 or 348 exceed \$100,000, please explain.

Account 334 - Retirements include an old rapid mix tank in the treatment plant.

Water Utility Plant in Service - Plant Financed by Contributions

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
INTANGIBLE PLANT						1
Organization (301)	0				0	2
Franchises and Consents (302)	0				0	3
Miscellaneous Intangible Plant (303)	0				0	4
Total Intangible Plant	0	0	0	0	0	5
SOURCE OF SUPPLY PLANT						6
Land and Land Rights (310)	0				0	7
Structures and Improvements (311)	0				0	8
Collecting and Impounding Reservoirs (312)	0				0	9
Lake, River and Other Intakes (313)	0				0	10
Wells and Springs (314)	0				0	11
Supply Mains (316)	0				0	12
Other Water Source Plant (317)	0				0	13
Total Source of Supply Plant	0	0	0	0	0	14
PUMPING PLANT						15
Land and Land Rights (320)	0				0	16
Structures and Improvements (321)	0				0	17
Other Power Production Equipment (323)	0				0	18
Electric Pumping Equipment (325)	0				0	19
Diesel Pumping Equipment (326)	0				0	20
Other Pumping Equipment (328)	0				0	21
Total Pumping Plant	0	0	0	0	0	22
WATER TREATMENT PLANT						23
Land and Land Rights (330)	0				0	24
Structures and Improvements (331)	0				0	25
Sand or Other Media Filtration Equipment (332)	94,222				94,222	26
Membrane Filtration Equipment (333)	0				0	27
Other Water Treatment Equipment (334)	0				0	28
Total Water Treatment Plant	94,222	0	0	0	94,222	29
TRANSMISSION AND DISTRIBUTION PLANT						30
Land and Land Rights (340)	0				0	31
Structures and Improvements (341)	0				0	32
Distribution Reservoirs and Standpipes (342)	0				0	33
Transmission and Distribution Mains (343)	4,718,997	196,387			4,915,384	34
Services (345)	0				0	35
Meters (346)	0				0	36
Hydrants (348)	397,536				397,536	37

Water Utility Plant in Service - Plant Financed by Contributions

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
Other Transmission and Distribution Plant (349)	0				0	38
Total Transmission and Distribution Plant	5,116,533	196,387	0	0	5,312,920	39
GENERAL PLANT						40
Land and Land Rights (389)	0				0	41
Structures and Improvements (390)	0				0	42
Office Furniture and Equipment (391)	0				0	43
Computer Equipment (391.1)	0				0	44
Transportation Equipment (392)	0				0	45
Stores Equipment (393)	0				0	46
Tools, Shop and Garage Equipment (394)	0				0	47
Laboratory Equipment (395)	0				0	48
Power Operated Equipment (396)	0				0	49
Communication Equipment (397)	0				0	50
SCADA Equipment (397.1)	0				0	51
Miscellaneous Equipment (398)	0				0	52
Total General Plant	0	0	0	0	0	53
Total utility plant in service directly assignable	5,210,755	196,387	0	0	5,407,142	54
Common Utility Plant Allocated to Water Department	0				0	55
TOTAL UTILITY PLANT IN SERVICE	5,210,755	196,387	0	0	5,407,142	56

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
SOURCE OF SUPPLY PLANT									1
Structures and Improvements (311)	0							0	2
Collecting and Impounding Reservoirs (312)	0							0	3
Lake, River and Other Intakes (313)	468,045	1.70%	11,248	68,073				411,220	4
Wells and Springs (314)	0							0	5
Supply Mains (316)	0							0	6
Other Water Source Plant (317)	0							0	7
Total Source of Supply Plant	468,045		11,248	68,073	0	0	0	411,220	8
PUMPING PLANT									9
Structures and Improvements (321)	562,666	3.20%	76,964	3,725				635,905	10
Other Power Production Equipment (323)	96,314	4.40%	4,780					101,094	11
Electric Pumping Equipment (325)	1,235,178	4.40%	90,084					1,325,262	12
Diesel Pumping Equipment (326)	0							0	13
Other Pumping Equipment (328)	570,742	4.40%	28,774					599,516	14
Total Pumping Plant	2,464,900		200,602	3,725	0	0	0	2,661,777	15
WATER TREATMENT PLANT									16
Structures and Improvements (331)	1,549,563	3.20%	105,035				(3,074)	1,651,524 *	17
Sand or Other Media Filtration Equipment (332)	1,838,262	3.30%	186,857	7,987			(120,200)	1,896,932 *	18
Membrane Filtration Equipment (333)	0							0	19
Other Water Treatment Equipment (334)	0	6.00%	33,078	118,915			123,274	37,437 *	20
Total Water Treatment Plant	3,387,825		324,970	126,902	0	0	0	3,585,893	21
TRANSMISSION AND DISTRIBUTION PLANT									22
Structures and Improvements (341)	451,097	3.20%	24,257	7,065				468,289	23
Distribution Reservoirs and Standpipes (342)	1,101,452	1.90%	95,357					1,196,809	24
Transmission and Distribution Mains (343)	3,877,893	1.30%	288,407	18,615				4,147,685	25
Services (345)	0							0	26
Meters (346)	1,467,348	5.50%	139,139	94,947				1,511,540	27

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
Hydrants (348)	446,507	2.20%	40,654	13,540				473,621	28
Other Transmission and Distribution Plant (349)	0							0	29
Total Transmission and Distribution Plant	7,344,297		587,814	134,167	0	0	0	7,797,944	30
GENERAL PLANT									31
Structures and Improvements (390)	284,007	2.90%	16,519	1,688				298,838	32
Office Furniture and Equipment (391)	20,067	5.80%	3,282	3,237				20,112	33
Computer Equipment (391.1)	175,326	26.70%	30,345	22,623				183,048	34
Transportation Equipment (392)	394,301	13.30%	62,368					456,669	35
Stores Equipment (393)	0							0	36
Tools, Shop and Garage Equipment (394)	157,887	5.80%	9,563	2,310				165,140	37
Laboratory Equipment (395)	12,056	5.80%	994					13,050	38
Power Operated Equipment (396)	64,301	7.50%	60,299	58,989				65,611	39
Communication Equipment (397)	17,277	15.00%						17,277	40
SCADA Equipment (397.1)	308,130	9.20%	31,865					339,995	41
Miscellaneous Equipment (398)	0							0	42
Total General Plant	1,433,352		215,235	88,847	0	0	0	1,559,740	43
Total accum. prov. directly assignable	15,098,419		1,339,869	421,714	0	0	0	16,016,574	44
Common Utility Plant Allocated to Water Department	0							0	45
TOTAL ACCUM, PROV, FOR DEPRECIATION	15,098,419		1,339,869	421,714	0	0	0	16,016,574	46

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality (Page W-10)

Adjustments are nonzero for one or more accounts, please explain.

Water filtration equipment incorrectly recorded to account 331 was reclassified to account 332; Water treatment equipment incorrectly recorded to account 332 was reclassified to account 334.

Water Accumulated Provision for Depreciation - Plant Financed by Contributions

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
SOURCE OF SUPPLY PLANT									1
Structures and Improvements (311)	0							0	2
Collecting and Impounding Reservoirs (312)	0							0	3
Lake, River and Other Intakes (313)	0							0	4
Wells and Springs (314)	0							0	5
Supply Mains (316)	0							0	6
Other Water Source Plant (317)	0							0	7
Total Source of Supply Plant	0		0	0	0	0	0	0	8
PUMPING PLANT									9
Structures and Improvements (321)	0							0	10
Other Power Production Equipment (323)	0							0	11
Electric Pumping Equipment (325)	0							0	12
Diesel Pumping Equipment (326)	0							0	13
Other Pumping Equipment (328)	0							0	14
Total Pumping Plant	0		0	0	0	0	0	0	15
WATER TREATMENT PLANT									16
Structures and Improvements (331)	0							0	17
Sand or Other Media Filtration Equipment (332)	94,222	3.30%						94,222	18
Membrane Filtration Equipment (333)	0							0	19
Other Water Treatment Equipment (334)	0							0	20
Total Water Treatment Plant	94,222		0	0	0	0	0	94,222	21
TRANSMISSION AND DISTRIBUTION PLANT									22
Structures and Improvements (341)	0							0	23
Distribution Reservoirs and Standpipes (342)	0							0	24
Transmission and Distribution Mains (343)	941,027	1.30%	63,900					1,004,927	25
Services (345)	0							0	26
Meters (346)	0							0	27

Water Accumulated Provision for Depreciation - Plant Financed by Contributions

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
Hydrants (348)	170,061	2.00%	8,746					178,807	28
Other Transmission and Distribution Plant (349)	0							0	29
Total Transmission and Distribution Plant	1,111,088		72,646	0	0	0	0	1,183,734	30
GENERAL PLANT									31
Structures and Improvements (390)	0							0	32
Office Furniture and Equipment (391)	0							0	33
Computer Equipment (391.1)	0							0	34
Transportation Equipment (392)	0							0	35
Stores Equipment (393)	0							0	36
Tools, Shop and Garage Equipment (394)	0							0	37
Laboratory Equipment (395)	0							0	38
Power Operated Equipment (396)	0							0	39
Communication Equipment (397)	0							0	40
SCADA Equipment (397.1)	0							0	41
Miscellaneous Equipment (398)	0							0	42
Total General Plant	0		0	0	0	0	0	0	43
Total accum. prov. directly assignable	1,205,310		72,646	0	0	0	0	1,277,956	44
Common Utility Plant Allocated to Water Department	0							0	45
TOTAL ACCUM, PROV, FOR DEPRECIATION	1,205,310		72,646	0	0	0	0	1,277,956	46

Age of Water Mains

- If asset management, capital improvement, or other infrastructure-related documents are not available, the utility should consult other potential sources of information: the year the utility was formed, year of initial build-out area, year in which new developments, subdivisions, etc. were added. This information can be used to develop estimated figures.
- If pipe diameter value is between those offered in the column, choose the diameter that is closest to the actual value.
- Report all pipe larger than 72" in diameter in the 72" category.

Pipe Size (a)	Feet of Main										Total (l)		
	pre-1900 (b)	1901-1920 (c)	1920-1940 (d)	1941-1960 (e)	1961-1970 (f)	1971-1980 (g)	1981-1990 (h)	1991-2000 (i)	2001-2010 (j)	2011-2020 (k)			
0.625											0	1	
0.750											0	2	
1.000											0	3	
1.250											0	4	
1.500											0	5	
2.000											0	6	
3.000											0	7	
4.000											0	8	
6.000											0	9	
8.000											0	10	
10.000											0	11	
12.000											0	12	
14.000											0	13	
16.000											0	14	
18.000											0	15	
20.000											0	16	
24.000											0	17	
30.000											0	18	
36.000											0	19	
Total	0	0	0	0	0	0	0	0	0	0	0	0	20

If utility is unable to provide the detailed information above, utility must provide the following:
 All utility main is from this year range **1900 - 2015**
 (Example: 1954-1972)

Describe source of information used to develop data:
Sheboygan Water Utility records. This section will be completed in full in 2016 with the complete implementation of mapping software and training of staff.

Age of Water Mains

- If asset management, capital improvement, or other infrastructure-related documents are not available, the utility should consult other potential sources of information: the year the utility was formed, year of initial build-out area, year in which new developments, subdivisions, etc. were added. This information can be used to develop estimated figures.
- If pipe diameter value is between those offered in the column, choose the diameter that is closest to the actual value.
- Report all pipe larger than 72" in diameter in the 72" category.

Age of Water Mains (Page W-13)

General Footnote

This section will be completed in full in 2016 with the complete implementation of mapping software and training of staff.

Sources of Water Supply - Statistics

- For Raw Water Withdrawn, use metered volume of untreated water withdrawn from the source.
- For Finished Water Pumped, use metered volume of treated water entering the distribution network, adjusted for known meter errors.
- If Finished Water is not metered, use Raw Water Withdrawn and subtract estimated water used in treatment.

Month (a)	Sources of Water Supply (000's gal)						Total Gallons Entering Distribution System (h)	
	Raw Water Withdrawn		Finished Water Pumped		Purchased Water (Imported)			
	Ground Water (b)	Surface Water (c)	Ground Water (d)	Surface Water (e)	Ground Water (f)	Surface Water (g)		
January		342,873		339,205			339,205	1
February		322,771		319,025			319,025	2
March		377,824		374,032			374,032	3
April		346,105		342,619			342,619	4
May		390,173		384,650			384,650	5
June		420,263		412,857			412,857	6
July		452,754		444,285			444,285	7
August		450,537		443,844			443,844	8
September		423,581		415,151			415,151	9
October		427,051		420,125			420,125	10
November		332,260		325,771			325,771	11
December		306,800		303,214			303,214	12
TOTAL	0	4,592,992	0	4,524,778	0	0	4,524,778	13

Water Audit and Other Statistics

- Where possible, report actual metered values. If water uses are not metered, estimate values for each line based on best available information. For assistance, refer to AWWA M36 Manual – Water Audits and Loss Control Programs.
- For unbilled, unmetered gallons (line 16), include water used for system operation and maintenance and water used for non-regulated sewer utility.
- If gallons estimated due to theft, data, and billing errors is unknown, multiply net gallons entering distribution system (line 3) by .0025.

Description (a)	Value (b)
WATER AUDIT STATISTICS	
Finished Water pumped or purchased (000s)	4,524,778
Less: Gallons (000s) sold to wholesale customers (exported water)	715,284
Subtotal: Net gallons (000s) entering distribution system	3,809,494
Less: Gallons (000s) sold to retail customers - Billed Authorized Consumption	3,567,016
Gallons (000s) of Non-Revenue Water	242,478
Gallons (000s) of unbilled-metered (including customer use to prevent freezing)	0
Gallons (000s) of unbilled-unmetered (including unmetered flushing, fire protection)	6,000
Subtotal: Unbilled Authorized Consumption	6,000
Total Water Loss	236,478
Gallons (000s) estimated due to theft, data, and billing errors (default)	10
Gallons (000s) estimated due to customer meter under-registration	0
Subtotal Apparent Losses	10
Gallons (000s) estimated due to reported leakage (mains, services, hydrants, overflows)	4,710
Gallons (000s) estimated due to unreported and background leakage	231,758
Subtotal Real Losses (leakage)	236,468
Non-Revenue Water as percentage of net water supplied	6%
Total Water Loss as percentage of net water supplied	6%
OTHER STATISTICS	
Maximum gallons (000s) pumped by all methods in any one day during reporting year	17,259
Date of maximum	07/30/2015
Cause of maximum	
Demand/usage increase	
Minimum gallons (000s) pumped by all methods in any one day during reporting year	6,242
Date of minimum	12/25/2015
Total KWH used by the utility (including pumping, treatment facilities and other utility operations)	6,167,348
If water is purchased:	
Vendor Name	
Point of Delivery	
Source of purchased water	
Vendor Name (2)	
Point of Delivery (2)	
Source of purchased water (2)	
Vendor Name (3)	
Point of Delivery (3)	
Source of purchased water (3)	
Number of main breaks repaired this year	15
Number of service breaks repaired this year	40

Sources of Water Supply - Well Information

- Enter characteristics for each of the utility's functional wells (regardless of whether it is "in service" or not).
- Do not include abandoned wells on this schedule.
- All abandoned wells should be retired from the plant accounts and no longer listed in the utility's annual report.
- Abandoned wells should be permanently filled and sealed per Wisconsin Administrative codes Chapters NR811 and NR812.

--- THIS SCHEDULE NOT APPLICABLE TO THIS UTILITY ---

Sources of Water Supply - Intake Information

Description (a)	Distance From Shore (feet) (b)	Depth Below Surface (feet) (c)	Diameter (inches) (d)	
LAKE MICHIGAN 1	2,100	30	36	1
LAKE MICHIGAN 2	5,000	46	30	2
LAKE MICHIGAN 3	0	25	20 *	3

Sources of Water Supply - Intake Information

Sources of Water Supply - Intake Information (Page W-17)

General Footnote

Intake Pipe #3 is cracked and is no longer in service. An analysis of Intake Pipe #3 in 2015 revealed extensive wear and damage. During the inspection, it was determined that the pipe is beyond repair. It was retired on 12/31/2015.

Pumping & Power Equipment

Identification (a)	Location (b)	Pump				Pump Motor or Standby Engine				
		Primary Purpose (c)	Primary Destination (d)	Year Installed (e)	Type (f)	Actual Capacity (gpm) (g)	Year Installed (j)	Type (k)	Horse-power (l)	
EE #1	4200 COUNTY RD OK	Booster	Distribution	2008	Centrifugal	350	2008	Electric	20	1
ERIE #1	4024 ERIE AVE	Booster	Distribution	2007	Centrifugal	4,200	2007	Electric	200	2
ERIE #2	4024 ERIE AVE	Booster	Distribution	2007	Centrifugal	4,200	2007	Electric	200	3
ERIE #3	4024 ERIE AVE	Booster	Distribution	2007	Centrifugal	4,200	2007	Electric	200	4
ERIE GENERATOR	4024 ERIE AVE	Standby	Distribution	2007	Other	8,400	2007	Natural Gas	500	5
GEORGIA #1	2935 GEORGIA AVE	Booster	Distribution	1971	Vertical Turbine	1,040	1971	Electric	30	6
GEORGIA #2	2935 GEORGIA AVE	Booster	Distribution	1971	Vertical Turbine	1,040	1971	Electric	30	7
GEORGIA #3	2935 GEORGIA AVE	Booster	Distribution	1971	Vertical Turbine	1,040	1971	Electric	30	8
GEORGIA #4	2935 GEORGIA	Booster	Distribution	2000	Centrifugal	2,600	2008	Electric	100	9
GEORGIA #4 GAS	2935 GEORGIA AVE	Standby	Distribution	2000	Centrifugal	2,600	2000	Natural Gas	100	10
GEORGIA #5	2935 GEORGIA AVE	Booster	Distribution	2008	Centrifugal	5,000	2008	Electric	200	11
GEORGIA GENERATOR	2935 GEORGIA AVE	Standby	Distribution	1971	Other	2,080	1971	Natural Gas	290	12
HIGH LIFT #1	72A PARK AVE HIGH LIFT	Primary	Distribution	1990	Centrifugal	10,069	1990	Electric	700	13
HIGH LIFT #2	72A PARK AVE	Primary	Distribution	1937	Centrifugal	6,380	2005	Electric	400	14
HIGH LIFT #3	72A PARK AVE HIGH LIFT	Primary	Distribution	1951	Centrifugal	6,800	2013	Electric	350	15
HIGH LIFT #3 GAS	72A PARK AVE HIGH LIFT	Standby	Distribution	1951	Centrifugal	6,800	1990	Natural Gas	400	16
HIGH LIFT #4	72A PARK AVE HIGH LIFT	Primary	Distribution	1990	Centrifugal	10,069	2004	Electric	700	17
HIGH LIFT #4 GAS	72A PARK AVE	Standby	Distribution	1990	Centrifugal	10,069	1990	Natural Gas	700	18
HIGH LIFT #5	72A PARK AVE HIGH LIFT	Primary	Distribution	1972	Centrifugal	10,000	2003	Electric	700	19
LOW LIFT #6	72A PARK AVE LOW LIFT	Primary	Treatment	1980	Centrifugal	5,556	1992	Electric	150	20
LOW LIFT #7	72A PARK AVE LOW LIFT	Standby	Treatment	1931	Centrifugal	8,400	1991	Natural Gas	200	21
LOW LIFT #9	72A PARK AVE LOW LIFT	Primary	Treatment	1959	Centrifugal	9,000	2004	Electric	150	22
LOWLIFT #8	72A PARK AVE LOW LIFT	Primary	Treatment	1991	Centrifugal	13,200	1991	Electric	200	23

Pumping & Power Equipment

Identification (a)	Location (b)	Pump				Pump Motor or Standby Engine				
		Primary Purpose (c)	Primary Destination (d)	Year Installed (e)	Type (f)	Actual Capacity (gpm) (g)	Year Installed (j)	Type (k)	Horse-power (l)	
PLANT GENERATOR	72A PARK AVE	Standby	Treatment	1991	Other	9,000	1991	Natural Gas	245	24
WASH PUMP #10	72A PARK AVE WASH PUMP	Primary	Treatment	1959	Centrifugal	5,200	1959	Electric	100	25
WASH PUMP 2 #11	72A PARK AVE WASH PUMP	Standby	Treatment	2013	Centrifugal	8,000	2013	Electric	200	26
WILGUS #1	3169 WILGUS AVE	Booster	Distribution	1986	Centrifugal	250	1986	Electric	7	27
WILGUS #2	3169 WILGUS AVE	Booster	Distribution	1986	Centrifugal	650	2006	Electric	20	28
WILGUS #2 GAS	3169 WILGUS AVE	Standby	Distribution	1986	Centrifugal	650	2011	Natural Gas	30	29
WILGUS #3	3169 WILGUS AVE	Booster	Distribution	1986	Centrifugal	1,500	2011	Electric	60	30

Reservoirs, Standpipes and Elevated Tanks

- Enter elevation difference between highest water level in Standpipe or Elevated Tank, (or Reservoir only on an elevated site) and the water main where the connection to the storage begins branching into the distribution system.

Facility Name (a)	Facility ID Site Code (b)	Year Constructed (c)	Type (d)	Primary Material (e)	Elevation Difference in Feet (f)	Total Capacity In Gallons (g)	
EE TOWER	1	1989	Elevated Tank	Steel	146	500,000	1
ERIE - NORTH	4	2007	Reservoir	Concrete	60	3,000,000	2
ERIE - SOUTH	5	2007	Reservoir	Concrete	60	3,000,000	3
GEORGIA AVE STANDPIPE	2	1959	Standpipe	Steel	104	2,000,000	4
TAYLOR	3	1933	Elevated Tank	Steel	54	4,000,000	5

Water Treatment Plant

- Provide a generic description for (a). Do not give specific address of location.
- Please select all that apply for (d) and (e). If Other is selected please explain in Notes (h).
- Please identify the point of application for each treatment plant for (g). For example, please list each well or central treatment facility served by this unit.

Unit Description (a)	Year Constructed (b)	Rated Capacity (mgd) (c)	Disinfection (d)	Additional Treatment (e)	Fluoridated (f)	Point of Application (g)	Notes (h)
EE TOWER	1989	500000	<input type="checkbox"/> Ultraviolet Light <input checked="" type="checkbox"/> Liquid Chlorine <input type="checkbox"/> Gas Chlorine <input type="checkbox"/> Ozone <input type="checkbox"/> Other <input type="checkbox"/> None	<input type="checkbox"/> Flocculation/Sedimentation <input type="checkbox"/> Sand Filtration <input type="checkbox"/> Activated Carbon Filtration <input type="checkbox"/> Membrane Filtration <input type="checkbox"/> Iron Exchange <input type="checkbox"/> Iron/Manganese <input type="checkbox"/> Nutrient Removal <input type="checkbox"/> Radium Removal <input type="checkbox"/> Other	Yes	CENTRAL FACILITIES	1
TAYLOR	1933	4000000	<input type="checkbox"/> Ultraviolet Light <input checked="" type="checkbox"/> Liquid Chlorine <input type="checkbox"/> Gas Chlorine <input type="checkbox"/> Ozone <input type="checkbox"/> Other <input type="checkbox"/> None	<input type="checkbox"/> Flocculation/Sedimentation <input type="checkbox"/> Sand Filtration <input type="checkbox"/> Activated Carbon Filtration <input type="checkbox"/> Membrane Filtration <input type="checkbox"/> Iron Exchange <input type="checkbox"/> Iron/Manganese <input type="checkbox"/> Nutrient Removal <input type="checkbox"/> Radium Removal <input type="checkbox"/> Other	Yes	CENTRAL FACILITIES	2

Water Mains

- Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- Explain all reported adjustments as a schedule footnote.
- For main additions reported in column (e), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If the assessments are deferred, explain.
- Report all pipe larger than 72" in diameter in the 72" category.

Pipe Material (a)	Main Function (b)	Diameter (inches) (c)	Number of Feet			Adjustments Increase or (Decrease) (g)	End of Year (h)	
			First of Year (d)	Added During Year (e)	Retired During Year (f)			
Other Metal	Distribution	5/8	92				92	1
Other Metal	Distribution	3/4	214				214	2
Other Metal	Distribution	1	682				682	3
Other Metal	Distribution	1 1/4	683				683	4
Other Metal	Distribution	1 1/2	898				898	5
Other Plastic	Distribution	2	180				180	6
Other Metal	Distribution	3	187				187	7
Other Metal	Distribution	4	24,192		390		23,802	8
Other Metal	Distribution	6	470,838	91	2,226		468,703	9
Other Metal	Distribution	8	178,004	1,705	396		179,313	10
Other Metal	Distribution	10	42,521				42,521	11
Other Metal	Distribution	12	227,269	126	958		226,437	12
Other Metal	Distribution	14	5,567				5,567	13
Other Metal	Distribution	16	75,296	2,582			77,878	14
Other Metal	Distribution	18	3,247				3,247	15
Asbestos-Cement (Transite)	Transmission	20	10,681				10,681	16
Other Metal	Distribution	20	12,363	3,631			15,994	17
Other Metal	Distribution	24	6,532				6,532	18
Other Metal	Transmission	24	22,216				22,216	19
Other Metal	Transmission	30	11,217				11,217	20
Other Metal	Transmission	36	663				663	21
Total Within Municipality			1,093,542	8,135	3,970		1,097,707	22
Other Metal	Distribution	6	210				210	23
Other Metal	Distribution	8	6,001				6,001	24
Other Metal	Distribution	12	8,300				8,300	25
Other Metal	Distribution	16	4,353				4,353	26
Other Metal	Distribution	30	9,772				9,772	27
Other Metal	Transmission	30	1,000				1,000	28
Total Outside Municipality			29,636				29,636	29
Total Utility			1,123,178	8,135	3,970		1,127,343	30

Water Mains

- Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- Explain all reported adjustments as a schedule footnote.
- For main additions reported in column (e), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If the assessments are deferred, explain.
- Report all pipe larger than 72" in diameter in the 72" category.

Water Mains (Page W-21)

Added During Year total is greater than zero, please explain financing following the criteria listed in the schedule headnotes.

All water mains added during 2015 were financed by regular water revenues.

Water Service Laterals

- The utility's service lateral is the pipe from the main to and through the curb stop.
- Explain all reported adjustments as a schedule footnote.
- Report in column (h) the number of utility-owned service laterals included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- For service laterals added during the year in column (d), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If installed by a property owner or developer, explain the basis of recording the cost of the additions, the total amount and the number of service laterals recorded under this method.
 - If any were financed by application of Cz-1, provide the total amount recorded and the number of service laterals recorded under this method.
- Report service laterals separately by diameter and pipe materials.

- - - THIS SCHEDULE NOT APPLICABLE TO THIS UTILITY - - -

Water Service Laterals

- The utility's service lateral is the pipe from the main to and through the curb stop.
- Explain all reported adjustments as a schedule footnote.
- Report in column (h) the number of utility-owned service laterals included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- For service laterals added during the year in column (d), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If installed by a property owner or developer, explain the basis of recording the cost of the additions, the total amount and the number of service laterals recorded under this method.
 - If any were financed by application of Cz-1, provide the total amount recorded and the number of service laterals recorded under this method.
- Report service laterals separately by diameter and pipe materials.

Water Service Laterals (Page W-22)

General Footnote

All service laterals are owned by the property owner, not by the Sheboygan Water Utility.

Meters

- Include in Columns (b-f) meters in stock as well as those in service.
- Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- Totals by size in Column (f) should equal same size totals in Column (s).
- Explain all reported adjustments as schedule footnote.
- Do not include station meters in the meter inventory used to complete these tables.

Number of Utility-Owned Meters

Classification of All Meters at End of Year by Customers

Size of Meter (a)	First of Year (b)	Added During Year (c)	Retired During Year (d)	Adjust. Increase or Decrease (e)	End of Year (f)	Tested During Year (g)	Residential (h)	Commercial (i)	Industrial (j)	Public Authority (k)	Multifamily Residential (l)	Irrigation (m)	Wholesale (n)	Inter-Departmental (o)	Utility Use (p)	Deduct Meters (q)	In Stock (r)	Total (s)		
3/4	18,313	968	803	(77)	18,401	282	16,865	917	66	11	109						433	18,401	1	
1	351	25	25		351	27	54	205	31	24	30							7	351	2
1 1/2	217	59	59		217	58	6	95	16	30	70								217	3
2	214	55	54	(6)	209	54		76	38	41	54								209	4
3	77	13	28	(13)	49	43		20	9	10	9							1	49	5
4	35	7	6	(23)	13	13		3	6	2	2								13	6
6	9		1	1	9	9			7	1								1	9	7
8	2		0	1	3	3			3										3	8
10	2		0	(2)	0	0													0	9
Total	19,220	1,127	976	(119)	19,252	489	16,925	1,316	176	119	274						442	19,252	10	

Meters

- Include in Columns (b-f) meters in stock as well as those in service.
- Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- Totals by size in Column (f) should equal same size totals in Column (s).
- Explain all reported adjustments as schedule footnote.
- Do not include station meters in the meter inventory used to complete these tables.

1. Indicate your residential meter replacement schedule:

Meters tested once every 10 years and replaced as needed

All meters replaced within 20 years of installation

Other schedule as approved by PSC

2. Indicate the method(s) used to read customer meters

Manually - remote register

Manually - inside the premises

Radio Frequency - Drive or walk-by technology

Radio Frequency - fixed network or other automatic infrastructure (AMI)

Other

Meters

- Include in Columns (b-f) meters in stock as well as those in service.
- Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- Totals by size in Column (f) should equal same size totals in Column (s).
- Explain all reported adjustments as schedule footnote.
- Do not include station meters in the meter inventory used to complete these tables.

Meters (Page W-23)

Adjustments are nonzero for one or more meter sizes, please explain.

All adjustments are reclassifications made by the Utility to correct previously incorrect numbers.

Hydrants and Distribution System Valves

- Distinguish between fire and flushing hydrants by lead size.
 - Fire hydrants normally have a lead size of 6 inches or greater.
 - Record as a flushing hydrant where the lead size is less than 6 inches or if pressure is inadequate to provide fire flow.
- Explain all reported adjustments in the schedule footnotes.
- Report fire hydrants as within or outside the municipal boundaries.

Hydrant Type (a)	Number In Service First of Year (b)	Added During Year (c)	Removed During Year (d)	Adjustments Increase or (Decrease) (e)	Number In Service End of Year (f)	
Fire - Outside Municipality	41				41	1
Fire - Within Municipality	1,983	32	30		1,985	2
Total Fire Hydrants	2,024	32	30	0	2,026	3
Flushing Hydrants	0				0	4

NR810.13(2)(a) recommends that a schedule shall be adopted and followed for operating each system valve and hydrant at least once each two years. Please provide the number operated during the year.

Number of Hydrants operated during year	1,000
Number of Distribution System Valves end of year	3,156
Number of Distribution Valves operated during Year	800

List of All Station and Wholesale Meters

- Definition of Station Meter is any meter in service not used to measure customer consumption.
- Definition of Wholesale Meter is any meter used to measure sales to other utilities.
- Retail customer meters should not be included in this inventory.

Purpose (a)	Meter Size (inches) (b)	Location or Description (c)	Type (d)	Date of Last Meter Test (e)	
Station Meter	<= 2-inch	METER SHOP TEST BENCH	Turbine	01/25/2016	1
Station Meter	<= 2-inch	METER SHOP TEST BENCH2	Turbine	01/25/2016	2
Station Meter	6	METER SHOP TEST BENCH	Turbine	01/25/2016	3
Station Meter	>= 24-inch	HIGH LIFT	Magnetic	01/01/1900	* 4
Station Meter	>= 24-inch	HIGH LIFT2	Magnetic	01/01/1900	* 5
Station Meter	>= 24-inch	LOW LIFT	Magnetic	01/01/1900	* 6
Station Meter	>= 24-inch	LOW LIFT2	Magnetic	01/01/1900	* 7
Wholesale Meter	6	KOHLER SOUTH 3925 WASHINGTON	Turbine	04/29/2015	8
Wholesale Meter	10	KOHLER NORTH 3207 ERIE AVE	Magnetic	05/28/2015	9
Wholesale Meter	10	SHEBOYGAN FALLS 927 N TAYLOR	Turbine	05/28/2015	10

List of All Station and Wholesale Meters

- | |
|---|
| <ul style="list-style-type: none">• Definition of Station Meter is any meter in service not used to measure customer consumption.• Definition of Wholesale Meter is any meter used to measure sales to other utilities.• Retail customer meters should not be included in this inventory. |
|---|

List of All Station and Wholesale Meters (Page W-26)

General Footnote

The high and low lift meters are not testable and were not tested in 2015. These are being replaced in 2016 and will be testable.

Water Conservation Programs

- List all water conservation-related expenditures for the reporting year. Include administrative costs, customer outreach and education, other program costs, and payments for rebates and other customer incentives.
- If the Commission has approved conservation program expenses, these should be charged to Account 186. Otherwise, these expenses are reported in Account 906 on Schedule W-05 (Account 691 for class D utilities).

Item Description (a)	Expenditures (b)	Number of Rebates (c)	Water Savings Gallons (d)	
Administrative and General Expenses				1
Program Administration	0	0	0	2
Customer Outreach & Education	0	0	0	3
Other Program Costs	0	0	0	4
Total Administrative and General Expenses	0	0	0	5
Customer Incentives				6
Residential Toilets	0	0	0	7
Multifamily/Commercial Toilets	0	0	0	8
Faucets	0	0	0	9
Showerheads	0	0	0	10
Clothes Washers	0	0	0	11
Dishwashers	0	0	0	12
Smart Irrigation Controller	0	0	0	13
Commercial Pre-Rinse Spray Valves	0	0	0	14
Cost Sharing Projects (Nonresidential Customers)	0	0	0	15
Customer Water Audits	0	0	0	16
Other Incentives	0	0	0	17
Total Customer Incentives	0	0	0	18
TOTAL CONSERVATION	0	0	0	19

Water Customers Served

- List the number of customer accounts in each municipality for which your utility provides retail general service. Do not include wholesale customers or fire protection accounts.
- Per Wisconsin state statute, a city, village, town or sanitary district owning water plant or equipment may serve customers outside its corporate limits, including adjoining municipalities. For purposes of this schedule, customers located "Within Muni Boundary" refers to those located inside the jurisdiction that owns the water utility.

Municipality (a)	Customers End of Year (b)	
Sheboygan (City) **	18,797	1
Sheboygan (Town)	12	2
Total - Sheboygan County	18,809	3
Total - Customers Served	18,809	4
Total - Outside Muni Boundary	12	5
Total - Within Muni Boundary **	18,797	6

** = *Within municipal boundary*

II

R. O. No. _____ - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Certified Survey Map (surveyed for the City of Sheboygan) for N. 8th St. The owner is dedicating and the City is accepting land for public street purposes.

City Clerk

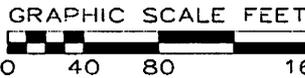
Consent

CERTIFIED SURVEY MAP No.

ALL OF LOTS 10-12, AND PART OF LOT 9, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF LOTS 1-6, ALL OF LOTS 10-12, AND PART OF LOTS 7-9, ALL IN BLOCK 129, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 129, AS VACATED BY ORDINANCE RECORDED IN V.940 OF RECORDS, P.218, AS DOC. #1090645, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO PART OF VACATED WISCONSIN AVENUE ADJACENT TO SAID BLOCKS 128 & 129, AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, ON P.120, AS DOC. #1095502, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO VACATED N. 8th STREET AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, P.122, AS DOC. #1095503, SHEBOYGAN COUNTY REGISTER OF DEEDS, LOCATED IN THE NE 1/4-SW 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



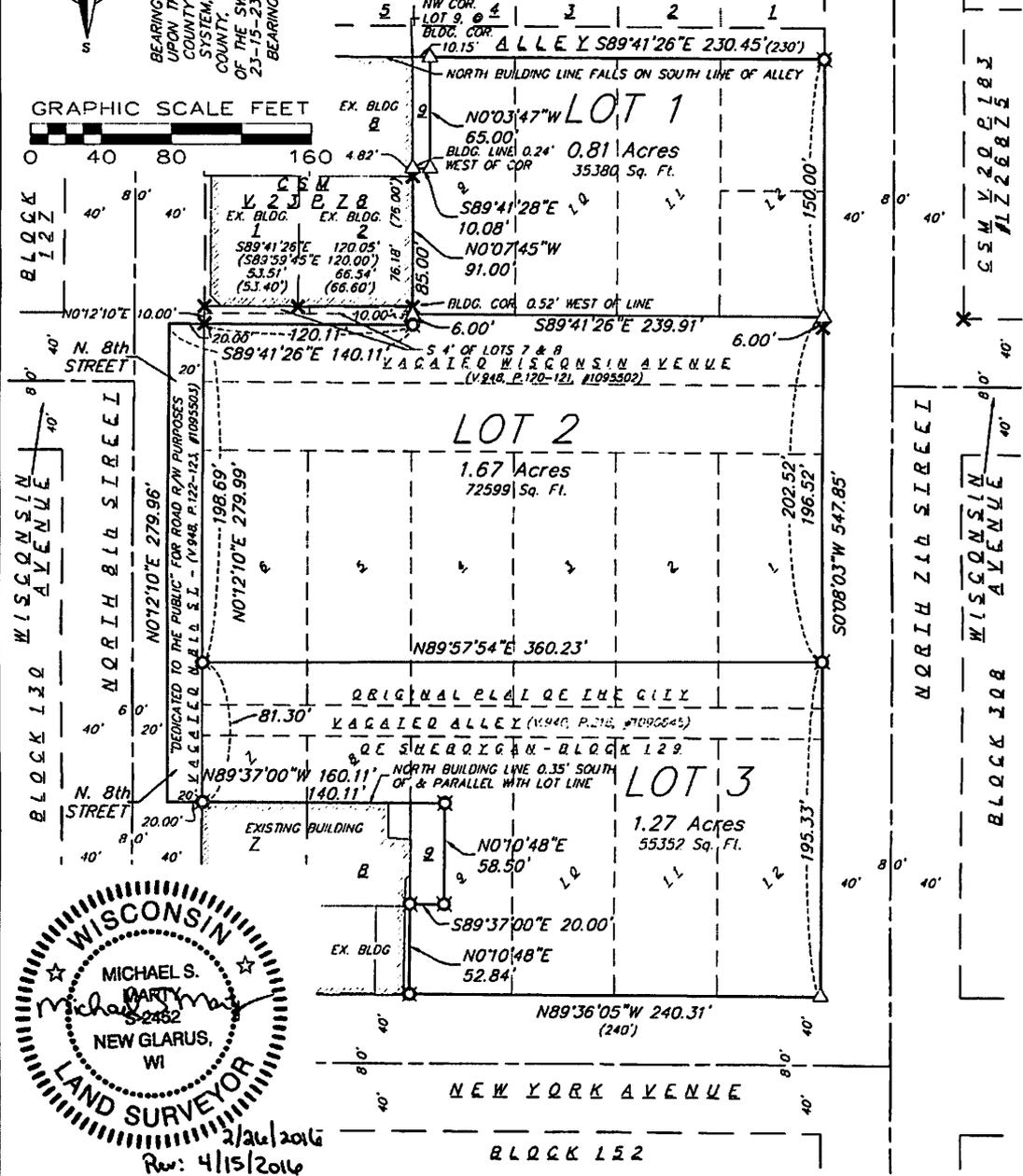
BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY, THE WEST LINE OF THE SW 1/4 OF SECTION 23-15-23 MEASURED, AS BEARING S00D11'11"W



NOTES:

1. See sheet 2 for legend, section tie detail, and additional notes.
2. See sheet 3 for detail of additional property irons found.
3. See sheet 4 for easements detail.

ORIGINAL PLAT OF THE CITY OF SHEBOYGAN - BLOCK 128



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vierbicher
planners | engineers | advisors

REEDSBURG - MADISON - PRARIE DU CHIEN
1991 Pioneer Drive, Suite 201 Madison Wisconsin 53717
Phone: (608) 824-0532 Fax: (608) 826-0530

FN: 150094	SURVEYED FOR:
DATE: 02/26/2016	Oakbrook Corporation
REV: 04/15/2016	attn: Michael Morey
Drafted By: MMAR	2 Science Drive
Checked By: MZIE	Madison, WI 53744

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

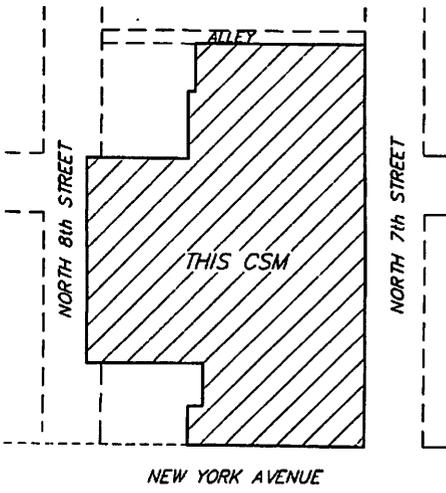
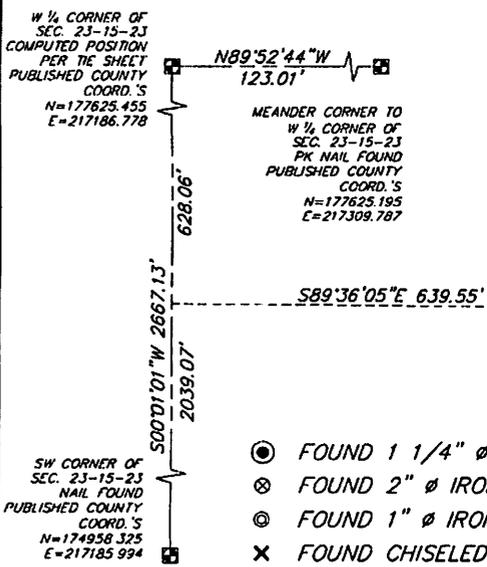
SHEET
1 OF 7

CERTIFIED SURVEY MAP No.

ALL OF LOTS 10-12, AND PART OF LOT 9, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF LOTS 1-6, ALL OF LOTS 10-12, AND PART OF LOTS 7-9, ALL IN BLOCK 129, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 129, AS VACATED BY ORDINANCE RECORDED IN V.940 OF RECORDS, P.218, AS DOC. #1090645, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO PART OF VACATED WISCONSIN AVENUE ADJACENT TO SAID BLOCKS 128 & 129, AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, ON P.120, AS DOC. #1095502, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO VACATED N. 8th STREET AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, P.122, AS DOC. #1095503, SHEBOYGAN COUNTY REGISTER OF DEEDS, LOCATED IN THE NE 1/4-SW 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



SECTION TIE DETAIL (NOT TO SCALE)



SURVEY LEGEND

- FOUND 1 1/4" Ø IRON ROD ✖ SET 3/4" x 18" SOLID IRON RE-ROD, WT. 1.50 lbs./ft. MIN.
- ⊗ FOUND 2" Ø IRON PIPE
- ⊙ FOUND 1" Ø IRON PIPE △ SET PKNAIL
- ✕ FOUND CHISELED CROSS () RECORDED AS INFORMATION
- ▲ FOUND PK NAIL

- NOTES:**
- Subject to Terms and Conditions of Redevelopment Plan -- Sheboygan Central City Renewal Project recorded in Volume 664 of Records, on Pages 639-662; as indexed by Affidavit recorded in Volume 682 of Records, on Pages 638-639; as modified by an Affidavit recorded in Volume 768 of Records, on Pages 591-594; and as further modified by an Ordinance recorded in Volume 953 of Records, on Pages 329,334.
 - Subject to Easement and Release as recorded in Volume 953 of Records, on Pages 821-824, as Document No. 1098798. (Storm Sewer Easement to City of Sheboygan shown on sheet 4 and is located on Lot 2 of this CSM. The second strip described in this document lies within lands "Dedicated to the Public" for Road R/W purposes and is therefore not shown.)
 - Subject to Driveway Restoration Agreement recorded in Volume 756 of Records, on Pages 320-321, as Document No. 986915. (Location of driveway access shown on sheet 4 and is located on Lot 3 of this CSM.)
 - Subject to Driveway Restoration Agreement recorded in Volume 930 of Records, on Pages 301-302. (Location of driveway access shown on sheet 4 and is located on Lot 2 of this CSM.)
 - Subject to Easement Agreement recorded in Volume 991 of Records, on Pages 549-550, as Document No. 1120175. (Gas Main Easement to Wisconsin Public Service Corporation, of Green Bay, Wisconsin, shown on sheet 4 and is located on Lot 3 of this CSM.)
 - Subject to Terms and Conditions of Easements recorded in Volume 946 of Records, on Pages 53-54, as Document No. 1094224. (Easement shown on sheet 4 and is located on Lot 1 of this CSM.)
 - Subject to Terms and Conditions of Easements recorded in Volume 946 of Records, on Pages 55-56, as Document No. 1094225. (Easement shown on sheet 4 and is located on Lot 1 of this CSM.)
 - Subject to Terms and Conditions of Easement Agreement recorded in Volume 956 of Records, on Pages 984-989, as Document No. 1100672. (Easement shown on sheet 4 and is located partially on lands "Dedicated to the Public" for Road R/W purposes and partially on Lot 2 of this CSM.)
 - Subject to Easement Underground Electric to Wisconsin Power and Light Company, as recorded in Document No. 2006992. (Easement shown on sheet 4 and is located on Lot 3 of this CSM.)
- 18 Apr 2016 - 1:44p M:\Oakbrook Corp\150094_Sheboygan Harbor Centre\CADD\150094_CSM.dwg by:mmar



2/26/2016
Rev: 4/15/2016

vierbicher
planners | engineers | advisors
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111 Taylor Drive, Suite 201 Madison, Wisconsin 53711
Phone: (608) 824-0332 Fax: (608) 824-0530

FN: 150094
DATE: 02/26/2016
REV: 04/15/2016
Drafted By: MMAR
Checked By: MZIE

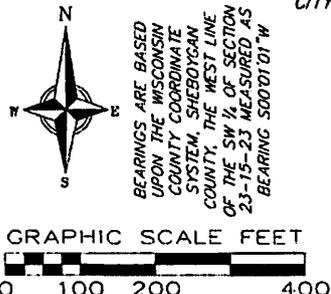
SURVEYED FOR:
Oakbrook Corporation
attn: Michael Marty
2 Science Drive
Madison, WI 53744

C.S.M. No. _____
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Vol. _____ Page _____

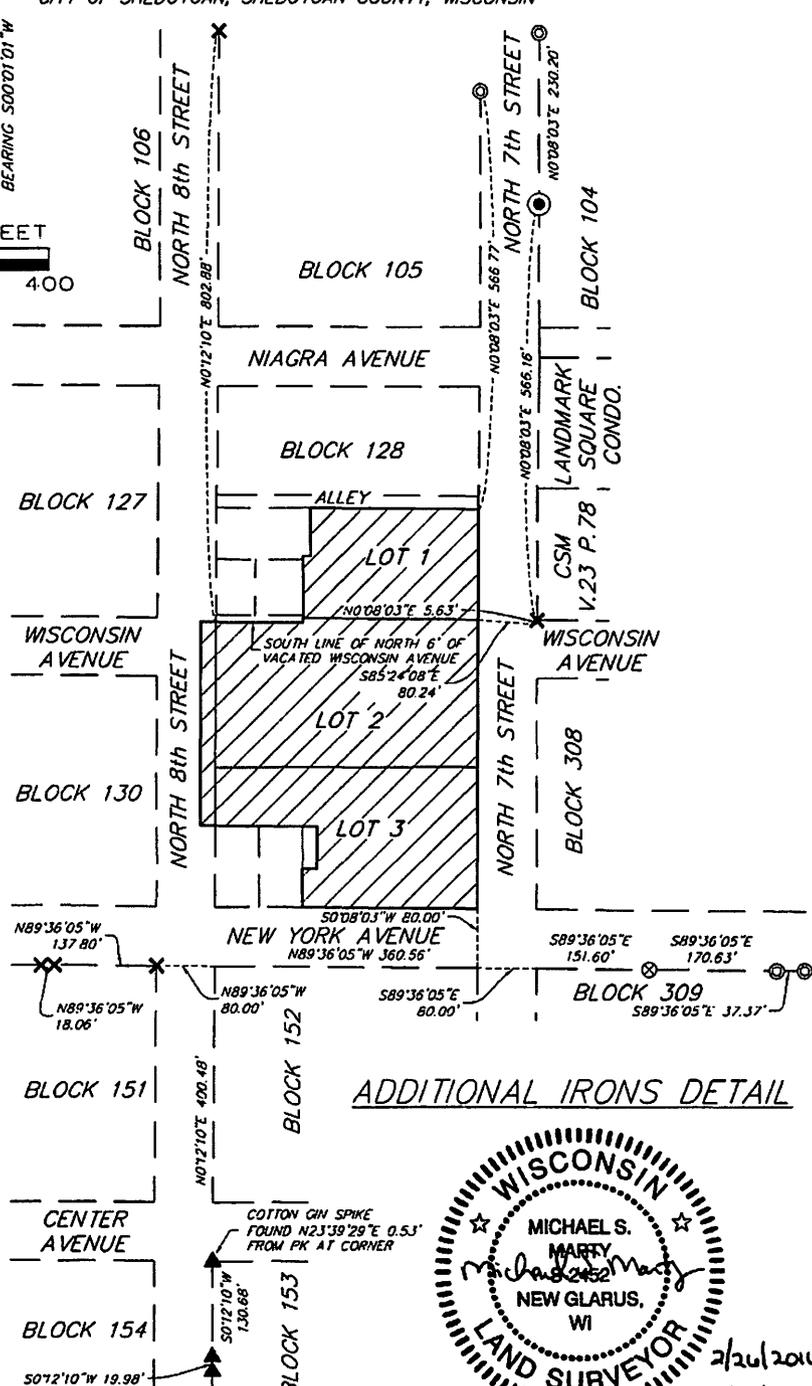
SHEET
2 OF 7

CERTIFIED SURVEY MAP No.

ALL OF LOTS 10-12, AND PART OF LOT 9, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF LOTS 1-6, ALL OF LOTS 10-12, AND PART OF LOTS 7-9, ALL IN BLOCK 129, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 129, AS VACATED BY ORDINANCE RECORDED IN V.940 OF RECORDS, P.218, AS DOC. #1090645, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO PART OF VACATED WISCONSIN AVENUE ADJACENT TO SAID BLOCKS 128 & 129, AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, ON P.120, AS DOC. #1095502, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO VACATED N. 8th STREET AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, P.122, AS DOC. #1095503, SHEBOYGAN COUNTY REGISTER OF DEEDS, LOCATED IN THE NE 1/4-SW 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY, THE WEST LINE OF THE SW 1/4 OF SECTION 23-15-23 MEASURED AS BEARING S00°01'01" W



ADDITIONAL IRONS DETAIL

WISCONSIN
 MICHAEL S. MARTY
Michael S. Marty
 NEW GLARUS, WI
 LAND SURVEYOR
 2/26/2016
 Rev. 4/15/2016

18 Apr 2016 - 1:31p M:\Oakbrook Corp\150074_Sheboygan Harbor Centre\CADD\150074_CSM.dwg by: mmcr

vierbicher
 planners | engineers | advisors
 REEDSBURG - MADISON - PRAIRIE DU CHIEN
 999 Fournier Drive, Suite 301 Madison, Wisconsin 53717
 Phone: (608) 824-0532 Fax: (608) 824-0530

FN: 150094
 DATE: 02/26/2016
 REV: 04/15/2016
 Drafted By: MMAR
 Checked By: MZIE

SURVEYED FOR:
 Oakbrook Corporation
 attn: Michael Morey
 2 Science Drive
 Madison, WI 53744

C.S.M. No. _____
 Doc. No. _____
 Vol. _____ Page _____

SHEET
 3 OF 7

CERTIFIED SURVEY MAP No.

ALL OF LOTS 10-12, AND PART OF LOT 9, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF LOTS 1-6, ALL OF LOTS 10-12, AND PART OF LOTS 7-9, ALL IN BLOCK 129, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 129, AS VACATED BY ORDINANCE RECORDED IN V.940 OF RECORDS, P.218, AS DOC. #1090645, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO PART OF VACATED WISCONSIN AVENUE ADJACENT TO SAID BLOCKS 128 & 129, AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, ON P.120, AS DOC. #1095502, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO VACATED N. 8th STREET AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, P.122, AS DOC. #1095503, SHEBOYGAN COUNTY REGISTER OF DEEDS, LOCATED IN THE NE 1/4-SW 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY, THE WEST LINE OF THE SW 1/4 OF SECTION 23-15-23 MEASURED AS BEARING S00°01'01"W

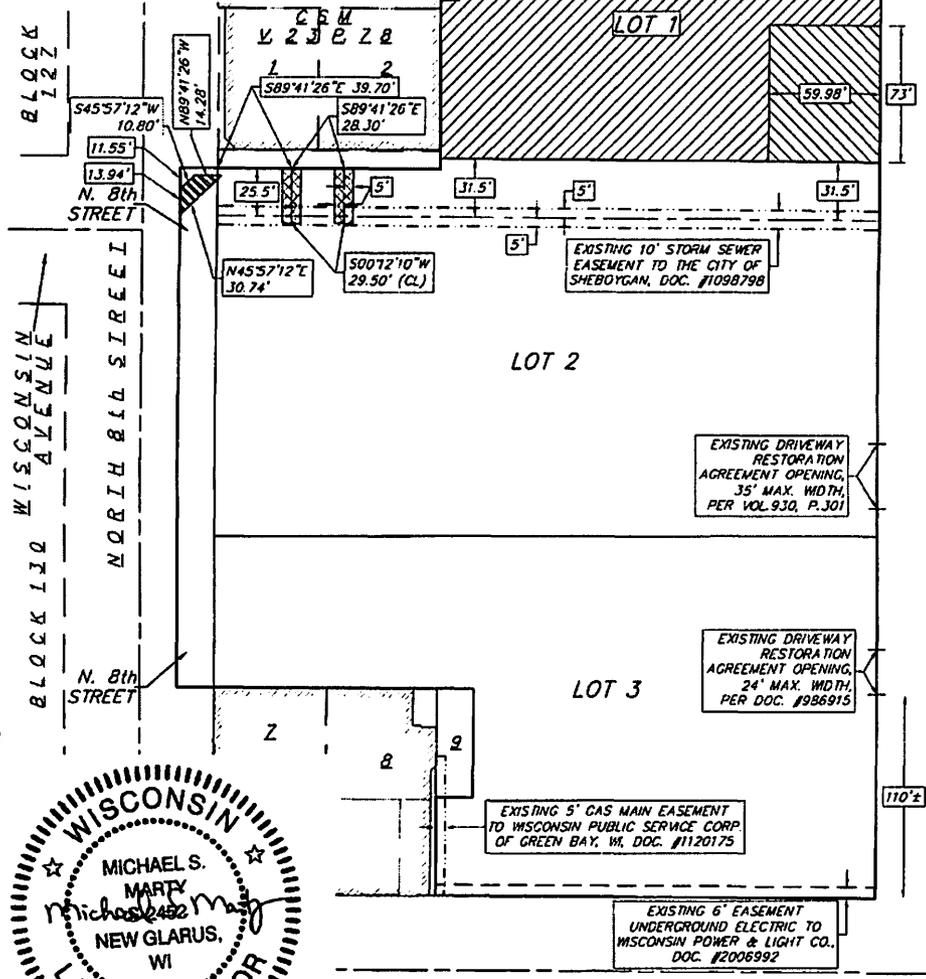
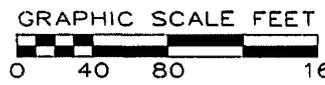
EXISTING BLANKET EASEMENT FOR INGRESS/EGRESS PURPOSES, V.946, P.53-54, #1094224

EXISTING BLANKET EASEMENT FOR INGRESS/EGRESS PURPOSES, V.946, P.55-56, #1094225

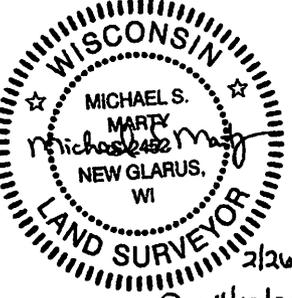
EXISTING 10' WIDE STORM SEWER EASEMENT FOR THE BENEFIT OF LOTS 7 & 8, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, V.956, 9.984-989, #1100672

EXISTING 10' WIDE SANITARY & WATER LATERAL EASEMENT FOR THE BENEFIT OF LOTS 7 & 8, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, V.956, 9.984-989, #1100672

ORIGINAL PLAT OF THE CITY OF SHEBOYGAN - BLOCK 128



18 Apr 2016 - 1:32p M:\Oakbrook Corp\150094_Sheboygan Harbor Centre\CAADD\150094_CSM.dwg by: mmar



Rev: 4/15/2016
2/26/2016

vierbicher planners engineers advisors REEDSBURG - MADISON - PRASKE DU CHEN 999 Fouries Drive, Suite 201 Madison, Wisconsin 53717 Phone: (608) 826-0532 Fax: (608) 826-0530		FN: 150094 DATE: 02/26/2016 REV: 04/15/2016 Drafted By: MMAR Checked By: MZIE	SURVEYED FOR: Oakbrook Corporation attn: Michael Morey 2 Science Drive Madison, WI 53744	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 4 OF 7

CERTIFIED SURVEY MAP No.

ALL OF LOTS 10-12, AND PART OF LOT 9, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF LOTS 1-6, ALL OF LOTS 10-12, AND PART OF LOTS 7-9, ALL IN BLOCK 129, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 129, AS VACATED BY ORDINANCE RECORDED IN V.940 OF RECORDS, P.218, AS DOC. #1090645, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO PART OF VACATED WISCONSIN AVENUE ADJACENT TO SAID BLOCKS 128 & 129, AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, ON P.120, AS DOC. #1095502, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO VACATED N. 8th STREET AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, P.122, AS DOC. #1095503, SHEBOYGAN COUNTY REGISTER OF DEEDS, LOCATED IN THE NE 1/4-SW 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Michael S. Marty, Professional Land Surveyor No. 2452, hereby certify: That in full compliance with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision regulations of the City of Sheboygan, and under the direction of the City of Sheboygan, owner of said land, I have surveyed, divided and mapped this Certified Survey Map; that such Certified Survey Map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is described as all of Lots 10-12, and part of Lot 9, Block 128, Original Plat of the City of Sheboygan, also all of Lots 1-6, all of Lots 10-12, and part of Lots 7-9, all in Block 129, Original Plat of the City of Sheboygan, also all of the vacated alley lying within said Block 129, as vacated by Ordinance recorded in Volume 940 of Records, on Page 218, as Document No. 1090645, also part of vacated Wisconsin Avenue adjacent to said Blocks 128 & 129, as vacated by Ordinance recorded in Volume 948 of Records, on Pages 120-121, as Document No. 1095502, Sheboygan County Register of Deeds, also that part of vacated N. 8th Street as vacated by Ordinance recorded in Volume 948 of Records, on Pages 122-123, as Document No. 1095503, Sheboygan County Register of Deeds, located in the NE 1/4 - SW 1/4 of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Meander corner for the West 1/4 corner of said Section 23; thence N89°52'44"W to the true corner; thence S00°01'01"W along the West line of the SW 1/4 of said Section 23, 628.06 feet; thence S89°36'05"E, to the Southwest corner of said Lot 9 of Block 129 and the point of beginning. thence N00°10'48"E along the West line of said Lot 9, 52.84 feet; thence S89°37'00"E, 20.00 feet to the East line of the West 20.00 feet of said Lot 9; thence N00°10'48"E along said East line of the West 20.00 feet of said Lot 9, 58.50 feet; thence N89°37'00"W, 160.00 feet to the Southwest corner of said vacated N. 8th Street; thence N00°12'10"E along the West line of said vacated N. 8th Street, 279.96 feet, to the Northwest corner thereof, said point also lying on the westerly extension of the northerly line of the South 74 feet of said vacated Wisconsin Avenue; thence S89°41'26"E along said northerly line and its westerly extension thereof, 140.11 feet to a point of intersection with the southerly extension of the West line of said Lot 9, Block 128; thence N00°07'45"W along said West line of Lot 9, 91.00 feet to a point of intersection with the South line of the North 65 feet of said Lot 9; thence S89°41'28"E along said South line, 10.08 feet to the Southwest corner of the East 50 feet of the North 65 feet of said Lot 9; thence N00°03'47"W along the West line of the East 50 feet of the North 65 feet of said Lot 9, to the North line of said Lot 9; thence S89°41'26"E along said North line and the north line of Lots 10, 11, and 12 of said Block 128, 230.45 feet to the West right-of-way line of North 7th Street; thence S00°08'03"W along said West right-of-way line, 547.85 feet to a point of intersection with the North right-of-way line of New York Avenue; thence N89°36'05"W along said North right-of-way line, 240.31 feet to the point of beginning. Said description contains 168,931 square feet or 3.878 acres more or less.

Vierbicher Associates, Inc.
By: Michael S. Marty, P.L.S. No. 2452

Dated this 26th day of February, 2016.

Rev. 4/15/2016

Signed: Michael S. Marty
Vierbicher Associates, Inc.
Michael S. Marty, P.L.S. No. 2452



18 Apr 2016 - 1:32p M:\Oakbrook Corp\150094_Sheboygan Harbor Centre\CADD\150094_CSM.dwg by: mmar

<p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">REEDSBURG - MADISON - PRAIRIE DU CHIEN 999 Taylor Drive, Suite 201 Madison, Wisconsin 53717 Phone: (608) 826-0332 Fax: (608) 826-0330</p>		FN: 150094 DATE: 02/26/2016 REV: 04/15/2016 Drafted By: MMAP Checked By: MZIE	SURVEYED FOR: Oakbrook Corporation Attn: Michael Marey 2 Science Drive Madison, WI 53744	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	<p style="font-size: large; font-weight: bold;">SHEET</p> <p style="font-size: large; font-weight: bold;">5 OF 7</p>
		REEDSBURG - MADISON - PRAIRIE DU CHIEN 999 Taylor Drive, Suite 201 Madison, Wisconsin 53717 Phone: (608) 826-0332 Fax: (608) 826-0330			

CERTIFIED SURVEY MAP No.

ALL OF LOTS 10-12, AND PART OF LOT 9, BLOCK 128, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF LOTS 1-6, ALL OF LOTS 10-12, AND PART OF LOTS 7-9, ALL IN BLOCK 129, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALSO ALL OF THE VACATED ALLEY LYING WITHIN SAID BLOCK 129, AS VACATED BY ORDINANCE RECORDED IN V.940 OF RECORDS, P.218, AS DOC. #1090645, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO PART OF VACATED WISCONSIN AVENUE ADJACENT TO SAID BLOCKS 128 & 129, AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, ON P.120, AS DOC. #1095502, SHEBOYGAN COUNTY REGISTER OF DEEDS, ALSO VACATED N. 8th STREET AS VACATED BY ORDINANCE RECORDED IN V.948 OF RECORDS, P.122, AS DOC. #1095503, SHEBOYGAN COUNTY REGISTER OF DEEDS, LOCATED IN THE NE 1/4-SW 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

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 _____, 201____; 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 _____, 201____.

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

Signed: _____
 Susan Richards, City Clerk, City of Sheboygan
 Sheboygan County, Wisconsin



2/26/2016
 Rev. 4/15/2016

REGISTER OF DEEDS CERTIFICATE:

Received for recording on this _____ day of _____, 201____, at _____ o'clock ____m., and recorded in Volume _____ of Certified Survey Maps on pages _____ as Document Number _____.

 Ellen Schleicher, Sheboygan County Register of Deeds

18 Apr 2016 - 1:33p M:\Oakbrook Corp\150094_Sheboygan Harbor Centre\CADD\150094_CSM.dwg by: mmr

vierbicher
 planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
 999 Foster Drive, Suite 201 Madison, Wisconsin 53717
 Phone: (608) 824-0532 Fax: (608) 824-0530

FN: 150094
 DATE: 02/26/2016
 REV: 04/15/2016
 Drafted By: MMAR
 Checked By: MZIE

SURVEYED FOR:
 Oakbrook Corporation
 attn: Michael Korey
 2 Science Drive
 Madison, WI 53744

C.S.M. No. _____
 Doc. No. _____
 Vol. _____ Page _____

**SHEET
 7 OF 7**

VII

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. May 2, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 341-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following licenses be granted with various caveats:

CHANGE OF AGENT

Kwik Trip #361 located at 1618 Calumet Dr. is changing agent from Sarah Rosenthal to Jessica Christel effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2273	Braveheart Pub	2120 Calumet Dr. - three-day events to be held 5/13/16 to 5/15/16; 6/24/16 to 6/26/16; 7/1/16 to 7/3/16 & 9/2/16 to 9/4/16 to include the current premise and the south parking lot area.
1337	Sheboygan Elks Lodge	1343 Erie Ave. - events to be held 7/15/16 and 8/20/16 to 8/21/16 to include current premise and from the bldg. south to the property line of Georgia Pacific and east and west parking lots.

CLASS "A" BEER LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3192	Harbor Centre Marina I	821 Broughton Dr.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	2829 N. 15 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*1163	Albert, Sarah M.	1612 N. 8 th St., #A

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

Consent

1153 Brunner, Katlyn M.	536 Denison Circle, Sheb. Falls
2815 Garnder, Tammy R.	1903 N. 20 th St.
1137 Gomez, Lizbeth	2219 S. 14 th St.
1129 Haas, Devin J.	1421 Colorado Ct.
1143 Hartley, Christopher J.	4020 N. 29 th St.
0178 Harvey, Derek J.	1038 Wilson Ave.
3028 Hedrikse, Cathy A.	1416 Logan Ave.
*1339 Ibanez, Jonny Aurora	3637 S. 12 th St., #5

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

9447 Niedfeldt, Shanna L.	625 E. Main St., Plymouth
9065 Rejholec, Derek L.	2225 Terrace View Dr., 1D
1157 Richards, Melanie S.	28 Pawnee Pkwy.
1184 Rowden, Louis E.	1601 Michigan Ave.
1146 Trepanier, Teresa M.	1619 N. 5 th St.
1154 Usitalo, Cheryl L.	315 Lincoln Ave., Cleveland
1159 Vassar, Cassie C.	W3123 Cty Rd. K, Random Lake

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1149	Stewart, Harvey L.	1416 Illinois Ave.

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VI

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. May 2, 2016.

Your Committee to whom was referred R. C. No. 374-15-16 by Law and Licensing and R. O. No. 324-15-16 by the City Clerk submitting a communication from Paul and Lisa Roberts, owners of Anglers Avenue Pub & Grill to propose an expansion of operations on a seasonal basis to include a vacant (.1 acre) lot adjacent to Anglers Avenue; recommends that the document be placed on file as they are handling this in a different way.

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

VI

6.11

R. C. No. 374- 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred R. O. No. 324-15-16 by the City Clerk submitting a communication from Paul and Lisa Roberts, owners of Anglers Avenue Pub & Grill to propose an expansion of operations on a seasonal basis to include a vacant (.1 acre) lot adjacent to Anglers Avenue; recommends that the document be referred to Law and Licensing of the new Council.

*Refer to Law & Lic. of new Council
File communication as they are handling this in a different way.*

Juan J. [Signature]

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

9.2

R. O. No. 324 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting a communication from Paul and Lisa Roberts, owners of Anglers Avenue Pub & Grill, 518 S. Pier Dr., to propose an expansion of operations on a seasonal basis to include a vacant (.1 acre) lot adjacent to Anglers Avenue.

~~Law & L~~
refer to Law & L
of new Council

City Clerk

4.9



458

To: Sheboygan Common Council
From: Anglers Avenue, Paul & Lisa Roberts
Re: Right-of –way request

Anglers Avenue Pub & Grill, located at 518 S. Pier Dr. is proposing an expansion of operations on a seasonal basis to include a vacant (.1 acre) lot adjacent to Anglers Avenue. We have been in business for 4 years and currently employ approximately 22 workers. If approved, this project would provide an outside venue for groups of up to 50 people for events such as family reunions, birthday parties, etc. Live entertainment would also be considered as needed for major events in the future.

Anglers Avenue requests to build a temporary/removable walkway-bridge from the existing east patio to the .1 acre lot adjacent to Anglers Avenue for the purpose of developing a Tiki Bar atmosphere to be use approximately mid May through mid October.

We have consulted with an architect and upon approval of the right-of-way, we will then present a site plan for City approval. Following approval of the plan we will enter into an agreement to lease .1 acre parcel from the City.

A time table for the project will be developed following City approval as we move forward.

Thank you in advance for your consideration regarding this matter.

Paul & Lisa Roberts

VI

6.12

R. C. No. 375 - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred R. O. No. 311-15-16 by the City Clerk, submitting license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the remainder of the applicants (call-ins) on this Report of Officer be referred to the Law and Licensing of the new Council.

*Refer to
L & L of new Council
5/2/16 - deny Horney, Dewitt,
Horney, grant Heyman & Board & Bruch*

Susan J. Spgaard
Rosalind Justice

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. 311 - 15 - 16. By CITY CLERK. March 21, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

Law & Lic.
4/6/16 - part all lic except hold Board of Brush Creative Studio, Howsey, Delwitt, Gomez, Heyman
4/18/16 - hold Bd of Brush, Howsey, Delwitt, Gomez, Heyman (refer to R.O. of new Council)

City Clerk

CHANGE OF PREMISE

No. Name

Address

1089 Daves Whos Inn

835 Indiana Ave. - one-day events to be Held 6/8/16; 6/15/16; 6/22/16; 6/29/16; 7/6/16; 7/13/16; 7/20/16; 7/27/16; 8/3/16; 8/10/16; 8/17/16; 8/24/16 & 8/31/16 to include current premise and ramp west of bldg./south parking lot & west parking lot for car show.

3056 Gotta Getcha In Oasis

840 Wilson Ave. - one-day event to be held 4/30/16 to include current premise and back parking lot, entrance door on east side of bar and back door.

3001 Ranieris Four of A Kind

811 Indiana Ave. - one-day events to be Held 6/8/16; 6/15/16; 6/22/16; 6/29/16; 7/6/16; 7/13/16; 7/20/16; 7/27/16; 8/3/16; 8/10/16; 8/17/16; 8/24/16 & 8/31/16 to include current premise & include the parking area to the south, east & west of the building for the car shows.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

No. Name

Address

3184 Board & Brush Creative Studio 528 N. 8th St.

SIDEWALK CAFE LICENSE (April 14, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	1015 S. 10 th St.
2487	Frankies Pub & Grill	2218 Indiana Ave.
3129	Greece E Spoon	1217 N. 8 th St.
2427	Urbane	1231 N. 8 th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1054	Arneson, Jimmel R.	3318 N. 11 th St.
7290	Bruinooge, Tarri L.	3404 N. 8 th St.
1379	Gilbert, Robert E.	607 N. 27 th St.
1058	Housey, Tayna J.	2225 S. 12 th St.
1059	Lewis, Savannah M.	1229 S. 7 th St.
1028	Low, Kourtney C.	2318 Park Pl., #A
1808	Markham, Kevin	1535 N. 24 th St.
1045	Marks, Christina M.	1429 S. 17 th St.
1042	Owen, James R.	1121 N. 5 th St.

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0465	Dewitt, Curtis W.	926 St. Clair Ave.
1032	Gomez, Fernando	2219 S. 14 th St.
7782	Heyman, Benjamin F.	1133 Pershing Ave.
4978	Hunt, Denise L.	2213 N. 20 th St.

VI

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. May 2, 2016.

Your Committee to whom was referred R. C. No. 376-15-16 by Law and Licensing and R. O. No. 323-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following license be granted with a caveat:

"CLASS A" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
------------	-------------	----------------

*3187	Sheboygan Liquor Depot	810 N. 14 th St.
-------	------------------------	-----------------------------

***grant contingent upon having keyed locks on both sides of the inner door adjoining the two separate businesses, with only the owner and/or employees having access to the key to said inner door.**

Consent

	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

6.13

R. C. No. 376 - 15 - 16. By LAW AND LICENSING. April 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 323-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the remaining application on R. O. No. 323-15-16 be referred to Law and Licensing of the new Council.

*Refer to
Law & Lic of new
Council.*

Susan J. Gussard
Ravena Suester

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

9.1

R. O. No. 323 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

Law & Kic
4/18/16 - grant all licenses except hold Sheb. Liquor Depot (refer to Dept of new Council)

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennans on Michigan	1101 Michigan Ave. - two-day event to be held 5/7/16 to 5/8/16 to include the parking lot west and south of Bldg.
1890	Suscha's Super Bar	1054 Pennsylvania Ave. - one-day event to be held 5/7/16 to include current premise and the entire parking lot north & east of the building.

"CLASS A" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3187	Sheboygan Liquor Depot	810 N. 14 th St.

CLASS "A" BEER LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	Shopko Stores Operating Co., LLC	518 Taylor Dr.

CLASS A LIQUOR (CIDER ONLY) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	Shopko Stores Operating Co., LLC	518 Taylor Dr.

"CLASS B" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha Bar	1054 Pennsylvania Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1102	Anderson, Dawn M.	2014 Lake Aire Dr.
9920	Brickson, Stephan J.	3232 S. 11 th St.
1336	Grauer, Walter J.	3416 N. 7 th St.
6112	Guenther, Brett L.	816 Logan Ave.
1069	Head, Amanda J.	1713 N. 11 th St.
1103	Hilpert, Eric T.	1314 N. 12 th St.
5338	Kirsch, Valerie A.	2221 N. 15 th St.
1111	Mendez, Samantha L.	1003 Falls Park Dr., #14
7569	Pyne, Rachel L.	5902 Cart Path Rd.
1072	Rietbrock, Jennifer L.	W4412 Cty Rd., EH, Elkhart Lake
1125	Salaz, Brook L.	921 Erie Ave.
1119	Schaefer, Dane M.	3728 S. 13 th St.
5002	Shembeda, Linda L.	W4161 Main Rd., Plymouth
1075	Strean, Stephanie M.	4136 N. Field Dr.
1113	Vrubley, Daniel C.	247 S. 6 th St., Cedar Grove
1087	Wagaman, Leah M.	516 Forest Blvd., Sheb. Falls

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1535	Hou-Seye, Job E.	715 n. 14 th St.

VI

R. C. No. _____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. May 2, 2016.

Your Committee to whom was referred R. O. No. 342-15-16 by the Chief of Police submitting his quarterly report showing the activities of the department for the period commencing 1/1/16 and ending 3/31/16; recommends that the documents be accepted and placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.5

R. O. No. 342 - 15 - 16. By CHIEF OF POLICE. April 18, 2016.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing January 1, 2016 and ending March 31, 2016.

Part I Crimes	January		February		March		2016 TOTAL 1st QTR Actual Offenses	2015 TOTAL 1st QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	0	0	0	1	4	2	4	3
Robbery	1	0	1	0	0	1	2	4
Aggravated Assault	8	10	12	14	5	5	25	22
Burglary	5	2	8	5	4	3	17	17
Theft	49	25	52	24	70	42	171	167
Vehicle Theft	5	2	3	4	6	7	14	7
Arson	0	0	0	0	1	0	1	0
Total Part I Crimes	68	39	76	48	90	60	234	220
Total Current Actual Offenses	234		Total Current Cleared		147			
Same Quarter Last Year	220		Same Quarter Last Year		125			

PP & S of
New Council
Ac & Fee

Traffic Arrests	
January	196
February	213
March	185
Current Quarter	594
Same Quarter Last Year	529

Other Arrests	
January	293
February	309
March	299
Current Quarter	901
Same Quarter Last Year	874

Accidents Investigations	
Current Quarter	485
Same Quarter Last Year	429

Total Arrests	
Current Quarter	1495
Same Quarter Last Year	1403

Property	Jan	Feb	Mar	Current Quarter	Same Quarter Last Year
Value Property Stolen	31,814	19,020	26,314	77,148	66,812
Value Property Recovered	15,161	16,304	20,163	51,628	30,780
Percent Recovered	48	86	77	67	46

Chief of Police Christopher D. Domagalski

II

R. O. No. - 16 - 17. By CITY PLAN COMMISSION. May 2, 2016.

Your Commission to whom was referred Gen. Ord. No. 53-15-16 by Alderperson Kath & Thiel amending the City of Sheboygan Comprehensive Plan Future Land Use Maps to change the Land Use Classification of properties located at 1413 Erie Ave and 1416 Ontario Ave from Neighborhood Preservation to Community Mixed Use; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 12, 2016, and after due consideration, recommends approval of the General Ordinance.

1
Acc + File
Ord pass.

~~II~~

Other Matters

9.5

Gen. Ord. No. 53- 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of properties located at 1413 Erie Ave. and 1416 Ontario Ave. from Neighborhood Preservation to Community Mixed Use.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and the Use Classifications of the following described lands from Neighborhood Preservation to Community Mixed Use:

Properties located at 1413 Erie Ave. and 1416 Ontario Ave.:

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH 45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES

City Plan

10

10

10



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.

Julie Kath
Billy H. [Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO COMMUNITY MIXED USE

SECTION 22, T. 15 N., R. 23 E.

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH 45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES



II

R. O. No. - 16 - 17. By CITY PLAN COMMISSION. May 2, 2016.

Your Commission to whom was referred Gen. Ord. No. 52-15-16 by Alderperson Kath & Thiel and RO 321-15-16 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1413 Eire Ave and 1416 Ontario Ave from Class NR Neighborhood Residential to Class UC Urban Commercial Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 12, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

1
Acc & file
Ord pass.

~~IX~~

Other Matters

9.8

Gen. Ord. No. 52 - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1413 Erie Ave. and 1416 Ontario Ave. from NR Neighborhood Residential to UC Urban Commercial Classification.

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

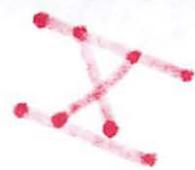
Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UC Urban Commercial to UI Urban Industrial Classification:

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH 45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES

City Plan

2.8



198

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.

Julie Kath
[Signature]

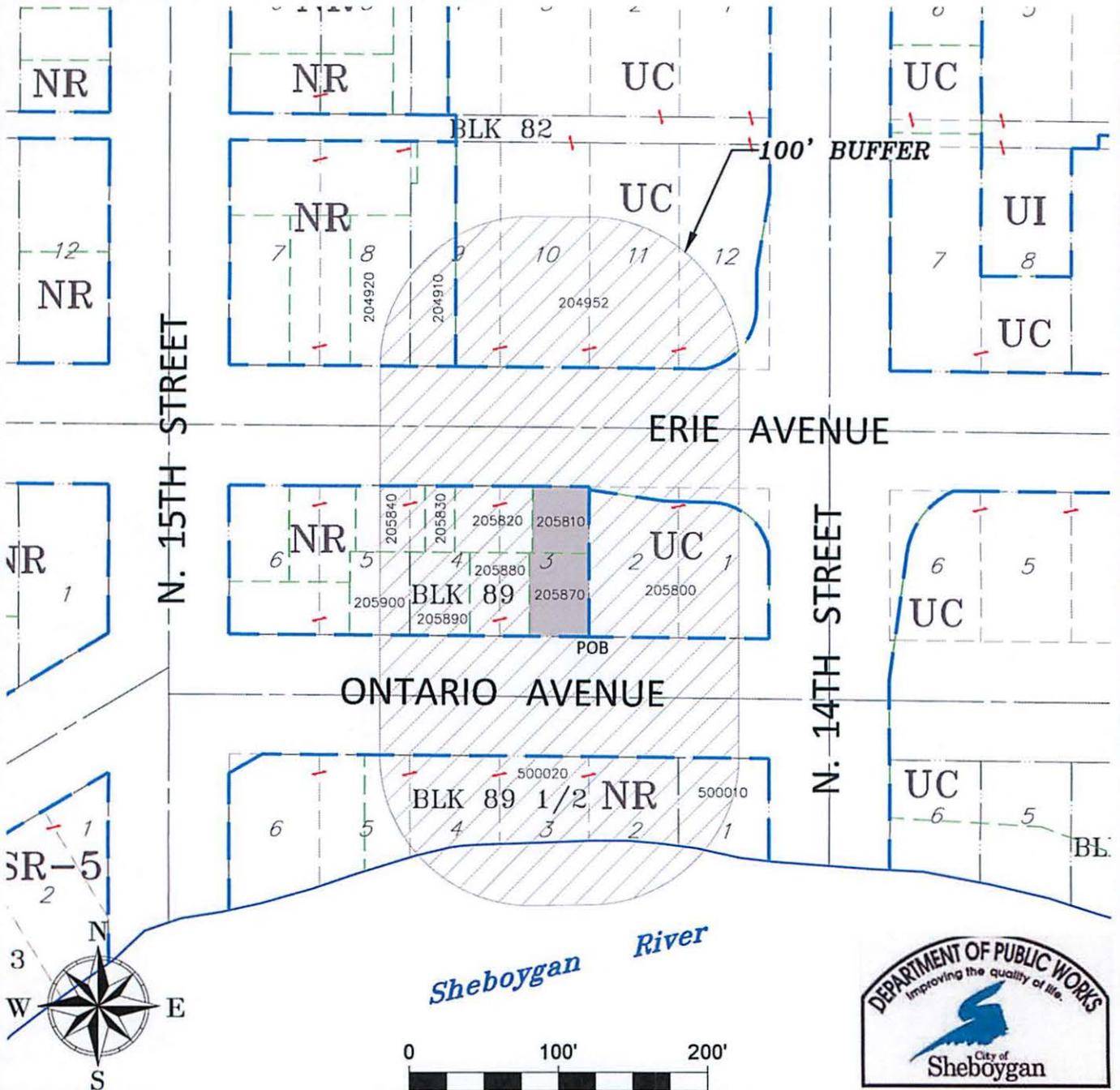
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

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

PROPOSED ZONING CHANGE FROM NR TO UC SECTION 22, T. 15 N., R. 23 E.

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH 45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES



Other Matters

II

9.6

R. O. No. 321 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting an application from SMET Construction, Inc., on behalf of LAG Investments II, LLC, to change the Use District Classification of properties located at 1413 Erie Ave. and 1416 Ontario Ave. from NR Neighborhood Residential to UC Urban Commercial Classification.

City Plan

City Clerk

MAR 31 2016

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: <u>160366</u>
FILING FEE: \$200.00 (Payable to City of Sheboygan)

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

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

1. APPLICANT INFORMATION

APPLICANT: Smet Construction Services, Inc. PHONE NO.: 920-532-3828

ADDRESS: 300 N Broadway, #200 EMAIL: gpolacheck@smet.com

OWNER OF SITE: LAG Investments II, LLC_ PHONE NO.: 920-532-3828

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTIES AFFECTED: 1413 Erie Avenue & ~~1026 N 14th Street~~, & 1416 Ontario Avenue.

LEGAL DESCRIPTION: Attached

PARCEL NO. #205810, #205870 MAP NO.

EXISTING ZONING DISTRICT CLASSIFICATION: Neighborhood Residential

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:

The two properties are currently used as residential housing units.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

The houses are proposed to be demolished and converted into additional parking for Starbuck's on the corner.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

We expect to incorporate proper drainage procedures in the final site plan.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain:

The success of the Starbucks on the corner has resulted in customers parking on Ontario Avenue thus resulting in traffic congestion on Ontario. Additional parking will assist in relieving some of the congestion on Ontario.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The proposed use helps to maintain the city's desire to have successful commercial businesses in this area.

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

The city already provides for commercial businesses to exist in this area as the contiguous area is zoned Urban Commercial. This project allows Starbuck's the needed capacity to continue serving its customers. It assists in the commercial development to the west, helping to increase needed commercial parcels in this part of the city.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



3/31/16

APPLICANT'S SIGNATURE

DATE

Greg Polacheck – Smet Construction Services, Inc.

PRINT NAME ABOVE

APPLICATION SUBMITTAL REQUIREMENTS

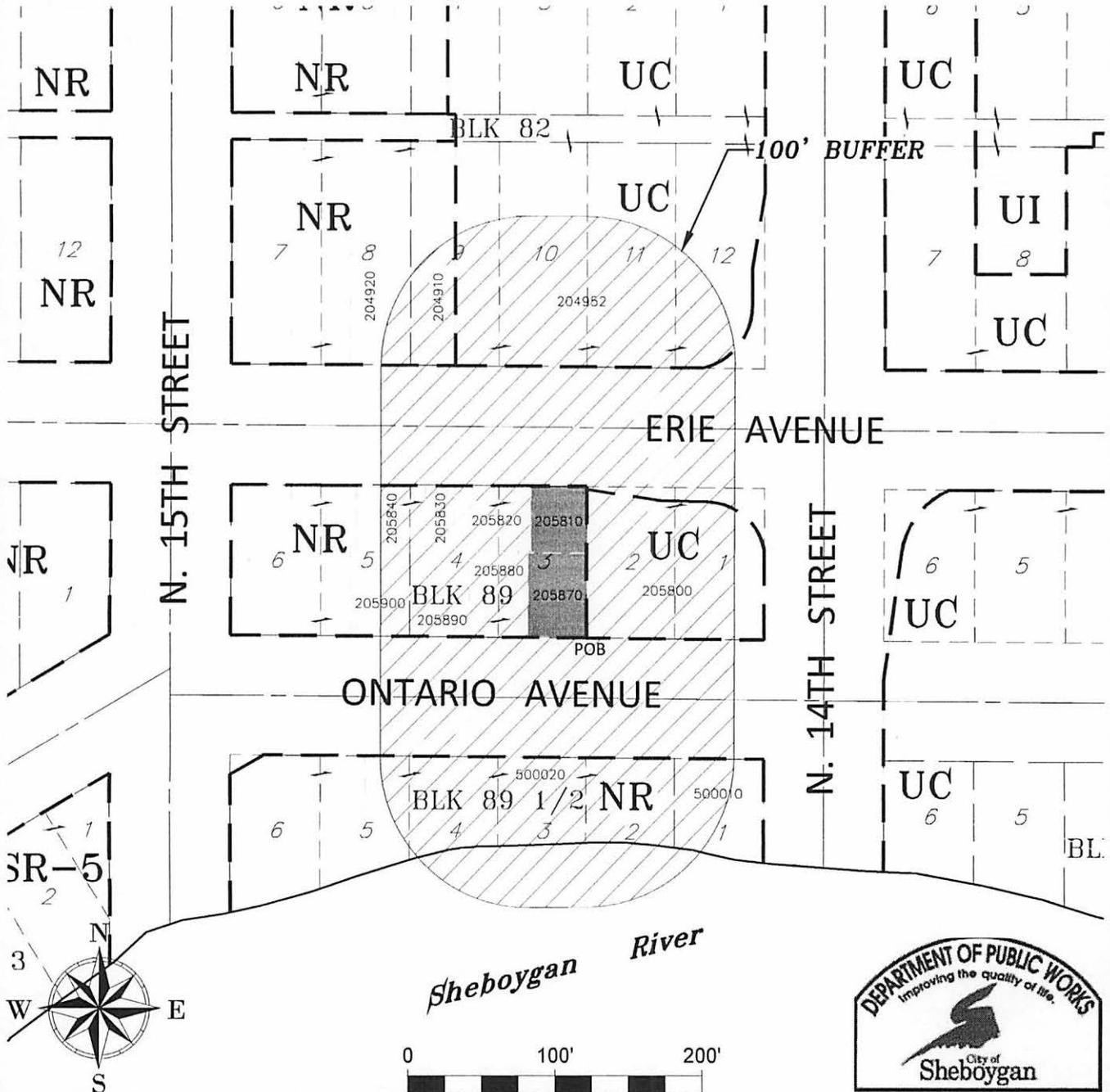
A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

PROPOSED ZONING CHANGE FROM NR TO UC SECTION 22, T. 15 N., R. 23 E.

BEING PART OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 89 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID CORNER BEING A POINT ON THE NORTH R/W LINE OF ONTARIO AVENUE (PLATTED AS NORTH WATER STREET) AND THE POINT OF BEGINNING, THENCE WEST ALONG SAID NORTH R/W LINE 40'±, THENCE NORTH 55'±, THENCE EAST 2'±, THENCE NORTH 45'± TO A POINT ON THE SOUTH R/W LINE OF ERIE AVENUE, THENCE EAST ALONG SAID SOUTH R/W LINE 38'± TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 89, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 100'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROX. 3,926 SQ. FT. OR 0.09 ACRES

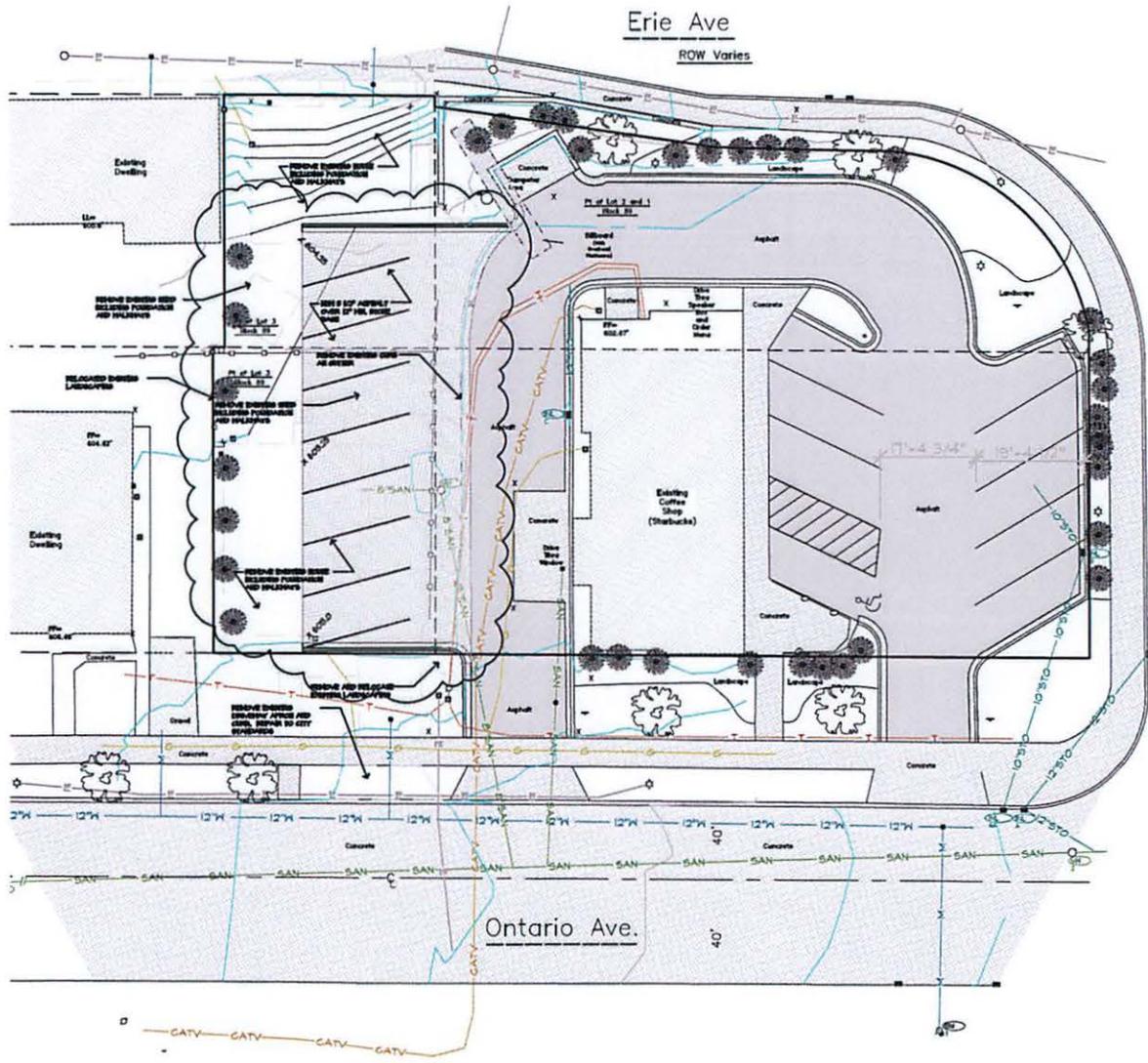


**Legal Description for
1416 Ontario Ave.
Sheboygan, WI**

The East 40 feet of the South 55 feet of Lot Three (3), Block Eighty-nine (89), according to the recorded Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Legal Description for
1413 Erie Avenue
Sheboygan, WI**

**The North 45 feet of the East 38 feet of Lot 3, Block 89, Original Plat,
City of Sheboygan, Sheboygan County, Wisconsin, according to the
recorded plat thereof.**



N. 14th St. 40'

PRELIMINARY
OPTION A
SITE PLAN
1" = 10'-0"

SMET CONSTRUCTION SERVICES
OUR REPUTATION IS BUILDING
WWW.SMET.COM
SMET CONSTRUCTION SERVICES CORP. • DESHON/BELLEVILLE

8000 09-07
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8000 09-30

PROJECT INFO
PROJECT NAME: PROPOSED PARKING LOT EXPANSION FOR STARBUCKS
1026 N. 14TH STREET SHEBOYGAN, WI

DESIGNED BY: SALES
SHEET NO.: SHEET 1
ARCHT. NO.:
DATE: 05/18

C1.0

Cc: Scott Smet; Paul Belschner; Joash Smits
Subject: Re: Sheboygan Starbucks Project Update

Greg (et al), I feel very fortunate to have this team working on the project. Thank you for this detailed email.

Please forward this email to any governmental agency authorizing my approval for SMET Construction move ahead on this project.

Sincerely,

Gary Goodman
Manager
LAG Investments II

On Mar 23, 2016, at 2:18 PM, Greg Polacheck wrote:

Hello Gary,

I've been assigned to the Sheboygan Starbucks's parking lot situation since I've worked with the city of Sheboygan on behalf of Smet Construction Services on another project. Thus I am familiar with the city officials and processes needed. I will be responsible for obtaining your needed approvals. Joash Smits will be coordinating the sub-contracted professionals to demolish the homes and rebuild the new parking lot. I will be working closely with Joash on this project trouble-shooting with the city as needed.

Per your request, Smet is preparing a document for you to review regarding project costs from "soup to nuts". This will depend on the plans approved by the city and the final estimate based on those plans.

Smet is currently contacting vendors in environmental remediation, soil compaction and conditions, excavating, asphalt, and curb & gutter. These vendor's will assist us in getting you a more defined proposal for the work to be performed.

In the meantime, I have begun the approval process by reviewing the project with the city planner and the city's zoning manager. I also visited the site two weeks ago on a very busy Saturday morning and noted that Starbucks customers were parking their vehicles down the street four or five house from the coffee shop. I met with an architect who is taking the attached preliminary site plan and changing this preliminary drawing into the needed site plan document (showing utilities, landscaping, ingress/egress etc....). This is needed to attach to the zoning application. Lastly, this morning, Scott Smet and I met with the architect to finalize what is needed to complete this project.

Here is a brief outline of the basic steps to be undertaken:

1. **Rezoning of the property from residential to commercial** – Application due in the city by Tuesday, April 6th. Assigned by Council for Plan Commission meeting on April 12th. After, April 12th, the matter then goes back for final Council approval in May. Rezoning typically takes 2-3 months depending if there are issues to receive a final decision. As you are the owner of the properties to be re-zoned, I need an email from you permitting the city to provide Smet with a new zoning map and legal descriptions (if you don't have them). The map is prepared by Sheboygan's city engineering department which is the responsible party in Sheboygan that prepares the map for the re-zoning application. The city will not prepare the new map without your permission. A short email granting permission should suffice. I can forward to the city.
2. **Comprehensive Plan Amendment from Neighborhood Preservation to Community Mixed Use** - We are planning to execute this step simultaneously with the re-zoning application. Required by city of Sheboygan.
3. **Conditional Use Permit** – Needed on the proposed land use and approving site plan improvements. This goes to the Plan Commission simultaneously at the same meeting as well– April 26th.
4. **Certified Survey Map (CSM)** – This combines the three parcels into one parcel and will be completed once the zoning is approved and performed by licensed surveyor. Required by Sheboygan.
5. **Final Council Approvals** – obtained in May or June after Plan Commission acts per ordinance procedures.
6. **Final Construction Estimates & Timelines** – internal preparation and approval of scopes of work and preparation of final estimates.

II

R. O. No. _____ - 16 - 17. By CITY PLAN COMMISSION. May 2, 2016.

Your Commission to whom was referred Gen. Ord. No. 50-15-16 by Alderperson Kath & Thiel amending the City of Sheboygan Comprehensive Plan Future Land Use Maps to change the Land Use Classification of property located at 1524/1536 Saemann Ave from Neighborhood Preservation to Employment Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 12, 2016, and after due consideration, recommends approval of the General Ordinance.

1
Asx file
Ord pass.

IX

Other Matters

9.13

Gen. Ord. No. 50 - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1524/1526 Saemann Ave. from Neighborhood Preservation to Employment Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and the Use Classifications of the following described lands from Neighborhood Preservation to Employment Classification:

Property located at 1524/1526 Saemann Ave.:

Cole's Subdivision No. 2, Lots 1, 2, 3 & 4, Block 1, located in the west 1/2 of the SE 1/4 of Section 15, T.15 N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 24, 202 Sq. Ft. or 0.56 Acres.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



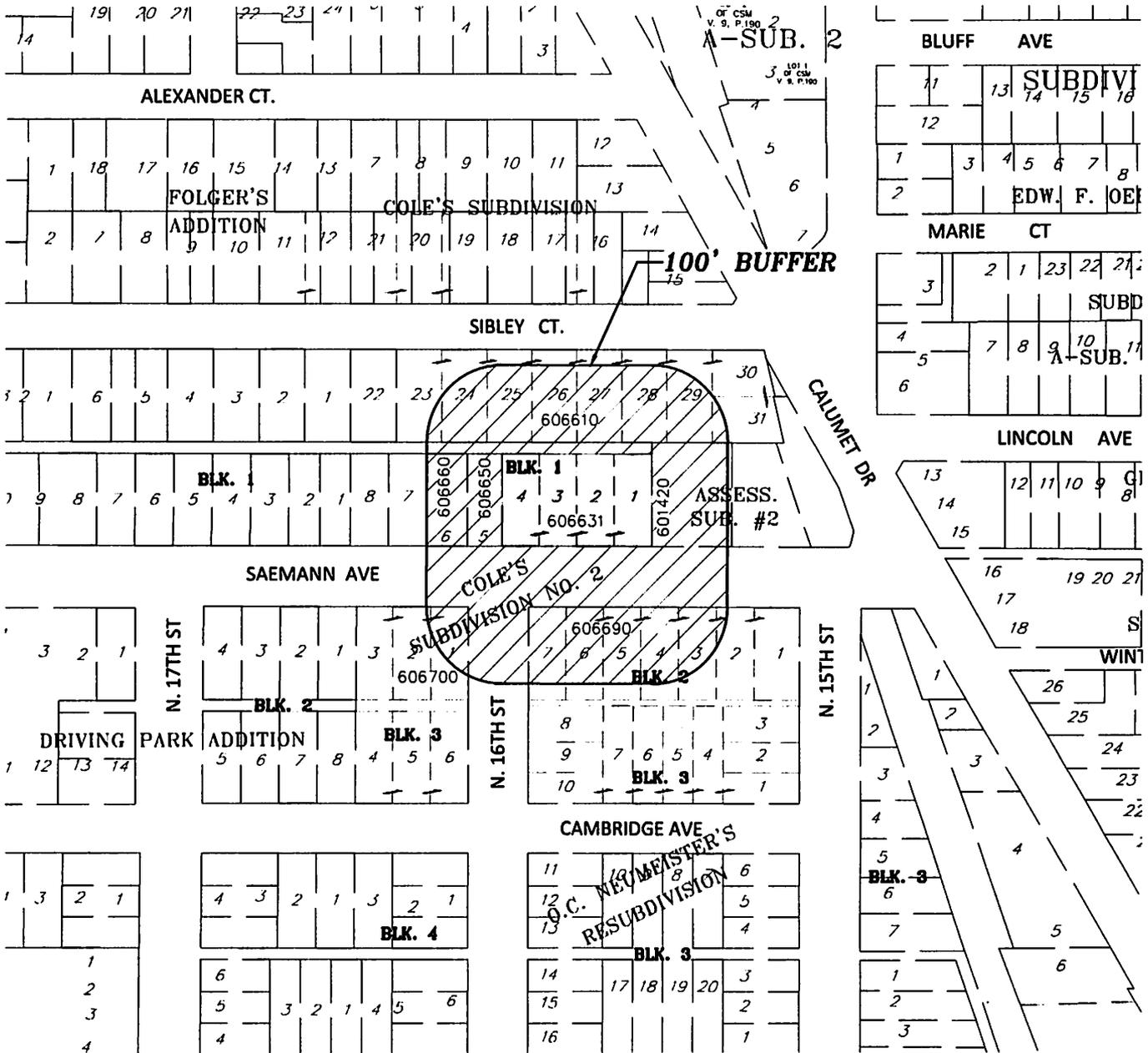
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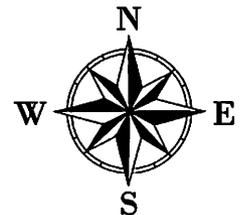
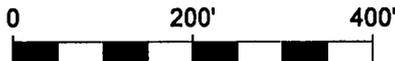
22

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO EMPLOYMENT SECTION 15, T. 15 N., R. 23 E.

COLE'S SUBDIVISION No. 2, LOTS 1, 2, 3 & 4, BLOCK 1, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 24,202 SQ. FT OR 0.56 ACRES.



PAPER BOX & SPECIALTY CO.
OF SHEBOYGAN



II

R. O. No. - 16 - 17. By CITY PLAN COMMISSION. May 2, 2016.

Your Commission to whom was referred Gen. Ord. No. 51-15-16 by Alderperson Kath & Thiel and R. O. 320-15-16 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1524/1536 Saemann Ave from Class UC Urban Commercial to Class UI Urban Industrial Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 12, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

1
Ac & File
Ord pass.



Other Matters

9.11

Gen. Ord. No. 51 - 15 - 16. By Alderpersons Kath and Thiel. April 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1524/1526 Saemann Ave. from Class UC Urban Commercial to Class UI Urban Industrial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UC Urban Commercial to UI Urban Industrial Classification:

Property located at 1524/1526 Saemann Ave.:

Cole's Subdivision No. 2, Lots 1, 2, 3 & 4, Block 1, located in the west 1/2 of the SE 1/4 of Section 15, T.15 N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 24, 202 Sq. Ft. or 0.56 Acres.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

Julie Kath
B. Thiel

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

11.9

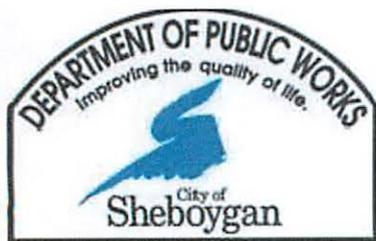
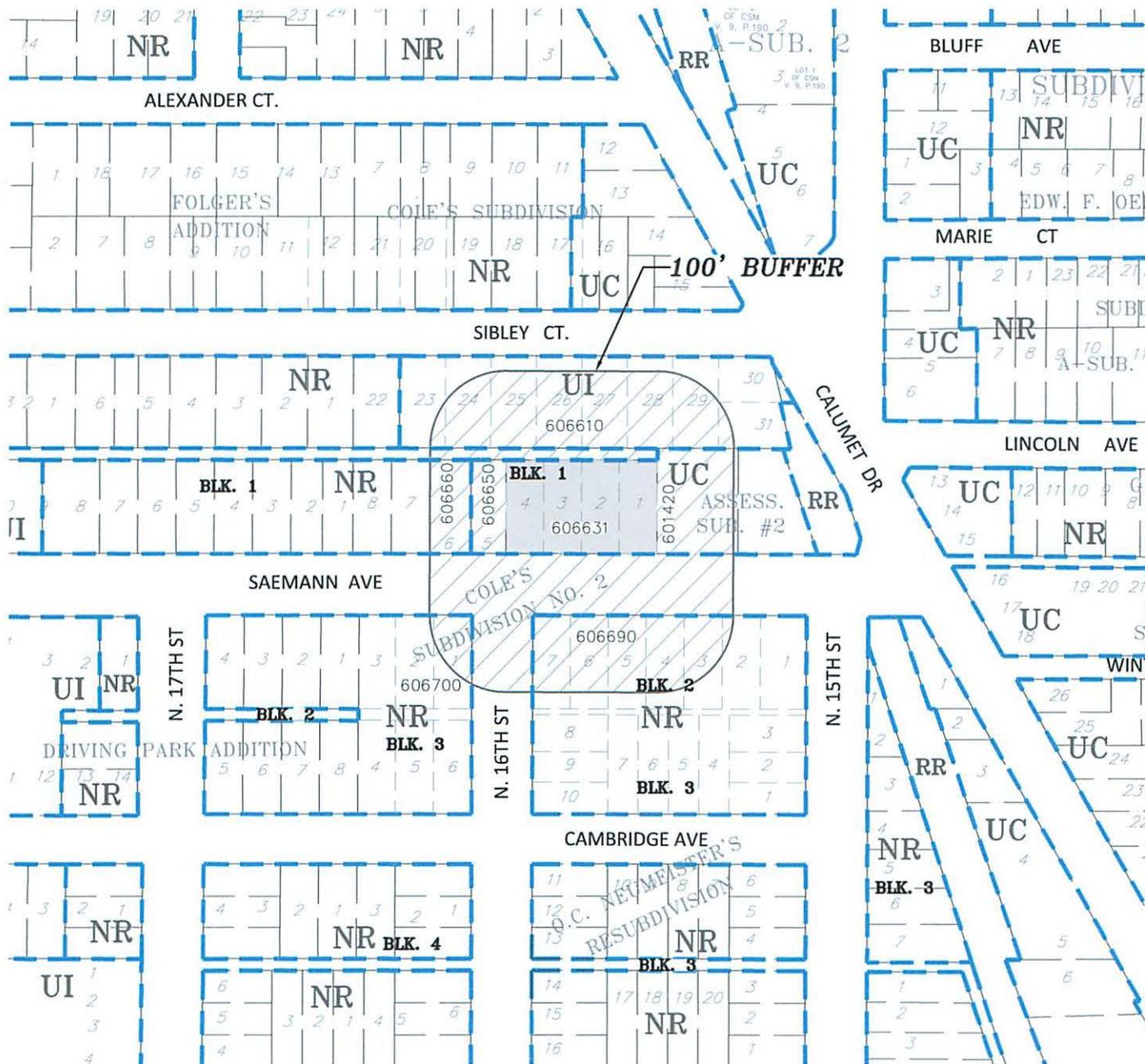


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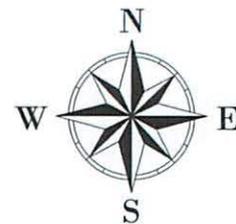
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PROPOSED ZONING CHANGE FROM UC TO UI SECTION 15, T. 15 N., R. 23 E.

COLE'S SUBDIVISION No. 2, LOTS 1, 2, 3 & 4, BLOCK 1, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 24,202 SQ. FT OR 0.56 ACRES.



PAPER BOX & SPECIALTY CO.
OF SHEBOYGAN



II

Other Matters

9.9

R. O. No. 320 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting an application from Joe VanDerPuy of Paper Box & Specialty to rezone property located at 1524/1526 Saemann Ave. from UC Urban Commercial to UI Urban Industrial Classification.

City Plan

City Clerk

April 1, 2016
rec'd

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	<u>160-370</u>
FILING FEE:	<u>\$200.00</u> (Payable to City of Sheboygan)

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

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

1. APPLICANT INFORMATION

APPLICANT: Joe VanDer Poy PHONE NO.: (920) 459-2440
 ADDRESS: 1505 Sibley Ct. Sheb WI E-MAIL: joe@weareboxes.com
 OWNER OF SITE: PaperBox+Specialty PHONE NO.: (920) 459-2440

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1524/15310 Saemann Ave
 LEGAL DESCRIPTION: See map

PARCEL NO. 606631 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: urban commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: urban Industrial

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: equipment storage / warehousing

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: warehousing / manufacturing

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____

see attached proposal

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain: PaperBox seeks to rezone the subject property in order to expand our manufacturing capabilities in the future.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The rezoning of the subject

property will have little noticeable impact on the surrounding neighborhood.

JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purpose of the Zoning Ordinance as outlined in Section 15.005 and, for food plain or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

See attached proposal

Which of the following factors has also been addressed in the current Official Zoning Map? (Provide explanation in space provided below.)

The designation of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner different from that for which it is mapped.) A reason is cited. It must be demonstrated that the discussed inconsistency between current use and designated zoning is not intended, as the City may intend to stop an undesirable use from spreading.

Factors have changed (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation or other zoning changes), making the subject property more appropriate for a different zoning district.

Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Existing land use patterns are changing the subject property.

In order to expand the road network in the future

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land use, land use intensity, and land use impacts as related to the various of the subject property? (The use of the subject property will have little negative impact on the surrounding neighborhood.)

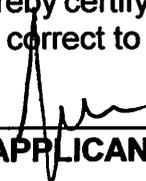
Property will have little negative impact on the surrounding neighborhood.

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

see attached proposal

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.


APPLICANT'S SIGNATURE

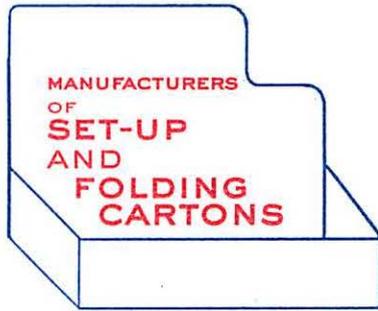
3/31/16
DATE

Joe VanDerPuy
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.



PAPER BOX AND Specialty Company

1505 SIBLEY COURT
SHEBOYGAN, WISCONSIN 53081
PHONE: (920) 459-2440
FAX: (920) 459-2463

To: Mayor Mike Vandersteen and members of the City of Sheboygan Common Council

From: Joe VanDerPuy on behalf of Paper Box and Specialty Company

Date: 3/2/2016

Subject: Proposed rezoning of commercial property

Proposal

Paper Box and Specialty Company is seeking to have the property located at 1524/1536 Saemann Avenue (Parcel #606631) from Urban Commercial to Urban Industrial. The proposed short term use for this property will be warehousing, with a possible transition to manufacturing in the future.

Background

Paper Box and Specialty Company (PBS) is a manufacturer of paperboard packaging. We have the ability to produce rigid, folding, and corrugated packing in a variety of substrates and formats. Our customer base covers a large spectrum of industries and end users including health care, automotive, consumer products, luxury good, paper products and others. Our focus is on short run and custom items rather than large commodity accounts.

PBS was incorporated in 1929 and is currently under fourth generation family ownership and management. Current ownership consists of David VanDerPuy – General Manager, Thomas VanDerPuy – VP Sales and Joseph VanDerPuy VP Operations.

Our facility has been expanded nine times since it was purchased, with the most recent addition of a 6500 sq. ft. warehouse in 2001. Current useable space stands at 75k sq. ft. roughly divided in half between manufacturing/office and warehousing.

PBS currently employs 34 full time employees, 28 of whom are engaged in manufacturing and support activities, with 6 sales and office staff.

Present

In 2013 we added corrugated box manufacturing to our capabilities, with a continued focus on short run, quick turn, and specialty items.

In addition to manufacturing corrugated boxes and related packaging, we have also created a division that handles surplus and recovered corrugated boxes and materials. We purchase boxes and material that would otherwise be land filled or pulped and offer it for sale on secondary markets as usable, recovered product. Our sources include recyclers and waste companies, industrial scrap generators and corrugated carton plants and mills. We pay companies at significantly above the market scrap rates and bring the material by the truckload to our plant. The boxes and sheets are sorted, graded and unitized for sale by our employees.

We have also developed a program with a number of large paper mills and box plants in which they offer us defective or obsolete material at significant discounts. This has been a successful endeavor, as we are able to offer them a better value than if the material were simply scrapped. We can either rework these materials or sell them on secondary markets and have found no shortage of eager buyers.

Due to the rapid growth of the corrugated manufacturing and recovered material divisions, we are in need of additional warehouse and manufacturing space to accommodate these activities. We are currently leasing space outside our plant in order to store raw materials and finished goods.

The proximity and layout of the Saemann Avenue property makes it an attractive choice for our expansion needs. We have an accepted offer with the present owner and anticipate the property being a good fit for our needs.

Proposed uses and benefits

The primary initial use of the Saemann property will strictly be raw material and finished goods storage. Though the current zoning allows for this type of use, we would like to make the purchase with the knowledge that we could use the space for manufacturing at some future date. There is no current plan to move manufacturing to this site, but the option would be helpful in planning for future growth.

We expect that with addition of this space, we will be able to add 4 new full time jobs at our plant to support the increased activity that additional space will make possible.

Margins in the corrugated division of our business will increase when we are able to store materials on site rather than leasing offsite storage. Transportation and labor costs, in addition to the actual costs of leasing, have made items stored off site less profitable.

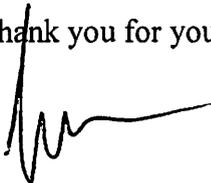
Only about 50% of the Saemann site is covered by buildings. The remaining ¼ acre is paved, with ample room for parking. We will open this area up to employee parking, which will move a number of our employee's vehicles off of public street parking. This will be especially helpful on Sibley Court, which is narrow and chronically congested as many of the residences on this street do not have or cannot use their garages or driveways. Additional on site parking will also eliminate the need for many of our employees to cross Saemann Avenue to get to work, creating a safer situation for our workers.

Perhaps one of the greatest potential benefits of this property, outside of the increased storage space, will be our ability to add an additional loading dock in the future. The property is ideally situated to allow for a new dock penetration into our existing building. This would provide significant safety and logistical benefits for PBS as well as the surrounding neighborhood. Our current loading docks were never designed to accommodate the amount of traffic and size of trucks that they currently handle. This has led to significant congestion on Sibley Court during the early morning and early afternoon hours when large numbers of trucks are loading and unloading at our plant. The relatively shallow depth of our current dock area means that trucks in the act of loading are often parked well out into Sibley Court, at times nearly blocking the road. A new loading dock on the South side of our plant and opening onto Saemann Ave. would alleviate much of the pressure on the Sibley Ct. docks. Additionally, when loading and unloading at the proposed new dock, trucks would be completely contained within our property and would no longer impede the flow of traffic on City streets.

Summary

The proposed rezoning of this property, though not absolutely necessary at this time, will allow us to move forward confidently with this purchase in the knowledge that this property will be a beneficial and versatile asset to PBS in the future. We believe that this purchase could have significant benefits for our operation, and for our surrounding neighborhood.

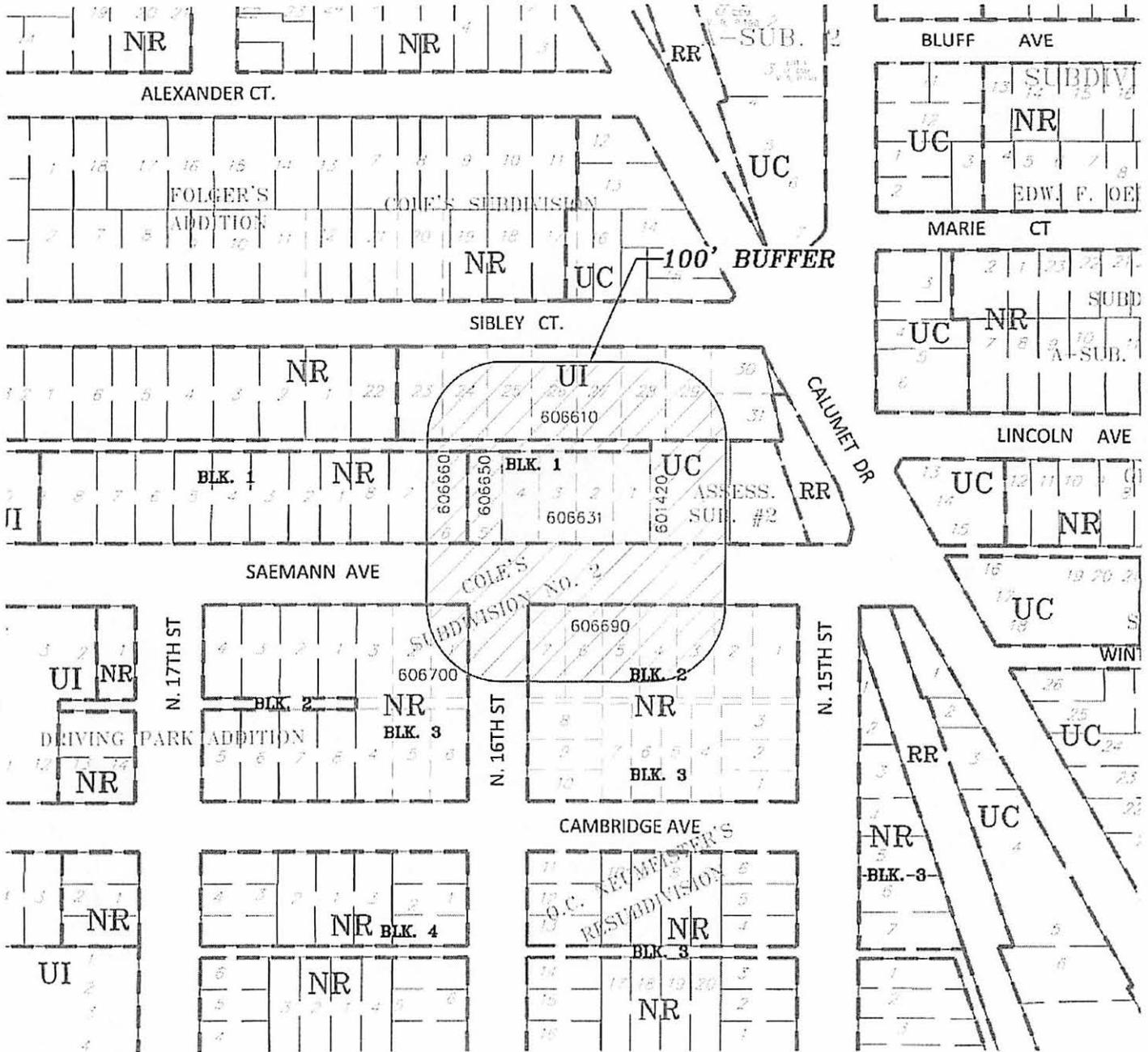
Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Joe VanDerPuy". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

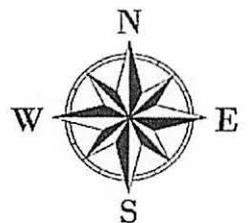
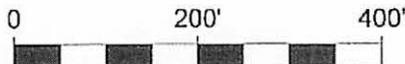
Joe VanDerPuy

PROPOSED ZONING CHANGE FROM UC TO UI SECTION 15, T. 15 N., R. 23 E.

COLE'S SUBDIVISION No. 2, LOTS 1, 2, 3 & 4, BLOCK 1, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 24,202 SQ. FT OR 0.56 ACRES.



PAPER BOX & SPECIALTY CO.
OF SHEBOYGAN



March 3, 2016

To Whom it May Concern:

I, Matt Quasius, President, Quasius Construction, Inc., authorize Paper Box and Specialty Co., to submit a rezone application for my property located at 1524 Saemann Avenue.



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 160370

License No: 0000

Date: 04/01/2016

Received By: CKL

Received From: PAPER BOX SPECIALTY COMPANY

Memo: AMENDMENT OF ZONING MAP

Method of Payment: \$200.00 Check No. 25826

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

III

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint in the matter of Ditech Financial LLC
f/k/a Green Tree Servicing LLC v Homero Garza et al.

Finance

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Ditech Financial LLC f/k/a Green Tree Servicing
LLC
300 Landmark Towers
St. Paul, MN 55102

Plaintiff,

vs.

Homero Garza
1418 Edris Dr
San Antonio, TX 78224-2629

Jane Doe Garza
1418 Edris Dr
San Antonio, TX 78224-2629

City of Sheboygan, Department of City
Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

SUMMONS

Case No. 16CV0200

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

CLEAR E-FILED
16 APR 13 AM 0:39
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant

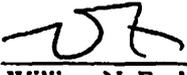
4-18-16
4:32P
D S

judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 12th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By:


William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
069121F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Ditech Financial LLC f/k/a Green Tree Servicing
LLC
300 Landmark Towers
St. Paul, MN 55102

COMPLAINT

Case No. 16CV0200

Plaintiff,
vs.

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Homero Garza
1418 Edris Dr
San Antonio, TX 78224-2629

Jane Doe Garza
1418 Edris Dr
San Antonio, TX 78224-2629

City of Sheboygan, Department of City
Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Defendants.

16 APR 13 AM 0:39
 CLERK OF COURT
 SHEBOYGAN COUNTY
 WISCONSIN

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Homero Garza.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$38,440.61 together with interest from the 1st day of August, 2015.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.
5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot

be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That Jane Doe Garza has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Homero Garza.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and

preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 12th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

NOTE

DECEMBER 03, 2004
(Date)

SHEBOYGAN
(City)

WISCONSIN
(State)

1318B N 14TH ST, SHEBOYGAN, WI 53081-3246
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 47,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.125 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on

FEBRUARY 01, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before principal. If, on JANUARY 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 286.79

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of this charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

WISCONSIN FIXED RATE NOTE-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

HOMERO GARZA (Seal)
-Borrower

____ (Seal)
-Borrower

PAY TO THE ORDER OF _____ (Seal)
-Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS INC
BY DAVID A. SPECIOR (Seal)
-Borrower

David A. Specior
Managing Director [Sign Original Only]

1752735

SHEBOYGAN COUNTY, WI
RECORDED ON

12/13/2004 11:28AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 31.00
TRANSFER FEE:

STAFF ID 6
TRANS # 53983

OF PAGES: 11

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS
COUNTRYWIDE HOME LOANS, INC.
MC 0170 BOSTON, MASSACHUSETTS



[Space Above This Line For Recording Data]

[Redacted] (Escrow/Closing)

[Redacted] (Doc ID)

MIN [Redacted]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 03, 2004, together with all Riders to this document.

(B) "Borrower" is

HOMERO GARZA, A MARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 03, 2004. The

Note states that Borrower owes Lender

FORTY SEVEN THOUSAND TWO HUNDRED and 00/100

Dollars (U.S. \$ 47,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2035.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

VMP MORTGAGE FORMS

Initials: *HE*

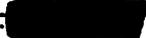


EXHIBIT B

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of SHEBOYGAN :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST 35 FEET OF THE WEST 40 FEET OF THE SOUTH 50 FEET OF LOT 2, BLOCK 50, ORIGINAL PLAT ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. THIS IS A PURCHASE MONEY MORTGAGE. THIS IS HOMESTEAD PROPERTY.

which currently has the address of 1318B N 14TH ST, SHEBOYGAN [Street/City]
Wisconsin 53081-3248 ("Property Address"): [Zip Code]

[REDACTED]

Initials: [Handwritten Signature]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any

or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RBSPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammables or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

STATE OF WISCONSIN, *Subrogation*
The foregoing instrument was acknowledged before me this
by *Homer Garna*

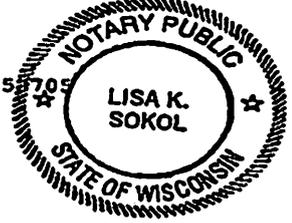
DOC ID #: [REDACTED]
County ss: *3rd December 2009*

My Commission Expires: *6 8 08*

[Signature]

Notary Public, State of Wisconsin

This instrument was prepared by
NATHAN G. HANING
COUNTRYWIDE HOME LOANS, INC.
601 N WHITNEY WAY SUITE 150, MADISON, WI 53705



[REDACTED]

Initials [REDACTED]

EXHIBIT B

SCHEDULE B

Commitment Number: [REDACTED]

- j. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
- k. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes.
- l. A Mortgage from Homero Garza, a married man to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for Countrywide Home Loans, Inc. in the original amount of \$47,200.00.
Dated: December 3, 2004 Recorded: December 13, 2004
Document No: 1752735

The foregoing mortgage has been assigned to Green Tree Servicing LLC, by mesne assignments.
Recorded: June 17, 2013
Document No: 1970427

- m. A Mortgage from Homero & Febe Garza to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of \$9,950.00.
Dated: March 13, 2007 Recorded: March 19, 2007
Document No: 1822040

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

LIEN REPORT



First American Title Insurance Company

II

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint (Small Claims) in the matter of
Andrew J. Angermeier v City of Sheboygan.

France

City Clerk

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)
ANDREW J. ANGEILMEIER
3200 W. STATE ST.
SHEBOYGAN, WI 53081

See attached for additional plaintiffs

-VS-

To: Defendant(s) : (Name [first, middle, last], Address, City, State, Zip)
GOR CENTER LVE.
SHEBOYGAN, WI 53081

See attached for additional defendants

Hon. Rebecca Persick

Amended

**Summons and Complaint
Small Claims**

Case No. 16SC0803

- Claim for money (\$10,000 or less) 31001
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31006
- Return of earnest money 31006
- Tort/Personal injury (\$5,000 or less) 31010

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described below. If you wish to dispute this matter:

You must appear at the time and place stated.

AND/OR (Clerk will circle one)

You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date MAY 16 2016	Time 8:30 a.m.
Place to Appear/File an Answer	
APPEAR: B-10 Lower Level ANSWER: Clerk of Circuit Courts Office	
ADDRESS FOR BOTH: 615 North Sixth Street Sheboygan WI 53081	
Date Summons Issued APR 19 2016	Date Summons Mailed APR 19 2016

Clerk/Attorney Signature

Melody Hodge

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for: (Check as appropriate)

- Claim for Money \$ 1168.22
- Return of Earnest Money
- Eviction
- Return of property (replevin) (Describe property in 2 below.)
- Tort/Personal injury \$ _____
- Eviction due to foreclosure
- Confirmation, vacation, modification or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

WE TO A MISTAKE IN FILING THE ABOVE PROPERTY TIES FOR WHICH WE PAID THE APPLICABLE TAXES FOR A PIECE OF LEASED EQUIPMENT TWICE IN 2015 AND 2016

See attached for additional information. Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

I am: plaintiff. attorney for the plaintiff.

State of WISCONSIN
 County of SHEBOYGAN
 Subscribed and sworn to before me on 4/18/16

Signature of Plaintiff or Attorney <i>Melody Hodge</i>	Date <u>04/18/2016</u>	Attorney's State Bar Number
Plaintiff's/Attorney's Telephone Number <u>920-287-6094</u>	Law Firm and Address	

Notary Public/Court Official
[Signature]
 Name Printed or Typed

My commission/term expires: 4/18/16

JAN 20 '16 PM 12:25



To whom it concerns,

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15th St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1st 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25th to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31st, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1st due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15th, Sheboygan, WI 53083

K Angermeier 1-2016 920-207-0807

ANDY ANGERMEIER 920-287-6094

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2015
 CITY OF SHEBOYGAN
 SHEBOYGAN COUNTY

DIRECT CAPITAL CORP
 155 COMMERCE WAY

PROPERTY NUMBER : 59281815340
 Correspondence to or to Property Number

1127

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Avg. Assmt. Ratio	Est. For Mkt. Land	Est. For Mkt. Improve	Tot Est. For Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
	20,000	99,564				20,090	
TAXING JURISDICTION	2014	2015	2014	2015	% Tax Change	NET PROPERTY TAX	519.36
	Est State Aids Allocated Tax Dist	Est State Aids Allocated Tax Dist	Net Tax	Net Tax			
STATE	1607575	1536231	4.21	3.41	-19.0		
COUNTY	13295672	13211594	136.22	112.94	-17.1		
C-SHEBOYGAN	51856061	53454830	229.37	189.92	-17.2		
SCHL - 5271	719585	2850205	259.72	197.00	-24.1		
TCDB 11			19.34	16.09	-16.8		
	TOTAL 67478893	71052860	648.86	519.36	-20.0	TOTAL DUE FOR FULL PAYMENT	519.36
		Lottery & Gaming Credit				PAY BY JANUARY 31, 2016	
		Net Property Tax	648.86	519.36	-20.0	\$519.36	
School taxes reduced by school levy tax credit	41.93	IMPORTANT Be sure this description covers your property. This description is for property tax only and may not be a full legal description.		Flat Assessed Value Rate (Does NOT reflect Lottery Credit)		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse.	
2028 N 15TH ST				25.9678587		1st Installment by JANUARY 31, 2016	2nd Installment by JULY 31, 2016
						519.36	

22-33404

DIRECT CAPITAL CORP
 155 COMMERCE WAY
 PORTSMOUTH NH 03801 3243

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
 RETAIN THIS PORTION AS YOUR COPY

DIRECT CAPITAL

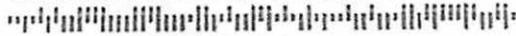
a **CIT** company

155 Commerce Way Portsmouth, New Hampshire 03801
Address Service Requested

Remittance Section

Contract Number:	022-0033404-000
Invoice Number:	1526692
Invoice Date:	03/02/2015
Due Date:	03/25/2015
Total Due:	\$1,496.18

4526004310 PRESORT 4310 1 MB 0.432 P1C17



K. A. ENTERPRISES, INC.
2829 N 15TH ST
SHEBOYGAN WI 53083-3944

The Total Amount Due will be withdrawn from your bank account on the due date.

DIRECT CAPITAL

a **CIT** company

Contract Number:	022-0033404-000
Invoice Number:	1526692

Invoice Date:	03/02/2015
Due Date:	03/25/2015
Total Due:	\$1,496.18

Important Messages

Need a cash infusion? Ask about Working Capital. Funds for Any Opportunity. Access up to \$150,000 for unexpected business opportunities that you just can't pass up!

- Fast 24 hour approval and funds available within 3-5 days
- Use it for virtually anything
- Low fixed payments

Call your finance manager today at 800-253-0157 and ask about Working Capital.

CONTRACT NUMBER	DESCRIPTION	DUE DATE	CONTRACT PAYMENT	SALES / USE TAX	TOTAL
022-0033404-000	TanningBed-TanningB eds PAYMENT	03/25/2015	731.73	36.59	768.32
	ADMIN-FEE PRT 2014	03/25/2015	79.00	0.00	79.00
	PROPERTY TAX 2014	03/25/2015	648.86	0.00	648.86

Call us today to add or upgrade equipment on your account.

PLEASE PAY THIS AMOUNT:

\$1,496.18

05/10 CARA: DC WAS BILLED BY STATE OF WISCONSIN FOR PROPERTY TAX ON OUR piece of equip. I REQUESTED A COPY OF THAT INVOICE

07/23 Joyce: PASSING ONTO CARA

Interim Rent: Prorated amount that covers the time frame between the funding date and first full billing cycle.

PRINT in BLACK ink

Enter the name of the county in which you are filing this case.

Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.

Enter the Plaintiff's address.

If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Enter the case number from the summons and complaint.

Enter your name. You are the Defendant.

Enter your address.

If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.

STATE OF WISCONSIN, CIRCUIT COURT,
SHEBOYGAN COUNTY

For Official Use

Plaintiff(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional plaintiffs.

-vs-

Answer and Counterclaim Small Claims

Case No. _____

Defendant(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional defendants.

ANSWER

I am the defendant (or an authorized representative of the defendant):

1. This matter IS NOT contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.

-OR-

2. This matter IS contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows:

See attached for additional information.

II

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

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

Finance

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wells Fargo Bank, NA
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Emily Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

John Doe Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

City of Sheboygan, Department of City
Development
807 Center Ave
Sheboygan, WI 53081-4462

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

American Family Mutual Insurance Company
c/o James Eldridge, Registered Agent
6000 American Pkwy
Madison, WI 53783-0001

Edward Morgan
1534 Knoll Crest Dr
Sheboygan, WI 53081-7544

Halle Investments LLC
c/o Basil J Buchko Jr, Registered Agent
W5073 County Road O
Plymouth, WI 53073-3600

Defendants.

SUMMONS

Case No. 15CV0187

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

CIRCUIT COURT BRANCH 4
REBECCA PEPSICK
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

SHEBOYGAN COUNTY
CIRCUIT COURT

16 APR -7 AM 1:48

CLERK OF CIRCUIT COURT

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action

4-18-16
4:32 P
DS

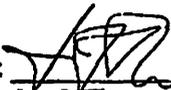
against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
068788F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Wells Fargo Bank, NA
3476 Stateview Boulevard
Fort Mill, SC 29715

COMPLAINT

Plaintiff,
vs.

Case No. 16CV0187

Emily Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

John Doe Soto
1416 Michigan Ave
Sheboygan, WI 53081-3269

City of Sheboygan, Department of City
Development
807 Center Ave
Sheboygan, WI 53081-4462

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

American Family Mutual Insurance Company
c/o James Eldridge, Registered Agent
6000 American Pkwy
Madison, WI 53783-0001

Edward Morgan
1534 Knoll Crest Dr
Sheboygan, WI 53081-7544

Halle Investments LLC
c/o Basil J Buchko Jr, Registered Agent
W5073 County Road O
Plymouth, WI 53073-3600

Defendants.

CLEAN COPY FOR
16 APR -7 AM 11:48
SHEBOYGAN CO. WI
WELLS FARGO

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by

reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Emily Soto.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$48,000.57 together with interest from the 1st day of October, 2015.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Soto has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Emily Soto.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 5th day of April, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By:  _____

Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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Wisconsin

NOTE

FHA Case No. [REDACTED]

DECEMBER 13, 2012

[Date]

1416 MICHIGAN AVE, SHEBOYGAN, WI 53081

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ *****50,555.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FOUR percent (4.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST, 2013. Any principal and interest remaining on the first day of JANUARY 2013, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ *****241.36. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Wisconsin Fixed Rate Note - 10/95

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	 EMILY SOTO	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF

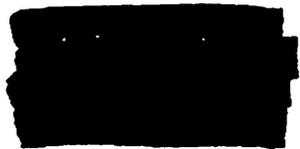
WELLS FARGO BANK, N.A.

BY 
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT



MORTGAGE

DOCUMENT NUMBER:



NAME & RETURN ADDRESS:

FINAL DOCS [REDACTED]
4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200

PARCEL IDENTIFIER NUMBER:

1959002
SHEBOYGAN COUNTY, WI
RECORDED ON
12/18/2012 3:16 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 9

[Space Above This Line For Recording Data]

State of Wisconsin

PHA Case No.
[REDACTED]

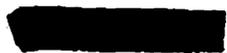
THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104
("Lender"). Borrower owes Lender the principal sum of
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ *****50,555.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2043. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance



FHA Wisconsin Mortgage - 4/96



VMP MORTGAGE FORMS - (800)521-7291

Initials: ES



EXHIBIT B



of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE ATTACHED

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, SHEBOYGAN [Street, City], Wisconsin 53081 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

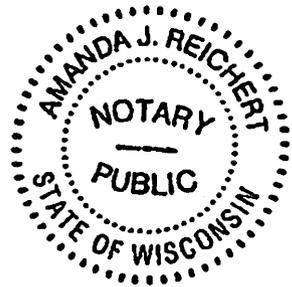
Witnesses:

_____	<u>ES</u>	_____ (Seal)
	EMILY SOTO	-Borrower
_____		_____ (Seal)
		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower

STATE OF WISCONSIN, *Sheboygan* County ss:
 The foregoing instrument was acknowledged before me this **DECEMBER 13, 2012**
 (date)
 by **EMILY SOTO**

My Commission Expires: **8-7-16**

(Seal)



(person acknowledging) _____
 Notary Public, State of Wisconsin *Amanda J. Reichert*

This instrument was prepared by
WELLS FARGO BANK, N.A.

JENNIFER ANITZBERGER



EXHIBIT B

Schedule A

Legal Description:

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

EXHIBIT B

SCHEDULE B

Commitment Number: [REDACTED]

- j. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
- k. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes.
- l. Rental Unit Energy Efficiency Standards Certificate of Compliance.
Recorded: October 9, 2000
Volume: 1763 Page 497
Document No: 1580872
- m. A Mortgage from Emily Soto, a single person to Wells Fargo Bank, N.A. in the original amount of \$50,555.00.
Dated: December 13, 2012 Recorded: December 18, 2012
Document No: 1959002
- n. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$19,300.00.
Dated: January 15, 2002 Recorded: March 22, 2002
Volume: 1971 Page: 849
Document No: 1631877

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:
Recorded: December 19, 2012
Document No: 1959092

- o. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$1,442.25.
Dated: November 19, 2002 Recorded: December 17, 2002
Document No: 1663503

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:
Recorded: December 19, 2012
Document No: 1959094

LIEN REPORT



First American Title Insurance Company

SCHEDULE B

Commitment Number: [REDACTED]

- p. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$3,543.00.
Dated: November 5, 2004 Recorded: November 5, 2004
Document No: 1749659

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012
Document No: 1959093

- q. Judgment Case: 14TR2438
Docketed: November 11, 2014
Debtor: Emily Aries Soto
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI
Amount: \$213.10

- r. Judgment Case: 14TR2439
Docketed: November 11, 2014
Debtor: Emily Aries Soto
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI
Amount: \$200.50

- s. Judgment Case: 15CV417
Docketed: October 13, 2015
Debtor: Emily A. Soto
Creditor: American Family Mutual Insurance Company, 6000 American Parkway, Madison, WI AND Edward Morgan, 1534 Knoll Crest Drive, Sheboygan, WI
Amount: \$8,726.57
Attorney: John M. Heuer

- t. Judgment Case: 15SC1704
Docketed: December 11, 2015
Debtor: Emily Soto AND Quincy Soun
Creditor: Halle Investments LLC, PO Box 298, Plymouth, WI
Amount: \$4,106.14
Attorney: Basil J. Buchko Jr.

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

LIEN REPORT



First American Title Insurance Company

II

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows.

Finance

City Clerk

APR 28 '16 PM 2:55

Claim # 28.15

NOTICE OF INJURY & CIRCUMSTANCES OF CLAIM
WIS. STAT. § 893.80 (1d) (a)

TO: CITY OF SHEBOYGAN
C/o City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

SHEBOYGAN AREA SCHOOL DISTRICT
C/o DAVID GALLIANETTI, Board President
830 Virginia Avenue
Sheboygan, WI 53081

RANDIE BARROWS
3517 North 6th Street
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on January 14, 2016, at about 9:00 am, Carlos Medina-Fonseca, a minor living with his father at 517 North 15th Street, Sheboygan, WI 53081, was involved in a motor vehicle collision on North 14th Street near the intersection with Pennsylvania Avenue in Sheboygan, WI, all of which is described more fully in detail below.

PLEASE TAKE FURTHER NOTICE that as a proximate result of said incident, Carlos Medina-Fonseca sustained personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

Liability for the injuries is claimed as follows:

The City of Sheboygan, Sheboygan Area School District, on account of its liability for the acts of its agents and/or

employees, and particularly Randie Barrows, who was acting within the scope of his employment at the time of said accident.

At said time and place, Randie Barrows was driving a motor vehicle owned by Sheboygan Area School District. Randie Barrows was eastbound attempting to exit an alley to cross North 14th Street when he collided with the motor vehicle being driven by April Lloyd. As result of this collision, Carlos Medina-Fonseca was injured, causing him to sustain personal injuries, which necessitated medical care and attention.

The said collision was caused by the negligence of the Sheboygan Area School District and the City of Sheboygan, on account of its employee, Randie Barrows, for negligently operating said motor vehicle at and immediately prior to the time of said accident.

Said employee, Randie Barrows, failed to maintain control of the motor vehicle, failed to yield at an intersection, failed to keep a proper lookout, failed to stop to avoid a collision, and drove inattentively at and immediately prior to the time of said collision.

As a proximate result of the above-described negligence, Carlos Medina-Fonseca sustained personal injuries to his lower and mid back, and head, causing him to incur medical bills and expenses, as well as future expenses, and pain and suffering.

DATED at Milwaukee, Wisconsin this 18 day of April, 2016.

BY: _____


JOHN F. MCNALLY

SBW#: 01013701

Attorney for Claimant

P.O. ADDRESS:

633 West Wisconsin Avenue
Suite 2000
Milwaukee, WI 53203
414 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Hausmann-McNally, S.C. on behalf of the claimant, Carlos Medina-Fonseca, at 633 West Wisconsin Avenue, Suite 2000, Milwaukee, WI 53203. (414) 271-5300.

Duly served this 20 day of April 2016
at 1:35 AM, PM UPON Medi
as ~~personal~~ or substituted service
at City Clerks Sheb.
(Street address or location) (City, Town, Village)
Sheboygan County, Wisconsin
by Knitt Title Deputy
Sheboygan County Sheriff's Department

II

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a communication from Alderperson Bohren forwarding an email from Attorney Adams regarding a letter sent to Intermedix.

Inance

City Clerk

三

Richards, Susan

From: Alderperson Jim Bohren
Sent: Tuesday, April 19, 2016 7:40 PM
To: Richards, Susan
Cc: Alderperson Todd Wolf; Romas, Mike; Buss, Nancy; Mayor Vandersteen
Subject: FW: draft letter to Intermedix
Attachments: Intermedix-notice of termination of agreement.doc

Sheboygan City Clerk Sue Richards - Sue

Please include Attorney Adams e-mail to me as a document for the May 2, 2016 Council meeting. Please refer it to the Finance Committee. Thank you.

Alderman Jim Bohren

Serving on the Sheboygan Common Council Since April, 2006.

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

jim.bohren@ci.sheboygan.wi.us

2015 - 2016 Committee Assignments

Public Works Committee

Salaries & Grievances Committee

Capital Improvements Commission

From: Adams, Charles
Sent: Monday, April 18, 2016 6:54 PM
To: Alderperson Jim Bohren
Cc: Buss, Nancy; Romas, Mike
Subject: FW: draft letter to Intermedix

Ald. Bohren—This is the letter that went out. I remembered incorrectly when I said I prepared it for Mr. Amodeo's signature—I signed it and Kathy sent it out from our office. I have not yet received any response.

Thanks,

Chuck Adams

From: Adams, Charles
Sent: Friday, April 08, 2016 10:58 AM
To: Amodeo, James
Cc: Buss, Nancy; Romas, Mike; Butler, Charles
Subject: FW: draft letter to Intermedix

Jim—please review. If you approve, I will have Kathy send it out today.

Nancy/Chuck/Chief—if you have any comments, let me know.

Chuck Adams

April 8, 2016

**CERTIFIED MAIL -
RETURN RECEIPT REQUESTED**

Intermedix Corporation
Attention: Brad Williams, VP & CAO
6451 North Federal Highway
Suite 1000
Fort Lauderdale, FL 33308

Dear Mr. Williams:

Pursuant to the Agreement Between the City of Sheboygan and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation for Ambulance Billing and Related Professional Services, this letter is a notice of an event triggering termination. Paragraph 14.02(b) of the Agreement indicates that "if Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period."

This letter serves as written notice indicating that Intermedix has materially failed to perform the obligation in the Agreement. Specifically, Intermedix has not prepared and submitted initial claims and bills for client promptly upon receipt thereof, has not responded to client inquiry or questions promptly, and has not yet fully provided a system to permit real time electronic look-up access by the client or maintain records in an electronic format readily accessible by the client.

I understand that there have been some discussions back and forth between Intermedix personnel and City personnel. It is my hope that those continued discussions and negotiations will result in Intermedix fully coming into compliance with the Agreement before the 30-day period runs. However, given the

Brad Williams, VP & CAO
April 8, 2016
Page 2

circumstances, the City feels it must protect its interest in properly serving the citizens of the City of Sheboygan and properly billing users of the ambulance service by triggering the termination with cause clause.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA:kah

cc: Chief Mike Romas
Jim Amodeo, Chief Administrative Officer
Nancy Buss, Finance Director
Deputy Chief Charles Butler

II

R. O. No. - 16 - 17. By CITY ATTORNEY. May 2, 2016.

Submitting a Vacant Land Offer to Purchase dated April 15, 2016 on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE.

France

City Attorney

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 15, 2016 [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, Ten Pas Land Holdings, LLC

4 _____, offers to purchase the Property
5 known as [Street Address] vacant land along County Road EE (PIN: 59281-470622)
6 in the City of Sheboygan _____, County of Sheboygan _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 528-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: One Thousand Two Hundred Four and 00/100 _____
9 _____ Dollars (\$ 1,204.00).

10 ■ EARNEST MONEY of \$ N/A _____ accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____

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 OTHER
16 _____

17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: NONE OTHER
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: 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 4:00pm, Tuesday, May 31, 2016 _____ 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 Attorney Charles C. Adams

41 Buyer's recipient for delivery (optional): Attorney Michael J. Bauer of Hopp Neumann Humke LLP

42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

43 Seller: (920) 459-3919 Buyer: (920) 457-8411

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: 828 Center Avenue, Suite 304, Sheboygan, WI 53081

50 Delivery address for Buyer: W2312 Wilson Lima Road, Oostburg, WI 53070, with a copy to Attorney Michael J. Bauer. *

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): Charles.Adams@sheboyganwi.gov

56 E-Mail address for Buyer (optional): mike.bauer@hopplaw.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.

* Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, WI 53081

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
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.

308 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: merging parcel with adjacent
307 parcel owned by Buyer to provide adjacent parcel with ingress and egress to Weeden Creek Road. See paragraph 3 of Addendum A.

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 _____ 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.

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: _____

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. _____ Seller

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 _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within 45 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.

* 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**

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: NONE OTHER

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 NONE OTHER

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 (Seller's) ~~(Buyer's)~~ **STRIKE**
433 **ONE** ("Seller's" if neither stricken) 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 15 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.

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 15 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 15 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.

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 _____
460 _____
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.

468 If **Buyer defaults**, Seller may:

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
508 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.

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] Attorney Michael J. Bauer of Hopp Neumann Humke LLP

536 _____ on April 11, 2016
CITY OF SHEBOYGAN

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► By: _____ Date ▲ _____

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ 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.**
TEN PAS LAND HOLDINGS, LLC

546 (x) Ray C. Ten Pas _____ 4-15-2016
547 Seller's Signature ▲ Print Name Here ► By: Ray Ten Pas, Member _____ 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
to Vacant Land Offer to Purchase
(City of Sheboygan / Ten Pas Land Holdings, LLC)

1. **Rezoning.** This Offer is contingent upon Seller, at Seller's expense, to obtain rezoning of the Property from Suburban Industrial to Suburban Commercial.

2. **Survey Contingency.** The obligation of the Buyer to complete this transaction is contingent on Seller obtaining at Seller's expense and with Seller's cooperation, a current survey of the Property by a registered land surveyor sufficient to remove standard title insurance exceptions. If such survey reveals any encroachments or improprieties with the legal description, Buyer may, at their option, allow Seller reasonable time to correct any deficiencies, or may declare this Offer null and void. This contingency is deemed waived unless Buyer, at least ten (10) days before closing, notifies Seller of problems with the survey or legal description and provides a copy of the survey.

3. **Conveyance of Title.** At the time of closing, Buyer agrees that this parcel of land is to be merged with the adjacent parcel (PIN: 59281-470620) currently owned by Buyer pursuant to § 2.4 D(2) of the City of Sheboygan Subdivision Code and shall thereafter be considered as one parcel. All further descriptions will describe the premises as one unit.

III

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a communication from Matt Elliott, CEO of Special Operations Detective Agency, stating concerns regarding the parking situations which are occurring in front of his office at 1517 S. 12th St.

pp+5.

City Clerk

三



Security Arts Corporation d.b.a.
Special Operations Detective Agency
1517 S. 12TH Street / Sheboygan, WI 53081
Ph: 920-457-9008
specialopsk9unit@sbcglobal.net
www.special-operations.com

Special Operations Detective Agency

April 21, 2016

City of Sheboygan
Alderman Billy Thiel
1703 N. 37th Street
Sheboygan, Wisconsin 53083

To whom it may concern:

As CEO and Chief of the Security Arts Corporation, d.b.a. Special Operations Detective Agency, I need to address a concern regarding the parking situations which are occurring in front of my office at 1517 S. 12th Street Sheboygan, Wisconsin.

On Thursday April 14th, 2016 at about 2:20pm, my Mobile Shredding truck was returning, being driven by one of my drivers. At which time both sides of the entrance to my driveway were blocked by vehicles illegally parked. Meaning that both vehicles were less than four feet front the left and right (North & South) of the entrance to my driveway, making it difficult for my driver to enter our driveway and causing my driver to make contact with the front of the vehicle bumper parked to the south of the driveway, with my drivers truck rear tire.

My driver had to bear to the south (right) as the vehicle on the left (north) had their tailgate down, further blocking the entrance to my drive way. **(Photo's Attached)**. One vehicle was cited for illegal parking the other vehicle parked to the North had already left before the police arrived.

In addition when vehicles are parked illegally or legally and blocking my entrance to the driveway, it makes it very difficult for my vehicles to also exit. As the parked vehicles are blocking the view of oncoming traffic to the North as well as the South. When it's a large van or box truck illegally or legally parked it is impossible to see vehicles coming from the South around the sight turn on 12th Street going north, as well as vehicles coming from the North.

Could "No Parking" signs or curb markings be put in place to prevent vehicles from blocking my driveway. These events are happening on a regular basis, from different events at AL & Al's, the Funeral Home, Sundance Saloon and the new JSM Bead Coop which just opened last Friday, next door to my building.



April 21, 2016
Page 2

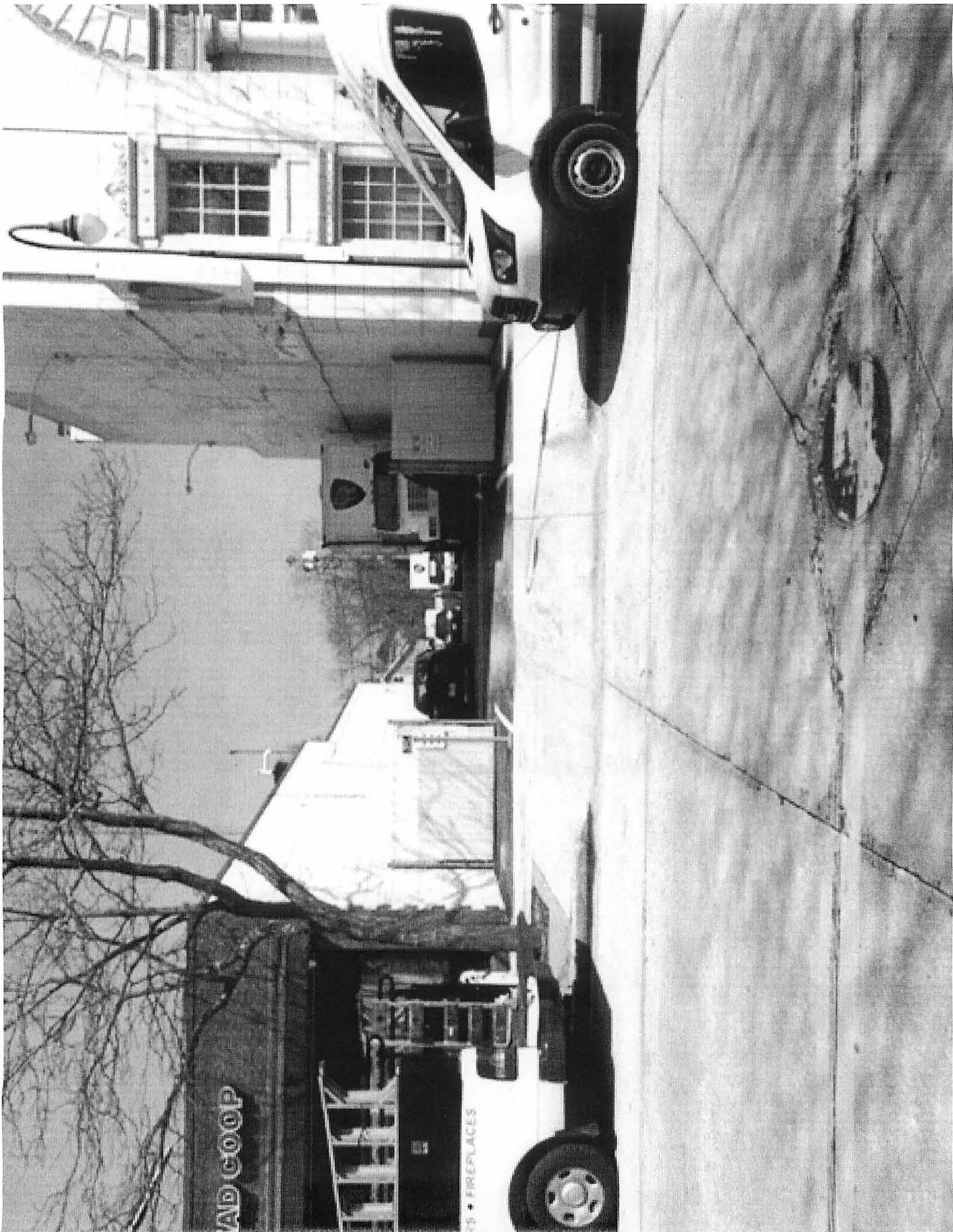
Sincerely,

Matt Elliott CEO, Chief, KM, RM.
Security Arts Corporation
d.b.a. Special Operations Detective Agency

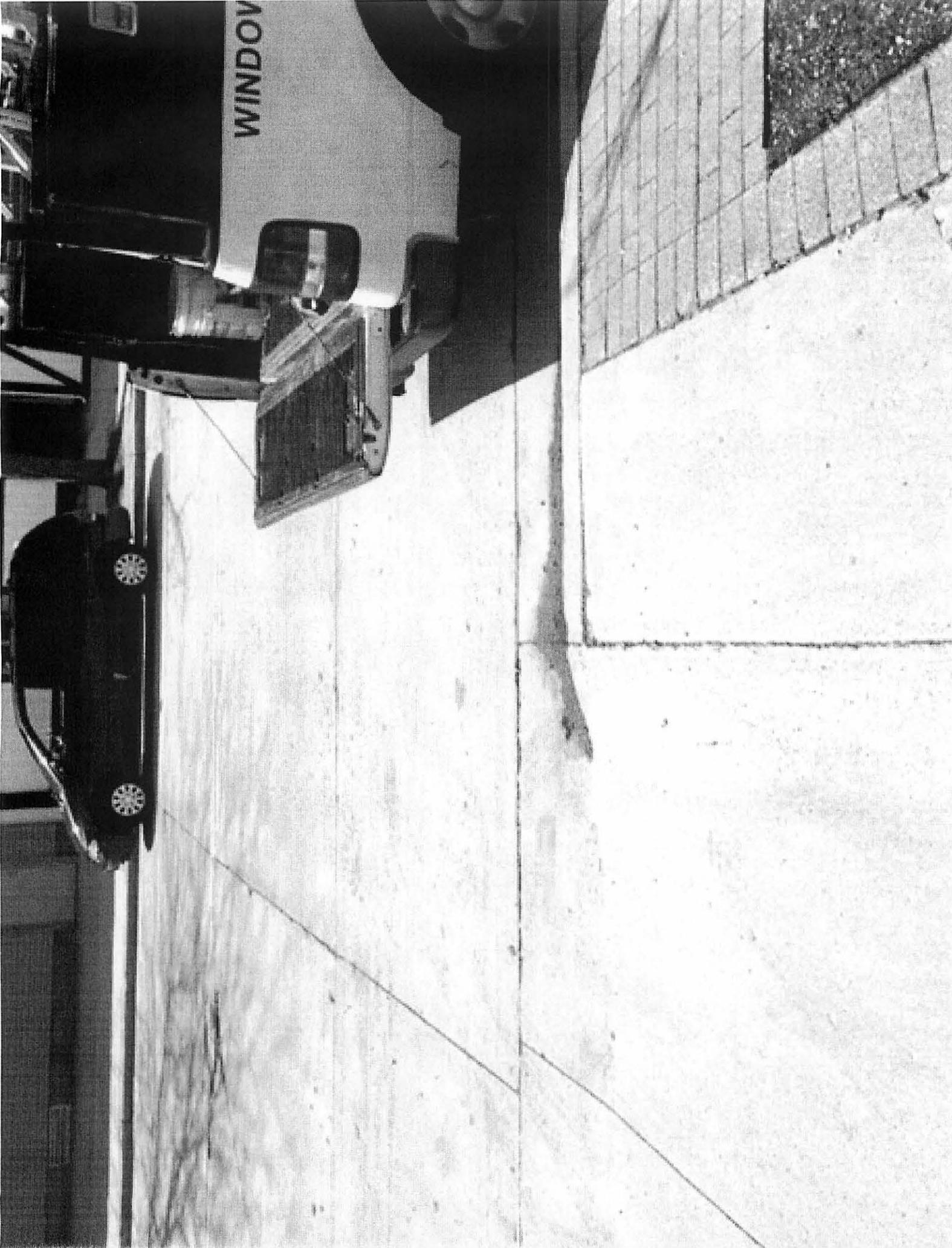
cc:
Alderman Billy Thiel
Alderman Mark Hermann
SODA File

Attachments (5 Photo's)

Here to Serve & Protect











II

R. O. No. _____ - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Benjamin Baumann requesting a waiver from the Sex Offender Residency restrictions in order to be placed at 1123/1125 N. 14th St. or 930A Michigan Ave., based on availability.

pp+5.

City Clerk

APR 26 '16 PM 3:40

Scott Walker
Governor

Jon E. Litscher
Secretary



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

State of Wisconsin
Department of Corrections

April 26, 2016

To whom it may concern:

The Department of Corrections, on behalf of Benjamin Baumann (DOC # 531745...DOB: 6/4/1991), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Baumann is slated to be released from DOC's *Sturtevant Transitional Facility*, on May 25th, 2016. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th Street or 930A Michigan Avenue, based on availability.

Respectfully,

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

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

II

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a communication from Travis Gandy requesting a waiver to the Sex Offender Residency restrictions in order to live at 1805 Geele Ave.

pp+s

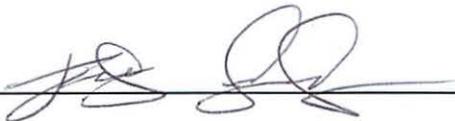
City Clerk

Date: 4-19-16

My name is: Travis Gandy

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

1805 Gecke

Signature:  _____

Phone Number: 920-889-2986

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.

II

R. O. No. - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a communication from Alan Willis Call requesting a waiver from the Sex Offender Residency restrictions in order to live at 2605A S. 8th St.

PP & S.

City Clerk

28'16 PM 1:49

APR 28'16 PM 1:49

Date: 4-28-16

My name is: Alan Willis Call

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

Alan Willis Call
2605 A So. 8th Str.
Sheboygan, Wisconsin 53081

Signature: Alan Call

Phone Number: 1-920-452-4081 my sons number

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.

II

R. O. No. - 16 - 17. By PURCHASING AGENT. May 2, 2016.

Submitting a tabulation of bids for Bid # 2396-16 for the 2016 Concrete Sidewalk Replacement Program.

Klunck Masonry LLC, Sheboygan WI	\$ 77,660.00
Marvin Gleason Construction, Franksville WI	\$ 96,570.00

The Bid submitted by Klunck Masonry, LLC of Sheboygan meets or exceeds all requirements as set forth in the bid package.

Therefore, the recommendation is to award the contract to Klunck Masonry, LLC

Sub Wks.

Respectfully Submitted

**Bernard Rammer
Purchasing Agent**

II

R. O. No. - 16 - 17. By PURCHASING AGENT. May 2, 2016.

Submitting a tabulation of bids for Bid # 2398-16 for the 2016 Sewer Lining and manhole re-sealing project.

Michel's Pipeline Construction, Brownsville, WI	\$ 557,432.30
Insituform Inc., Chesterfield, MO	\$ 391,936.62
Terra Engineering Inc., Madison, WI	\$ 385,047.70
Visu-Sewer Inc., Pewaukee, WI	\$ 371,537.95

A review of the bids submitted has determined that the low bid submitted by Visu-Sewer Inc. of Pewaukee WI exceeds all requirements and related specifications.

It is recommended that the contract be awarded to Visu-Sewer Inc. in the amount of \$371,537.95

Pub. Wks.

Respectfully Submitted

**Bernard Rammer
Purchasing Agent**

III

Res. No. _____ - 16 - 17. By Alderperson Wolf. May 2, 2016.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the State of Wisconsin Local Government Property Insurance Fund significantly increased the premiums for coverage and the Common Council approved cancellation of the policy effective June 1, 2016, and

WHEREAS, the Municipal Property Insurance Company (MPIC) was formed by three municipal insurance companies - Wisconsin Municipal Mutual Insurance Company, Cities and Villages Mutual Insurance Company, and the League of Wisconsin Municipal Mutual Insurance Company to provide a stable, long term solution for property insurance for Wisconsin local government entities, and

WHEREAS, the quote received from the Municipal Property Insurance Company is very reasonable.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Municipal Property Insurance Company (MPIC) to provide building and property insurance coverage at a cost of \$108,504 for the period June 1, 2016 through May 31, 2017.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res No. _____ - 16 - 17. By Alderperson Wolf. May 2, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for 2016 Sidewalk and Mini Storm Sewer Projects:

Capital Projects Fund	Capital Projects Fund	
Unreserved Fund Balance	Sidewalks	
400-253000	40033190-631300	\$100,000
	Mini-Storm Sewers	
	40033150-631500	\$50,000

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 16 - 17. By Alderperson Thiel. May 2, 2016.

A RESOLUTION amending Res. No. 76-15-16, which established an Emergency Planning and Preparedness Committee, so as to modify the membership of that committee.

WHEREAS, the City Administrator would play an important role in case of an emergency; and

WHEREAS, the current City Administrator has undergone various levels of emergency planning and preparedness training.

NOW, THEREFORE, BE IT RESOLVED: That the committee shall be comprised as follows:

Voting Members:

- Mayor
- Deputy Fire Chief
- Police Captain of Administration
- City Administrator
- City Attorney
- Superintendent of Streets and Sanitation
- Director of Parking and Transit
- Director of Human Resources and Labor Relations
- Information Technology Director
- Wastewater Treatment Plant Superintendent
- Water Utility Superintendent

Non-Voting Members:

- Sheboygan County Emergency Government Director
- Health Officer for the Sheboygan County Division of Public Health

PP+S.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 16 - 17. By Alderperson Belanger. May 2, 2016.

An amended PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

- S. 17th St. from 120 feet south of Arizona Ave. to Maryland Ave.
- N. 6th St. from Niagara Ave. to Superior Ave.
- Saemann Ave. from Calumet Dr. to N. 21st St.

WHEREAS, Resolution 172-15-16 was approved by the common council, providing for resurfacing on, among other streets, S. 17th Street from Arizona Ave. to Maryland Ave., at the expense of the property to be benefited thereby; and

WHEREAS, for the work to be done properly, resurfacing work will need to begin 120 feet south of Arizona Ave.

NOW, THEREFORE, BE IT RESOLVED: That Resolution 172-15-16 is hereby amended to provide that the resurfacing on S. 17th St from 120 feet south of Arizona Ave. to Maryland Ave. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.54(3), Stats. All remaining provisions of said Resolution shall remain in full effect.

Pub. Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. May 2, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into a contract for the 2016 Concrete Sidewalk Replacement Program.

WHEREAS: On an annual basis the Sheboygan Department of Public Works contracts for the replacement of broken concrete sidewalks within the City based upon need. For 2016 approximately 9,000 square feet of sidewalks have been identified as being in need of replacement.

WHEREAS: The Purchasing Agent was directed to put the 2016 Concrete Sidewalk Construction Program to public bid. Two bids were received in response to bid # 2396-16. The low bid has been determined to meet all of the specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Klunck Masonry LLC of Sheboygan for the 2016 Concrete Sidewalk Replacement Program.

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to draw funds on account #40033190-631300 in payment of same.

Pub. 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

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. May 2, 2016.

A RESOLUTION authorizing the appropriate City officials to execute an agreement between the City of Sheboygan and Milk Specialties Company (d/b/a Milkspecialties Global) regarding the delivery of whey processing waste product to the Waste Water Treatment Plant.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Agreement in form substantially similar to the attached.

Pub. Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT

BETWEEN
THE CITY OF SHEBOYGAN
AND
MILK SPECIALTIES COMPANY
d/b/a MILKSPECIALTIES GLOBAL

Whey Processing Delivery

THIS AGREEMENT is entered into and is effective as of the ___ day of _____, 2016, by and between THE CITY OF SHEBOYGAN, a public entity, herein called "CITY" and MILK SPECIALTIES COMPANY, d/b/a MILKSPECIALTIES GLOBAL a Delaware corporation, herein called "MSG."

WITNESSETH

WHEREAS, the CITY owns and operates a wastewater treatment facility located in Sheboygan, Wisconsin, generally referred to as the Sheboygan Regional Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the CITY has excess treatment capacity and is currently receiving whey processing waste product from MSG at the WWTP; and

WHEREAS, MSG is interested in delivering a targeted amount of its whey processing waste product to the CITY over a five year period.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the CITY and MSG hereby agree as follows:

1. Scope of Services. Milk Specialties Global, Inc. (MSG) agrees to undertake commercially reasonable efforts to furnish a targeted number of loads of non DAF or Ditch high strength waste (HSW) from their whey processing facilities in Fond du Lac and Adell, Wisconsin to the Sheboygan Regional WWTP. The targeted number of loads of non DAF or Ditch HSW would be an average of six to seven, 6,000 gallon truck loads per day or 252,000 – 294,000 gallons per week. The non DAF or Ditch HSW would be transported, with the exception of any day MSG is unable to do so for reasons known or unknown. To the extent feasible MSG shall give CITY prior notice of deliveries that will be greater than 294,000 gallons per week or greater than 7 trucks per day.

The CITY agrees to provide treatment and disposal services for six to seven, 6,000 gallon truck loads per day or 252,000 – 294,000 gallons per week, of MSG's non DAF or Ditch high strength waste (HSW) from their whey processing facilities in Fond du Lac and Adell, Wisconsin. The non DAF or Ditch HSW will be accepted and treated by the WWTP, with the exception of any day that acceptance of the HSW will adversely impact the WWTP facility and its processes and/or cause the WWTP to violate any regulations.

2. Compensation. Both parties do hereby agree that there will be no disposal fee charged for the mutually agreeable targeted volume of non DAF or Ditch HSW and that the transportation costs of the non DAF or Ditch HSW to the WWTP are the complete responsibility of MSG during the Term (defined hereinafter).

The actual gallons delivered will be determined by the City's flow meter at the receiving station where the HSW is discharged to the WWTP. The CITY will provide a monthly summary of the daily deliveries including volumes with monthly totals to MSG.

3. Effective Date. This Agreement is effective as of the date first written above.
4. Termination or Suspension. Either the CITY or MSG may terminate this Agreement immediately *for cause* or upon its determination that continued performance of this Agreement would adversely affect its adherence to regulatory requirements, including but not limited to compliance with the Wisconsin Department of Natural Resources ("WDNR"). This Agreement may be suspended, rather than terminated, only upon the advanced written mutual consent.

The CITY may terminate this Agreement *without cause* upon thirty days' written notice if in its sole discretion it determines either of the following conditions exists:

- a. Continued performance of this Agreement would adversely affect the operation of the CITY's treatment plant, or
- b. The approval of the Agreement and/or the Agreement itself is challenged in court under any provision of law.

MSG may terminate this Agreement without cause upon thirty days' written notice if in its sole discretion it determines either of the following conditions exists:

- a. Continued performance of this Agreement would adversely affect the operation of MSG's manufacturing facility located in Adell, Wisconsin;
- b. MSG intends to cease the generation of the waste stream described above.

5. Release of Information. MSG agrees to maintain in confidence, and not disclose to any person or entity without the CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the CITY. MSG further agrees to maintain in confidence and not to disclose to any person or entity any data, information, technology, or material developed or obtained by the CITY during and under the term of this Agreement.

The CITY agrees to maintain in confidence, and not to disclose to any person or entity without MSG's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of MSG, to the extent allowed by law. The covenants contained in this paragraph 5 shall survive the termination of this Agreement for whatever cause.

The CITY solely owns all anaerobic digester process data and can publish these data and use these data for any purpose at the CITY's sole discretion. For example, such use may include, but not be limited to, the CITY's use of such data to obtain any patents or other rights to intellectual property.

6. Designation of Personnel. MSG agrees that all activities performed by MSG under this Agreement shall be performed under the direction of MSG's Director of Operations, having an office located in its manufacturing facility located in Fond du Lac, Wisconsin, or such other person as MSG shall so designate in writing. The CITY contact throughout the period of the Agreement shall be the WWTP Superintendent.
7. Independent Contractor. MSG is an independent contractor and not an employee or agent of the CITY. MSG expressly warrants that it will not represent that it is an employee or agent of the CITY.
8. Mutual Indemnification. MSG and the CITY shall each defend, indemnify, and hold harmless the other and its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement, except for loss caused by the sole negligence of the other party, its directors, officers, agents or employees.
9. Insurance. MSG shall take out and maintain during the life of the Agreement all the insurance required by the CITY's Municipal Code Section 122-340 and shall submit certificates for review and approval by the CITY. MSG shall not deliver any waste product to the CITY's WWTP until such insurance has been approved by the CITY. The certificates shall be on forms approved by the CITY. Acceptance of the certificates shall not relieve MSG of any of the insurance requirements, nor decrease the liability of MSG. The CITY reserves the right to require MSG to provide insurance policies for review by CITY.
10. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Sheboygan Regional WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attn: WWTP Superintendent

Milk Specialties Global
325 Tompkins Street
Fond du Lac, WI 54935
Attn: Director of Operations

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

11. Entire Agreement and Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral, between the parties relating to the subject matter of this Agreement and also superseding the terms set forth on any purchase order issued in connection with this Agreement.

12. **No Assignment or Modifications.** This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are unique and, except as provided herein, MSG shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of the CITY. This Agreement may be modified only by a written amendment signed by both parties.
13. **No Waiver.** Either party's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. Either party's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
14. **No Discrimination.** There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this Agreement. MSG shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. If MSG is determined to be in violation of this section MSG shall be deemed to be in material breach of this Agreement.
15. **Force Majeure.** Neither the CITY nor MSG shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, labor unrest, Government restrictions (including the denial, cancellation, or material alteration of any necessary permits), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
16. **Term.** Unless terminated pursuant to Article 4 herein, this Agreement shall expire five years from the date of this agreement.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF SHEBOYGAN

By: _____
Mayor

Date _____

Approved As to Form

By: _____
City Clerk

Date _____

**MILK SPECIALTIES COMPANY
d/b/a MILK SPECIALTIES GLOBAL**

By: _____

Date _____

Its: _____

III

Res. No. _____ - 16- 17. By Alderperson Belanger. May 2, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into a contract for the 2016 Sewer Lining and Manhole Sealing project.

WHEREAS: The City of Sheboygan will be contracting for the repaving of several street sections in 2016. In preparation for this repaving, the associated sanitary sewer lines and specific storm sewer lines have been identified to be in need of re-lining and the manholes in need of resealing.

WHEREAS: The Purchasing Agent was directed to put the re-lining and re-sealing work out to public bid. Four bids were received in response to bid # 2398-16. The low bid has been determined to meet all of the specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Visu-Sewer Inc. of Pewaukee WI in the amount of \$ 371,537.95

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to draw funds on account # 60134110-521900 in payment of same.

Pub. 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

VII

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. May 2, 2016.

Your Committee to whom was referred, pursuant to R. C. No. 375-15-16 by Law and Licensing and R. O. No. 311-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Beverage Operator's License application #1058 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

reg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. May 2, 2016.

Your Committee to whom was referred, pursuant to R. C. No. 375-15-16 by Law and Licensing and R. O. No. 311-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Taxicab Driver License application #0465 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

reg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. May 2, 2016.

Your Committee to whom was referred, pursuant to R. C. No. 375-15-16 by Law and Licensing and R. O. No. 311-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Taxicab Driver License application #1032 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

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

R. C. No. - 16 - 17 . By PUBLIC PROTECTION AND SAFETY. May 2, 2016.

Your Committee to whom was referred Gen. Ord. No. 57-15-16 by Alderperson Thiel removing the stop signs at the northwest and southeast corners of Wisconsin Ave. and N. 7th St.; recommends that the Ordinance be referred to Public Protection and Safety.

PP&S.

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~~

7.4

Gen. Ord. No. 57 - 15 - 16. By Alderperson Thiel. April 6, 2016.

AN ORDINANCE removing the stop signs at the northwest and southeast corners of Wisconsin Avenue and North 7th Street.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs," stop signs shall be removed, therefore not requiring northbound and southbound traffic on North 7th Street to stop at the intersection of North 7th Street and Wisconsin Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs located at the northwest and southeast corners of Wisconsin Avenue and North 7th Street to give notification of the aforementioned change.

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.

*PP & S.
approve May 2nd.*

B. Thiel

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. - 16 - 17 . By Alderpersons Lessard, Draughon, Hermann, Hou-Seye and Trester. May 2, 2016.

AN ORDINANCE amending Section 10-65 of the City of Sheboygan Municipal Code so as to add additional exceptions to the restriction banning Class "B" licenses from being issued to premises where business other than the sale of fermented malt beverages is conducted.

WHEREAS, the State of Wisconsin has amended state statute to provide that movie theaters and painting studios are eligible for Class "B" Fermented Malt Beverage licenses.

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

Section 1. Section 10-65 of the Sheboygan Municipal Code, entitled "Limitations on other business; Class "B" premises," is amended so as to create subsections (7) and (8) as follows:

"Sec. 10-65. *Limitations on other business; Class "B" premises.*

. . . .

(7) A movie theater.

(8) A painting studio."

! suspend

! Ord pass.

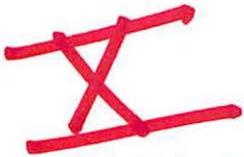


Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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



7.2

Gen. Ord. No. - 16 - 17 . By Alderperson Belanger. May 2, 2016.

AN ORDINANCE repealing and recreating Section 122-3 of the City of Sheboygan Municipal Code, relating to the occupancy of public rights-of-way by utilities.

WHEREAS, pursuant to §182.017(1r), Wis. Stats., a public utility may, subject to certain provisions of the Wisconsin Statutes and to reasonable regulations made by any municipality through which the public utilities' transmission lines or systems may pass, construct and maintain such lines or systems with all necessary appurtenances in, across or beneath any public highway or bridge; and

WHEREAS, pursuant to §196.58(1r), Wis. Stats., the Common Council may determine by ordinance the terms and conditions upon which a public utility may be permitted to occupy the streets, highways or other public places within the City of Sheboygan; and

WHEREAS, the Common Council has considered, and desires to hereby establish, the terms and conditions for occupancy of the public rights-of-way within the City; and

WHEREAS, the Common Council has determined that erection and maintenance of utility poles (including, but not limited to telephone, cable television, electric light and power poles), wires and appliances in the streets, alleys and public places of the city within the district described as Eighth Street from the south line of Indiana Avenue to the north line of Superior Avenue is dangerous to life and property and would obstruct and incommode the public use of such streets;

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

Section 1. Section 122-3 of the Sheboygan Municipal Code is hereby repealed and recreated so as to read as follows:

"Sec. 122-3. *Occupancy of public rights-of-way by utilities.*

(1) *General Provisions.*

(a) *Purpose and Findings.* In the exercise of governmental functions, the City of Sheboygan has priority over all other uses of the public rights-of-way. The City desires to anticipate and minimize the number of obstructions, degradation, and excavations taking place to regulate the placement of facilities in the rights-of-way to ensure that the rights-of-way remain available for public services and are

Pub. Works.

safe for public use, and to ensure that facilities are timely maintained, supported, protected or relocated to accommodate reconstruction or repairs. The taxpayers of the City bear the financial burden for the upkeep, maintenance and reconstruction of the rights-of-way and a primary cause for the early and excessive deterioration of its rights-of-way is the frequent excavation by persons who locate facilities therein.

The City finds increased use of the public rights-of-way results in increased costs to the taxpayers of the City and that these costs are likely to continue into the foreseeable future.

The City finds that the above-ground use of public rights-of-way creates special and unique public health, safety, and general welfare concerns for the City, including, but not necessarily limited to, traffic safety, sight-line and vision triangle issues, break-away design consistent with other public utility pole or structure requirements, public snow plowing and snow storage, property access and public parking, obstruction to municipal Police, Fire, and Rescue Services, and related issues.

The City finds that the erection and maintenance of utility poles (including, but not limited to telephone, cable television, and electric light and power poles), wires and appliances in the streets, alleys and public places of the City within the district described as Eighth Street from the south line of Indiana Avenue to the north line of Superior Avenue is dangerous to life and property and to obstruct and incommode the public use of such streets and is hereby declared to constitute a nuisance.

The City finds that delays by occupants of the rights-of-ways in maintaining, supporting, protecting or relocating facilities, if they impact public construction projects, have the potential to significantly increase public works project costs borne by the taxpayers. Moreover, the City finds that some right-of-way occupants have a history of delays and non-responsiveness.

The City finds that right-of-way, by definition, is limited in area, use, and availability, and, as a result, requires regulation and limitation of use and occupancy, subject to all applicable state, federal, and constitutional laws and

regulations and the provision of all necessary utility services to the public.

The City finds that occupancy and excavation of its rights-of-way causes costs to be borne by the City and its taxpayers, including but not limited to:

1. Administrative costs associated with public right-of-way projects, such as registration, permitting, inspection and supervision, supplies and materials.
2. Management costs associated with ongoing management activities necessitated by public right-of-way users.
3. Repair or restoration costs to the roadway associated with the actual excavation into the public right-of-way.
4. Degradation costs defined as depreciation caused to the roadway in terms of decreased useful life due to excavations in the public right-of-way.

In response to the foregoing facts and findings, the City hereby adopts this ordinance relating to access to, administration of, and permits to excavate, obstruct and/or occupy the public rights-of-way. This ordinance imposes reasonable regulations on the placement and maintenance of equipment currently within its rights-of-way or to be placed therein in the future. It is intended to complement the regulatory roles of state and federal agencies.

The purpose of this ordinance is to provide the City a framework within which to regulate and manage the public rights-of-way, and to provide for recovery of the costs incurred in doing so. This ordinance provides for the health, safety and welfare of the residents of the City as they use the right-of-way of the City, as well as to ensure the structural integrity of the public rights-of-way.

- (b) *Definitions.* The following definitions apply in this ordinance. References hereinafter to "sections" are, unless otherwise specified, references to sections in this ordinance. Defined terms remain defined terms whether or not capitalized.

"Applicant" means any person requesting permission to excavate, obstruct and/or occupy a right-of-way.

"Degradation" means the decrease in the useful life of the paved portion of the right-of-way, excluding the sidewalk right-of-way, caused by an excavation of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur.

"Department" means the Department of Public Works of the City.

"Emergency" means a condition that (1) poses a clear and immediate danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement in order to restore service to a customer.

"Engineer" means the City Engineer or his/her designee.

"Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

"Facilities" means all equipment owned, operated, leased or subleased in connection with the operation of a public service or utility service, and shall include, but is not limited to, poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.

"In", when used in conjunction with "right-of-way", means over, above, within, on or under a right-of-way.

"Local representative" means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this ordinance.

"Municipal Code" means the Municipal Code of the City of Sheboygan, as amended.

"Obstruct" means to place any object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

"Permittee" means any person to whom a permit to occupy, excavate or obstruct a right-of-way has been granted under this ordinance or under Chapter 110, Municipal Code.

"Person" means corporation, company, association, firm, partnership, limited liability company, limited liability

partnership and individuals and their lessors, transferees and receivers.

"Prequalified Contractor" means a contractor approved by the Department on an annual basis to work in the right-of-way.

"Public Utility" has the meaning provided in § 196.01(5), Wis. Stats.

"Registrant" means any person who has registered with the City to have its facilities located in any right-of-way.

"Repair" means to perform construction work necessary to make the right-of-way useable for travel or its intended use according to Department specifications, or to restore equipment to an operable condition.

"Restore" means the process by which the excavated right-of-way and surrounding area, including pavement and foundation, is reconstructed to Department specifications.

"Right-of-Way" means the surface and space above and below an improved or unimproved public roadway, highway, street, bicycle lane and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes.

"City" means the City of Sheboygan, Wisconsin, a municipal corporation.

- (c) Administration. The Engineer or his/her designee is responsible for administration of the rights-of-way and the permits and ordinances related thereto including, but not limited to, §110-102 and §110-242 of the Municipal Code.

(2) *Registration for Right-of-Way Occupancy.*

- (a) Each person who has, or seeks to have, facilities located in any right-of-way shall register with the Department and pay the fee set forth in Section (4). Registration will consist of providing application information and paying a registration fee. This section shall not apply to those persons who have facilities in the right-of-way pursuant to a franchise or other agreement.
- (b) No person may construct, install, maintain, repair, remove, relocate or perform any other work on, or use any equipment or

any part thereof in any right-of-way unless that person qualifies as a registrant, is registered with the Department, or is a prequalified contractor.

- (c) Nothing herein shall be construed to repeal or amend the provisions of a City ordinance requiring persons to plant or maintain the parkway in the area of the right-of-way between their property and the street curb or pavement, construct sidewalks or driveways or other similar activities. Persons performing such activities shall not be required to obtain any permits under this ordinance.
- (3) *Registration Information.* The information provided to the Department at the time of registration, in order to qualify as a registrant, shall include, but not be limited to, the following:
- (a) Each registrant's name, Diggers Hotline registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.
 - (b) The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.
 - (c) A certificate of insurance on a form prescribed by the Department.
 - (d) If the registrant is a corporation, an LLC or LLP, a copy of any certificate required to be filed under Wisconsin Statutes as recorded and certified by the Secretary of State.
 - (e) A copy of the registrant's certificate of authority from the Wisconsin Public Service Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.
 - (f) Execution of an indemnification agreement in a form prescribed by the Department.
 - (g) The registrant shall keep all of the information listed above current at all times by providing to the Department information as to changes within fifteen (15) working days

following the date on which the registrant has knowledge of any change.

- (4) *Registration Fee.* The Department shall charge an annual Registration Fee in an amount of \$50 to recover the costs incurred by the City for processing and updating registration information.
- (5) *Reporting Obligations.* It is in the best interests of all affected parties to attempt to coordinate construction in the public right-of-way whenever it is reasonably possible. Therefore, periodic reporting by the registrant of known construction plans will be useful to achieve this objective.
 - (a) Every registrant shall, at the time of registration and no later than January 1 of each year, file a construction and major maintenance plan with the Department. The Department shall make available at the time of registration, if known and approved, the Department's construction and major maintenance plan. The registrant's plan and the Department's plan shall be submitted on a form prescribed by the Department and shall contain the information determined by the Department to be necessary to facilitate the coordination and reduction in the frequency of excavations of rights-of-way. The plan shall include, but shall not be limited to, the following information:
 1. The locations and the estimated beginning and ending dates of all projects planned to be commenced during the next calendar year; and
 2. The tentative locations and estimated beginning and ending dates for all projects contemplated for the two years following the next calendar year.
 - (b) By February 1 of each year, the Department will have available for inspection in its office a composite list of all projects of which the Department has been informed in the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.
 - (c) Thereafter, by February 15, each registrant may change any project in its list and must notify the Department of all such changes in said list. The Department will make all such changes available for inspection in its office. Notwithstanding the foregoing, a registrant may at any time join in a project of another registrant listed by the other

registrant or undertake any maintenance project not listed in registrant's plan.

(6) *Permit to Install, Excavate, or Otherwise Occupy Right-of-Way Required.*

(a) *Permit Required.* Except as otherwise provided in this ordinance or the Municipal Code, no person shall install facilities, excavate, or otherwise occupy any right-of-way without first having obtained a permit for same from the Department. A copy of any permit issued under this ordinance shall be made available at all times by the Permittee at the indicated work site and shall be available for inspection by the Department upon request.

(b) *Permit Application.* Application for a permit shall be made to the Department. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

1. Registration and qualification as a registrant with the Department if required by this ordinance.
2. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities that are part of applicant's proposed project.
3. Payment of all money due to the City for all of the following:
 - a. applicable permit fees and costs as set forth below;
 - b. subject to subsection (6)(b)4., unpaid fees or costs due for prior excavations;
 - c. subject to subsection (6)(b)4., any loss, damage, or expense suffered by the City because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the City.
4. The Department shall not deny an applicant an excavation permit because of a dispute between the City and the applicant related to subsection (6)(b)3.a. or c. if:

- a. the dispute has been adjudicated in favor of the applicant; or
 - b. the dispute is the subject of any appeal filed by the applicant and no decision in the matter has as yet been rendered.
- (7) *Installation/Excavation/Occupancy Permit Fee.* The Permit Fee shall be established by the Department in an amount sufficient to recover the costs incurred by the City. This fee shall recover administrative and inspection costs, and excavation fees per \$110.244, Sheboygan Municipal Code. Payment of said fees shall be collected prior to issuance of the permit. However, the Engineer may, with the advice and consent of the Administrative Services Director, establish a fee collection process from governmental agencies and private utilities in order to expedite the permitting system and recognize that certain excavations are deemed emergencies.
- (a) *Waiving of Fees.* Fees shall not be waived unless the work involved is a direct result of the Engineer's demand that facilities owned by a utility be removed or relocated or unless waived by the Common Council upon review of the Engineer's decision.
 - (b) *Fee Schedule.* The minimum fee for each excavation permit for a single address shall be as set forth in \$110.244, Sheboygan Municipal Code. This permit fee shall be in addition to any forfeiture provided elsewhere in the Municipal Code.

For those permit applications which provide for a substantial undertaking of excavation within the public right-of-way attended by disruption of the general public and traffic, the Engineer is authorized to assess the actual cost of the City employee's time engaged in the review and inspection of the anticipated work, multiplied by a factor determined by the respective department to represent the City's cost for statutory expense, benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, said factor not to exceed 2.0, plus the cost of mileage reimbursed to City employees which is attributed to the work, plus all consultant fees associated with the work at the invoiced amount plus ten percent (10%) for administration.

- (c) *City Exemption.* The City and its contractors shall not pay degradation fees for excavations due to general government functions.

- (d) Permit fees paid for a permit that the Department has revoked are not refundable.

(8) *Right-of-Way Repair/Restoration.*

- (a) The Permittee shall be required to repair the public right-of-way to Department specifications, subject to inspection and acceptance by the Department. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. The Department shall inspect the area of the work and accept the work when it determines that proper repair has been made, per specifications of the Department.
- (b) *Guarantees.* The Permittee guarantees its work and shall maintain it for thirty-six (36) months following its completion. During this period it shall, upon notification from the Department, correct all work to the extent necessary, using the method required by the Department. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Department, not including days during which work cannot be done due to circumstances constituting force majeure.
- (c) *Failure to Repair/Restore.* If the Permittee fails to repair/restore the right-of-way in the manner and to the condition required by the Department, or fails to satisfactorily and timely complete all work required by the Department, the Department at its option may do such work. In that event the Permittee shall pay to the City, within thirty (30) days of billing, the cost of repairing/restoring the right-of-way.

(9) *Inspection.*

- (a) *Notice of Completion.* When the work under any permit hereunder is begun and completed the Permittee shall notify the Department.
- (b) *Site Inspection.* Permittee shall make the work site available to the Department and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

- (c) *Authority of Department.* At the time of inspection the City may order the immediate cessation of any work which poses a threat to the life, health, safety or well-being of the public. The City may issue an order to the registrant or Permittee for any work that does not conform to applicable City standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the registrant or Permittee shall present proof to the Department that the violation has been corrected. If such proof is not presented within the required time, the Department may revoke the permit pursuant to Section (12).
- (10) *Ongoing Management Fees.* The cost of trimming trees around facilities is an ongoing expense to the City. Such costs will be determined and a fee to offset costs may be assessed against permit holders in the future.
- (11) *Erection of Poles in Certain Areas Prohibited.* The erection and maintenance of telephone, cable television, telegraph, electric light and power poles, wires and appliances in the streets, alleys and public places of the city within the district described as Eighth Street from the south line of Indiana Avenue to the north line of Superior Avenue is prohibited and shall constitute a nuisance. However, any firm or corporation having previously legally erected telephone, cable television, telegraph or electric light and power poles on North Eighth Street within the limits described may construct conduits on such limited portions of such streets for placement of underground wires and cables. The location of the conduits shall be approved by the Department and shall be built in a safe, workmanlike and modern manner as approved by the Department.
- (12) *Compliance with Other Laws.* Obtaining a permit to excavate, install and/or occupy the right-of-way does not relieve Permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other City, county, state, or federal rules, laws or regulations. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who performs the work.

(13) *Revocations, Suspensions, Refusals to Issue or Extend Permits.*

- (a) The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:
1. The applicant or Permittee is required to be registered and has not done so.
 2. Issuance of a permit or installation of facilities for the requested date or location would interfere with an exhibition, celebration, festival or other event.
 3. Misrepresentation of any fact by the applicant or Permittee.
 4. Failure of the applicant or Permittee to maintain required bonds and/or insurance.
 5. Failure of the applicant or Permittee to complete work in a timely manner.
 6. The proposed activity is contrary to the public health, safety or welfare.
 7. The proposed activity requires above-ground structures causing safety issues including, but not limited to, sight-line safety, vision triangles, break-away structures, public plowing and snow storage, obstruction to municipal Police, Fire, and Rescue services, and related issues with the use of the right-of-way.
 8. The extent to which right-of-way space where the permit is sought is available.
 9. The competing demands for the particular space in the right-of-way.
 10. The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the Permittee or applicant.
 11. The applicability of City ordinances, or other regulations of the right-of-way, including, but not limited to, Sections 86.16 (prohibiting interference with use of highway by the public) and 182.17 (prohibiting poles in front of residence or occupied business), Wis.

Stats., that affect the location, type, height, size and/or use of facilities in the right-of-way.

- (b) *Discretionary Issuance.* The Department may issue a permit where issuance is necessary (a) to prevent substantial economic hardship to a customer of the Permittee or applicant, or (b) to allow such customer to materially improve its utility service, or (c) to allow the Permittee or applicant to comply with state or federal law or City ordinances or an order of a court or administrative agency.
- (c) *Appeals.* Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review with the Common Council. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the Common Council may affirm, reverse or modify the decision of the Department.

(14) *Work Done Without a Permit.*

- (a) *Emergency Situations.* Each registrant shall immediately notify the City by verbal notice on an emergency phone number provided by the City of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith and otherwise fully comply with the requirements of this ordinance.

If the City becomes aware of any emergency regarding a registrant's facilities, the Department may attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. The City may take such action it deems necessary to protect public safety as a result of the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

- (b) *Non-Emergency Situations.* Except in an emergency, any person who, without first having obtained the necessary permit, excavates, installs facilities within or otherwise attempts to occupy a right-of-way shall be subject to a stop-work order or other appropriate legal remedy, and must subsequently obtain a permit, and shall, in addition to any penalties prescribed by the Municipal Code, pay double the normal fee for said permit, pay any additional penalties for repeat occurrences provided

for in §110-244(b), pay double all the other fees required by this ordinance or other provisions of the Municipal Codes, deposit with the Department the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this ordinance.

(15) *Location of Facilities.*

- (a) *Underground.* Unless in conflict with state or federal law, except when existing above-ground facilities are used, the installation of new facilities and replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes.
- (b) *Limitation of Space.* The Department may prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such determination, the Department shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but may prohibit or limit the placement of new or additional facilities when required to protect public health, safety or welfare.
- (c) *Attachment to Bridges.* Whenever an applicant or Permittee under this section requests permission to attach pipes, conduits, cables or wires to any City bridge structure, the applicant shall pay a fee of \$1,000 upon the granting of such permission to defray administrative expense in the analysis and inspection of such installation. The owner of such pipes, conduits, cables or wires shall be entitled to no compensation for removal or relocation of the same in the case of repair, removal, or replacement of said bridge structure by the City.

- (16) *Relocation and Protection of Facilities.* A registrant shall promptly and at its own expense maintain, support, protect or relocate its facilities in the right-of-way whenever the City, or its agent, acting in its governmental capacity, requests such action to allow for public work in the right-of-way. The City, or its agent, shall issue a due date for the work to the local representative of not less than seventy-two (72) hours, which due date shall be reasonable and based upon the actions to be undertaken by the registrant. If requested, the registrant shall restore the right-of-way following the completion of the work. If a registrant fails to perform the actions required herein by the due date, in addition to all other available legal remedies available

to the City, the registrant shall be subject to forfeitures as provided in §122-1, Sheboygan Municipal Code. Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from a right-of-way which has been vacated in favor of a nongovernmental entity unless the reasonable costs thereof are first paid to the person therefore.

(17) *City Right to Self-Help.* In the event that a registrant does not proceed to maintain, support, protect or relocate its facilities as ordered in subsection (16), the City may arrange to do the work and bill the registrant, said bill to be paid within thirty (30) days of the date mailing to the registrant.

(18) *Abandoned Facilities.*

(a) *Discontinued Operations.* A registrant who has determined to discontinue its operations in the City must either:

1. Provide information satisfactory to the Department that the registrant's obligations for its facilities under this ordinance have been lawfully assumed by another registrant; or
2. Submit to the Department a proposal and instruments for dedication of its facilities to the City. If a registrant proceeds under this clause, the City may, at its option:
 - a. accept the dedication for all or a portion of the facilities; or
 - b. require the registrant, at its own expense, to remove the facilities in the right-of-way at ground or above-ground level; or
 - c. require the registrant to post a bond or provide payment sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the facilities.

However, any registrant who has unusable and abandoned facilities in any right-of-way shall remove it from that right-of-way within two years, unless the Department waives this requirement in writing.

(b) *Abandoned Facilities.* Facilities of a registrant who fails to comply with subsection (18)(a)1, and which, for two (2) years, remain unused shall be deemed to be abandoned. Abandoned

facilities are deemed to be a public nuisance. In addition to any remedies or rights it has at law or in equity, the City may, at its option (i) abate the nuisance, (ii) take possession of the facilities, or (iii) require removal of the facilities by the registrant, or the registrant's successor in interest.

- (c) *Public Utilities.* This subsection (18) shall not apply to a public utility, as defined in §96.01(5), Wis. Stats., that is required to comply with §196.81, Wis. Stats.
- (19) *Reservation of Regulatory and Police Powers.* The City, by the granting of a permit to excavate, install facilities within, obstruct and/or occupy the right-of-way, or by registering a person under this ordinance, does not surrender, in any manner or to any extent lose, waive, impair or lessen the lawful powers and rights which it now has or which may be hereafter granted to the City under the Constitution and statutes of the state of Wisconsin to regulate the use of the right-of-way by the permittee; and the permittee, by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way or of registration under this ordinance, agrees that all lawful powers and rights, regulatory powers, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect, and permittee is subject to the regulatory and police powers of the City to adopt and enforce general ordinances and ordinances necessary to the health, safety and welfare of the public, and is deemed to agree to comply with all applicable general ordinances and ordinances enacted by the City pursuant to such powers.
- (20) *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- (21) *Penalty.* Except as otherwise provided herein, and in addition to all other legal remedies available to the City, any person who violates this ordinance or fails to comply with the provisions hereof shall be subject to forfeitures as provided in §110-2, Sheboygan Municipal Code."

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

II

R. O. No. _____ - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

Law & Lic.

City Clerk

CHANGE OF AGENT

Michael Christian is replacing Lori Woelfel as agent effective immediately for the Walgreens #12020 located at 2702 Calumet Dr.

"CLASS B" LIQUOR LICENSE (June 30, 2017) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3198	Skipper Inn	808 Broadway

CLASS "A" BEER LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 th St.

"CLASS B" LIQUOR LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	510 South Pier Dr.
3182	Blue Lite I, The	1029 N. 8 th St.
1040	Brennans on Michigan	1101 Michigan Ave.
3092	CJ's Shipwrecked	902 Indiana Ave.
3150	Craft 30	1015 S. 10 th St.
1516	Emmers	906 S. 15 th St.
2717	Shevegas Nightclub	1133 Michigan Ave.
2207	Silver Fern, The	2538 N. 15 th St.
3186	Suscha Bar	1054 Pennsylvania Ave.
2100	Whats Up	1635 Michigan Ave.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1987	Pizza Hut #13462	2727 S. Business Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1185	Edwardson, Gwen T.	1724 S. 12 th St.
1208	Goodell, Andrew D.	926 Mayflower Ave.
1195	Hanson, Sheila M.	1021 N. 6 th St., #1
1357	Horness, Sara E.	1236A St. Clair Ave.
1189	Hoyt, Taija R.	319A Niagara Ave.
1207	Kovacs, Ethan E.	549 Lower Rd., Kohler
1190	Lousier, Mandie E.	701 Hoff St., Random Lake
1214	Reinemann, Michelle M.	1813A N. 2 nd St.
1197	Rippenburg, Christopher D.	4316 Melody Ln, Madison
1009	Voest, Zsa Zsa A.	1614 N. 12 th St.

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1199	Bartzen, Stuart L.	619 N. 8 th St., #2
1203	Korb-Grid, Krystal Theresa	2521 S. 8 th St.
1193	Rodriguez, Renee Dianne	919 N. 5 th St., #51