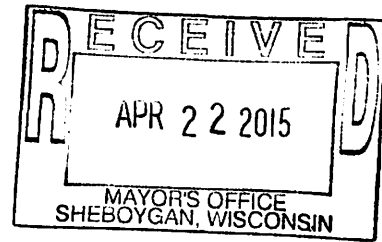


*****ATTACHMENTS*****

Resignation



April 17, 2015

Dear Mayor Mike Vandersteen:

I appreciate the opportunity to server on the Senior Center Board however due to professional and personal responsibilities I have found it very difficult to be a part of the morning meetings.

So that the board can be properly served, I ask that you accept my resignation and appoint someone who can be an active member. Sue Garski, a former Personal Banker who has retired, had expressed interest.

Thank you again,

Sincerely,

Mary Ryan

A handwritten signature in cursive script that reads "Mary Ryan".

Received

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R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting various license applications.

Susan C. Richards

City Clerk

AMUSEMENT LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2757	Lucky Dons Bear Claw	3347 Kohler Memorial Dr.
2728	Theisen Vending Company	3447 Kohler Memorial Dr.

SALVAGE & RECYCLING LICENSE (June 30, 2016)

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

TEMPORARY CLASS "B" BEER

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Ave. - one-day event to be held 5/8/15 to include the gym area.
1166	Holy Name Parish	807 Superior Ave. - one-day event to be held 6/28/15 to include north parking lot, auditorium, gym, kitchen & playground area.

THEATER LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1219	Marc Cinemas	3226 Kohler Memorial Dr.

Concated



R. O. No. - 15 - 16. By BOARD OF WATER COMMISSIONERS. May 4, 2015.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2015.

The water pumpage was down -9.07% from the same period in 2014. 1,032,262,000 gallons were pumped in the first quarter 2015, compared to 1,135,264,000 in 2014.

Year to date Operating Revenue at the end of the first quarter 2015 increased by \$52,353 compared to year to date 2014. The net income for the Utility, as of the end of March, 2015 is \$122,497. 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 2015:

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	4.7
Number of feet of 8 inch water main installed	62.9
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	180.6
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.....	244
Number of water main breaks repaired	6
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	15
Number of water main valves installed, repaired, removed, or replaced	3
Number of water service connections installed	5

Details are shown on the attached spreadsheets.

Other Utility Business:

The winter was more normal than last year, with very few private water laterals freezing. A typical number of water main breaks occurred, as well.

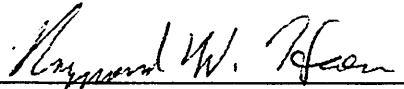
Concort

The Utility received bids for the construction of its upcoming UV disinfection system: Miron Construction was selected as the most qualified low bidder at \$2.92M. This project will be financed by a Safe Drinking Water loan at a rate of 1.65%, including a principal forgiveness of \$500,000.

Bidding was also conducted for a large water main installation on S. Taylor Drive from Washington Avenue to Behrens Parkway. Buteyn Peterson was selected as the most qualified low bidder at \$1.11M. This main will provide additional capability to serve the City's industrial park.

The Utility completed its annual financial audit with Baker Tilly.


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
Sheboygan, Wisconsin
Income Statement - March 31, 2015**

<u>Account #</u>	Utility Operating Income	1-Jan-15 to 31-Mar-15	1-Jan-14 to 31-Mar-14	Increase or (Decrease)
400	Operating Revenue	1,535,650	1,578,178	(42,528)
401	Operating Expenses *	609,359	626,650	(17,290)
402	Maintenance Expenses **	172,608	257,325	(84,717)
403	Depreciation Expenses	297,677	293,788	3,890
403	Taxes	253,676	245,000	8,676
	Total Operating Expenses	<u>1,333,320</u>	<u>1,422,761</u>	<u>(89,441)</u>
	Utility Operating Income	202,329	155,417	46,912
	Other Income	205	205	-
419	Interest Earned on Investments	741	4,851	(4,110)
421	Contributions	-	-	-
828	Other Expense	-	-	-
425	Misc Amortization	(6,283)	(6,283)	(0)
407	Bond Interest Expense	87,062	96,612	(9,550)
	Net Income	<u><u>122,497</u></u>	<u><u>70,144</u></u>	<u><u>52,353</u></u>

Distribution System --1st Quarter - January, February, & March 2015

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

Location	Installed	Size	By	Type
New York Ave. at North 8th St. West valve in interstecion	3/31/2015	8" MJ	ute.	G (r/w) DI
North 8th St at New York Ave. South valve at interstecion	3/31/2015	8" MJ	ute.	G (r/w) DI
North 8th St at New York Ave. North valve at interstecion	3/31/2015	8" MJ	ute.	G (r/w) DI

Total Valves Installed = 3

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
----------	-----------	---------	------

Total Valves Removed = 0

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
N. 24th St. at Cooper Ave. (SW)	1/13/2015	6'6"	n	ute.
Sunflower Ave @ 22nd St	1/29/2015	6'6"	y	SWU
Martin Ave at North 19th St. SE corner of intersection	2/9/2015	6'6"	y	SWU
Mid block of North 28th between Saemann and N 27 Pl	2/10/2015	6'6"	y	SWU
Wilson Ave. at S. 16th St. (SE)	2/23/2015	8'	n	SWU

Total Hydrants Installed = 5

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
N. 24th St. at Cooper Ave. (SW)	10/15/1966	1/13/2015	n
Sunflower Ave. at S. 22nd St. (NW)	12/19/1978	1/29/2015	n
Martin Ave. ~68' E. of c.l. N. 19th St. (S)		2/9/2015	n
Wilson Ave. at S. 16th St. (SE)		2/23/2015	n
Illinois Ave. ~225' W. of S. 11th St. (S)	3/1/1939	3/18/2015	n
S. 11th St. 150' S. of Maryland Ave. (W)	1/11/1937	3/18/2015	n

Total Hydrants Removed = 6

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
N. 24th St. at Cooper Ave. (SW)	10/15/1966	1/13/2015
Pennsylvania Ave. at McKinley St. (SE)		1/16/2015
Wilson Ave. at S. 16th St. (SE)	2/23/2015	2/23/2015
N. 24th St. at Cooper Ave. (SW)	1/13/2015	1/13/2015

Total Hydrants Maintained/Moved = 4

Water Main Breaks

Location	Date	Main Size (")
1821 Washington Ave	1/10/2015	10"
1037 Broughton Dr at Northside Bath House	1/12/2015	6"
512 Evans St	2/3/2015	12"
North Ave Between North 24th and Calumet (~82' East of North 24th MH)	2/15/2015	6"
S 15th St South of between Virginia and New Jersey	2/15/2015	8"
Mehrtens Ave and North 15th St, NW corner	3/22/2015	6"

Total Water Main Breaks = 6

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	4.74	
Number of feet of 8 inch water main installed	62.93	
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	180.625	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	244	
Number of water main breaks repaired	6	
Number of hydrants installed	5	hydrants
Number of hydrants removed or abandoned	6	
Number of hydrants maintained or moved	4	
Number of street valves installed	3	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	0	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	5	

HIGH LIFT DELIVERY QUARTERLY REPORT 2015

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2014	1,135,264,000	\$219,894.40	\$193.69
	2015	1,032,262,000	\$197,343.16	\$191.18
	Percent Difference	-9.07%	-10.26%	-1.30%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2014	1,139,399,000	\$201,274.11	\$176.65
	2015	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2014	1,238,531,000	\$206,604.00	\$166.98
	2015	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2014	1,078,468,000	\$191,974.20	\$178.01
	2015	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2015				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2014	4,591,662,000	\$819,946.71	\$178.57
	2015	1,032,262,000	\$197,343.16	\$191.18
	Percent Difference	-77.52%	-75.93%	7.06%
YEAR TO DATE : 2015				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2014	6,267,540	\$98,891.15	
	2015	1,211,429	\$12,900.18	
	Percent Difference	-80.64%	-86.96%	
STORM WATER CHARGES	2015	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	14,670,000	March 3, 2015	
	Minimum Pumpage Day	6,880,000	January 1, 2015	

	MG	\$	\$/MG
2014	4,591,662,000	\$819,946.71	\$178.57
2015	1,032,262,000	\$197,343.16	\$191.18

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

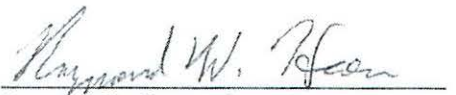
III

R. O. No. _____ - 15 - 16. By BOARD OF WATER COMMISSIONERS. May 4, 2015.

To the Honorable, the Mayor and Common Council:

We are, hereby, submitting a copy of the 2014 Annual Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments

Consent

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, 2014 and 2013

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, 2014 and 2013

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Statements of Net Position	7 - 8
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Notes to Financial Statements	12 - 26

INDEPENDENT AUDITORS' REPORT

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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, 2014 and 2013, 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. Those standards require that we plan and perform the audits 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 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, 2014 and 2013, 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, 2014 and 2013 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.

Other Matter

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis 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.

Baker Tilly Virchow Krause, LLP

Milwaukee, Wisconsin
March 16, 2015

**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, 2014 and 2013

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, 2014 and 2013. 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 \$3,129,837 in 2013 to \$2,828,492 in 2014.
- The utility's total cash position decreased from \$7,277,849 in 2013 to \$6,399,399 in 2014.
- The utility's unrestricted cash and investment position increased from \$4,973,089 in 2013 to \$5,389,624 in 2014.
- The utility's total net position increased by \$1,390,833 in 2014 from \$33,918,949 in 2013 to \$35,309,782 in 2014.
- The utility's total liabilities decreased by \$714,167 in 2014 from \$13,297,133 in 2013 to \$12,582,966 in 2014.

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.

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.

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 and liabilities. Over a period of time this can assist in determining if the financial position is improving or deteriorating.

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.

During 2013, net position increased \$1,702,051, an increase of 5.0%. Total assets increased \$4,377,959 or 10.0%. The Utility saw a 6.4% increase in capital assets or \$2,321,592. Capital additions were financed with operating income and revenue bonds. Restricted net position increased \$64,771 due to the principal and interest due on the revenue bonds.

SHEBOYGAN WATER UTILITY

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

FINANCIAL ANALYSIS OF THE UTILITY (cont.)

STATEMENTS OF NET POSITION As of December 31, 2014, 2013 and 2012

	2014	2013	2012
Unrestricted current and other assets	\$ 7,591,965	\$ 6,732,844	\$ 6,073,820
Restricted assets	1,009,775	2,304,760	907,418
Capital assets	39,291,008	38,178,478	35,856,885
Total Assets	47,892,748	47,216,082	42,838,123
Current liabilities payable			
from unrestricted assets	1,460,843	1,468,993	1,269,446
Liabilities payable from restricted assets	775,809	775,830	630,431
Non-current liabilities	11,036,314	11,052,310	8,721,348
Total Liabilities	12,582,966	13,297,133	10,621,225
Net investment in capital assets	29,543,430	29,038,066	27,948,193
Restricted net position	354,742	327,984	263,213
Unrestricted net position	5,411,610	4,552,899	4,005,492
Total Net Position	\$ 35,309,782	\$ 33,918,949	\$ 32,216,898

The following Statements of Revenues, Expenditures and Changes in Net Position helps to further explain the nature of the increase in net position during 2014 and 2013.

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Year Ended December 31, 2014, 2013 and 2012

	2014	2013	2012
Operating revenues	\$ 8,161,634	\$ 7,735,297	\$ 7,649,532
Non-operating revenues	9,192	10,295	18,202
Total Revenues	8,170,826	7,745,592	7,667,734
Operating expenses	5,333,142	4,605,460	4,267,383
Non-operating expenses	382,123	412,415	346,056
Total Expenses	5,715,265	5,017,875	4,613,439
Income before transfers	2,455,561	2,727,717	3,054,295
Interfund transfers (tax equivalent)	(1,064,728)	(1,025,666)	(969,670)
Change in Net Position	1,390,833	1,702,051	2,084,625
Beginning Net Position	33,918,949	32,216,898	30,132,273
Ending Total Net Position	\$ 35,309,782	\$ 33,918,949	\$ 32,216,898

SHEBOYGAN WATER UTILITY

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

FINANCIAL ANALYSIS OF THE UTILITY (cont.)

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.

2013

The Statement of Revenues, Expenses and Changes in Net Position reflects a slight increase of 1% in operating revenues of \$85,765 from 2012. The decrease in non-operating revenues of \$7,907 is due to a gain on sale of fixed assets in 2012, while there were no such sales in 2013, and also a decrease in interest income. The \$338,077 increase in 2013 in operating expenses is due to an increase in energy and treatment costs, as well as \$74,617 associated with the state mandated cross connection program, new in 2013.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS (See Note 4)

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.

At the end of 2013 the water utility had \$52.6 million in invested property, plant and equipment in service. This \$5,446,487 increase came from a \$1.3 million newly constructed backwash storage reservoir, office remodeling with new workstations and computers, new roofs for the office building and clearwell building, high lift and filter pumps, one new utility truck, dechlorination system, variable speed bandsaw and generator, electronic gate opener, security system, upgrades to SCADA system, and incubator. The utility also installed 113' of 6" water main at various locations, 1,158' of 8" water main at various locations, 1,217' of 12" water main at various locations, 1,117' of 16" at various locations, 3,720' of 20" water main at S. Business Drive and at Erie Avenue, and 26' of 24" water main on S. Business Drive. The largest water main projects in 2013 were located at S. Business Drive, Erie Avenue, and Eisner Avenue, with a smaller project at Lighthouse Court, Lake Court, and Barrett Street.

DEBT (See Note 5)

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

CAPITAL ASSETS AND DEBT ADMINISTRATION (cont.)

On December 31, 2013, the Sheboygan Water Utility had outstanding revenue bond debt of \$10,996,032. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of \$1,861,032, 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 \$2,810,000. On April 15, 2007, a \$4 million revenue bond was also issued with a 5.00% interest rate, balance of \$3,325,000. On May 1, 2013, a \$3 million revenue bond was issued with a 3.5% interest rate, and a balance of \$3,000,000. 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 will fund various projects into 2014. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation has a remaining balance of \$253,340.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

A rate increase is planned for December 2015 anticipated to return a 5-7% increase in revenues. This increase is part of a phased plan to pay for increased operating costs, water main projects, and a UV disinfection system.

The Utility has been approved for a loan from the State of Wisconsin's Safe Drinking Water Loan Program to finance approved projects totaling \$5,100,000.

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.

FINANCIAL STATEMENTS

SHEBOYGAN WATER UTILITY

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

	ASSETS	<u>2014</u>	<u>2013</u>
CURRENT ASSETS			
Cash and investments		\$ 5,389,624	\$ 4,973,089
Restricted Assets			
Redemption account		416,818	434,597
Customer accounts receivable		1,035,873	1,001,767
Due from municipality		303,989	90,053
Materials and supplies		282,062	277,999
Prepayments		<u>47,158</u>	<u>51,061</u>
Total Current Assets		<u>7,475,524</u>	<u>6,828,566</u>
NONCURRENT ASSETS			
Restricted Assets			
Reserve account		592,957	605,635
Construction account		-	1,264,528
Other Assets			
Special assessments receivable		533,259	338,876
Capital Assets			
Plant in service		54,867,913	52,574,615
Accumulated depreciation		(16,303,729)	(15,205,336)
Construction work in progress		<u>726,824</u>	<u>809,198</u>
Total Noncurrent Assets		<u>40,417,224</u>	<u>40,387,516</u>
Total Assets		<u>47,892,748</u>	<u>47,216,082</u>

		<u>2014</u>	<u>2013</u>
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable		\$ 157,885	\$ 245,168
Accrued wages		80,229	65,063
Accrued taxes		1,087,648	1,047,977
Accrued interest		5,157	4,513
Accrued vacation leave		117,139	94,211
Current portion of general obligation debt		12,785	12,061
Current Liabilities Payable from Restricted Assets			
Current portion of revenue bonds		713,733	669,217
Accrued interest		<u>62,076</u>	<u>106,613</u>
Total Current Liabilities		<u>2,236,652</u>	<u>2,244,823</u>
NONCURRENT LIABILITIES			
General obligation debt		228,493	241,279
Revenue bonds		9,613,082	10,326,815
Unamortized bond premium		13,720	14,542
Accrued sick leave		<u>491,019</u>	<u>469,674</u>
Total Noncurrent Liabilities		<u>10,346,314</u>	<u>11,052,310</u>
Total Liabilities		<u>12,582,966</u>	<u>13,297,133</u>
NET POSITION			
Net investment in capital assets		29,543,430	29,038,066
Restricted for:			
Debt service		354,742	327,984
Unrestricted		<u>5,411,610</u>	<u>4,552,899</u>
TOTAL NET POSITION		<u>\$ 35,309,782</u>	<u>\$ 33,918,949</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, 2014 and 2013

	<u>2014</u>	<u>2013</u>
OPERATING REVENUES		
Sales of water	\$ 8,038,409	\$ 7,616,928
Other	<u>123,225</u>	<u>118,369</u>
Total Operating Revenues	<u>8,161,634</u>	<u>7,735,297</u>
OPERATING EXPENSES		
Operation and maintenance	4,166,910	3,512,641
Depreciation	<u>1,166,232</u>	<u>1,092,819</u>
Total Operating Expenses	<u>5,333,142</u>	<u>4,605,460</u>
OPERATING INCOME	<u>2,828,492</u>	<u>3,129,837</u>
NONOPERATING REVENUES (EXPENSES)		
Investment income	9,192	10,295
Interest expense	(382,945)	(378,778)
Amortization of premium	822	613
Debt issuance costs	<u>-</u>	<u>(34,250)</u>
Total Nonoperating Revenues (Expenses)	<u>(372,931)</u>	<u>(402,120)</u>
Income Before Transfers	2,455,561	2,727,717
TRANSFERS - TAX EQUIVALENT	<u>(1,064,728)</u>	<u>(1,025,666)</u>
CHANGE IN NET POSITION	1,390,833	1,702,051
NET POSITION - Beginning of Year	<u>33,918,949</u>	<u>32,216,898</u>
NET POSITION - END OF YEAR	<u>\$ 35,309,782</u>	<u>\$ 33,918,949</u>

See accompanying notes to the financial statements.

SHEBOYGAN WATER UTILITY

STATEMENTS OF CASH FLOWS For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Received from customers	\$ 8,200,947	\$ 7,907,365
Paid to suppliers for goods and services	(2,520,611)	(2,128,525)
Paid to employees for operating payroll	<u>(1,491,866)</u>	<u>(1,332,325)</u>
Net Cash Flows From Operating Activities	<u>4,188,470</u>	<u>4,446,515</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Paid to municipality for tax equivalent	(1,025,057)	(967,990)
Customer owned laterals financed by utility	(274,179)	(73,770)
Collection of assessments for customer owned laterals	79,796	95,173
Debt retired on pension liability	(12,061)	(11,378)
Interest paid on pension liability	<u>(5,700)</u>	<u>(5,295)</u>
Net Cash Flows From Noncapital Financing Activities	<u>(1,237,201)</u>	<u>(963,260)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(2,748,555)	(3,403,386)
Debt retired	(669,218)	(574,822)
Interest paid	(421,138)	(356,407)
Proceeds from debt issue	-	<u>3,012,498</u>
Net Cash Flows From Capital and Related Financing Activities	<u>(3,838,911)</u>	<u>(1,322,117)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	<u>9,192</u>	<u>10,295</u>
Net Change in Cash and Cash Equivalents	(878,450)	2,171,433
CASH AND CASH EQUIVALENTS - Beginning of Year	<u>7,277,849</u>	<u>5,106,416</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 6,399,399</u>	<u>\$ 7,277,849</u>

	<u>2014</u>	<u>2013</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	\$ 2,828,492	\$ 3,129,837
Noncash items in operating income		
Depreciation	1,166,232	1,092,819
Depreciation charged to clearing and other utilities	140,390	128,834
Changes in assets and liabilities		
Customer accounts receivable	(34,106)	26,596
Due from municipality	1,296	76,437
Materials and supplies	(4,063)	(8,187)
Prepayments	3,903	(1,183)
Accounts payable	(6,263)	(7,637)
Accrued vacation and sick leave	44,273	4,779
Other current liabilities	<u>48,316</u>	<u>4,220</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>\$ 4,188,470</u>	<u>\$ 4,446,515</u>
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENTS OF NET POSITION ACCOUNTS		
Cash and investments	\$ 5,389,624	\$ 4,973,089
Redemption account	416,818	434,597
Reserve account	592,957	605,635
Construction account	<u>-</u>	<u>1,264,528</u>
CASH AND CASH EQUIVALENTS	<u>\$ 6,399,399</u>	<u>\$ 7,277,849</u>

See accompanying notes to the financial statements.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

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 Accounts 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.

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.

ASSETS, 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.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

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

ASSETS, LIABILITIES AND NET POSITION (cont.)

Deposits and Investments (cont.)

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 electric, water, and sewer bills on the tax roll for collection. As such, no allowance for uncollectible customer accounts is considered necessary.

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.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

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

ASSETS, LIABILITIES AND NET POSITION (cont.)

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.

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 laterals 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:

	<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. Gains or losses on prior refundings are amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter. 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.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

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

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 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.

Interfund Transfers

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

EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT PERIOD FINANCIAL STATEMENTS

The Governmental Accounting Standards Board (GASB) has approved GASB 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*. When they become effective, application of these standards may restate portions of these financial statements.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

NOTE 2 - DEPOSITS AND INVESTMENTS

	Carrying Value as of December 31,		Risks
	2014	2013	
Deposits	\$ 4,590,049	\$ 5,769,667	Custodial Credit Risk
Certificates of deposits	1,808,600	1,507,632	Custodial Credit Risk
Petty Cash	<u>750</u>	<u>550</u>	
Totals	<u>\$ 6,399,399</u>	<u>\$ 7,277,849</u>	

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.

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.

As of December 31, 2014, \$4,055,308 of the utility's bank balances were known to be individually exposed to custodial credit risk. This balance was uninsured and uncollateralized as of year end. As of December 31, 2013, the Utility's bank balances were commingled with the City's and related information was not available.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

NOTE 3 - RESTRICTED ASSETS

Restricted 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.

Construction - Used to report debt proceeds restricted for use in construction.

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

	2014	2013
Restricted Assets		
Redemption account	\$ 416,818	\$ 434,597
Reserve account	592,957	605,635
Construction account	-	1,264,528
Total Restricted Assets	1,009,775	2,304,760
Less: Restricted Assets Not Funded by Revenues		
Reserve from borrowing	(592,957)	(605,635)
Construction account	-	(1,264,528)
Total Restricted Assets Not Funded by Revenues	(592,957)	(1,870,163)
Current Liabilities Payable From Restricted Assets	(62,076)	(106,613)
Total Restricted Net Position as Calculated	\$ 354,742	\$ 327,984

The purpose of the restricted net position is as follows:

	2014	2013
Debt Service	\$ 354,742	\$ 327,984

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2014 and 2013

NOTE 4 - CHANGES IN CAPITAL ASSETS

Water Utility

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

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

NOTE 4 - CHANGES IN CAPITAL ASSETS (cont.)

Water Utility (cont.)

A summary of changes in water capital assets for 2013 follows:

	Balance 1/1/13	Increases	Decreases	Balance 12/31/13
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	4,938,998	90,096	53,762	4,975,332
Water treatment	7,466,837	1,697,751	191,047	8,973,541
Transmission and distribution	31,863,903	3,939,764	127,124	35,676,543
General	<u>2,029,031</u>	<u>154,566</u>	<u>63,757</u>	<u>2,119,840</u>
Total Capital Assets Being Depreciated	<u>46,994,457</u>	<u>5,882,177</u>	<u>435,690</u>	<u>52,440,944</u>
Total Capital Assets	<u>47,128,128</u>	<u>5,882,177</u>	<u>435,690</u>	<u>52,574,615</u>
Less: Accumulated depreciation				
Source of supply	(444,392)	(11,827)	-	(456,219)
Pumping	(2,161,863)	(192,302)	53,762	(2,300,403)
Water treatment	(3,116,124)	(265,765)	191,047	(3,190,842)
Transmission and distribution	(7,484,479)	(175,386)	127,124	(7,532,741)
General	<u>(1,212,515)</u>	<u>(576,373)</u>	<u>63,757</u>	<u>(1,725,131)</u>
Total Accumulated Depreciation	<u>(14,419,373)</u>	<u>(1,221,653)</u>	<u>435,690</u>	<u>(15,205,336)</u>
Construction in progress	<u>3,148,130</u>	<u>3,412,913</u>	<u>5,751,845</u>	<u>809,198</u>
Net Capital Assets	<u>\$ 35,856,885</u>			<u>\$ 38,178,477</u>

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2014 and 2013

NOTE 5 - LONG-TERM OBLIGATIONS

Revenue Bonds - Water

The following bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/14
3/10/04	Plant expansion	5/1/23	2.75%	\$ 3,152,000	\$ 1,696,815
9/1/05	Refunding	5/1/25	3.75-4.25	4,900,000	2,585,000
4/1/07	Plant expansion	5/1/27	4.00-5.00	4,000,000	3,125,000
4/3/13	Plant expansion	5/1/33	2.00-3.50	3,000,000	2,920,000

Revenue bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2015	\$ 713,733	\$ 354,549	\$ 1,068,282
2016	723,373	329,145	1,052,518
2017	728,141	304,561	1,032,702
2018	738,040	280,045	1,018,085
2019	768,073	254,420	1,022,493
2020-2024	3,925,455	860,695	4,786,150
2025-2029	1,975,000	258,250	2,233,250
2030-2033	755,000	52,475	807,475
Totals	<u>\$ 10,326,815</u>	<u>\$ 2,694,140</u>	<u>\$ 13,020,955</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 2014 and 2013 were \$1,090,356 and \$896,979, respectively. Total customer net revenues as defined for the same periods were \$4,003,916 and \$4,232,951. Annual principal and interest payments are expected to require 18% of net revenues on average.

General Obligation Debt - Water

The following general obligation bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/14
1/30/08	Unfunded retirement obligation	3/15/27	2.00%	\$ 302,304	\$ 241,278

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt - Water (cont.)

General obligation bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2015	\$ 12,785	\$ 6,515	\$ 19,300
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
2020-2024	96,381	32,620	129,001
2025-2027	<u>72,871</u>	<u>7,558</u>	<u>80,429</u>
Totals	<u>\$ 241,278</u>	<u>\$ 76,296</u>	<u>\$ 317,574</u>

Long-Term Obligations Summary - Water

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

	1/1/14 Balance	Additions	Reductions	12/31/14 Balance	Due Within One Year
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>

Long-term obligation activity for the year ended December 31, 2013 is as follows:

	1/1/13 Balance	Additions	Reductions	12/31/13 Balance	Due Within One Year
Revenue bonds	\$ 8,570,854	\$ 3,000,000	\$ 574,822	\$ 10,996,032	\$ 669,217
General obligation debt	264,718	-	11,378	253,340	12,061
Accrued sick leave	469,320	33,911	33,557	469,674	-
Unamortized premium	<u>2,657</u>	<u>12,498</u>	<u>613</u>	<u>14,542</u>	<u>-</u>
Totals	<u>\$ 9,307,549</u>	<u>\$ 3,046,409</u>	<u>\$ 620,370</u>	<u>\$ 11,733,588</u>	<u>\$ 681,278</u>

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2014 and 2013

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, 2014:

<u>Type</u>	<u>Coverage</u>	<u>Expiration</u>
<i>Automotive Liability</i>		
Property - Contents	\$ 5,987,369	7/1/2015
General Liability	2,000,000	7/1/2015
Automotive Liability	1,000,000	7/1/2015
Contractors Equipment	570,245	7/1/2015
Auto - Physical Damage	385,281	7/1/2015
Umbrella Liability	2,000,000	7/1/2015
<i>Crime - Theft/Forgery</i>		
Position Bond* (Employee Dishonesty)	\$ 100,000	7/1/2015
Forgery/Alteration	100,000	7/1/2015
Extra Expense	250,000	7/1/2015
EDP	268,830	7/1/2015
Employee Benefits	2,000,000	7/1/2015
Public Officials Liability	1,000,000	7/1/2015
<i>Property</i>		
Buildings	\$ 32,902,840	7/1/2015
Flood	10,000,000	7/1/2015
Earthquake	10,000,000	7/1/2015

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

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 1.2 times the annual debt service. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2014 and 2013 as follows:

	2014	2013
Operating revenues	\$ 8,161,634	\$ 7,735,297
Investment income	9,192	10,295
Less: Operation and maintenance expenses	(4,166,910)	(3,512,641)
Net Defined Earnings	\$ 4,003,916	\$ 4,232,951
Minimum Required Earnings per Resolution:		
Annual debt service - principal	\$ 669,217	\$ 574,822
Annual debt service - interest	421,139	322,157
Subtotal	1,090,356	896,979
Coverage factor	1.20	1.20
Minimum Required Earnings	\$ 1,308,427	\$ 1,076,375
Actual Debt Coverage	3.67	4.72

Number of Customers and Billed Volumes - Water

The utility has the following number of customers and billed volumes for 2014 and 2013:

	Customers		Sales (000 gals)	
	2014	2013	2014	2013
Residential	16,924	16,935	780,669	807,884
Multi-Family	278	277	115,571	136,690
Commercial	1,308	1,315	254,261	266,431
Industrial	179	177	2,441,370	2,425,569
Public authority	126	127	49,183	53,456
Wholesale	3	3	12,750	17,430
Interdepartmental	2	2	753,060	708,983
Totals	18,820	18,836	4,406,864	4,416,443

Utility Budget

The 2014 and 2013 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, 2014 and 2013

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>2014</u>	<u>2013</u>
Plant in service	\$ 54,867,913	\$ 52,574,615
Accumulated depreciation	(16,303,729)	(15,205,336)
Construction work in progress	<u>726,824</u>	<u>809,198</u>
Sub-Totals	<u>39,291,008</u>	<u>38,178,477</u>
Less: Capital related debt		
Current portion of capital related long-term debt	713,733	669,217
Long-term portion of capital related long-term debt	9,613,082	10,326,815
Unamortized bond premium	<u>13,720</u>	<u>14,542</u>
Sub-Totals	<u>10,340,535</u>	<u>11,010,574</u>
Add: Unspent debt proceeds		
Construction funds	-	1,264,528
Reserve from borrowing	<u>592,957</u>	<u>605,635</u>
Sub-Totals	<u>592,957</u>	<u>1,870,163</u>
Total Net Investment in Capital Assets	<u>\$ 29,543,430</u>	<u>\$ 29,038,066</u>

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS

As of and for the years ended December 31, 2014 and 2013

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM

All eligible employees participate in the Wisconsin Retirement System (WRS), a cost-sharing, multiple-employer, defined benefit, public employee retirement system. All employees initially employed by a participating WRS employer prior to July 1, 2011, expected to work at least 600 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS. All employees initially employed by a participating WRS employer on or after July 1, 2011, expected to work at least 1,200 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

Effective the first day of the first pay period on or after June 29, 2011, the employee required contribution was changed to one-half of the actuarially determined contribution rate for General category 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. Contribution rates for 2014 and 2013 were:

	<u>Employees</u>	<u>Employer</u>
2014 General category	7.00%	7.00%
2013 General category	6.65%	6.65%

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

	<u>Year Ended December 31</u>		
	<u>2014</u>	<u>2013</u>	<u>2012</u>
Total Covered Employee Payroll	<u>\$ 1,844,785</u>	<u>\$ 1,723,463</u>	<u>\$ 1,735,997</u>
Total Required Contributions	<u>\$ 258,610</u>	<u>\$ 229,221</u>	<u>\$ 204,848</u>
Total Required Contributions	<u>14.0%</u>	<u>13.3%</u>	<u>11.8%</u>

Details of the plan are disclosed in the basic financial statements of the City of Sheboygan.

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.

SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS
As of and for the years ended December 31, 2014 and 2013

NOTE 9 - SIGNIFICANT CUSTOMERS

Water Utility

The utility has one significant customer who was responsible for 21% of operating revenues in both 2014 and 2013.

NOTE 10 - SUBSEQUENT EVENTS

The Utility has been approved for a loan from the State of Wisconsin's Safe Drinking Water Loan Program to finance approved projects totaling \$5,100,000.



3013 (01-06-12)

ANNUAL REPORT

OF

Name: CITY OF SHEBOYGAN WATER UTILITY

Principal Office: 72 PARK AVE
SHEBOYGAN, WI 53081

For the Year Ended: DECEMBER 31, 2014

WATER, ELECTRIC, OR JOINT UTILITY 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.

GENERAL RULES FOR REPORTING

1. Prepare the report in conformity with the Uniform System of Accounts prescribed by the Public Service Commission of Wisconsin.
2. Numeric items shall contain digits (0-9). A minus sign "-" shall be entered in the software program to indicate negative values. Parentheses shall not be used for numeric items. The program will convert the minus sign to parentheses for hard copy annual report purposes. Negative values may not be allowed for certain entries in the annual report due to restrictions contained in the software program.
3. The annual report should be complete in itself in all particulars. Reference to reports of former years should not be made to take the place of required entries except as otherwise specifically authorized.
4. Whenever schedules call for data from the previous year, the data reported must be based upon those shown by the annual report of the previous year or an appropriate explanation given why different data is being reported for the current year. Where available, use an adjustment column.
5. All dollar amounts will be reported in whole dollars.
6. Wherever information is required to be shown as text, the information shall be shown in the space provided using other than account titles. In each case, the information shall be properly identified. Footnote capability is included in the annual report software program and shall be utilized where necessary to further explain particulars of a schedule.

SIGNATURE PAGE

I LISA GOTTSACKER of
(Person responsible for accounts)

CITY OF SHEBOYGAN WATER UTILITY, certify that I
(Utility Name)

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.

(Signature of person responsible for accounts) 03/31/2015
(Date)

UTILITY ACCOUNTANT
(Title)

SIGNATURE PAGE

Signature Page (Page ii)

General footnotes

ACCOUNTANTS' COMPILATION REPORT

To the Utility Commission
Sheboygan Water Utility
Sheboygan, Wisconsin

We have compiled the balance sheets of the Sheboygan Water Utility, an enterprise fund of the City of Sheboygan, as of December 31, 2014 and 2013, and the related income statements for the years then ended and the supplemental schedules as of and for the year ended December 31, 2014 included in accompanying prescribed form. We have not audited or reviewed the accompanying financial statements included in accompanying prescribed form and, accordingly, do not express an opinion or any assurance about whether the financial statements are in accordance with the form prescribed by the Public Service Commission of Wisconsin.

Management is responsible for the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

These financial statements included in accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

BAKER TILLY VIRCHOW KRAUSE, LLP

Milwaukee, Wisconsin
March 9, 2015

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IDENTIFICATION AND OWNERSHIP

Exact Utility Name: CITY OF SHEBOYGAN WATER UTILITY**Utility Address:** 72 PARK AVE
SHEBOYGAN, WI 53081**When was utility organized?** 7/15/1908**Report any change in name:****Effective Date:****Utility Web Site:** sheboyganwater.org

Utility employee in charge of correspondence concerning this report:

Name: MR. JOE TRUBLOOD**Title:** SUPERINTENENT**Office Address:**72 PARK AVE
SHEBOYGAN, WI 53081**Telephone:** (920) 459 - 3805**Fax Number:** (920) 459 - 4325**Email Address:** joetrueblood@sheboyganwater.org

Individual or firm, if other than utility employee, preparing this report:

Name: MR. JOHN A KNEPEL**Title:** CPA**Office Address:** BAKER TILLY VIRCHOW KRAUSE, LLP
777 E. WISCONSIN AVE, 32ND FLOOR
MILWAUKEE, WI 53202**Telephone:** (414) 777 - 5359**Fax Number:** (414) 777 - 5555**Email Address:** john.knepel@bakertilly.com

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

Name: MR. GERALD R VAN DE KREEKE**Title:** CPA**Office Address:**1530 SOUTH 12TH STREET
SHEBOYGAN, WI 53081**Telephone:** (920) 458 - 4351**Fax Number:** (920) 458 - 5270**Email Address:**

Are records of utility audited by individuals or firms, other than utility employee?

YES

Date of most recent audit report: 3/16/2015**Period covered by most recent audit:** 01/01/14 - 12/31/14

IDENTIFICATION AND OWNERSHIP

Names and titles of utility management including manager or superintendent:

Name: MR. JOE TRUEBLOOD

Title: SUPERINTENDENT

Office Address:

72 PARK AVE
SHEBOYGAN, WI 53081

Telephone: (920) 459 - 5359

Fax Number: (920) 459 - 4325

Email Address: joetrueblood@sheboyganwater.com

Name of utility commission/committee: SHEBOYGAN BOARD OF WATER COMMISSIONERS

Names of members of utility commission/committee:

MR RAYMOND W HAEN, SECRETARY

MR MARK HEINZ, MEMBER

MR GERALD R VAN DE KREEKE, CPA, PRESIDENT

Is sewer service rendered by the utility? NO

If "yes," has the municipality, by ordinance, combined the water and sewer service into a single public utility, as provided by Wis. Stat. § 66.0819 of the Wisconsin Statutes? NO

Date of Ordinance: 12/15/2014

Are any of 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

Provide the following information regarding the provider(s) of contract services:

Firm Name: NONE

Contact Person:

Title:

Telephone:

Fax Number:

Email Address:

Contract/Agreement beginning-ending dates:

Provide a brief description of the nature of Contract Operations being provided:

INCOME STATEMENT

Particulars (a)	This Year (b)	Last Year (c)	
UTILITY OPERATING INCOME			
Operating Revenues (400)	8,161,634	7,735,297	1
Operating Expenses:			
Operation and Maintenance Expense (401-402)	4,043,752	3,394,038	2
Depreciation Expense (403)	1,096,139	1,022,726	3
Amortization Expense (404-407)	0	0	4
Taxes (408)	1,187,932	1,144,248	5
Total Operating Expenses	6,327,823	5,561,012	
Net Operating Income	1,833,811	2,174,285	
Income from Utility Plant Leased to Others (412-413)	0	0	6
Utility Operating Income	1,833,811	2,174,285	
OTHER INCOME			
Income from Merchandising, Jobbing and Contract Work (415-416)	0	0	7
Income from Nonutility Operations (417)	0	0	8
Nonoperating Rental Income (418)	0	0	9
Interest and Dividend Income (419)	9,192	10,239	10
Miscellaneous Nonoperating Income (421)	0	0	11
Total Other Income	9,192	10,239	
Total Income	1,843,003	2,184,524	
MISCELLANEOUS INCOME DEDUCTIONS			
Miscellaneous Amortization (425)	(25,134)	(25,134)	12
Other Income Deductions (426)	70,093	70,093	13
Total Miscellaneous Income Deductions	44,959	44,959	
Income Before Interest Charges	1,798,044	2,139,565	
INTEREST CHARGES			
Interest on Long-Term Debt (427)	375,941	373,161	14
Amortization of Debt Discount and Expense (428)	0	34,250	15
Amortization of Premium on Debt--Cr. (429)	0	613	16
Interest on Debt to Municipality (430)	6,101	5,616	17
Other Interest Expense (431)	0	0	18
Interest Charged to Construction--Cr. (432)	0	0	19
Total Interest Charges	382,042	412,414	
Net Income	1,416,002	1,727,151	
EARNED SURPLUS			
Unappropriated Earned Surplus (Beginning of Year) (216)	32,026,925	30,299,774	20
Balance Transferred from Income (433)	1,416,002	1,727,151	21
Miscellaneous Credits to Surplus (434)	0	0	22
Miscellaneous Debits to Surplus--Debit (435)	0	0	23
Appropriations of Surplus--Debit (436)	0	0	24
Appropriations of Income to Municipal Funds--Debit (439)	0	0	25
Total Unappropriated Earned Surplus End of Year (216)	33,442,927	32,026,925	

DETAILS OF INCOME STATEMENT ACCOUNTS

1. 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.
2. Nonregulated sewer income should be reported as Income from Nonutility Operations, Account 417.

Description of Item (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
UTILITY OPERATING INCOME				
Operating Revenues (400):				
Derived	8,161,634	0	8,161,634	1
Total (Acct. 400):	8,161,634	0	8,161,634	
Operation and Maintenance Expense (401-402):				
Derived	4,043,752	0	4,043,752	2
Total (Acct. 401-402):	4,043,752	0	4,043,752	
Depreciation Expense (403):				
Derived	1,096,139	0	1,096,139	3
Total (Acct. 403):	1,096,139	0	1,096,139	
Amortization Expense (404-407):				
Derived	0	0	0	4
Total (Acct. 404-407):	0	0	0	
Taxes (408):				
Derived	1,187,932	0	1,187,932	5
Total (Acct. 408):	1,187,932	0	1,187,932	
Revenues from Utility Plant Leased to Others (412):				
NONE			0	6
Total (Acct. 412):	0	0	0	
Expenses of Utility Plant Leased to Others (413):				
NONE			0	7
Total (Acct. 413):	0	0	0	
TOTAL UTILITY OPERATING INCOME:	1,833,811	0	1,833,811	
OTHER INCOME				
Income from Merchandising, Jobbing and Contract Work (415-416):				
Derived	0	0	0	8
Total (Acct. 415-416):	0	0	0	
Income from Nonutility Operations (417):				
NONE			0	9
Total (Acct. 417):	0	0	0	
Nonoperating Rental Income (418):				
NONE			0	10
Total (Acct. 418):	0	0	0	
Interest and Dividend Income (419):				
INTEREST AND DIVIDENDS	9,192		9,192	11
Total (Acct. 419):	9,192	0	9,192	
Miscellaneous Nonoperating Income (421):				
Contributed Plant - Water			0	12
Total (Acct. 421):	0	0	0	

DETAILS OF INCOME STATEMENT ACCOUNTS

1. 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.
2. Nonregulated sewer income should be reported as Income from Nonutility Operations, Account 417.

Description of Item (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
OTHER INCOME				
Miscellaneous Nonoperating Income (421):				
NONE			0	13
Total (Acct. 421):	0	0	0	
TOTAL OTHER INCOME:	9,192	0	9,192	
MISCELLANEOUS INCOME DEDUCTIONS				
Miscellaneous Amortization (425):				
Regulatory Liability (253) Amortization	(25,134)	0	(25,134)	14
NONE			0	15
Total (Acct. 425):	(25,134)	0	(25,134)	
Other Income Deductions (426):				
Depreciation Expense on Contributed Plant - Water	0	70,093	70,093	16
Total (Acct. 426):	0	70,093	70,093	
Other Income Deductions (426):				
NONE			0	17
Total (Acct. 426):	0	0	0	
TOTAL MISCELLANEOUS INCOME DEDUCTIONS:	(25,134)	70,093	44,959	
INTEREST CHARGES				
Interest on Long-Term Debt (427):				
Derived	375,941	0	375,941	18
Total (Acct. 427):	375,941	0	375,941	
Amortization of Debt Discount and Expense (428):				
NONE			0	19
Total (Acct. 428):	0	0	0	
Amortization of Premium on Debt--Cr. (429):				
NONE			0	20
Total (Acct. 429):	0	0	0	
Interest on Debt to Municipality (430):				
Derived	6,101	0	6,101	21
Total (Acct. 430):	6,101	0	6,101	
Other Interest Expense (431):				
Derived	0	0	0	22
Total (Acct. 431):	0	0	0	
Interest Charged to Construction--Cr. (432):				
NONE			0	23
Total (Acct. 432):	0	0	0	
TOTAL INTEREST CHARGES:	382,042	0	382,042	
NET INCOME:	1,486,095	(70,093)	1,416,002	

DETAILS OF INCOME STATEMENT ACCOUNTS

1. 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.
 2. Nonregulated sewer income should be reported as Income from Nonutility Operations, Account 417.

Description of Item (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
EARNED SURPLUS				
Unappropriated Earned Surplus (Beginning of Year) (216):				
Derived	27,878,654	4,148,271	32,026,925	24
Total (Acct. 216):	27,878,654	4,148,271	32,026,925	
Balance Transferred from Income (433):				
Derived	1,486,095	(70,093)	1,416,002	25
Total (Acct. 433):	1,486,095	(70,093)	1,416,002	
Miscellaneous Credits to Surplus (434):				
NONE			0	26
Total (Acct. 434):	0	0	0	
Miscellaneous Debits to Surplus--Debit (435):				
NONE			0	27
Total (Acct. 435)--Debit:	0	0	0	
Appropriations of Surplus--Debit (436):				
Detail appropriations to (from) account 215			0	28
Total (Acct. 436)--Debit:	0	0	0	
Appropriations of Income to Municipal Funds--Debit (439):				
NONE			0	29
Total (Acct. 439)--Debit:	0	0	0	
UNAPPROPRIATED EARNED SURPLUS (END OF YEAR):	29,364,749	4,078,178	33,442,927	

INCOME FROM MERCHANDISING, JOBBING & CONTRACT WORK (ACCTS. 415-416)

Particulars (a)	Water (b)	Electric (c)	Sewer (d)	Gas (e)	Total (f)	
Revenues (account 415)					0	1
Costs and Expenses of Merchandising, Jobbing and Contract Work (416):						
Cost of merchandise sold					0	2
Payroll					0	3
Materials					0	4
Taxes					0	5
Other (list by major classes):						
NONE					0	6
Total costs and expenses	0	0	0	0	0	
Net income (or loss)	0	0	0	0	0	

REVENUES SUBJECT TO WISCONSIN REMAINDER ASSESSMENT

1. 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.
 2. If the sewer department is not regulated by the PSC, do not report sewer department data in column (d).

Description (a)	Water Utility (b)	Electric Utility (c)	Sewer Utility (Regulated Only) (d)	Gas Utility (e)	Total (f)	
Total operating revenues	8,161,634	0	0	0	8,161,634	1
Less: interdepartmental sales	0		0	0	0	2
Less: interdepartmental rents	0	0		0	0	3
Less: return on net investment in meters charged to regulated sewer department. (Do not report if nonregulated sewer.)	0				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	8,668				8,668	5
Other Increases or (Decreases) to Operating Revenues - Specify: NONE					0	6
Revenues subject to Wisconsin Remainder Assessment	8,152,966	0	0	0	8,152,966	

DISTRIBUTION OF TOTAL PAYROLL

1. Amounts charged to Utility Financed and to Contributed Plant accounts should be combined and reported in plant or accumulated depreciation accounts.
2. Amount originally charged to clearing accounts as shown in column (b) should be shown as finally distributed in column (c).
3. 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.
4. 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	1,491,866	0	1,491,866	1
Electric operating expenses	0	0	0	2
Gas operating expenses	0	0	0	3
Heating operating expenses	0	0	0	4
Sewer operating expenses	0	0	0	5
Merchandising and jobbing	0	0	0	6
Other nonutility expenses	0	0	0	7
Water utility plant accounts	214,031	0	214,031	8
Electric utility plant accounts	0	0	0	9
Gas utility plant accounts	0	0	0	10
Heating utility plant accounts	0	0	0	11
Sewer utility plant accounts	0	0	0	12
Accum. prov. for depreciation of water plant	0	0	0	13
Accum. prov. for depreciation of electric plant	0	0	0	14
Accum. prov. for depreciation of gas plant	0	0	0	15
Accum. prov. for depreciation of heating plant	0	0	0	16
Accum. prov. for depreciation of sewer plant	0	0	0	17
Clearing accounts	0	0	0	18
All other accounts	0	0	0	19
Total Payroll	1,705,897	0	1,705,897	

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 tenth. 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 .4 for electric, .3 for water and .2 for sewer.

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

BALANCE SHEET

Assets and Other Debits (a)	Balance End of Year (b)	Balance First of Year (c)	
UTILITY PLANT			
Utility Plant (101)	55,594,737	53,383,814	1
Less: Accumulated Provision for Depreciation and Amortization of Utility Plant (111)	16,303,727	15,205,336	2
Utility Plant Acquisition Adjustments (117-118)	0	0	3
Other Utility Plant Adjustments (119)	0	0	4
Total Net Utility Plant	39,291,010	38,178,478	
OTHER PROPERTY AND INVESTMENTS			
Nonutility Property (121)	0	0	5
Less: Accumulated Provision for Depreciation and Amortization of Nonutility Property (122)	0	0	6
Net Nonutility Property	0	0	
Investment in Municipality (123)	0	0	7
Other Investments (124)	0	0	8
Sinking Funds (125)	592,957	1,870,163	9
Depreciation Fund (126)	0	0	10
Other Special Funds (128)	1,386,006	1,386,006	11
Total Other Property and Investments	1,978,963	3,256,169	
CURRENT AND ACCRUED ASSETS			
Cash (131)			12
Special Deposits (134)	0	0	13
Working Funds (135)		1,390	14
Temporary Cash Investments (136)	5,806,442	5,406,296	15
Notes Receivable (141)	0	0	16
Customer Accounts Receivable (142)	1,339,862	1,091,820	17
Other Accounts Receivable (143)	0	0	18
Accumulated Provision for Uncollectible Accounts- -Cr. (144)	0	0	19
Receivables from Municipality (145)	533,259	338,876	20
Plant Materials and Operating Supplies (154)	282,062	277,999	21
Merchandise (155)	0	0	22
Other Materials and Supplies (156)	0	0	23
Stores Expense (163)	0	0	24
Prepayments (165)	47,158	51,061	25
Interest and Dividends Receivable (171)			26
Accrued Utility Revenues (173)			27
Miscellaneous Current and Accrued Assets (174)			28
Total Current and Accrued Assets	8,008,783	7,167,442	
DEFERRED DEBITS			
Unamortized Debt Discount and Expense (181)	0	0	29
Extraordinary Property Losses (182)	0	0	30
Preliminary Survey and Investigation Charges (183)	0	0	31
Clearing Accounts (184)	0	0	32
Temporary Facilities (185)	0	0	33
Miscellaneous Deferred Debits (186)	0	0	34
Total Deferred Debits	0	0	
Total Assets and Other Debits	49,278,756	48,602,089	

BALANCE SHEET

Liabilities and Other Credits (a)	Balance End of Year (b)	Balance First of Year (c)	
PROPRIETARY CAPITAL			
Capital Paid in by Municipality (200)	1,640,701	1,640,701	35
Appropriated Earned Surplus (215)			36
Unappropriated Earned Surplus (216)	33,442,927	32,026,925	37
Total Proprietary Capital	35,083,628	33,667,626	
LONG-TERM DEBT			
Bonds (221)	10,326,815	10,996,032	38
Advances from Municipality (223)	241,278	253,340	39
Other Long-Term Debt (224)	0	0	40
Total Long-Term Debt	10,568,093	11,249,372	
CURRENT AND ACCRUED LIABILITIES			
Notes Payable (231)	0	0	41
Accounts Payable (232)	124,781	245,167	42
Payables to Municipality (233)	0	0	43
Customer Deposits (235)		37	44
Taxes Accrued (236)	1,087,648	1,047,977	45
Interest Accrued (237)	67,232	111,126	46
Tax Collections Payable (241)			47
Miscellaneous Current and Accrued Liabilities (242)	113,336	65,063	48
Total Current and Accrued Liabilities	1,392,997	1,469,370	
DEFERRED CREDITS			
Unamortized Premium on Debt (251)	13,720	14,542	49
Customer Advances for Construction (252)			50
Other Deferred Credits (253)	226,154	251,288	51
Total Deferred Credits	239,874	265,830	
OPERATING RESERVES			
Property Insurance Reserve (261)			52
Injuries and Damages Reserve (262)			53
Pensions and Benefits Reserve (263)	1,386,006	1,386,006	54
Miscellaneous Operating Reserves (265)	608,158	563,885	55
Total Operating Reserves	1,994,164	1,949,891	
Total Liabilities and Other Credits	49,278,756	48,602,089	

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)	Sewer (c)	Gas (d)	Electric (e)	
First of Year:					
Total Utility Plant - First of Year	53,383,814	0	0	0	1
<i>(Should agree with Util. Plant Jan. 1 in Property Tax Equivalent Schedule)</i>					
Plant Accounts:					
Utility Plant in Service - Financed by Utility Operations or by the Municipality (101.1)	49,657,156	0	0	0	2
Utility Plant in Service - Contributed Plant (101.2)	5,210,755	0	0	0	3
Utility Plant Purchased or Sold (102)					4
Utility Plant Leased to Others (104)					5
Property Held for Future Use (105)					6
Completed Construction not Classified (106)					7
Construction Work in Progress (107)	726,826				8
Total Utility Plant	55,594,737	0	0	0	
Accumulated Provision for Depreciation and Amortization:					
Accumulated Provision for Depreciation of Utility Plant in Service - Financed by Utility Operations or by the Municipality (111.1)	15,098,417	0	0	0	9
Accumulated Provision for Depreciation of Utility Plant in Service - Contributed Plant (111.2)	1,205,310	0	0	0	10
Accumulated Provision for Depreciation of Utility Plant Leased to Others (112)					11
Accumulated Provision for Depreciation of Property Held for Future Use (113)					12
Accumulated Provision for Amortization of Utility Plant in Service (114)					13
Accumulated Provision for Amortization of Utility Plant Leased to Others (115)					14
Accumulated Provision for Amortization of Property Held for Future Use (116)					15
Total Accumulated Provision	16,303,727	0	0	0	
Other Utility Plant Accounts:					
Utility Plant Acquisition Adjustments (117)					16
Accumulated Provision for Amortization of Utility Plant Acquisition Adjustments (118)					17
Other Utility Plant Adjustments (119)					18
Total Other Utility Plant Accounts	0	0	0	0	
Net Utility Plant	39,291,010	0	0	0	

**ACCUMULATED PROVISION FOR DEPRECIATION OF UTILITY PLANT
ON UTILITY PLANT FINANCED BY UTILITY OPERATION
OR BY THE MUNICIPALITY (ACCT. 111.1)**

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

1. Report the amounts charged in the operating sections to Depreciation Expense (403).
2. If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
3. 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.
4. Report all other accruals charged to other accounts, such as to clearing accounts.

Particulars (a)	Water (b)	(c)	(d)	(e)	Total (f)	
Balance first of year (111.1)	14,070,119				14,070,119	1
Credits During Year						2
Accruals:						3
Charged depreciation expense (403)	1,096,139				1,096,139	4
Depreciation expense on meters						5
charged to sewer (see Note 3)	72,123				72,123	6
Accruals charged other						7
accounts (specify):						8
Comp deprec return on meters, sewer	68,478				68,478	9
Salvage	0				0	10
Other credits (specify):						11
					0	12
					0	13
					0	14
					0	15
Total credits	1,236,740	0	0	0	1,236,740	16
Debits during year						17
Book cost of plant retired	208,442				208,442	18
Cost of removal	0				0	19
Other debits (specify):						20
					0	21
					0	22
					0	23
					0	24
Total debits	208,442	0	0	0	208,442	25
Balance end of year (111.1)	15,098,417	0	0	0	15,098,417	26
Footnotes						27

**ACCUMULATED PROVISION FOR DEPRECIATION OF UTILITY PLANT
ON CONTRIBUTED PLANT IN SERVICE
(ACCT. 111.2)**

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

1. Report the amounts charged in the operating sections to Other Income Deductions (426).
2. If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
3. 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.
4. Report all other accruals charged to other accounts, such as to clearing accounts.

Particulars (a)	Water (b)	(c)	(d)	(e)	Total (f)	
Balance first of year (111.2)	1,135,217				1,135,217	1
Credits During Year						2
Accruals:						3
Charged Other Income Deductions (426)	70,093				70,093	4
Depreciation expense on meters						5
charged to sewer (see Note 3)					0	6
Accruals charged other						7
accounts (specify):						8
					0	9
Salvage	0				0	10
Other credits (specify):						11
					0	12
					0	13
					0	14
					0	15
Total credits	70,093	0	0	0	70,093	16
Debits during year						17
Book cost of plant retired	0				0	18
Cost of removal	0				0	19
Other debits (specify):						20
					0	21
					0	22
					0	23
					0	24
Total debits	0	0	0	0	0	25
Balance end of year (111.2)	1,205,310	0	0	0	1,205,310	26
Footnotes						27

NET NONUTILITY PROPERTY (ACCTS. 121 & 122)

1. Report separately each item of property with a book cost of \$5,000 or more included in account 121.
2. Other items may be grouped by classes of property.
3. 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
Other (specify):					
NONE	0			0	2
Total Nonutility Property (121)	0	0	0	0	
Less accum. prov. depr. & amort. (122)	0			0	3
Net Nonutility Property	0	0	0	0	

ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS-CR. (ACCT. 144)

Particulars (a)	Amount (b)	
Balance first of year	0	1
Additions:		
Provision for uncollectibles during year		2
Collection of accounts previously written off: Utility Customers		3
Collection of accounts previously written off: Others		4
Total Additions	0	
Deductions:		
Accounts written off during the year: Utility Customers		5
Accounts written off during the year: Others		6
Total accounts written off	0	
Balance end of year	0	

MATERIALS AND SUPPLIES

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

Account	Total End of Year	Amount Prior Year	
Electric utility total	0	0	1
Water utility (154)	282,062	277,999	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 Materials and Supplies	282,062	277,999	

**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)				
NONE				1
Total			0	
Unamortized premium on debt (251)				
WATER UTILITY BONDS	822	2854	13,720	2
Total			13,720	

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.

Particulars (a)	Amount (b)	
Balance first of year	1,640,701	1
Changes during year (explain):		
NONE		2
Balance end of year	1,640,701	

BONDS (ACCT. 221)

1. Report hereunder information required for each separate issue of bonds.
2. If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.
3. Proceeds advanced by the municipality from sale of general obligation bonds, if repayable by utility, should be included in account 223.

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%	1,696,815	1
2005 WATER UTILITY REVENUE BONDS	09/01/2005	09/01/2025	3.99%	2,585,000	2
2007 WATER UTILITY REVENUE BONDS	04/15/2007	05/01/2027	5.00%	3,125,000	3
2013 WATER UTILITY REVENUE BONDS	04/03/2013	05/01/2033	1.97%	2,920,000	4
Total Bonds (Account 221):				10,326,815	

NOTES PAYABLE & MISCELLANEOUS LONG-TERM DEBT

1. Report each class of debt included in Accounts 223, 224 and 231.
2. Proceeds of general obligation issues, if subject to repayment by the utility, should be included in Account 223.
3. If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.

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)					
UNFUNDED PENSION	03/15/2008	03/15/2027	1.97%	241,278	1
Total for Account 223				241,278	
Other Long-Term Debt (224)					
NONE	00/00/0000	00/00/0000	0.00%	0	2
Total for Account 224				0	
Notes Payable (231)					
NONE	00/00/0000	00/00/0000	0.00%	0	3
Total for Account 231				0	

TAXES ACCRUED (ACCT. 236)

Particulars (a)	Amount (b)	
Balance first of year	1,047,977	1
Accruals:		
Charged water department expense	1,204,682	2
Charged electric department expense		3
Charged sewer department expense	22,921	4
Other (explain):		
NONE		5
Total Accruals and other credits	<u>1,227,603</u>	
Taxes paid during year:		
County, state and local taxes	1,064,728	6
Social Security taxes	115,070	7
PSC Remainder Assessment	8,134	8
Other (explain):		
NONE		9
Total payments and other debits	<u>1,187,932</u>	
Balance end of year	<u><u>1,087,648</u></u>	

INTEREST ACCRUED (ACCT. 237)

1. Report below interest accrued on each utility obligation.
 2. 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)					
2007 WATER UTILITY REVENUE BONDS \$4,000,000	24,274	138,977	140,644	22,607	1
2004 SAFE DRINKING WATER LOAN \$3,152,000	8,529	48,168	48,920	7,777	2
2005 WATER UTILITY REVENUE BONDS \$4,900,000	18,973	107,838	109,338	17,473	3
2013 WATER UTILITY REVENUE BOND	54,837	80,958	122,238	13,557	4
Subtotal	106,613	375,941	421,140	61,414	
Advances from Municipality (223)					
UNFUNDED PENSION	4,513	6,101	4,796	5,818	5
Subtotal	4,513	6,101	4,796	5,818	
Other Long-Term Debt (224)					
None	0			0	6
Subtotal	0	0	0	0	
Notes Payable (231)					
None	0			0	7
Subtotal	0	0	0	0	
Total	111,126	382,042	425,936	67,232	

DETAIL OF OTHER BALANCE SHEET 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.

Particulars (a)	Balance End of Year (b)	
Investment in Municipality (123):		
NONE		1
Total (Acct. 123):	0	
Other Investments (124):		
NONE		2
Total (Acct. 124):	0	
Sinking Funds (125):		
BOND RESERVE FUND	592,957	3
Total (Acct. 125):	592,957	
Depreciation Fund (126):		
NONE		4
Total (Acct. 126):	0	
Other Special Funds (128):		
EMPLOYEE INVESTMENT IN ICMA & DEFERRED COMP	1,386,006	5
Total (Acct. 128):	1,386,006	
Special Deposits (134):		
NONE		6
Total (Acct. 134):	0	
Notes Receivable (141):		
NONE		7
Total (Acct. 141):	0	
Customer Accounts Receivable (142):		
Water	1,339,862	8
Electric		9
Sewer (Regulated)		10
Other (specify):		
NONE		11
Total (Acct. 142):	1,339,862	
Other Accounts Receivable (143):		
Sewer (Non-regulated)		12
Merchandising, jobbing and contract work		13
Other (specify):		
NONE		14
Total (Acct. 143):	0	
Receivables from Municipality (145):		
WATERMAIN, LATERAL ASSESSMENTS, FIRE PROTECTION	533,259	* 15
Total (Acct. 145):	533,259	
Prepayments (165):		
PREPAID INSURANCE	47,158	16
Total (Acct. 165):	47,158	

DETAIL OF OTHER BALANCE SHEET 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.

Particulars (a)	Balance End of Year (b)	
Extraordinary Property Losses (182):		
NONE		17
Total (Acct. 182):	0	
Preliminary Survey and Investigation Charges (183):		
NONE		18
Total (Acct. 183):	0	
Clearing Accounts (184):		
NONE		19
Total (Acct. 184):	0	
Temporary Facilities (185):		
NONE		20
Total (Acct. 185):	0	
Miscellaneous Deferred Debits (186):		
NONE		21
Total (Acct. 186):	0	
Payables to Municipality (233):		
NONE		22
Total (Acct. 233):	0	
Other Deferred Credits (253):		
Regulatory Liability	226,154	23
NONE		24
Total (Acct. 253):	226,154	

DETAIL OF OTHER BALANCE SHEET ACCOUNTS

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

Please explain amounts in Accounts 143, 145 and/or 233 in excess of \$10,000, providing a short list or detail using other than terms such as "other revenues" "general" "miscellaneous" or repeating the account title.

Account 145 - Receivables from water main assessments \$137,107 and water lateral assessments \$396,152.

RETURN ON RATE BASE COMPUTATION

1. The data used in calculating rate base are averages.
2. 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.
3. Note: 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.

Average Rate Base (a)	Water (b)	Electric (c)	Sewer (d)	Gas (e)	Total (f)	
Add Average:						
Utility Plant in Service (101.1)	48,510,508	0	0	0	48,510,508	1
Materials and Supplies	280,030	0	0	0	280,030	2
Other (specify):						
NONE					0	3
Less Average:						
Reserve for Depreciation (111.1)	14,584,268	0	0	0	14,584,268	4
Customer Advances for Construction					0	5
Regulatory Liability	238,721	0	0	0	238,721	6
NONE					0	7
Average Net Rate Base	33,967,549	0	0	0	33,967,549	
 Net Operating Income	 1,833,811	 0	 0	 0	 1,833,811	 8
 Net Operating Income as a percent of						
Average Net Rate Base	5.40%	N/A	N/A	N/A	5.40%	

**REGULATORY LIABILITY - PRE-2003 HISTORICAL
ACCUMULATED DEPRECIATION ON CONTRIBUTED UTILITY
PLANT (253)**

Particulars (a)	Water (b)	Electric (c)	Sewer (d)	Gas (e)	Total (f)	
Balance First of Year	251,288	0	0	0	251,288	1
Add credits during year:						
NONE					0	2
Deduct charges:						
Miscellaneous Amortization (425)	25,134	0	0	0	25,134	3
Other (specify):						
NONE					0	4
Balance End of Year	226,154	0	0	0	226,154	

IMPORTANT CHANGES DURING THE YEAR

WATER OPERATING REVENUES & EXPENSES

Particulars (a)	This Year (b)	Last Year (c)	
Operating Revenues			
Sales of Water			
Sales of Water (460-467)	8,038,409	7,616,928	1
Total Sales of Water	8,038,409	7,616,928	
Other Operating Revenues			
Forfeited Discounts (470)	66,351	70,239	2
Rents from Water Property (472)	20,259	19,669	3
Interdepartmental Rents (473)	0	0	4
Other Water Revenues (474)	36,615	28,461	5
Total Other Operating Revenues	123,225	118,369	
Total Operating Revenues	8,161,634	7,735,297	
Operation and Maintenance Expenses			
Source of Supply Expense (600-617)	10,321	9,025	6
Pumping Expenses (620-633)	627,389	592,919	7
Water Treatment Expenses (640-652)	1,262,947	1,022,488	8
Transmission and Distribution Expenses (660-678)	885,540	706,582	9
Customer Accounts Expenses (901-906)	239,050	189,697	10
Sales Expenses (910)	0	0	11
Administrative and General Expenses (920-932)	1,018,505	873,327	12
Total Operation and Maintenance Expenses	4,043,752	3,394,038	
Other Operating Expenses			
Depreciation Expense (403)	1,096,139	1,022,726	13
Amortization Expense (404-407)		0	14
Taxes (408)	1,187,932	1,144,248	15
Total Other Operating Expenses	2,284,071	2,166,974	
Total Operating Expenses	6,327,823	5,561,012	
NET OPERATING INCOME	1,833,811	2,174,285	

WATER OPERATING REVENUES - SALES OF WATER

1. Where customer meters record cubic feet, multiply by 7.48 to obtain number of gallons.
2. Report estimated gallons for unmetered sales.
3. Sales to multiple dwelling buildings through a single meter serving 3 or more family units should be classified commercial.
4. 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).
5. Report average no. 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 Average No. of Customers column.

Particulars (a)	Average No. Customers (b)	Thousands of Gallons of Water Sold (c)	Amounts (d)	
Operating Revenues				
Sales of Water				
Unmetered Sales to General Customers (460)				
Residential (460.1)				1
Commercial (460.2)				2
Industrial (460.3)				3
Public Authority (460.4)				4
Multifamily Residential (460.5)				5
Irrigation (460.6)				6
Total Unmetered Sales to General Customers (460)	0	0	0	
Metered Sales to General Customers (461)				
Residential (461.1)	16,924	780,669	2,160,680	7
Commercial (461.2)	1,308	254,261	544,009	8
Industrial (461.3)	179	2,441,370	3,339,991	9
Public Authority (461.4)	126	49,183	103,502	10
Multifamily Residential (461.5)	278	115,571	239,656	11
Irrigation (461.6)				12
Total Metered Sales to General Customers (461)	18,815	3,641,054	6,387,838	
Private Fire Protection Service (462)	256		89,204	13
Public Fire Protection Service (463)	18,638		794,851	14
Other Water Sales (465)	3	12,750	11,695	15
Sales for Resale (466)	2	716,439	754,821	16
Interdepartmental Sales (467)				17
Total Sales of Water	37,714	4,370,243	8,038,409	

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	TAYLOR DR & ERIE AVE	305,982	310,478	1
SHEBOYGAN FALLS	TAYLOR DR & HWY 23	410,457	444,343	2
Total		716,439	754,821	

OTHER OPERATING REVENUES (WATER)

1. Report revenues relating to each account and fully describe each item using other than the account title.
2. 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.
3. 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).

Particulars (a)	Amount (b)	
Public Fire Protection Service (463):		
Amount billed for fighting fires outside utility's service areas (usually per rate schedule F-2 or BW-1)		1
Other (specify):		
Amount billed (usually per rate schedule F-1 or Fd-1)	794,851	2
NONE		3
Wholesale fire protection billed		4
Total Public Fire Protection Service (463)	794,851	
Forfeited Discounts (470):		
Customer late payment charges	32,823	5
Other (specify):		
METER, TAP, TESTING	33,528	6
Total Forfeited Discounts (470)	66,351	
Rents from Water Property (472):		
RENTS FROM WATER PROPERTY	20,259	7
Total Rents from Water Property (472)	20,259	
Interdepartmental Rents (473):		
NONE		8
Total Interdepartmental Rents (473)	0	
Other Water Revenues (474):		
Return on net investment in meters charged to sewer department	36,615	9
Other (specify):		
NONE		10
Total Other Water Revenues (474)	36,615	

OTHER OPERATING REVENUES (WATER)

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

Please explain amounts in Account 474 in excess of \$10,000, including like items grouped. Please provide, for example, a short list or detail using other than terms such as "other revenues" "general" "miscellaneous" or repeating the account title.

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

WATER OPERATION & MAINTENANCE EXPENSES

Each expense account that has an increase or a decrease when compared to the previous year of greater than 15 percent, but not less than \$10,000, shall be fully explained in the schedule footnotes.

Particulars (a)	This Year (b)	Last Year (c)	
SOURCE OF SUPPLY EXPENSES			
Operation Supervision and Engineering (600)		0	1
Operation Labor and Expenses (601)		0	2
Purchased Water (602)		0	3
Miscellaneous Expenses (603)		0	4
Rents (604)		0	5
Maintenance Supervision and Engineering (610)	192	0	6
Maintenance of Structures and Improvements (611)		0	7
Maintenance of Collecting and Impounding Reservoirs (612)		0	8
Maintenance of Lake, River and Other Intakes (613)	10,129	9,025	9
Maintenance of Wells and Springs (614)		0	10
Maintenance of Supply Mains (616)		0	11
Maintenance of Miscellaneous Water Source Plant (617)		0	12
Total Source of Supply Expenses	10,321	9,025	
PUMPING EXPENSES			
Operation Supervision and Engineering (620)	28,854	22,856	13
Fuel for Power Production (621)		0	14
Power Production Labor and Expenses (622)		0	15
Fuel or Power Purchased for Pumping (623)	444,350	440,706	16
Pumping Labor and Expenses (624)	447	11,071	* 17
Expenses Transferred--Credit (625)		0	18
Miscellaneous Expenses (626)	55,805	59,428	19
Rents (627)		0	20
Maintenance Supervision and Engineering (630)	11,052	9,210	21
Maintenance of Structures and Improvements (631)	54,515	33,776	* 22
Maintenance of Power Production Equipment (632)		0	23
Maintenance of Pumping Equipment (633)	32,366	15,872	* 24
Total Pumping Expenses	627,389	592,919	
WATER TREATMENT EXPENSES			
Operation Supervision and Engineering (640)	30,379	27,138	25
Chemicals (641)	279,553	266,827	26
Operation Labor and Expenses (642)	708,030	583,114	* 27
Miscellaneous Expenses (643)	31,678	31,174	28
Rents (644)		0	29
Maintenance Supervision and Engineering (650)		0	30
Maintenance of Structures and Improvements (651)	142,547	48,285	* 31
Maintenance of Water Treatment Equipment (652)	70,760	65,950	32
Total Water Treatment Expenses	1,262,947	1,022,488	

WATER OPERATION & MAINTENANCE EXPENSES

Each expense account that has an increase or a decrease when compared to the previous year of greater than 15 percent, but not less than \$10,000, shall be fully explained in the schedule footnotes.

Particulars (a)	This Year (b)	Last Year (c)	
TRANSMISSION AND DISTRIBUTION EXPENSES			
Operation Supervision and Engineering (660)	38,966	38,749	33
Storage Facilities Expenses (661)	10,573	19,532	34
Transmission and Distribution Lines Expenses (662)	61,578	65,334	35
Meter Expenses (663)	37,165	123,627	* 36
Customer Installations Expenses (664)	72,497	59,429	* 37
Miscellaneous Expenses (665)	124,859	93,967	* 38
Rents (666)		0	39
Maintenance Supervision and Engineering (670)		0	40
Maintenance of Structures and Improvements (671)	78,190	73,481	41
Maintenance of Distribution Reservoirs and Standpipes (672)	16,060	7,323	42
Maintenance of Transmission and Distribution Mains (673)	382,257	163,863	* 43
Maintenance of Services (675)	19,050	497	* 44
Maintenance of Meters (676)	16,016	33,478	* 45
Maintenance of Hydrants (677)	28,329	27,302	46
Maintenance of Miscellaneous Plant (678)		0	47
Total Transmission and Distribution Expenses	885,540	706,582	
CUSTOMER ACCOUNTS EXPENSES			
Supervision (901)	24,998	11,854	* 48
Meter Reading Expenses (902)	35,521	30,794	49
Customer Records and Collection Expenses (903)	117,668	102,095	50
Uncollectible Accounts (904)	8,668	789	51
Miscellaneous Customer Accounts Expenses (905)		0	52
Customer Service and Information Expenses (906)	52,195	44,165	53
Total Customer Accounts Expenses	239,060	189,697	
SALES EXPENSES			
Sales Expenses (910)		0	54
Total Sales Expenses	0	0	
ADMINISTRATIVE AND GENERAL EXPENSES			
Administrative and General Salaries (920)	236,516	225,740	55
Office Supplies and Expenses (921)	14,338	22,027	56
Administrative Expenses Transferred--Credit (922)		0	57
Outside Services Employed (923)	23,599	39,483	* 58
Property Insurance (924)	40,083	38,156	59
Injuries and Damages (925)	58,922	59,871	60
Employee Pensions and Benefits (926)	562,204	445,171	* 61
Regulatory Commission Expenses (928)		0	62
Duplicate Charges--Credit (929)		0	63

WATER OPERATION & MAINTENANCE EXPENSES

Each expense account that has an increase or a decrease when compared to the previous year of greater than 15 percent, but not less than \$10,000, shall be fully explained in the schedule footnotes.

Particulars (a)	This Year (b)	Last Year (c)	
ADMINISTRATIVE AND GENERAL EXPENSES			
Miscellaneous General Expenses (930)	64,080	22,455	* 64
Rents (931)		0	65
Maintenance of General Plant (932)	18,763	20,424	66
Total Administrative and General Expenses	1,018,505	873,327	
Total Operation and Maintenance Expenses	4,043,752	3,394,038	

WATER OPERATION & MAINTENANCE EXPENSES

Water Operation & Maintenance Expenses (Page W-05)

For values that represent an increase or a decrease when compared to the previous year of greater than 15%, but not less \$10,000, please explain.

Account 926 - Increase in expense is due to increase in hospitalization insurance. Additional staff member was added. There was an increase of approximately \$90,000.

Account 651 - Increase in expense is due to painting and maintenance of filter gallery ceiling.

Account 624 - In the prior year there was an increase due to promotion of staff member to supervisory position mid 2013.

Account 631 - Increase in maintenance expense is related to painting and maintenance of Eerie Avenue reservoirs.

Account 642 - Increase is related to costs incurred relating to basin sludge removal. This was previously done by the City.

Account 633 - Increase in maintenance expense is related to the large number of water main breaks and basin sludge removal activities.

Account 930 - Increase in maintenance due to reconnection fee refunds.

Account 664 - Increase in expense is associated with cross connection and meter change out programs.

Account 665 - Increase in expense related to engineering department update and maintenance. Utility added additional engineering staff member.

Account 663 - Decrease in expense is related to electronic readers previously expensed are now capitalized.

Account 673 - Increase in expense is related to large number of main breaks in current year. Utility noted a large number of breaks due to harsh winter conditions.

Account 675 - Increase in current year expense is due to services maintenance increases compared to 2013.

Account 676 - Decrease in expense is related to large purchase of cross connection parts at the end of 2013. No purchases in 2014.

Account 901 - Supervision salary expense increased in current year due to promotion of staff member to supervisory position.

Account 923 - Decrease is related to 2013 bond issue. No issue in 2014.

TAXES (ACCT. 408 - WATER)

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

Description of Tax (a)	Method Used to Allocate Between Departments (b)	This Year (c)	Last Year (d)	
Property Tax Equivalent		1,087,649	1,047,976	1
Less: Local and School Tax Equivalent on Meters Charged to Sewer Department		22,921	22,331	2
Net property tax equivalent		1,064,728	1,025,645	
Social Security		8,134	7,779	3
PSC Remainder Assessment		115,070	110,824	4
Other (specify):				
PROPERTY TAX			0	5
Total tax expense		1,187,932	1,144,248	

PROPERTY TAX EQUIVALENT (WATER)

1. No property tax equivalent shall be determined for sewer utilities or town sanitary district water utilities.
2. 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.
3. The assessment ratio is available from the municipal treasurer. Report the ratio as a decimal to six (6) places.
4. 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.
5. 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.
6. The Property Tax Equivalent to be reported for the year is determined pursuant to Wis. Stat § 66.0811(2). Report the higher of the current year calculation or the tax equivalent reported in the 1994 PSC annual report, unless, the municipality has authorized a lower amount, then that amount is reported as the property tax equivalent.
7. If the municipality has authorized a lower amount, the authorization description and date of the authorization must be reported in the Property Tax Equivalent schedule footnotes.

Particulars (a)	Units (b)	Total (c)	County A (d)	County B (e)	County C (f)	County D (g)	
County name			Sheboygan				1
SUMMARY OF TAX RATES							2
State tax rate	mills		0.175180				3
County tax rate	mills		5.664120				4
Local tax rate	mills		9.537380				5
School tax rate	mills		12.648700				6
Voc. school tax rate	mills		0.804340				7
Other tax rate - Local	mills		0.000000				8
Other tax rate - Non-Local	mills		0.000000				9
Total tax rate	mills		28.829720				10
Less: state credit	mills		1.849300				11
Net tax rate	mills		26.980420				12
PROPERTY TAX EQUIVALENT CALCULATION							13
Local Tax Rate	mills		9.537380				14
Combined School Tax Rate	mills		13.453040				15
Other Tax Rate - Local	mills		0.000000				16
Total Local & School Tax	mills		22.990420				17
Total Tax Rate	mills		28.829720				18
Ratio of Local and School Tax to Total	dec.		0.797456				19
Total tax net of state credit	mills		26.980420				20
Net Local and School Tax Rate	mills		21.515685				21
Utility Plant, Jan. 1	\$	53,383,814	53,383,814				22
Materials & Supplies	\$	277,999	277,999				23
Subtotal	\$	53,661,813	53,661,813				24
Less: Plant Outside Limits	\$	1,496,388	1,496,388				25
Taxable Assets	\$	52,165,425	52,165,425				26
Assessment Ratio	dec.		0.969060				27
Assessed Value	\$	50,551,427	50,551,427				28
Net Local & School Rate	mills		21.515685				29
Tax Equiv. Computed for Current Year	\$	1,087,649	1,087,649				30
Tax Equivalent per 1994 PSC Report	\$	560,533					31
Any lower tax equivalent as authorized by municipality (see note 6)	\$						32
Tax equiv. for current year (see note 6)	\$	1,087,649	1,087,649				34
Footnotes							35

WATER UTILITY PLANT IN SERVICE
--Plant Financed by Utility or Municipality--

1. All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (f), Adjustments.
2. Explain fully as a schedule footnote the nature of all entries reported in Column (f), Adjustments.
3. Explain as a schedule footnote the dollar additions and retirements reported in Columns (c) and (e) for each account over \$100,000. If applicable, provide construction authorization.
4. 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 (e)	Adjustments Increase or (Decrease) (f)	Balance End of Year (g)	
INTANGIBLE PLANT						
Organization (301)	0				0	1
Franchises and Consents (302)	0				0	2
Miscellaneous Intangible Plant (303)	0				0	3
Total Intangible Plant	0	0	0	0	0	
SOURCE OF SUPPLY PLANT						
Land and Land Rights (310)	0				0	4
Structures and Improvements (311)	0				0	5
Collecting and Impounding Reservoirs (312)	0				0	6
Lake, River and Other Intakes (313)	695,688				695,688	7
Wells and Springs (314)	0				0	8
Supply Mains (316)	0				0	9
Other Water Source Plant (317)	0				0	10
Total Source of Supply Plant	695,688	0	0	0	695,688	
PUMPING PLANT						
Land and Land Rights (320)	2,475				2,475	11
Structures and Improvements (321)	2,146,326	274,032	13,360		2,406,998	* 12
Other Power Production Equipment (323)	108,644				108,644	13
Electric Pumping Equipment (325)	2,066,412		19,053		2,047,369	14
Diesel Pumping Equipment (326)	0				0	15
Other Pumping Equipment (328)	653,951				653,951	16
Total Pumping Plant	4,977,808	274,032	32,413	0	5,219,427	
WATER TREATMENT PLANT						
Land and Land Rights (330)	13,330				13,330	17
Structures and Improvements (331)	3,060,880	249,801	91		3,310,590	* 18
Sand or Other Media Filtration Equipment (332)	5,818,442	245,956	6,612		6,057,786	* 19
Membrane Filtration Equipment (333)	0				0	20
Other Water Treatment Equipment (334)	0				0	21
Total Water Treatment Plant	8,892,652	495,757	6,703	0	9,381,706	
TRANSMISSION AND DISTRIBUTION PLANT						
Land and Land Rights (340)	117,865				117,865	22
Structures and Improvements (341)	760,563				760,563	23
Distribution Reservoirs and Standpipes (342)	5,018,792				5,018,792	24
Transmission and Distribution Mains (343)	20,816,342	1,208,317	29,110		21,995,549	25
Services (345)	0				0	26
Meters (346)	2,198,619	305,429	77,223		2,426,825	27
Hydrants (348)	1,765,692	74,907	6,863		1,833,736	28

WATER UTILITY PLANT IN SERVICE
--Plant Financed by Utility or Municipality--

1. All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (f), Adjustments.
2. Explain fully as a schedule footnote the nature of all entries reported in Column (f), Adjustments.
3. Explain as a schedule footnote the dollar additions and retirements reported in Columns (c) and (e) for each account over \$100,000. If applicable, provide construction authorization.
4. 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 (e)	Adjustments Increase or (Decrease) (f)	Balance End of Year (g)	
TRANSMISSION AND DISTRIBUTION PLANT						
Other Transmission and Distribution Plant (349)	0				0	29
Total Transmission and Distribution Plant	30,677,873	1,588,653	113,196	0	32,153,330	
GENERAL PLANT						
Land and Land Rights (389)	0				0	30
Structures and Improvements (390)	551,752			36,697	588,449	* 31
Office Furniture and Equipment (391)	83,831	12,837	3,480	(36,697)	56,491	* 32
Computer Equipment (391.1)	201,769	24,656	2,903		223,522	33
Transportation Equipment (392)	452,190	52,568	35,829		468,929	34
Stores Equipment (393)	0				0	35
Tools, Shop and Garage Equipment (394)	150,819	9,700	1,905		158,614	36
Laboratory Equipment (395)	17,146				17,146	37
Power Operated Equipment (396)	336,926	43,534	12,013		368,447	38
Communication Equipment (397)	17,277				17,277	39
SCADA Equipment (397.1)	308,130				308,130	40
Miscellaneous Equipment (398)	0				0	41
Total General Plant	2,119,840	143,295	56,130	0	2,207,005	
Total utility plant in service directly assignable	47,363,861	2,501,737	208,442	0	49,657,156	
Common Utility Plant Allocated to Water Department (300)	0				0	42
Total utility plant in service	47,363,861	2,501,737	208,442	0	49,657,156	

WATER UTILITY PLANT IN SERVICE
--Plant Financed by Utility or Municipality--

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

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

Account 321 - Addition due to projects being reclassified from construction in progress to fixed assets. This mainly related to new washwater storage tank.

Account 332 - Increase due to capitalization of wash tank project.

Account 331 - Addition due to projects being reclassified from construction in progress to fixed assets. This is mainly related to distribution projects.

If Adjustments for any account are nonzero, please explain.

Accounts 390 & 391 - This adjustment is due to a reclassification of assets between accounts relating to office furniture and equipment. Auditors viewed supporting documentation and noted that activity appears reasonable.

**WATER UTILITY PLANT IN SERVICE
--Plant Financed by Contributions--**

1. All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (f), Adjustments.
2. Explain fully as a schedule footnote the nature of all entries reported in Column (f), Adjustments.
3. Explain as a schedule footnote the dollar additions and retirements reported in Columns (c) and (e) for each account over \$100,000. If applicable, provide construction authorization.
4. 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 (e)	Adjustments Increase or (Decrease) (f)	Balance End of Year (g)	
INTANGIBLE PLANT						
Organization (301)	0				0	1
Franchises and Consents (302)	0				0	2
Miscellaneous Intangible Plant (303)	0				0	3
Total Intangible Plant	0	0	0	0	0	
SOURCE OF SUPPLY PLANT						
Land and Land Rights (310)	0				0	4
Structures and Improvements (311)	0				0	5
Collecting and Impounding Reservoirs (312)	0				0	6
Lake, River and Other Intakes (313)	0				0	7
Wells and Springs (314)	0				0	8
Supply Mains (316)	0				0	9
Other Water Source Plant (317)	0				0	10
Total Source of Supply Plant	0	0	0	0	0	
PUMPING PLANT						
Land and Land Rights (320)	0				0	11
Structures and Improvements (321)	0				0	12
Other Power Production Equipment (323)	0				0	13
Electric Pumping Equipment (325)	0				0	14
Diesel Pumping Equipment (326)	0				0	15
Other Pumping Equipment (328)	0				0	16
Total Pumping Plant	0	0	0	0	0	
WATER TREATMENT PLANT						
Land and Land Rights (330)	0				0	17
Structures and Improvements (331)	0				0	18
Sand or Other Media Filtration Equipment (332)	94,222				94,222	19
Membrane Filtration Equipment (333)	0				0	20
Other Water Treatment Equipment (334)	0				0	21
Total Water Treatment Plant	94,222	0	0	0	94,222	
TRANSMISSION AND DISTRIBUTION PLANT						
Land and Land Rights (340)	0				0	22
Structures and Improvements (341)	0				0	23
Distribution Reservoirs and Standpipes (342)	0				0	24
Transmission and Distribution Mains (343)	4,718,997				4,718,997	25
Services (345)	0				0	26
Meters (346)	0				0	27
Hydrants (348)	397,536				397,536	28

**WATER UTILITY PLANT IN SERVICE
--Plant Financed by Contributions--**

1. All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (f), Adjustments.
2. Explain fully as a schedule footnote the nature of all entries reported in Column (f), Adjustments.
3. Explain as a schedule footnote the dollar additions and retirements reported in Columns (c) and (e) for each account over \$100,000. If applicable, provide construction authorization.
4. 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 (e)	Adjustments Increase or (Decrease) (f)	Balance End of Year (g)	
TRANSMISSION AND DISTRIBUTION PLANT						
Other Transmission and Distribution Plant (349)	0				0	29
Total Transmission and Distribution Plant	5,116,533	0	0	0	5,116,533	
GENERAL PLANT						
Land and Land Rights (389)	0				0	30
Structures and Improvements (390)	0				0	31
Office Furniture and Equipment (391)	0				0	32
Computer Equipment (391.1)	0				0	33
Transportation Equipment (392)	0				0	34
Stores Equipment (393)	0				0	35
Tools, Shop and Garage Equipment (394)	0				0	36
Laboratory Equipment (395)	0				0	37
Power Operated Equipment (396)	0				0	38
Communication Equipment (397)	0				0	39
SCADA Equipment (397.1)	0				0	40
Miscellaneous Equipment (398)	0				0	41
Total General Plant	0	0	0	0	0	
Total utility plant in service directly assignable	5,210,755	0	0	0	5,210,755	
Common Utility Plant Allocated to Water Department (300)	0				0	42
Total utility plant in service	5,210,755	0	0	0	5,210,755	

ACCUMULATED PROVISION FOR DEPRECIATION - WATER
--Plant Financed by Utility or Municipality--

1. 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.
2. If more than one depreciation rate is used, report the average rate in column (c).

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	
SOURCE OF SUPPLY PLANT				
Structures and Improvements (311)	0	0.00%		1
Collecting and Impounding Reservoirs (312)	0	0.00%		2
Lake, River and Other Intakes (313)	456,218	1.70%	11,827	3
Wells and Springs (314)	0	0.00%		4
Supply Mains (316)	0	0.00%		5
Other Water Source Plant (317)	0	0.00%		6
Total Source of Supply Plant	456,218		11,827	
PUMPING PLANT				
Structures and Improvements (321)	503,173	3.20%	72,853	7
Other Power Production Equipment (323)	91,534	4.40%	4,780	8
Electric Pumping Equipment (325)	1,163,728	4.40%	90,503	9
Diesel Pumping Equipment (326)	0	0.00%		10
Other Pumping Equipment (328)	541,968	4.40%	28,774	11
Total Pumping Plant	2,300,403		196,910	
WATER TREATMENT PLANT				
Structures and Improvements (331)	1,447,709	3.20%	101,945	12
Sand or Other Media Filtration Equipment (332)	1,648,915	3.30%	195,959	13
Membrane Filtration Equipment (333)	0	0.00%		14
Other Water Treatment Equipment (334)	0	0.00%		15
Total Water Treatment Plant	3,096,624		297,904	
TRANSMISSION AND DISTRIBUTION PLANT				
Structures and Improvements (341)	426,759	3.20%	24,338	16
Distribution Reservoirs and Standpipes (342)	1,006,095	1.90%	95,357	17
Transmission and Distribution Mains (343)	3,628,725	1.30%	278,278	18
Services (345)	0	0.00%		19
Meters (346)	1,417,371	5.50%	127,200	20
Hydrants (348)	413,778	2.20%	39,592	21
Other Transmission and Distribution Plant (349)	0	0.00%		22
Total Transmission and Distribution Plant	6,892,728		564,765	
GENERAL PLANT				
Structures and Improvements (390)	265,588	2.90%	18,419	23
Office Furniture and Equipment (391)	21,002	5.80%	2,545	24
Computer Equipment (391.1)	138,076	26.70%	40,153	25
Transportation Equipment (392)	368,874	13.30%	61,256	26
Stores Equipment (393)	0	0.00%		27
Tools, Shop and Garage Equipment (394)	150,819	5.80%	8,973	28
Laboratory Equipment (395)	11,062	5.80%	994	29

ACCUMULATED PROVISION FOR DEPRECIATION - WATER (cont.)
--Plant Financed by Utility or Municipality--

Account (e)	Book Cost of Plant Retired (f)	Cost of Removal (g)	Salvage (h)	Adjustments Increase or (Decrease) (i)	Balance End of Year (j)	
311					0	1
312					0	2
313					468,045	3
314					0	4
316					0	5
317					0	6
	0	0	0	0	468,045	
321	13,360				562,666	7
323					96,314	8
325	19,053				1,235,178	9
326					0	10
328					570,742	11
	32,413	0	0	0	2,464,900	
331	91				1,549,563	12
332	6,612				1,838,262	13
333					0	14
334					0	15
	6,703	0	0	0	3,387,825	
341					451,097	16
342					1,101,452	17
343	29,110				3,877,893	18
345					0	19
346	77,223				1,467,348	20
348	6,863				446,507	21
349					0	22
	113,196	0	0	0	7,344,297	
390					284,007	23
391	3,480				20,067	24
391.1	2,903				175,326	25
392	35,829				394,301	26
393					0	27
394	1,905				157,887	28
395					12,056	29

**ACCUMULATED PROVISION FOR DEPRECIATION - WATER
--Plant Financed by Utility or Municipality--**

1. 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.
2. If more than one depreciation rate is used, report the average rate in column (c).

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	
GENERAL PLANT				
Power Operated Equipment (396)	49,863	7.50%	26,451	30
Communication Equipment (397)	17,277	15.00%		31
SCADA Equipment (397.1)	301,585	9.20%	6,545	32
Miscellaneous Equipment (398)	0	0.00%		33
Total General Plant	1,324,146		165,336	
Total accum. prov. directly assignable	14,070,119		1,236,742	
 Common Utility Plant Allocated to Water Department	 0	 0.00%		 34
 Total accum. prov. for depreciation	 14,070,119		 1,236,742	

ACCUMULATED PROVISION FOR DEPRECIATION - WATER (cont.)
--Plant Financed by Utility or Municipality--

Account (e)	Book Cost of Plant Retired (f)	Cost of Removal (g)	Salvage (h)	Adjustments Increase or (Decrease) (i)	Balance End of Year (j)	
396	12,013				64,301	30
397					17,277	31
397.1					308,130	32
398					0	33
	56,130	0	0	0	1,433,352	
	208,442	0	0	0	15,098,419	
					0	34
	208,442	0	0	0	15,098,419	

ACCUMULATED PROVISION FOR DEPRECIATION - WATER
--Plant Financed by Contributions--

1. 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.
2. If more than one depreciation rate is used, report the average rate in column (c).

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	
SOURCE OF SUPPLY PLANT				
Structures and Improvements (311)	0	0.00%		1
Collecting and Impounding Reservoirs (312)	0	0.00%		2
Lake, River and Other Intakes (313)	0	0.00%		3
Wells and Springs (314)	0	0.00%		4
Supply Mains (316)	0	0.00%		5
Other Water Source Plant (317)	0	0.00%		6
Total Source of Supply Plant	0		0	
PUMPING PLANT				
Structures and Improvements (321)	0	0.00%		7
Other Power Production Equipment (323)	0	0.00%		8
Electric Pumping Equipment (325)	0	0.00%		9
Diesel Pumping Equipment (326)	0	0.00%		10
Other Pumping Equipment (328)	0	0.00%		11
Total Pumping Plant	0		0	
WATER TREATMENT PLANT				
Structures and Improvements (331)	0	0.00%		12
Sand or Other Media Filtration Equipment (332)	94,222	3.30%		13
Membrane Filtration Equipment (333)	0	0.00%		14
Other Water Treatment Equipment (334)	0	0.00%		15
Total Water Treatment Plant	94,222		0	
TRANSMISSION AND DISTRIBUTION PLANT				
Structures and Improvements (341)	0	0.00%		16
Distribution Reservoirs and Standpipes (342)	0	0.00%		17
Transmission and Distribution Mains (343)	879,680	1.30%	61,347	18
Services (345)	0	0.00%		19
Meters (346)	0	0.00%		20
Hydrants (348)	161,315	2.00%	8,746	21
Other Transmission and Distribution Plant (349)	0	0.00%		22
Total Transmission and Distribution Plant	1,040,995		70,093	
GENERAL PLANT				
Structures and Improvements (390)	0	0.00%		23
Office Furniture and Equipment (391)	0	0.00%		24
Computer Equipment (391.1)	0	0.00%		25
Transportation Equipment (392)	0	0.00%		26
Stores Equipment (393)	0	0.00%		27
Tools, Shop and Garage Equipment (394)	0	0.00%		28
Laboratory Equipment (395)	0	0.00%		29

ACCUMULATED PROVISION FOR DEPRECIATION - WATER (cont.)
--Plant Financed by Contributions--

Account (e)	Book Cost of Plant Retired (f)	Cost of Removal (g)	Salvage (h)	Adjustments Increase or (Decrease) (i)	Balance End of Year (j)	
311					0	1
312					0	2
313					0	3
314					0	4
316					0	5
317					0	6
	0	0	0	0	0	
321					0	7
323					0	8
325					0	9
326					0	10
328					0	11
	0	0	0	0	0	
331					0	12
332					94,222	13
333					0	14
334					0	15
	0	0	0	0	94,222	
341					0	16
342					0	17
343					941,027	18
345					0	19
346					0	20
348					170,061	21
349					0	22
	0	0	0	0	1,111,088	
390					0	23
391					0	24
391.1					0	25
392					0	26
393					0	27
394					0	28
395					0	29

ACCUMULATED PROVISION FOR DEPRECIATION - WATER
--Plant Financed by Contributions--

1. 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.
 2. If more than one depreciation rate is used, report the average rate in column (c).

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	
GENERAL PLANT				
Power Operated Equipment (396)	0	0.00%		30
Communication Equipment (397)	0	0.00%		31
SCADA Equipment (397.1)	0	0.00%		32
Miscellaneous Equipment (398)	0	0.00%		33
Total General Plant	<u>0</u>		<u>0</u>	
Total accum. prov. directly assignable	<u>1,135,217</u>		<u>70,093</u>	
 Common Utility Plant Allocated to Water Department	 0	 0.00%		 34
Total accum. prov. for depreciation	<u><u>1,135,217</u></u>		<u><u>70,093</u></u>	

**ACCUMULATED PROVISION FOR DEPRECIATION - WATER (cont.)
--Plant Financed by Contributions--**

Account (e)	Book Cost of Plant Retired (f)	Cost of Removal (g)	Salvage (h)	Adjustments Increase or (Decrease) (i)	Balance End of Year (j)	
396					0	30
397					0	31
397.1					0	32
398					0	33
	0	0	0	0	0	
	0	0	0	0	1,205,310	
					0	34
	0	0	0	0	1,205,310	

SOURCES OF WATER SUPPLY - STATISTICS

Expanded definitions of the three types of accounted-for water reported on this schedule are included in the schedule Help and in the Reference Manual Schedule Reference Sheet.

Month (a)	Sources of Water Supply			Total Gallons All Methods (000's) (e)	
	Purchased Water Gallons (000's) (b)	Surface Water Gallons (000's) (c)	Ground Water Gallons (000's) (d)		
January		378,132		378,132	1
February		397,272		397,272	2
March		373,749		373,749	3
April		368,683		368,683	4
May		387,082		387,082	5
June		396,667		396,667	6
July		397,896		397,896	7
August		454,920		454,920	8
September		407,975		407,975	9
October		406,204		406,204	10
November		350,633		350,633	11
December		335,731		335,731	12
Total annual pumpage	0	4,654,944	0	4,654,944	

WATER AUDIT AND OTHER STATISTICS

1. Report actual metered values where possible. If water uses are not metered, estimate values for each line based on best available information. Water entering distribution system must equal the sum of Sales (line 5), Authorized System Uses (line 12) and Water Losses (line 19). For assistance, see AWWW M36 Manual - Water Audits and Loss Control Programs.
2. For Gallons used in the treatment process (line 3), estimate water used in production including filter backwash, pumps, and other utility uses before the point of entry to the distribution system.
3. For Gallons used for other system uses (line 11), report other unmetered water used for system operation and maintenance, water used for non-regulated sewer utility and all other unmetered usage that is known to occur and does not fall into one of the other categories listed under Water Usage.
4. For Gallons unknown/not accounted for, estimate the volume of water losses due to other real or apparent losses, including customer meter inaccuracies, data errors, and unknown volumes. Unknown/unaccounted for volumes should be minimized to the extent possible.

WATER AUDIT STATISTICS		1
Source of Water Supply Statistics - Total Annual Pumpage (000's):	4,654,944	2
Less: Gallons (000's) used in the treatment process:	63,282	3
Subtotal: Gallons (000's) entering distribution system:	4,591,662	4
Less: Gallons (000's) sold (Revenue Water):	4,370,243	5
Gallons (000's) entering distribution system but not sold (Non-Revenue Water):	221,419	6
Authorized System Uses:		7
Gallons (000's) used to flush mains:	4,000	8
Gallons (000's) used for fire protection:	1,000	9
Gallons (000's) used to prevent freezing of distribution system:		10
Gallons (000's) used for other system uses:		11
Subtotal Authorized System Uses:	5,000	12
Water Losses (Real and Apparent):		13
Gallons (000's) lost due to main leaks or breaks:	500	14
Gallons (000's) lost due to service leaks or breaks:	4,000	15
Gallons (000's) lost due to hydrant leaks, tank overflows and pressure reducing valves:	10	16
Gallons (000's) for unauthorized usage such as vandalism and theft:	10	17
Gallons (000's) unknown/not accounted for:	211,899	18
Subtotal Water Losses:	216,419	19
Percentage of water entering distribution system sold:	95%	20
Percentage of Real and Apparent Losses:	5%	21
If water losses exceed 15%, indicate causes:		22
		23
		24
If water losses exceed 15%, identify actions taken to reduce water loss:		25
		26
		27

WATER AUDIT AND OTHER STATISTICS (cont.)

OTHER STATISTICS		28
Maximum gallons pumped by all methods in any one day during reporting year (000 gal.)	17,951	29
Date of maximum: 02/27/2014		30
Cause of maximum: Recovery from long main break event.		31
		32
Minimum gallons pumped by all methods in any one day during reporting year (000 gal.)	6,694	33
Date of minimum: 11/29/2014		34
Total KWH used by the utility (include pumping, treatment facilities and other utility operations):	6,397,741	35
If water is purchased:		36
Vendor Name:		37
Point of Delivery:		38
What percentage of purchased water is surface water? 0%		39
Number of main breaks repaired this year:	51	40
Number of service breaks repaired this year:	2	41
Population served (estimate the number of individuals within service area):		42
Inside municipality?	48,725	43
Outside municipality?	10,009	44

SOURCES OF WATER SUPPLY - GROUND WATERS

Description (a)	WDNR Unique Well Number (b)	Depth in feet (c)	Well Diameter in inches (d)	Yield Per Day in gallons (e)	Currently In Service? (f)
NONE					No

SOURCES OF WATER SUPPLY - SURFACE WATERS

Description (a)	Intakes				
	Identification Number (b)	Distance From Shore In feet (c)	Depth Below Surface in feet (d)	Diameter in inches (e)	
LAKE MICHIGAN	1	2,100	30	36	1
LAKE MICHIGAN	2	5,000	46	30	2
LAKE MICHIGAN	3	1,800	25	20	* 3

SOURCES OF WATER SUPPLY - SURFACE WATERS

Sources of Water Supply - Surface Waters (Page W-17)

General footnotes

The pipe on intake #3 is cracked and is no longer in service. It could be put back into service if repaired.

PUMPING & POWER EQUIPMENT

1. Use a separate column for each pump.
2. Indicate purpose of pump by: P for primary (from source to reservoir, treatment or distribution system), B for booster (from reservoir or treatment to distribution system, or within distribution system), or S for standby pumping equipment.
3. Indicate destination (of water pumped) by: R for reservoir, T for treatment or D for distribution system.

Particulars (a)	Unit A (b)	Unit B (c)	Unit C (d)	
Identification	EE #1	ERIE #1	ERIE #2	1
Location	4200 COUNTY RD OK	4024 ERIE AVE	4024 ERIE AVE	2
Purpose	B	B	B	3
Destination	D	D	D	4
Pump Manufacturer	CRANE DEMING	AURORA	AURORA	5
Year Installed	2008	2007	2007	6
Type	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	7
Actual Capacity (gpm)	350	4,200	4,200	8
Pump Motor or Standby Engine Mfr	CRANE DEMING	RELIANCE	RELIANCE	9
Year Installed	2008	2007	2007	10
Type	ELECTRIC	ELECTRIC	ELECTRIC	11
Horsepower	20	200	200	12
Footnotes				13
				14

Particulars (a)	Unit D (b)	Unit E (c)	Unit F (d)	
Identification	ERIE #3	ERIE GENERATOR	GEORGIA #1	15
Location	4024 ERIE AVE	4024 ERIE AVE	2935 GEORGIA AVE	16
Purpose	B	S	B	17
Destination	D	D	D	18
Pump Manufacturer	AURORA	NA	ALLIS CHALMERS	19
Year Installed	2007	2007	1971	20
Type	CENTRIFUGAL	OTHER	VERTICAL TURBINE	21
Actual Capacity (gpm)	4,200	8,400	1,040	22
Pump Motor or Standby Engine Mfr	RELIANCE	CUMMINS	U S ELECTRIC	23
Year Installed	2007	2007	1971	24
Type	ELECTRIC	NATURAL GAS	ELECTRIC	25
Horsepower	200	500	30	26
Footnotes				27
				28

PUMPING & POWER EQUIPMENT

- | |
|--|
| <p>1. Use a separate column for each pump.
 2. Indicate purpose of pump by: P for primary (from source to reservoir, treatment or distribution system), B for booster (from reservoir or treatment to distribution system, or within distribution system), or S for standby pumping equipment.
 3. Indicate destination (of water pumped) by: R for reservoir, T for treatment or D for distribution system.</p> |
|--|

Particulars (a)	Unit A (b)	Unit B (c)	Unit C (d)	
Identification	GEORGIA #2	GEORGIA #3	GEORGIA #4	1
Location	2935 GEORGIA AVE	2935 GEORGIA AVE	2935 GEORGIA	2
Purpose	B	B	B	3
Destination	D	D	D	4
Pump Manufacturer	ALLIS CHALMERS	ALLIS CHALMERS	PEERLESS	5
Year Installed	1971	1971	2000	6
Type	VERTICAL TURBINE	VERTICAL TURBINE	CENTRIFUGAL	7
Actual Capacity (gpm)	1,040	1,040	2,600	8
Pump Motor or Standby Engine Mfr	U S ELECTRIC	U S ELECTRIC	MARATHON	9
Year Installed	1971	1971	2008	10
Type	ELECTRIC	ELECTRIC	ELECTRIC	11
Horsepower	30	30	100	12
Footnotes				13
				14

Particulars (a)	Unit D (b)	Unit E (c)	Unit F (d)	
Identification	GEORGIA #4 GAS	GEORGIA #5	GEORGIA GENERATOR	15
Location	2935 GEORGIA AVE	2935 GEORGIA AVE	2935 GEORGIA AVE	16
Purpose	S	B	S	17
Destination	D	D	D	18
Pump Manufacturer	PEERLESS	AURORA	NA	19
Year Installed	2000	2008	1971	20
Type	CENTRIFUGAL	CENTRIFUGAL	OTHER	21
Actual Capacity (gpm)	2,600	5,000	2,080	22
Pump Motor or Standby Engine Mfr	GM	MARATHON	KOHER	23
Year Installed	2000	2008	1971	24
Type	NATURAL GAS	ELECTRIC	NATURAL GAS	25
Horsepower	100	200	290	26
Footnotes				27
				28

PUMPING & POWER EQUIPMENT

1. Use a separate column for each pump.
2. Indicate purpose of pump by: P for primary (from source to reservoir, treatment or distribution system), B for booster (from reservoir or treatment to distribution system, or within distribution system), or S for standby pumping equipment.
3. Indicate destination (of water pumped) by: R for reservoir, T for treatment or D for distribution system.

Particulars (a)	Unit A (b)	Unit B (c)	Unit C (d)	1
Identification	HIGH LIFT #1	HIGH LIFT #2	HIGH LIFT #3	1
Location	72A PARK AVE HIGH LIFT	72A PARK AVE	72A PARK AVE HIGH LIFT	2
Purpose	P	P	P	3
Destination	D	D	D	4
Pump Manufacturer	ALLIS CHALMERS	WORTHINGTON	DE LAVAL	5
Year Installed	1990	1937	1951	6
Type	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	7
Actual Capacity (gpm)	10,069	6,380	6,800	8
Pump Motor or Standby Engine Mfr	U S MOTOR	U S MOTOR	WESTINGHOUSE	9
Year Installed	1990	2005	2013	10
Type	ELECTRIC	ELECTRIC	ELECTRIC	11
Horsepower	700	400	350	12
Footnotes				13
				14

Particulars (a)	Unit D (b)	Unit E (c)	Unit F (d)	15
Identification	HIGH LIFT #3 GAS	HIGH LIFT #4	HIGH LIFT #4 GAS	15
Location	72A PARK AVE HIGH LIFT	72A PARK AVE HIGH LIFT	72A PARK AVE	16
Purpose	S	P	S	17
Destination	D	D	D	18
Pump Manufacturer	DE LAVAL	ALLIS CHALMERS	ALLIS CHALMERS	19
Year Installed	1951	1990	1990	20
Type	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	21
Actual Capacity (gpm)	6,800	10,069	10,069	22
Pump Motor or Standby Engine Mfr	CATERPILLAR	US ELECTRIC	CATERPILLAR	23
Year Installed	1990	2004	1990	24
Type	NATURAL GAS	ELECTRIC	NATURAL GAS	25
Horsepower	400	700	700	26
Footnotes				27
				28

PUMPING & POWER EQUIPMENT

1. Use a separate column for each pump.
2. Indicate purpose of pump by: P for primary (from source to reservoir, treatment or distribution system), B for booster (from reservoir or treatment to distribution system, or within distribution system), or S for standby pumping equipment.
3. Indicate destination (of water pumped) by: R for reservoir, T for treatment or D for distribution system.

Particulars (a)	Unit A (b)	Unit B (c)	Unit C (d)	
Identification	HIGH LIFT #5	LOW LIFT #6	LOW LIFT #7	1
Location	72A PARK AVE HIGH LIFT	72A PARK AVE LOW LIFT	72A PARK AVE LOW LIFT	2
Purpose	P	P	S	3
Destination	D	T	T	4
Pump Manufacturer	ALLIS CHALMERS	ALLIS CHALMERS	DE LAVAL	5
Year Installed	1972	1980	1931	6
Type	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	7
Actual Capacity (gpm)	10,000	5,556	8,400	8
Pump Motor or Standby Engine Mfr	US MOTORS	LOUIS ALLIS	CUMMINS	9 10
Year Installed	2003	1992	1991	11
Type	ELECTRIC	ELECTRIC	NATURAL GAS	12
Horsepower	700	150	200	13
Footnotes				14

Particulars (a)	Unit D (b)	Unit E (c)	Unit F (d)	
Identification	LOW LIFT #9	LOWLIFT #8	PLANT GENERATOR	15
Location	72A PARK AVE LOW LIFT	72A PARK AVE LOW LIFT	72A PARK AVE	16
Purpose	P	P	S	17
Destination	T	T	T	18
Pump Manufacturer	ALLIS CHALMERS	PEERLESS	NA	19
Year Installed	1959	1991	1991	20
Type	CENTRIFUGAL	CENTRIFUGAL	OTHER	21
Actual Capacity (gpm)	9,000	13,200	9,000	22
Pump Motor or Standby Engine Mfr	U S ELECTRIC	SIEMANS ALLIS	CUMMINS	23 24
Year Installed	2004	1991	1991	25
Type	ELECTRIC	ELECTRIC	NATURAL GAS	26
Horsepower	150	200	245	27
Footnotes				28

PUMPING & POWER EQUIPMENT

1. Use a separate column for each pump.
2. Indicate purpose of pump by: P for primary (from source to reservoir, treatment or distribution system), B for booster (from reservoir or treatment to distribution system, or within distribution system), or S for standby pumping equipment.
3. Indicate destination (of water pumped) by: R for reservoir, T for treatment or D for distribution system.

Particulars (a)	Unit A (b)	Unit B (c)	Unit C (d)	
Identification	WASH PUMP #10	WASH PUMP 2 #11	WILGUS #1	1
Location	72A PARK AVE WASH PUMP	72A PARK AVE WASH PUMP	3169 WILGUS AVE	2
Purpose	P	S	B	3
Destination	T	T	D	4
Pump Manufacturer	ALLIS CHALMERS	FAIRBANKS MORSE	ITT GOULD	5
Year Installed	1959	2013	1986	6
Type	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	7
Actual Capacity (gpm)	5,200	8,000	250	8
Pump Motor or Standby Engine Mfr	ALLIS CHALMERS	US MOTORS	SIEMANS ALLIS	9 10
Year Installed	1959	2013	1986	11
Type	ELECTRIC	ELECTRIC	ELECTRIC	12
Horsepower	100	200	7	13
Footnotes				14

Particulars (a)	Unit D (b)	Unit E (c)	Unit F (d)	
Identification	WILGUS #2	WILGUS #2 GAS	WILGUS #3	15
Location	3169 WILGUS AVE	3169 WILGUS AVE	3169 WILGUS AVE	16
Purpose	B	S	B	17
Destination	D	D	D	18
Pump Manufacturer	ALLIS CHALMERS	ALLIS CHALMERS	ALLIS CHALMERS	19
Year Installed	1986	1986	1986	20
Type	CENTRIFUGAL	CENTRIFUGAL	CENTRIFUGAL	21
Actual Capacity (gpm)	650	650	1,500	22
Pump Motor or Standby Engine Mfr	BALDOR	TELDYNE	MARATHON ELECTRIC	23 24
Year Installed	2006	2011	2011	25
Type	ELECTRIC	NATURAL GAS	ELECTRIC	26
Horsepower	20	30	60	27
Footnotes				28

RESERVOIRS, STANDPIPES AND ELEVATED TANKS

1. Identify as R (reservoir), S (standpipe) & ET (elevated tank).
2. Use a separate column for each using additional copies if necessary.
3. For primary material, use earthen, steel, concrete or other.
4. Enter elevation difference between highest water level in S or ET, (or R only on an elevated site) and the water main where the connection to the storage begins branching into the distribution system.

Description (a)	Identification Number (b)	Year Constructed (c)	Type (d)	Primary Material (e)	Elevation Difference in Feet (f)	Total Capacity in Gallons (g)	
EE TOWER	1	1989	ET	STEEL	146	500000	1
ERIE - NORTH	4	2007	R	CONCRETE	60	3000000	2
ERIE - SOUTH	5	2007	R	CONCRETE	60	3000000	3
GEORGIA AVE STANDPIPE	2	1959	S	STEEL	104	2000000	4
TAYLOR	3	1933	ET	STEEL	54	4000000	5

WATER TREATMENT PLANT

1. Provide a generic description for (a). Do not give specific address or location.
 2. Please select all that apply for (d) and (e). If Other is selected please explain in Notes (h).
 3. 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)	Other (e)	Fluoridated (f)	Point of Application (g)	
EE TOWER		1	<input type="checkbox"/> Ultraviolet Light <input checked="" type="checkbox"/> Liquid Chlorine <input type="checkbox"/> Gas Chlorine <input type="checkbox"/> Other <input type="checkbox"/> None	<input type="checkbox"/> Sand <input type="checkbox"/> Reverse Osmosis <input type="checkbox"/> Microfilter <input type="checkbox"/> Iron and Manganese <input type="checkbox"/> Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	CENTRAL FACILITIES	1
Notes:							
TAYLOR		2	<input type="checkbox"/> Ultraviolet Light <input checked="" type="checkbox"/> Liquid Chlorine <input type="checkbox"/> Gas Chlorine <input type="checkbox"/> Other <input type="checkbox"/> None	<input type="checkbox"/> Sand <input type="checkbox"/> Reverse Osmosis <input type="checkbox"/> Microfilter <input type="checkbox"/> Iron and Manganese <input type="checkbox"/> Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	CENTRAL FACILITIES	2
Notes:							

WATER MAINS

1. Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
2. Identify pipe material as: L (Lead), M (Metal for all other metal excluding lead), A (Asbestos-cement), or P (Plastic for plastic and all other non-metal excluding asbestos-cement).
3. Identify function as: T (Transmission), D (Distribution) or S (Supply).
4. Explain all reported adjustments as a schedule footnote.
5. For main additions reported in column (e), as a schedule footnote:
 - a. Explain how the additions were financed.
 - b. If assessed against property owners, explain the basis of the assessments.
 - c. If the assessments are deferred, explain.

Pipe Material (a)	Main Function (b)	Diameter in Inches (c)	Number of Feet				End of Year (h)	
			First of Year (d)	Added During Year (e)	Retired During Year (f)	Adjustments Increase or (Decrease) (g)		
M	D	0.625	92				92	1
M	D	0.750	214				214	2
M	D	1.000	682				682	3
M	D	1.250	683				683	4
M	D	1.500	679	219			898	* 5
P	D	2.000	180				180	6
M	D	3.000	187				187	7
M	D	4.000	24,425	6	239		24,192	* 8
M	D	6.000	474,644	165	3,971		470,838	* 9
M	D	8.000	179,303	1,227	2,526		178,004	* 10
M	D	10.000	42,579	15	73		42,521	* 11
M	D	12.000	226,281	1,029	41		227,269	* 12
M	D	14.000	5,567				5,567	13
M	D	16.000	69,959	5,337			75,296	* 14
M	D	18.000	3,247				3,247	15
A	T	20.000	10,681				10,681	16
M	D	20.000	12,363				12,363	17
M	D	24.000	6,532				6,532	18
M	T	24.000	22,216				22,216	19
M	T	30.000	11,217				11,217	20
M	T	36.000	663				663	21
Total Within Municipality			1,092,394	7,998	6,850	0	1,093,542	
M	D	6.000	210				210	22
M	D	8.000	6,001				6,001	23
M	D	12.000	8,300				8,300	24
M	D	16.000	4,353				4,353	25
M	D	30.000	9,772				9,772	26
M	T	30.000	1,000				1,000	27
Total Outside of Municipality			29,636	0	0	0	29,636	
Total Utility			1,122,030	7,998	6,850	0	1,123,178	

WATER MAINS

Water Mains (Page W-21)

If Added During Year column total is greater than zero, please explain financing following the criteria listed in the schedule headnote No. 5.

All water mains added during 2014 were funded by regular water revenue.

WATER SERVICES

1. Explain all reported adjustments as a schedule footnote.
2. Report in column (h) the number of utility-owned services included in columns (c) through (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
3. For services added during the year in column (d), as a schedule footnote:
 - a. Explain how the additions were financed.
 - b. If assessed against property owners, explain the basis of the assessments.
 - c. 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 services recorded under this method.
 - d. If any were financed by application of Cz-1, provide the total amount recorded and the number of services recorded under this method.
4. Report services separately by pipe material and diameter.
5. Identify pipe material as: L (Lead), M (Metal for all other metal excluding lead), A (Asbestos-cement) or P (Plastic for plastic and all other non-metal excluding asbestos-cement).

Pipe Material (a)	Diameter in Inches (b)	First of Year (c)	Added During Year (d)	Removed or Permanently Disconnected During Year (e)	Adjustments Increase or (Decrease) (f)	End of Year (g)	Utility Owned Services Not In Use at End of Year (h)		
							0	*	1
Total Utility		0	0	0	0	0	0		

WATER SERVICES

Water Services (Page W-22)

If Utility-Owned Service Not In Use at End of Year is reported as zero, please explain.

All services are owned by the property owner, not by the utility in Sheboygan

METERS

1. Include in Columns (b), (c), (d), (e) and (f) meters in stock as well as those in service.
2. 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.
3. Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections.

Number of Utility-Owned Meters

Size of Meter (a)	First of Year (b)	Added During Year (c)	Retired During Year (d)	Adjustments Increase or (Decrease) (e)	End of Year (f)	Tested During Year (g)	
0.750	18,269	1,240	1,210	14	18313	396	* 1
1.000	343	25	18	1	351	22	2
1.500	219	55	61	4	217	55	3
2.000	216	56	58		214	55	4
3.000	52	27	2	0	77	24	5
4.000	22	15	2	0	35	14	6
6.000	8	2	1		9	8	7
8.000	2	0			2	2	8
10.000	2				2	2	9
Total:	19,133	1,420	1,352	19	19220	578	

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 (select all that apply):

- 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 (cont.)

4. Totals by size in Column (f) should equal same size totals in Column (o).
 5. Explain all reported adjustments as a schedule footnote.
 6. Do not include station meters in the meter inventory used to complete these tables.

Classification of All Meters at End of Year by Customers

<i>Size of Meter</i>	<i>Residential</i>	<i>Commercial</i>	<i>Industrial</i>	<i>Public Authority</i>	<i>Multifamily Residential</i>	<i>Irrigation</i>	<i>Wholesale</i>	<i>Inter-D or Utility Use</i>	<i>In Stock and Deduct Meters</i>	<i>Total</i>	
(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	
0.750	16,867	937	83	20	118	0	0	0	288	18313	* 1
1.000	51	205	37	24	32	0	0	0	2	351	2
1.500	7	95	16	29	70	0	0	0	0	217	3
2.000	0	74	43	43	54	0	0	0	0	214	4
3.000	0	19	10	12	9	0	0	0	27	77	5
4.000	0	4	10	4	2	0	0	0	15	35	6
6.000	0	0	8	1	0	0	0	0	0	9	7
8.000	0	0	2	0	0	0	0	0	0	2	8
10.000	0	0	0	2	0	0	0	0	0	2	9
Total:	16,925	1,334	209	135	285	0	0	0	332	19220	

METERS

Meters (Page W-23)

General footnotes

Station meters are tested on a two year rotation.

Explain all reported adjustments.

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

Explain program for replacing or testing meters 1" or smaller.

Utility has a test bench in-house for all 2" meters and smaller meters that is certified by City weights and measures. Utility has a license for accuracy.

Ss. PSC 185.83(2) states "Station meters shall be maintained to ensure reasonable accuracy and shall have the accuracy checked at least once every 2 years." Are all station meters being tested every two years? Answer yes or no. If no, please explain.

The Utility utilizes two FPI mag meters for the High lift flow measurements and two FPI Mag meters for the low lift flow measurements. The four Venturis for the high lift are still in place and serve as back up. All Venturis were installed with no calibration or test parts.

If 6-inch or larger meters in commercial, industrial or public authority classifications have not been tested, please explain.

1 meter has not been tested because it is unsafely located in a vault. There are bad valves and an engulfment issue. The Utility is working toward correcting this issue.

METERS (cont.)

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HYDRANTS AND DISTRIBUTION SYSTEM VALVES

1. Distinguish between fire and flushing hydrants by lead size.
 a. Fire hydrants normally have a lead size of 6 inches or greater.
 b. Record as a flushing hydrant where the lead size is less than 6 inches or if pressure is inadequate to provide fire flow.
 2. Explain all reported adjustments in the schedule footnotes.
 3. 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 Hydrants						
Outside of Municipality	41				41	1
Within Municipality	1,982	20	19		1,983	2
Total Fire Hydrants	2,023	20	19	0	2,024	
Flushing Hydrants						
	0				0	3
Total Flushing Hydrants	0	0	0	0	0	

NR810.13 System maintenance states: All distribution system valves shall be exercised a minimum of every 2-5 years. Please provide the number operated during the year.

Number of hydrants operated during year:	500
Number of distribution system valves end of year:	3,119
Number of distribution valves operated during year:	500

LIST OF ALL STATION AND WHOLESALE METERS

1. Definition of Station Meter is any meter in service not used to measure customer consumption.
2. Definition of Wholesale Meter is any meter used to measure sales to other utilities for retail or wholesale sales.
3. Retail customer meters should not be included in this inventory and conversely these station and wholesale meters should not be included in the customer meter inventory.

Purpose (a)	Size (in.) of Meter (b)	Location or Description (c)	Type (d)	Date of Last Meter Test (e)	
Station Meter	<= 4-inch	Meter Shop Test Bench	Turbine	6/25/2014	1
Station Meter	<= 4-inch	Meter Shop Test Bench	Turbine	6/25/2014	2
Station Meter	6	Meter Shop Test Bench	Turbine	6/25/2014	3
Station Meter	>= 24-inch	High Lift	Magnetic		4
Station Meter	>= 24-inch	High Lift	Magnetic		5
Station Meter	>= 24-inch	Low Lift	Magnetic		6
Station Meter	>= 24-inch	Low Lift	Magnetic		7
Wholesale Meter	6	Kohler South 3925 Washington	Turbine	5/29/2014	8
Wholesale Meter	10	Kohler North 3207 Eerie Ave	Magnetic	5/29/2014	9
Wholesale Meter	10	Sheboygan Falls 927 N Taylor	Turbine	5/29/2014	10

WATER CONSERVATION PROGRAMS

1. 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.
 2. If the Commission has approved conservation program expenses, these should be charged to Account 186. Otherwise, these expenses are reported in Account 906 on ScheduleW-05 (Account 691 for class D utilities).

Item (a)	Expenditures (b)	Number of Rebates (c)
Administrative and General Expenses		
Program Administration		1
Customer Outreach & Education		2
Other Program Costs		3
Subtotal Administrative and General Expenses	0	
Customer Incentives		
Residential Toilets		4
Multifamily/Commercial Toilets		5
Faucets		6
Showerheads		7
Clothes Washers		8
Dishwashers		9
Cost Sharing Projects (Nonresidential Customers)		10
Other Incentives		11
Subtotal Customer Incentives	0	
Total Conservation Expenditures	0	

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.

Location (a)	Customers End of Year (b)
Sheboygan County	
Cities	
SHEBOYGAN	18,815
Total Cities:	18,815
Towns	
SHEBOYGAN	25
Total Towns:	25
Total Sheboygan County:	18,840
Total Company:	18,840

II

R. O. No. - 15 - 16. By CITY PLAN COMMISSION. May 4, 2015.

Your Commission to whom was referred Gen. Ord. No. 50-14-15 by Alderperson Hammond and R. O. No. 299-14-15 by City Clerk granting Gottsacker Real Estate Services, Inc., its successors and assigns, the privilege of encroaching upon described portions of the alley that lies between St Clair Ave and Michigan Ave located at 1217 N 8th St in the City of Sheboygan for the purpose of building and maintaining an exhaust hood and maintaining a canopy; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 28, 2015, and after due consideration, recommends approval of the General Ordinance and RO.

Consent

Director of City Planning & Development



7.1

Gen. Ord. No. 50 - 14 - 15. By Alderperson Hammond. April 20, 2015.

AN ORDINANCE granting Gottsacker Real Estate Services, Inc., its successors and assigns, the privilege of encroaching upon described portions of the alley that lies between St. Clair Ave. and Michigan Ave. located at 1217 N. 8th St. in the City of Sheboygan for the purpose of building and maintaining an exhaust hood and maintaining a canopy.

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

Section 1. Subject to the terms and conditions contained herein, Gottsacker Real Estate Services, Inc., is hereby granted the privilege of encroaching upon described portions of the alley that lies between St. Clair Ave. and Michigan Ave. located at 1217 N. 8th St. as follows:

THAT PART OF THE EAST/WEST ALLEY, ADJACENT TO LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, LOCATED IN SECTION 23 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN THENCE EAST 36.00 FEET ALONG THE SOUTH LINE OF SAID LOT 6 ALSO BEING THE NORTH LINE OF THE EAST/WEST ALLEY IN SAID BLOCK 64 TO THE POINT OF BEGINNING, THENCE SOUTH 3.2 FEET, THENCE EAST 3.8 FEET, THENCE NORTH 3.2 FEET TO THE SOUTH LINE OF SAID LOT 6, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6 3.8 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 12.16 SQUARE FEET.

for the purpose of building and maintaining an exhaust hood and maintaining a canopy, in accordance with the sketch attached hereto and made a part hereof.

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

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

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

*City Plan
approve*

done by the said Gottsacker Real Estate Services, Inc., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

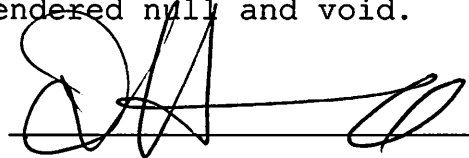
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

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

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

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

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



A handwritten signature in black ink, appearing to be 'S. J. ...', is written over a horizontal line.

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

Dated _____ 20____, _____, City Clerk

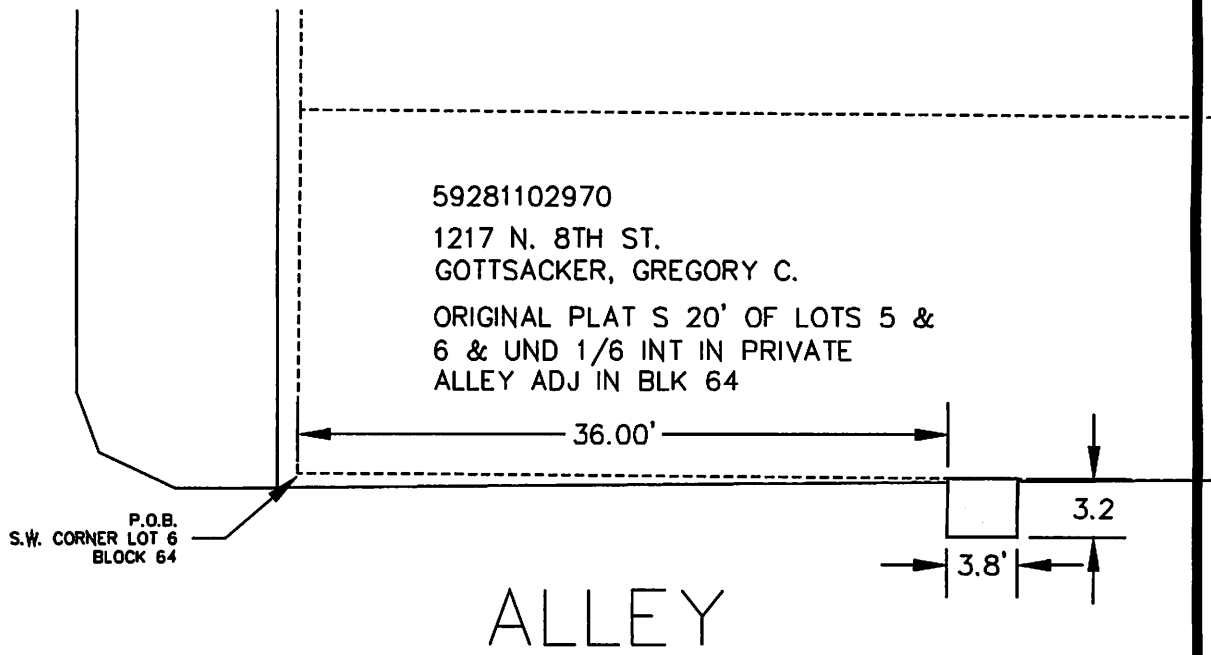
Approved _____ 20____, _____, Mayor

ENCROACHMENT DESCRIPTION
AT 1217 N. 8TH STREET FOR PROPOSED ENCROACHMENT INTO
THE EAST WEST ALLEY FOR BLOCK 64
ORIGINAL PLAT CITY OF SHEBOYGAN

THAT PART OF THE EAST/WEST ALLEY, ADJACENT TO LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, LOCATED IN SECTION 23 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

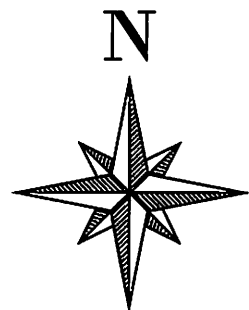
COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN THENCE EAST 36.00 FEET ALONG THE SOUTH LINE OF SAID LOT 6 ALSO BEING THE NORTH LINE OF THE EAST/WEST ALLEY IN SAID BLOCK 64 TO THE POINT OF BEGINNING, THENCE SOUTH 3.2 FEET, THENCE EAST 3.8 FEET, THENCE NORTH 3.2 FEET TO THE SOUTH LINE OF SAID LOT 6, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6 3.8 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 12.16 SQUARE FEET.

N. 8 TH STREET



59281102970
 1217 N. 8TH ST.
 GOTTSACKER, GREGORY C.
 ORIGINAL PLAT S 20' OF LOTS 5 &
 6 & UND 1/6 INT IN PRIVATE
 ALLEY ADJ IN BLK 64

59281102980
 1201 N. 8TH ST.
 ORIGINAL PLAT ALL OF
 LOTS 7,8,9 & 10 BLK 64



SCALE 1"=10'

CITY OF SHEBOYGAN ENGINEERING DEPT.
 DRAFTED BY: BRIAN SANDBERG
 DATE: 4\14\2015

II

4.1

R. O. No. 299 - 14 - 15. By CITY CLERK. April 20, 2015.

Submitting a communication from Gottsacker Real Estate Services, Inc., requesting encroachments for a proposed exhaust hood and existing canopy at 1217 N. 8th St. (located on the alley that lies between St. Clair Ave. and Michigan Ave.).

*City Plan
approve*

Susan Richards

City Clerk



GOTTSACKER

REAL ESTATE SERVICES, INC.

APR 7 '15 PM 3:53

April 7, 2015

Re: Application for an Encroachment.

To the Common Council of the City of Sheboygan,

Dear Council Members,

It has come to my attention that the new restaurant located at 1217 N. 8th St. is intending to install a new kitchen hood that will need to be vented to the outside.

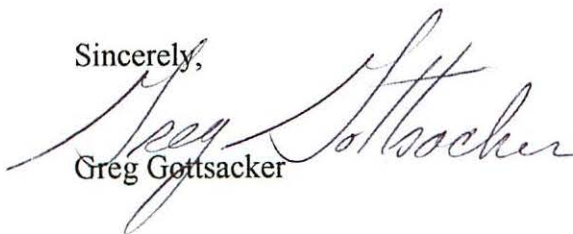
As you may know, this property is located on the alley that lies between St. Clair Avenue and Michigan Avenue.

The Building Inspector informed me today that we would need to apply for an encroachment on the City's property. It was also brought to my attention that there is an existing canopy over an ally entrance doorway that enters the building which may not have an approved City encroachment (see attached photo).

At this time, I would like to request the City's approval for the encroachment of the proposed exhaust hood and the existing canopy for this property.

Your consideration is greatly appreciated.

Sincerely,

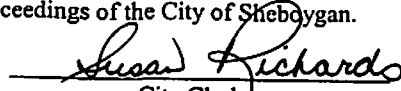


Greg Gottsacker

SALES • INVESTMENT • DEVELOPMENT



I hereby certify that this is a true copy of a
document from the Common Council
proceedings of the City of Sheboygan.


City Clerk



8 3 3 7 0 9 8
Tx:4093322

2002604
SHEBOYGAN COUNTY, WI
RECORDED ON
05/08/2015 12:19 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 2

Gen. Ord. No. 50 - 14 - 15. By Alderperson Hammond. April 20, 2015.

AN ORDINANCE granting Gottsacker Real Estate Services, Inc., its successors and assigns, the privilege of encroaching upon described portions of the alley that lies between St. Clair Ave. and Michigan Ave. located at 1217 N. 8th St. in the City of Sheboygan for the ~~purpose of building and maintaining an exhaust hood and maintaining a canopy.~~

RETURN TO:

CITY CLERK
828 CENTER AVE., STE 100
SHEBOYGAN WI 53081

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

Section 1. Subject to the terms and conditions contained herein, Gottsacker Real Estate Services, Inc., is hereby granted the privilege of encroaching upon described portions of the alley that lies between St. Clair Ave. and Michigan Ave. located at 1217 N. 8th St. as follows:

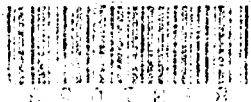
THAT PART OF THE EAST/WEST ALLEY, ADJACENT TO LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, LOCATED IN SECTION 23 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN THENCE EAST 36.00 FEET ALONG THE SOUTH LINE OF SAID LOT 6 ALSO BEING THE NORTH LINE OF THE EAST/WEST ALLEY IN SAID BLOCK 64 TO THE POINT OF BEGINNING, THENCE SOUTH 3.2 FEET, THENCE EAST 3.8 FEET, THENCE NORTH 3.2 FEET TO THE SOUTH LINE OF SAID LOT 6, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6 3.8 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 12.16 SQUARE FEET.

for the purpose of building and maintaining an exhaust hood and maintaining a canopy, in accordance with the sketch attached hereto and made a part hereof.

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

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



10/10/00

THE UNIVERSITY OF CHICAGO

LIBRARY

5408 S. UNIVERSITY AVENUE

CHICAGO, ILLINOIS 60637

TEL: 773/936-3200

FAX: 773/936-3200

WWW: WWW.CHICAGO.EDU

LIBRARY

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ILLINOIS

60637

773/936-3200

WWW.CHICAGO.EDU

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

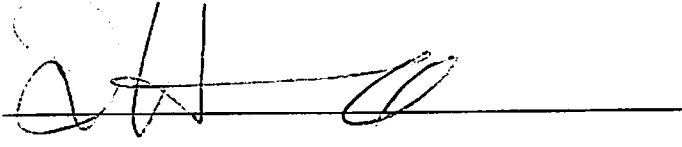
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

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

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

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

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



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 4th day of May, 2015.

Dated May 5 2015. Susan Richards, City Clerk

Approved May 5 2015. Michael Henderson Mayor

Proceedings Published May 8, 2015.
Ordinances Published May 8, 2015.
Certified May 7, 2015 to Atty.; Ord. Book; Dir. Of City Dev.; Assessor; DPW; Bldg. Insp.; Eng.; Reg. of Deeds; Police Dept.; Mayor; Fin. Dir./Treas.; CAO; Gottsacker Real Estate Services

2 0 0 2 6 0 4

ENCROACHMENT

An ORDINANCE granting
Gottsacker Real Estate
Services, Inc., an encroachment
upon portions of the alley that
lies between St. Clair Ave. and
Michigan Ave. located at 1217
N. 8th St. for building and
maintaining an exhaust hood and
canopy.

G. O. No. 50 - 14 - 15.

May 4, 2015.

VII

R. C. No. - 15 - 16. By LAW AND LICENSING. May 4, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 301-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 6/20/15 to include current premise and the west side front area.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0721	Bloedow, Jomon K.	2021 Saemann Ave.
0734	Chak, Savouna	2207 N. 9 th St.
0727	Fetterer, Aina L.	4407 Primrose Ct., #P208
0726	Hadzidedic, Indira	4243 Honeysuckle Ct., F211
*3816	Kautzer, Kathleen A.	1724 Wilson Ave.

***instructions to correct her application**

0723	Meyers, Erica S.	1637 Woodland Dr., Green Bay
0728	Rauk, Eliot T.	W4130 Sumac Rd., Plymouth
0724	Rolloff, Lisa M.	2614 S. 15 th St.
0733	Schwab, Jacob L.	W4943 Cty Rd. U, Plymouth
0725	Smith, Karen K.	3215 S. 17 th St.
0729	Stair, Ciara A.	26 Selma St., Plymouth
0730	Tracy, Caitlin A.	1641 N.11 th St.
0722	Wehmeyer, Allison R.	215 Superior Ave.

TAXICAB DRIVER'S LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay

AMUSEMENT LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3060	TJ's Twisted Chicken	1410 Indiana Ave.

Consent

MOBILE HOME PARK LICENSE (June 30, 2016)

No. Name

Address

1366 Sommers Woodhaven Mobile Home 4441 S. 12th St.

_____ Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. - 15 - 16. By LAW AND LICENSING. May 4, 2015.

Your Committee to whom was referred R. O. No. 363-14-15 and R. O. No. 291-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

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

*9853	Wehmeyer, Jessica M.	2211 N. 22 nd St.
-------	----------------------	------------------------------

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

TAXICAB DRIVER LICENSE (December 31, 2015)

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

*7426	Ahrens, Christina E.	1151 N. 8 th St.
-------	----------------------	-----------------------------

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

*0716	Deleon JR., Mario	1444A S. 19 th St.
-------	-------------------	-------------------------------

***application was withdrawn in writing**

*0712	Lopez, Jose D.	730 S Water St.
-------	----------------	-----------------

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

Consent

*0343 Olsen, Michael D.

1330 N. 12th St., #2

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

_____	_____
_____	_____
_____	_____

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

6.10

R. C. No. 363 - 14 - 15. By LAW AND LICENSING. April 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 291-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be referred to the Law and Licensing Committee of the new Common Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9853	Wehmeyer, Jessica M.	2211 N. 22 nd St.

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7426	Ahrens, Christina E.	1151 N. 8 th St.
0716	Deleon JR., Mario	1444A S. 19 th St.
0712	Lopez, Jose D.	730 S Water St.
0343	Olsen, Michael D.	1330 N. 12 th St., #2

*L & L of new Council
5/4/15 - grant all lic's
w/ comments + withdraw
DeLeon.*

[Signature]

Julie Kath

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

9.7

R. O. No. 291 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

*Law & Lic.
4/20/15 - Grant all lic
except hold Wehmeyer,
Ahrens, DeLeon, Lopez,
Olson*

Susan Richards

City Clerk

CHANGE OF AGENT

Cherie DUBY is replacing Patrick Ortlieb as agent at Kwik Trip #873 located at 625 S. Taylor Dr.

Mike Zorzin is replacing Selia Klein as agent at Kwik Trip #780 located at 2622 S. Business Dr.

Timothy Ward is replacing Kris Poulson as agent at Marcus Theatres located at 3226 Kohler Memorial Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3092	CJ's Shipwrecked	902 Indiana Ave. - one-day event to be held 5/29/15 to include current premise and outside seating on the east side of building for running event.

"CLASS B" LIQUOR LICENSES (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3118	Mi Ranchito	1235 Indiana Ave.
3120	Northstar I	3004 N. 8 th St.
3119	Vibez Bar	2513 S. 8 th St.

SIDEWALK CAFÉ LICENSE (April 14, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th St.
2487	Frankie's Pub & Grill	2218 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5868	Haleem, Susan S.	1108 N. 12 th St.
0711	Kainz, Karly J.	3629 N. 35 th St.
5633	Kempf, Shireen A.	916 Mayflower Ave #4
0717	Koehler, Josh L.	1325 New York Ave.
9393	Kohlhagen, Justin J.	N4296 County Rd. I, Sheb. Falls
2897	Kruse, Janet L.	1926 N. 9 th St.
0714	Mock, Emma M.	402 Huron Ave.
0719	Nelson, Ashley M.	3228 N. 27 th St.
0718	Steele, Lucas J.(Club)	3824 Erie Ave.
0710	Waraich, Vishavjot S.	N6233 Woodland Rd.
9853	Wehmeyer, Jessica M.	2211 N. 22 nd St.

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7426	Ahrens, Christina E.	1151 N. 8 th St.
0716	Deleon JR., Mario	1444A S. 19 th St.
0715	Hoerth, Joseph F.	24 Ottawa Pl.
0712	Lopez, Jose D.	730 S Water St.
0343	Olsen, Michael D.	1330 N. 12 th St., #2
0713	Perry, Ebony Mariah	328 Superior Ave.
8443	Wills, Michael R.	1326 N. 12 th St.

DOCK SPACE AGREEMENT

THIS AGREEMENT, made as of the 10 day of May, 2015, by and between Tracy Kaderabek, hereinafter referred to as "Kaderabek" or "Lessee," and the City of Sheboygan, hereinafter referred to as the "City" or "Lessor."

WHEREAS, the Lessee desires to lease dock space along the Sheboygan River abutting the seawall of the South Pier District adjacent to Central Pier Condominium Association, Inc., mooring "Elouise", a 55-foot Maiora Express Yacht (documented vessel #690120) for personal recreational uses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Lessor hereby leases to the Lessee 100 feet of dock space along the Sheboygan River upon the following terms and conditions:

Term. The term of this dock space lease shall be for the boating season of May 4, 2015 to October 1, 2015, and may be renewed for subsequent boating seasons from year to year upon mutual agreement of the parties hereto, so long as the Lessee is not in default under this Agreement.

Provided, however, that the Lessor may terminate this lease at any time it is determined by resolution that public necessity and convenience requires it to do so, by serving upon the Lessee a written notice of its election to so terminate; such notice shall be served at least 30 days prior to the date in said notice written for such termination.

Rental. The rental fee for the 2015 boating season shall be three thousand (\$3,000.00) dollars and is payable in full on or before May 15, 2015. Said rental fee is non-returnable and non-refundable. Future annual rental fees shall be determined and based upon charges for comparable Redevelopment Authority (RDA) or City of Sheboygan owned mooring facilities leased to other persons. All annual rental payments shall be due and payable to the Lessor on or before the commencement of the annual rental period.

Use. The dock space rented hereunder shall be used only for mooring "Elouise," a 55-foot Maiora Express Yacht (documented vessel #690120).

Lessee shall observe and comply with all federal, state and local laws, regulations, ordinances and rules which are applicable to its operations or to its use and occupancy of the dock space, and shall not permit waste, nuisance or any illegal activities on the premises.

Utilities. Lessee shall be permitted to utilize the existing 30 Amp electrical pedestal. No other City utilities will be provided under this Agreement.

Alterations & Maintenance. Lessee shall make no alterations or additions to the seawall or pier facilities or dock space covered under this Agreement unless the same has been specifically requested, in writing, and permission has been granted, in writing, by the Lessor. Lessee shall not install any finger piers or other mooring facilities along the dock space covered by this Agreement.

Lessee, at its own expense, shall keep the premises in a safe, clean and sanitary condition, in good repair, and agrees to surrender the premises at the end of the term of this lease in the same condition as at the beginning of the term, ordinary wear and tear and use being excepted, and shall pay for all damages occasioned by its use.

Liability for Damages. Lessee accepts responsibility and liability for any and all damage to property or injury to persons that may occur as a result of its use of this dock space.

Warranties Excluded. Neither the RDA nor the City of Sheboygan accept any responsibility for the safety of persons or property in the area covered by this lease, and makes no warranties or promises of any kind as to the suitability, convenience and accessibility of the dock space described, nor for the safety of any boat or its equipment that is moored at this location.

Freezers, refrigerators, ice machines and all other appliances and furniture are not permitted in the area, nor are installations for storage of any kind permitted on piers, walls or promenade.

Hold Harmless. Lessee hereby agrees to save the Redevelopment Authority of the City of Sheboygan, and the City of Sheboygan, harmless in case of any action(s) or claim(s) arising as a result of the leasing or use of this dock space.

Insurance. Lessee shall at its own expense keep in force insurance in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, licensed to do business in the State of Wisconsin, insuring Lessee and the RDA and City against all liabilities for accidents arising out of, or in connection with, Lessee's use and occupancy of, and operations at, the leased premises, except when caused solely by Lessor's willful or negligent misconduct, and shall furnish to the Lessor certificates evidencing this insurance and naming the RDA and City of Sheboygan as additional insureds, to-wit:

General commercial liability insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability.

Subject to other Agreements. Lessee acknowledges and agrees that this dock space lease is subject to and subordinate to any existing or future agreement of any kind between the RDA or City and any other public agency of the United States government, State of Wisconsin, or any official, board, commission or other body politic of the state, now or hereafter created, pertaining to the development, construction, environmental cleanup, operation or maintenance of the Sheboygan River, or its adjoining dockwalls.

No Joint Venture. The parties agree that nothing contained in this Agreement is intended, or shall be construed as, creating or establishing a partnership or joint venture between the parties here or as designating the Lessee as the agent or representative of the RDA or City for any purpose whatsoever.

Rental Payment. The rent payments shall be paid at the office of the Finance Director/Treasurer of the City, 828 Center Avenue, Sheboygan, Wisconsin, unless some other

place of payment is designated by Lessor, and Lessee is duly notified thereof in writing.

Deductions. This lease shall be deemed and construed to be a "net lease," and the rent payable hereunder as "net rent," and accordingly such basic rent and all other sums which shall be paid to Lessor shall be paid without deductions or set-off of any nature whatsoever, except as provided in this lease.

Default. Unless otherwise specifically provided, in the event that the Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by the Lessee, which shall remain unremedied for thirty (30) days after written notice of such default, then in that event, the Lessor may terminate and end this lease forthwith, and the Lessor may enter upon said property and remove all persons and property therefrom, and the Lessee shall not be entitled to any money paid hereunder or any part thereof; in the event the Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of the property by reason of any default of the Lessee, or otherwise, the Lessee agrees to pay the Lessor all costs of such legal action. Waiver by the Lessor of any default in performance by the Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

Severability. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.

Venue. This Agreement shall be deemed to have been entered into and executed in Sheboygan County, Wisconsin, and shall be governed and interpreted in accordance with the substantive laws of the State of Wisconsin. The parties agree that any litigation shall be resolved in a court of competent jurisdiction in the State of Wisconsin.

Termination Expenses. In the event this agreement is terminated, or not renewed, the Lessee agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind), or any other expenses, costs or awards which are directly or indirectly related to such termination or nonrenewal of this agreement.

Assignment of Interest. This lease shall not be assigned without prior written consent of the Lessor.

IN WITNESS WHEREOF, Tracy Kaderabek and the City of Sheboygan have caused this instrument to be executed and their respective seals to be affixed and attested thereto by their duly authorized officers, the day and year first above written.

LESSEE:

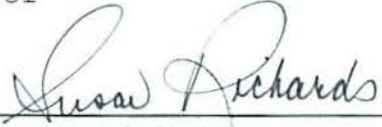
T. Kaderabek 5/10/15
Tracy Kaderabek

LESSOR:
CITY OF SHEBOYGAN

BY:


Michael J. Vandersteen
Mayor

ATTEST:


Susan Richards
City Clerk

DOCUMENT #5259

An agreement between City of
Sheboygan and Tracy Kaderabek for
a dock space for a Yacht.

R. O. No. 7-15-16.

May 10, 2015.

II

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting claim from Navneil Singh Gill for alleged damages to his vehicle when a water drainage cover was upside down out of the drain and busted his rear car tire.

Inance

Susan Richards

City Clerk

DATE RECEIVED 4/27/15

emailed
4/27/15

RECEIVED BY ckl

CLAIM NO. 01-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

APR 27 '15 PM 2:34

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Navneil Singh Gill
2. Home address of Claimant: 3976 Greenwood ct sheboygan WI-53081
3. Home phone number: 920-946-4637
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 04-17-15 at 12:10 pm.

6. Where did damage or injury occur? (give full description) Corner of Washing-
ton Ave and 32nd St. in sheboygan.

7. How did damage or injury occur? (give full description) Water drainage
cover was upside down out of the drain
and busted my rear car tires.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

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

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

(a) Public property alleged to be dangerous: should be maintained
by city.

(b) Claimant's statement of basis for such liability: City is liable of
such road conditions. It is very high traffic
area.

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

No injury. Property damage busted tire and damage the part of car rem.

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

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

Auto: \$ 108.68
Property: \$
Personal injury: \$
Other: (Specify below) \$
TOTAL 108.68

Damaged vehicle (if applicable)

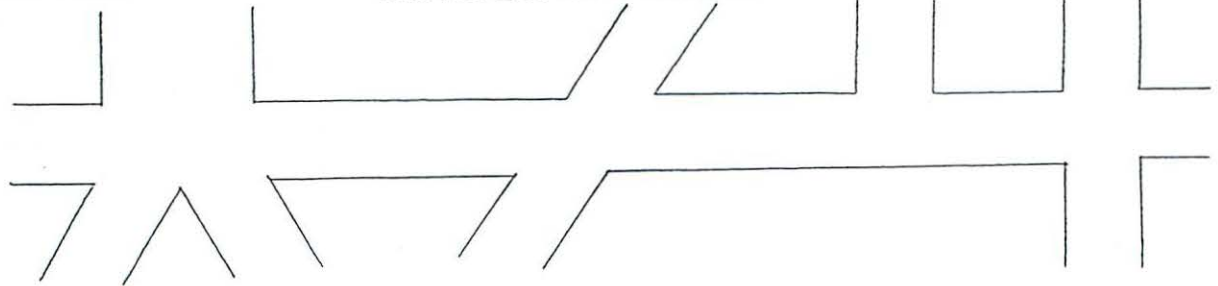
Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

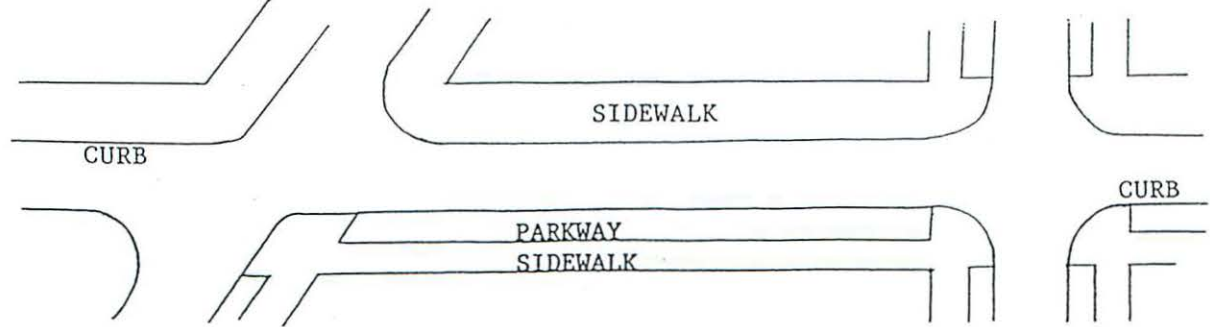
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Nanniel S. Galt

Date: 04/24/15

DATE RECEIVED

4-27-15

RECEIVED BY

ckl

CLAIM NO.

01-15

CLAIM

Claimant's Name:

Nanneil S. Gull

Auto

\$ 108.68

Claimant's Address:

3976 Greenwood Ct
Sheboygan WI 53081

Property

\$ _____

Personal Injury

\$ _____

Claimant's Phone No.

920-946-4638

Other (Specify below)

\$ _____

TOTAL

108.68

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 108.68.

SIGNED:

Nanneil S. Gull

DATE:

04/24/15

ADDRESS:

3976 Greenwood Ct
Sheboygan WI 53081

Service Order:

See cashier for bridgestonetire registration card or visit
www.bridgestonetire.com to register your tires



DATE 04-17-2015	NAME GILL, NEIL	SHEBOYGAN, WI 53081		PHONE # (920)946-4637
YEAR 2012	MAKE TOYOTA	MODEL PRIUS	COLOR Brown	
LICENSE 620MXC	ODOMETER 39592	CUSTOMER ARRIVAL TIME 2015-04-17 12:28 PM	SERVICE COMPLETED TIME 2015-04-17 12:49 PM	

Service Description	Service
NEW TIRE Whitewall - N/A - Tire Pressure - Pass Rear - CHECKED, 33 - Tire Pressure - Drv Front - CHECKED, 35 - Valve Stem - Drv Rear - DECLINED Free form - DOT Number - Drv Rear - OBAE E27 5014 N/C MOUNT ONLY - Mount Tire - Drv Rear - COMPLETE TIRE HAULER FEE - Dispose Tire Accepted - Drv Rear - COMPLETE WHEEL BALANCE LIFE - Balance Accepted - Drv Rear - COMPLETE	0.00
- Tire Pressure - Pass Front - CHECKED, 35 - Tire Pressure - Drv Rear - CHECKED, 33 - New Tire - Drv Rear - COMPLETE	0.00
- Tire Service Accepted - Drv Rear	1.50
LUG TORQUE Drv Rear 80 FT-LB	9.00

Merchandise Description	Quantity	Unit Price	Merchandise
195/65R15 91H ECOPIA	1	93.00	93.00

Customer Comments	Total (Excluding Tax & Govt. Fees) 103.50
Technician Comments Declined Valve Stem:tps Missing left rear wheel cover pts. Maint req light on pts.	DISCLAIMER I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle. I UNDERSTAND: 1. Walmart is not responsible for loss damage to the vehicle or items left in it. 2. Walmart does not inspect tires to determine if they are safe. Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear). 3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed. Driving conditions will affect the safety and performance of my tires.
	04-17-2015
CUSTOMER SIGNATURE	DATE

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

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

SIGNED _____
DATE _____
COMMON TECHNICIAN: LUCAS 4133
QUALITY CONTROL TECH: AARON 1259
SERV WRTR/GREETER: SPENSER 3496
THIRD QC TECH: LUCAS 4133
TIRE TECHNICIAN: LUCAS 4133

OUR PLEDGE TO YOU

- We will do only the service you authorize.
- We will not exceed the estimated cost of services unless you authorize us to do so.
- We will, at your request, return your old parts or hardware.

Tire Warranty Descriptions

Limited Workmanship and Materials Warranty:

Warranty description only. Please ask an associate for full warranty documents that you received with your purchase.

This Limited Workmanship and Materials Warranty covers tires purchased determined to be defective. Defective is defined as conditions that require due to defects in the raw materials or quality of workmanship. Walmart is a tire is defective and is therefore eligible for replacement under this Limited Warranty will be replaced free of charge, to the original purchaser, during the first year of purchase, whichever comes first. Tires worn beyond the first 25% from the date of purchase, will be replaced on a pro-rata basis with credit remaining, in the form of a Walmart tire credit. Usable tread depth is defined as the final 2/32nds of an inch. The last 2/32nds is not considered usable tread for the replacement tire must be purchased at the time the replacement

Limited Treadwear Warranty:

Warranty description only. Please ask an associate for full warranty documents that you received with your purchase.

Select tires purchased from and installed by Walmart and maintained by Walmart under the terms and conditions of the Walmart Limited Treadwear Warranty are covered by the stated mileage in the Walmart Limited Treadwear Warranty. If a tire becomes worn down to 2/32nds of an inch of tread and you have comparable warranty, Walmart will replace the tires on a pro-rata basis with comparable remaining, in the form of a Walmart tire credit. Walmart will determine the percentage of mileage remaining by the then current actual selling price at the time of purchase. The cost of the replacement tire and the credit amount, you pay tire service charges and applicable taxes and government-mandated charges. replacement tire must be purchased at the time the replacement tire is installed

Optional Road Hazard Warranty:

Warranty description only. Please ask an associate for full warranty documents that you received with your purchase of the optional

If purchased at time of sale, OPTIONAL Road Hazard Warranty covers Walmart against tire failures from impact breaks and other non-repairable hazards of the road. Examples of covered occurrences include damage from metal, or stones. Under this OPTIONAL warranty, tires found to be defective to the original purchaser for the life of the tires, defined as the duration of the warranty, will be replaced with a comparable new tire, a Walmart store credit. Road Hazard Warranty coverage for the replacement tire must be purchased at the time the replacement tire is installed if coverage is desired.



Save money. Live better.

(920) . 459 . - . 9300
 MANAGER . SCOTT . VANSTRATEN
 3711 . S . TAYLOR . DR
 SHEBOYGAN . WI . 53081
 ST# . 1276 . OP# . 00004133 . TE# . 95 . TR# . 04596
 TLE . ITEMS . FOLLOW
 ORDER . NUMBER . 0048570085938
 92971216283 . . 009297121628 93 . 00 . X
 TIRE . FEE 000003700848 1 . 50 . T
 LIFE . WHL . BAL . 007874224343 9 . 00 . X
 TLE . ITEMS . COMPLETE
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 TAX . 1 5 . 000 . % 5 . 18 . .
 TOTAL 108 . 68 . .
 AMEX TEND 108 . 68 . .

ACCOUNT . # ***** . ***** . ***** 1 . 000 . S
 APPROVAL . # . 582753
 REF . # . 000100602140
 TERMINAL . # . SC010249

. 04/17/15 12:51:32

. CHANGE . DUE 0 . 00 . .
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 ##### DUPLICATE . RECEIPT . #####
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ITEMS SOLD 3

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. Low . Prices . You . Can . Trust Every . Day

. 04/17/15 12:51:33

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SAVINGS CATCHER

Download the Walmart app from <http://wmt.co>

Available on the **App Store**

GET IT ON **Google Play**

Scan this code with the app to compare prices & save more.



III

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a Summons and Complaint in the matter of Johnson Bank vs. Jeffrey M. Leisner et al.

Finance

Rusan Richards

City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

JOHNSON BANK
5901 Durand Avenue
Racine, Wisconsin 53403,

SUMMONS

Case No.: 15CV0232

Plaintiff,

Case Code: 30404

vs.

Case Classification:
Foreclosure of Mortgage

JEFFREY M. LEISMER
1721 North 1st Street
Sheboygan, Wisconsin 53081,

RENEE M. LEISMER
1817 North 5th Street
Sheboygan, Wisconsin 53081,

and

**CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT**
828 Center Avenue, Suite 104
Sheboygan, Wisconsin 53081,

Defendants.

4.23.2015
Process Server: *Oliver*
Time: *4:04 PM* Date: *4-23-2015*
Address Served: *828 Center Ave Sheboygan WI 53081*
Person Served: *City of Sheboygan Department of City Development*
SHEBOYGAN COUNTY
2015 APR 16 A 11:34
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN

To each person named above as 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 Twenty (20) days of receiving this Summons, 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:

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan, Wisconsin 53081

and to Plaintiff's attorneys, who address is:

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C
720 Clinton Street
P.O. Box 766
Waukesha, Wisconsin 53187-0766

You may have an attorney help or represent you.

If you do not provide a proper Answer within Twenty (20) days, 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 awarding money may become 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 15th day of April, 2015.

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.

By:



Lori J. Fabian
Attorney for the Plaintiff,
Johnson Bank
State Bar No. 01045723

JOHNSON BANK
5901 Durand Avenue
Racine, Wisconsin 53403,

Plaintiff,

vs.

JEFFREY M. LEISMER
1721 North 1st Street
Sheboygan, Wisconsin 53081,

RENEE M. LEISMER
1817 North 5th Street
Sheboygan, Wisconsin 53081,

and

**CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT**
828 Center Avenue, Suite 104
Sheboygan, Wisconsin 53081,

Defendants.

COMPLAINT

Case No.: 15CV0232

Case Code: 30404

Case Classification:
Foreclosure of Mortgage

CLERK CIRCUIT COURT
FILED
2015 APR 16 A 11:34
SHEBOYGAN COUNTY
WISCONSIN

NOW COMES the above-named Plaintiff, JOHNSON BANK, by its attorneys, HIPPENMEYER, REILLY, MOODIE & BLUM, S.C., by Lori J. Fabian, and as and for a Complaint against the above-named Defendants, JEFFREY M. LEISMER, RENEE M. LEISMER and CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, alleges and shows to the Court as follows:

PRELIMINARY ALLEGATIONS

1. That the Plaintiff, JOHNSON BANK, is a Wisconsin banking corporation, duly organized and existing under the banking laws of the State of Wisconsin, with its principal offices located at 5901 Durand Avenue, Racine, Wisconsin, 53403. That the Plaintiff,

JOHNSON BANK, is engaged in the banking business including offering and providing home mortgages.

2. That the Defendant, JEFFREY M. LEISMER, is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1721 North 1st Street, Sheboygan, Wisconsin 53081, and is an owner of the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53083, which is the subject of this action.

3. That the Defendant, RENEE M. LEISMER, is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1817 North 5th Street, Sheboygan, Wisconsin 53081. The Defendant, RENEE M. LEISMER, executed the mortgage for the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53083 and is also an owner of said property, which is the subject of this action.

4. That the Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is, upon information and belief, a city government entity, and existing under the laws of the State of Wisconsin, having its principal place of business at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081. That, upon information and belief, the Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a proper party named herein as CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT may have an interest in this action as the result of a Mortgage from Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, to Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, dated October 15, 2013, and recorded October 23, 2013, as Document No. 1977944, in the amount of \$14,090.00.

5. That the Defendant, JEFFREY M. LEISMER, is obligated by a Mortgage and a Note on the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53081, upon

which the Plaintiff, JOHNSON BANK, bases its claim. Said Mortgage and Note are described as follows:

Date of Execution of Mortgage and Note: March 15, 2013

Mortgage Recorded:

Date: April 1, 2013
County: Sheboygan County
Document Number: 1965548

That attached hereto, made a part hereof, and marked as Exhibits "A" and "B" respectfully, are true and correct copies of the Mortgage and Note.

6. That the Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, are obligated by a second Mortgage, dated November 1, 2007, to the Plaintiff, JOHNSON BANK, in the amount of \$14,600.00. Said second Mortgage was recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on November 2, 2007, as Document Number 1839077. The Plaintiff, JOHNSON BANK, reserves the right to any surplus after Sheriff Sale for this second Mortgage.

7. That the Defendant, JEFFREY M. LEISMER, has failed to make monthly installment payments toward the Note in the amount of \$632.26 since December 1, 2014.

8. That the total amount due to the Plaintiff, JOHNSON BANK, from the Defendant, JEFFREY M. LEISMER, computed as of the 7th day of April, 2015, is the following:

Principal:	\$136,334.15
Interest:	\$ 2,066.65
Late Charges:	\$ 126.44
<u>Property Inspections:</u>	<u>\$ 15.00</u>
Total Due:	\$138,542.24

That interest is also due from April 7, 2015 forward.

That in the event the Plaintiff, JOHNSON BANK, is the purchaser at Sheriff's sale, any funds advanced by the Plaintiff, JOHNSON BANK, shall be determined at confirmation to be due to the Plaintiff.

9. That the Defendant, JEFFREY M. LEISMER, duly executed the Mortgage and Note for valuable consideration. That the Plaintiff, JOHNSON BANK, is the lawful owner of the Mortgage and Note. That the Defendant, JEFFREY M. LEISMER, breached the terms and provisions of the Mortgage and Note by failing to make payments as called for therein. Accordingly, the Plaintiff, JOHNSON BANK, has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressively waived in the Note.

10. That the property subject to the Mortgage must be sold as a whole for the best interests of all parties.

CAUSE OF ACTION

11. The Plaintiff, JOHNSON BANK, realleges and incorporates by reference as if more fully set forth herein all of the previous statements contained in Paragraphs One (1) through Ten (10) of the Preliminary Allegations.

12. That the Mortgage as executed by the Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, on March 15, 2013 was executed upon the express condition that if the Defendant, JEFFREY M. LEISMER, should pay or cause to be paid to the Plaintiff or its assigns, the sum called for in the Note as executed by the Defendant, JEFFREY M. LEISMER, with interest thereon, according to the terms and conditions of said Note and Mortgage as described above and attached hereto, then said Mortgage was to be null and void and satisfied, otherwise it was to remain in full force and effect.

13. That, among other things, it was provided in and by said Mortgage that the Defendant, JEFFREY M. LEISMER, would pay the sum of money above-specified and the interest thereon at the time and in the manner above-recited and as set forth in said Note and Mortgage.

14. That the Defendant, JEFFREY M. LEISMER, has defaulted on said obligations by failing to make the payments due and owing, in a timely manner.

15. That the Defendant, JEFFREY M. LEISMER, is in default under the terms and conditions of the Mortgage (Exhibit "A") and Note (Exhibit "B") and therefore, Plaintiff has the right to accelerate all amounts due and owing and require that the entire principal balance be paid by the Defendant, JEFFREY M. LEISMER.

16. That the Plaintiff, is, and has been, the lawful owner and holder of said Note and Mortgage, and the Plaintiff has not sold or assigned the same.

17. That the Defendant, JEFFREY M. LEISMER, has failed to comply with the terms and conditions of the aforesaid Note and Mortgage by failing and neglecting to make timely payments as called for therein.

18. That by reason of the aforesaid default, Plaintiff has exercised the option as provided for in the Note and Mortgage to declare the whole of the principal and interest thereof due and payable forthwith.

19. That no proceedings have been had at law or otherwise for the recovery of the sum secured by said Note and Mortgage, and that no part thereof has been paid or collected except as set forth therein.

20. That the Plaintiff herein requests the sale of the subject premises pursuant to Section 846.101, Stats. (2011-2012). The premises currently consist of a single-family residential property, which is owner occupied.

21. That the Plaintiff expressly waives judgment for any deficiency against the Defendant, JEFFREY M. LEISMER, if any, after said sale of the subject premises.

22. That the Plaintiff, Johnson Bank, asserts a claim for any surplus to their interest in the second Mortgage and Note as a result of this foreclosure action.

WHEREFORE, the Plaintiff, JOHNSON BANK, prays for judgment as follows:

1. Judgment, foreclosure and sale of said mortgaged premises as provided by law.
2. That all amounts due and owing the Plaintiff for principal, interest, taxes, costs, disbursements and actual attorneys fees be adjudged and determined, as well as the amount of any and all persons claiming under them or either of them may be barred and foreclosed of all right, claim, lien, and equity of redemption in and to said premises except to the right to redeem the same before sale as may be sufficient to pay the amounts due upon said Note and Mortgage, and be adjudged to be sold, unless redeemed within the time and within the manner provided by law.
3. That the Plaintiff be paid all amounts due and owing on said Mortgage and Note with interest to the time of such payment, together with all costs and disbursements of this action and actual attorneys fees, with interest on the same as allowed by law, and such additional amounts as the Plaintiff may advance or have advanced for payment of taxes and insurance upon said premises, with interest on the same as allowed by law, out of the proceeds of such sale so far as the monies arising out of such sale and proceeds applicable thereto will pay the same.

4. For such other and further relief as provided by law in such cases as may be just, fair and equitable as determined by the Court.

Dated this 15th day of April, 2015.

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.

By:



Lori J. Fabian
Attorney for the Plaintiff,
Johnson Bank
State Bar No. 01045723



MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS
JOHNSON BANK

P.O. BOX 248
RACINE, WI 53401-0248
800-661-2446

PARCEL IDENTIFIER NUMBER
59281006570

196548
SHEBOYGAN COUNTY, WI
RECORDED ON
04/01/2013 12:49 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier 10-9
PAGES: 15

[Space Above This Line For Recording Data]

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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 MARCH 15TH, 2013 together with all Riders to this document.
- (B) "Borrower" is JEFFREY M LEISMER AND RENEE M LEISMER, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is JOHNSON BANK

Lender is a WISCONSIN CORPORATION organized and existing under the laws of THE STATE OF WISCONSIN

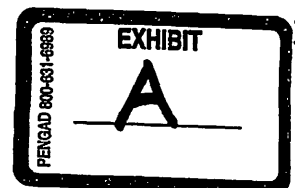
WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

Wolters Kluwer Financial Services
VMP®-8(WI) (0811)

Page 1 of 15

Initials: _____



Lender's address is P.O. BOX 248, RACINE, WI 53401-0248

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MARCH 15TH, 2013

The Note states that Borrower owes Lender ONE HUNDRED FORTY THOUSAND EIGHT HUNDRED AND NO/100. Dollars

(U.S. \$ 140,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1ST, 2043

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

(F) "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.

(G) "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] |

(H) "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.

(I) "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.

(J) "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.

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

(L) "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.

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

(N) "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.

(O) "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.

(P) "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 Lender, with power of sale, the following described property located in the

COUNTY

of

SHEBOYGAN

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 3, BLOCK 2, BRAASCH'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

which currently has the address of

1817 N 5TH ST

[Street]

SHEBOYGAN

[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.

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 RESPA

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 flammable 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) 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 (as defined in Section 25); (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.

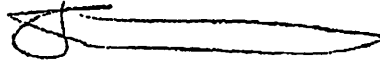
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



JEFFREY M LEISMER

(Seal)

-Borrower



RENEE M LEISMER

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

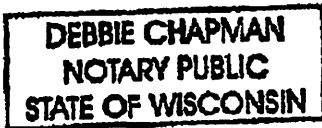
STATE OF WISCONSIN, SHEBOYGAN

County ss:

The foregoing instrument was acknowledged before me this MARCH 15TH, 2013
by JEFFREY M LEISMER AND RENEE M LEISMER

My Commission Expires:

APRIL 17, 2016



Debbie Chapman
Notary Public, State of Wisconsin *Debbie Chapman*

This instrument was prepared by
JOHNSON BANK/SANDY RADTKE

NOTE

LOAN #: 3290107048

MARCH 15TH, 2013
[Date]

KOHLER
[City]

WISCONSIN
[State]

1817 N 5TH ST, SHEBOYGAN, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 140,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is JOHNSON BANK

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 3.500 %.

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 1ST day of each month beginning on MAY 1ST, 2013. 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 APRIL 1ST, 2043 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 248, RACINE, WI 53401-0248 or at a different place if required by the Note Holder.

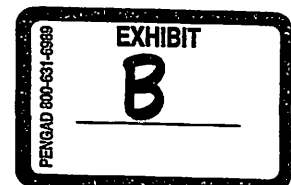
(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 632.26

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 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the 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.

(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.



JEFFREY M LEISMER (Seal)
-Borrower

(Seal)
-Borrower

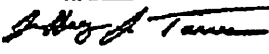
(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Refer to the attached *Signature Addendum* for additional parties and signatures.

Pay To The Order Of

Without Recourse
This ____ Day Of ____ 20__
Johnson Bank

Jeffrey J. Torres, Vice President

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

3. Have you started a Bankruptcy action that is still ongoing? Yes No

4. Have you met with a housing counselor? Yes No

If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

Injury or illness

Adjustable interest Rate / Balloon

Loss of Employment

Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? Yes No

What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

II

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Christopher Fitzpatrick requesting a waiver from the Sex Offender Residency restrictions in order to live at 2330 N. 15th St.

PPS

Susan Richards

City Clerk

PUBLIC PROTECTION AND SAFETY COMMITTEE

**APPLICATION FOR WAIVER OF
SEXUAL OFFENDER RESIDENCY RESTRICTIONS**

This application is pursuant to Section 70-265 of Sheboygan Municipal Code. Consistent with the policies set forth in Wisconsin Statute sections 938.299 and 938.78 mandating confidentiality, appeals involving juvenile offenders or offenses will be held in closed session, unless otherwise noted.

IMPORTANT: THIS APPLICATION SHOULD BE TYPED OR PRINTED IN BLOCK LETTERS IN BLACK INK.

DATE: 4-27-15

NAME: Christopher Fitzpatrick - Phone # 920-254-2188

DATE OF BIRTH: 8-23-77

CURRENT ADDRESS: 1125 N. 14th St.

EMPLOYER: Wabry

ADDRESS OF EMPLOYER: Lakeshore Drive. Sheboygan.

HIGHEST LEVEL OF EDUCATION COMPLETED: 12. HSED

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU
(Do not list names): I live with 2 guys I don't know them.

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: 2330 N. 15th St.

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO
(Do not list names): Just me.

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES:

123 main st. cedar grove.

323 commerce st. cedar grove

521 S. Garfield Ave. Port Washington

II

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from John Wright requesting a waiver from the Sex Offender Residency restrictions in order to live at 918B Michigan Ave.

pp 45.



City Clerk

Date APRIL 27, 2015

My name is JOHN WRIGHT

I am requesting a waiver to the Sexual Residency Requirements so I may live at 918-B MICHIGAN AVE
SHELBOYGAN, WI 53081

Signature John Wright

Phone No 920-247-9785 or 920-452-4778

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thanks for all your cooperation in this matter.....

II

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Christopher Holmes requesting a waiver from the Sex Offender Residency restrictions in order to live at 416 Niagara Ave.



City Clerk

pp. 5.

Date April 26, 2015

My name is Christopher Holmes.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 416 Niagara Avenue, Sheboygan

Signature C Holmes

Phone No (541) 626-1710

Info:

Rec'd app. on 4/27/15
going to Council on 5/4/15
refer to PP&S on _____ 2

S. Richards

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thanks for all your cooperation in this matter.....

II

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Jonathan L. Boeldt requesting a waiver from the Sex Offender Residency restrictions in order to live at 1629 Sibley Ct.

PPS



City Clerk

APR 23 15 10:00

Date 4-20-15

My name is Jonathan L. Boeldt

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1629 Sibley Ct.

Sheboygan, WI, 53081.

Signature 

Phone No 920-207-5326

Info:
rec'd on 4/20/15
going to Council on May 4th
then to PP+S on _____?
not sure
(new committee)
J. Richards
4/20/15

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thanks for all your cooperation in this matter.....

II

R. O. No. _____ - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Michael Tuel requesting a waiver from the Sex Offender Residency restrictions in order to live at 1720 N. 11th St.

PP+5



City Clerk

Date 4-~~18~~-15 ²¹

My name is Michael Tuel

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1720 ~~N~~ N
11th St 1720 N. 11th St.

Signature Michael Tuel

Phone No ~~920-395-2026~~
920 980 3502
980-3502

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thanks for all your cooperation in this matter.....

II

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Andrew Darren Tershner requesting a waiver to the Sex Offender Residency restrictions in order to live at 2015 S. 14th St.

pp+5.

Susan Richards

City Clerk

Date April 30 2015My name is Andrew Darren TershnerI am requesting a waiver to the Sexual Residency Requirements so I may live at 2015 South 14thSheboygan WI 53081Signature Andrew TershnerPhone No 920-905-1413

Info:

rec'd 4/30/15
 going to Council 5/4/15
 then to PPS _____ 2

S. Richards

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thanks for all your cooperation in this matter.....

II

R. O. No. - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Ken Klabecek, Manager of 4th Street Tap, requesting permission to use the Armory parking lot for extra parking for customers for their annual 4th of July summer bash (11 a.m. - 9 p.m.).

Susan Richards

City Clerk

APR 23 15 PM 2:44

4th Street Tap
520 N. 4th Street
Sheboygan, WI. 53081

April 23 2015

To whom it may concern,

I'm writing to ask permission to use the Amory Parking Lot for extra parking for customers for our annual 4th of July summer bash. The hours of our outside party will be 11am-9pm.

Thank you,

A handwritten signature in black ink, appearing to read "Ken Klabecek". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ken Klabecek
Manager

II

R. O. No. _____ - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a communication from Sgt. Shawn Splivalo of the Sheboygan County Sheriff's Department requesting fuel access for the Sheriff's Office Lake Michigan Patrol Boat 444.

Pub. Wks.

Susan Richards

City Clerk

**SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
OFFICE OF THE SHERIFF**

*Todd W. Priebe, Sheriff
James A. Risseuw, Inspector*

Phone: (920) 459-3111 FAX: (920) 459-4305

Dear City of Sheboygan Representative,

Request: Fuel access for the Sheriff's Office Lake Michigan Patrol Boat 444.

The Sheriff's Office, with the support of the Wisconsin DNR and City of Sheboygan, maintains a boat in the Marina throughout the boating season. The primary assignment of this vessel is water safety on Lake Michigan and the Sheboygan River. To fuel this boat it has to be removed from the lake and taken to a local gas station for fueling. This operation puts both the boat and officers at risk of damage or injury, especially given the size of the boat. When the vessel is out of the water for fueling it is not available for quick and immediate response to the citizens of the City or County. What I ask is that we be allowed to fuel the vessel at the Sheboygan Marina. We would in turn reimburse the City for the cost of fuel.

Although the primary role of the boat is water safety it is also used in a number of other joint City and County missions such as:

Search and Rescue: We are currently developing a joint search and rescue MABAS team consisting of the Sheriff's Office, Sheboygan Fire Dept. and the U.S. Coast Guard. This team will conduct search and rescue missions for lost boaters/watercraft while assisting with other medical emergencies on Lake Michigan, Sheboygan River and the Shoreline. We also hope to develop Boat 444 with fire suppression capabilities to assist the Sheboygan Fire Department with shoreline fires, assisting with replacing the lost asset of the Fire Department boat.

Events and Police Operations: The Sheriff's Office Boat has traditionally assisted with Sheboygan Police Department operations such as suicidal or fleeing subjects on the bridges, break walls or shoreline. It has also assisted with events such as the 4th of July harbor security during the fireworks, boat regatta and brat days.

City/County Dive Team: Sheriff's Boat 444 is used in training as well as dive operations on Lake Michigan and the Sheboygan River.

I hope these few points illustrate our existing partnership and illustrate the importance of this vessel as it relates to the City and County of Sheboygan. Your assistance in fueling this boat in the water is not a matter of convenience but of safety for both the boat and officers.

Thank you,
Sergeant Shawn Splivalo



Res. No. - 15 - 16 . By Alderperson Hammond. May 4, 2015.

A RESOLUTION accepting \$493,500 in Community Development Block Grant-Disaster Recovery funds from the WI Department of Administration for 2008 storms and flooding that occurred in the City of Sheboygan.

WHEREAS: The Department of Planning & Development submitted a grant requesting \$493,500 to DOA in March, 2015;

WHEREAS: The funds will be utilized to reconstruct storm sewer and street improvements on Pennsylvania Avenue from N. 7th Street to N. 5th Street.

RESOLVED: That the City of Sheboygan accepts the grant from the Department of Administration in the amount of \$493,500 and authorizes the Mayor and City Clerk to sign all documents related to the grant.

*Regs
|
suspend
|
Pass Res*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

**SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY**

**Division of Housing
101 E. Wilson Street, Floor 5
P.O. Box 7970
Madison, WI 53707-7970**

April 27, 2015

Michael Vandersteen, Mayor
City of Sheboygan
828 Center Ave, Suite 301
Sheboygan WI 53081

Dear Mayor Vandersteen:

On behalf of Governor Walker and Secretary Scott Neitzel, I am pleased to inform you that the Department of Administration approved a \$493,500 Community Development Block Grant – Disaster Recovery (CDBG-DR) award for flood recovery activities related to the June 5 through July 25, 2008, storms and flooding that occurred in the City of Sheboygan.

We trust the \$493,500 award will enable the City of Sheboygan to make infrastructure repairs as part of the recovery from the 2008 storms. I applaud your efforts to-date in managing the City's recovery response. Shortly, you will receive a contract from Stan Kaitfors, our Emergency Assistance Program Manager, which will contain the details of your grant award. Mr. Kaitfors will assist you to ensure that these efforts are successful.

Please respond by signing and returning the attached acceptance form to Stan Kaitfors at the address shown in the letterhead within seven (7) days of the date of this letter. If you are unable to do so, please contact Mr. Kaitfors immediately at (608) 266-0148 or e-mail him at stanley.kaitfors@wisconsin.gov. If we do not hear from you within this time frame, your award may be rescinded and the funds allocated to another worthy applicant.

Sincerely,

Lisa J. Marks, Administrator
Division of Housing

cc: Theola V. Carter, Director, Bureau of Affordable Housing
Chad Pelishek, Development Manager



Res. No. _____ - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Miller & Associates of Sauk Prairie for the purposes of supplying and installing new playground equipment at King Park.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City parks standardizing its playground equipment for uniformity and ease of maintenance, and

WHEREAS, Miller & Associates is the preferred distributor of Burke Playground Equipment, which has been predominantly used in the City of Sheboygan and is manufactured in Fond du Lac, Wisconsin, which allows for quick service.

WHEREAS, US Bank grant funds, \$23,000, will be used to purchase the majority of the playground equipment.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Miller & Associates for supplying and installing new playground equipment at King Park for the purchase of playground equipment at a cost of not to exceed \$25,000 in payment of same from the "Improvements Other Than Building Fund" 10153000-631100.

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

TERMINATION AGREEMENT

WHEREAS, the City and the Library Board entered into a Reserved Fund and Liability Transfer Agreement dated January 28, 2010 (the "Agreement"), wherein, in consideration of the Board's transfer of the Library's Reserved Library Fund for the payment of library employee accrued sick leave and vacation payments to the City General Fund in the amount of \$443,952, the City agreed to assume the Board's liability and obligation for the payment of certain library employee separation expenses; and

WHEREAS, in administering the terms of the Agreement since its inception, the parties have determined that the original intent is not being achieved, as the implementation has proved to be very difficult, requiring the expenditure of countless hours by both City and Library financial and management staff; and

WHEREAS, it is in the best interests of each party to terminate the Agreement so as to return the parties to their respective positions prior to the Agreement, less the obligations waived and expenses paid out for library separation expenses to the date of this agreement to terminate said Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the City of Sheboygan Common Council and the Board of Trustees of the Mead Public Library as follows:

1. Upon transfer by the City from its General Fund of the amount of \$119,546 to the Mead Library Board of Trustees, the Reserved Fund and Liability Transfer Agreement entered into by the parties dated January 28, 2010 shall be terminated and of no further force and effect, with the exception of the indemnification provisions contained in Section 1.B. thereafter arising out of any payment or performance by either party under the Agreement prior to this termination.

IN WITNESS WHEREOF, this Termination Agreement is executed as of the _____ day of _____, 2015.

CITY OF SHEBOYGAN

MEAD PUBLIC LIBRARY

By: _____
Michael J. Vandersteen
Mayor

By: _____
Maeve Quinn
President

Dated: _____

Dated: _____



Res. No. _____ - 15 - 16. By Alderperson Hammond. May 4, 2015.

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 continues to provide insurance at reasonable rates.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Local Government Property Insurance Fund for providing building and property insurance coverage at a cost of \$112,763 for the period June 1, 2015 through May 31, 2016.

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. _____ - 15 - 16. By Alderperson Hammond. May 4, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for State of Wisconsin CDBG Disaster Recovery Funding for Pennsylvania Ave. storm sewer and roadway projects totaling \$493,500:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund State of Wisconsin Grant 40032100-434201	Capital Projects Fund Storm Sewer 40033150-631500	\$131,250
	Paving 40033140-631200	\$318,750
	Engineering 40032100-521900	\$37,500
	Grant Administration 40061100-521100	\$6,000

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. _____ - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing executing a one-year lease for agricultural property in the City of Sheboygan.

RESOLVED: That the Mayor is hereby authorized and directed to execute the attached lease with Paul Rammer for the 2015 agricultural use of approximately 20.46 acres land bordering South Business Drive in the City of Sheboygan.

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

AGRICULTURAL LAND LEASE

This lease entered into as of the ____ day of May, 2015, between CITY OF SHEBOYGAN, State of Wisconsin, hereinafter referred to as "Landlord," and PAUL RAMMER of Sheboygan, Wisconsin, hereinafter referred to as "Tenant."

WITNESSETH:

1. LEASE OF PREMISES. Landlord for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by Tenant, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord on the same terms and conditions the following described premises:

20.46 acres bordering South Business Drive in the City of Sheboygan, being part of Section 9, T. 14 N., Range 23 E., County of Sheboygan, and further identified as Farm #11442, Tract # 28896 on the attached USDA Farm Service Agency Map.

2. TERM. This lease shall commence on January 1, 2015 and shall terminate on December 31, 2015. However, Landlord reserves the exclusive right to terminate in full or in part this lease with twenty (20) days written notice for purposes of facilitating development needs. In no event shall Landlord be liable to pay for damages.

3. RENTAL. The rental shall be \$1,200.00 per year, payable on or before December 31, 2015. However, in the event of an early termination, rent will be prorated based on 20 acres and based on the term of the tenancy.

4. STIPULATED USAGE. The leased premises are to be used for agricultural purposes only. The Tenant covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. LIABILITY INSURANCE. It is the responsibility of Tenant to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to Landlord upon request.

6. ASSIGNMENT AND SUBLETTING. Tenant may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of Landlord, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet, but that such consent shall not be unreasonably withheld.

7. COMPLIANCE WITH LAW. Tenant shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein.

8. LANDLORD'S ENTRY FOR INSPECTION. Landlord and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of Tenant.

9. RIGHT OF FIRST REFUSAL FOR FUTURE RENTAL. Tenant shall have a right of first refusal for the continued rental of the above-described premises after termination of lease such that in the event Landlord shall receive from a third party a bona fide offer to rent the above-described premises for agricultural purposes, Tenant shall have the right to meet the price and terms of said offer to rent within fifteen (15) days after a copy of said offer to rent is personally delivered to Tenant. If Tenant fails to exercise his right of first refusal within the time period herein specified, said right of first refusal shall be deemed waived and this right of first refusal shall be of no further force and effect with respect to the said premises. If, however, for any reason, Landlord shall fail to consummate the lease of the subject premises to said third party, the rights herein mentioned shall be deemed revived and be of the same force and effect as if no bona fide offer was ever received.

10. EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS.

Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

11. SUCCESSORS, ETC. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

12. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

LANDLORD: CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen, Mayor

TENANT:

Paul Rammer

III

Res. No. _____ - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates Inc. for the engineering of the design of North Avenue (Calumet Drive to N. 15th Street) Project ID 4996-01-78 for the proposed sum of \$252,724.19 of which the Federal share is \$202,179.45 and of which the City of Sheboygan's share is \$50,544.74.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates Inc. for the engineering of the design of North Avenue (Calumet Drive to N. 15th Street) Project ID 4996-01-78 for the proposed sum of \$252,724.19 of which the Federal share is \$202,179.45 and of which the City of Sheboygan's share is \$50,544.74.

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

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN
City of Sheboygan (MUNICIPALITY),
State of Wisconsin Department of Transportation (DEPARTMENT),
AND
McMAHON (CONSULTANT) FOR

Project ID 4996-01-78
 C Sheboygan, North Ave
 Calumet St to 15th St
 North Ave
 Sheboygan County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by May 1, 2019.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

The proposed improvement includes reconstructing North Avenue from Calumet Drive to 15th Street in the City of Sheboygan.

The urban facility will be reconstructed to include bike facilities. The storm sewer system will be reconstructed.

This contract is for services necessary for preliminary and final design through PS&E package, including environmental documentation.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

- DEPARTMENT or
- MUNICIPALITY

For Authorized Services:

Actual costs to the CONSULTANT up to \$202,259.97, plus a fixed fee of \$14,439.69, not to exceed \$216,699.66 in total.

For title report services subcontracted to Classic title services, the CONSULTANT'S actual cost paid to Classic Title Services not to exceed \$3750.00 using the cost per unit listed in the table below.

Item Description	Unit Type	Unit Cost
60 year Title Reports with one update (assume 4 tax key numbers)	Each	\$150.00
Letter Reports (Assume 42 tax key numbers)	Each	\$75.00

For environmental database services sublet to subcontracted Environmental Data

Resources, the CONSULTANT'S actual cost paid to Environmental Data Resources not to exceed \$390.00 using the cost per unit listed in the table below.

Item Description	Unit Type	Unit Cost
Standard Package	Lump Sum	\$350.00
Sanborn Sets (2 req'd)	Each	\$20.00

For subsurface investigation services subcontracted to River Valley Testing, the CONSULTANT'S actual cost paid to River Valley Testing not to exceed \$5520.00 using the cost per unit listed in the attached proposal dated May 5, 2015.

Compensation for authorized services for this contract shall not exceed \$226,359.66.

“IF AUTHORIZED”

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

The CONSULTANT's actual cost up to \$21,832.11, plus a fixed fee of \$1,625.25, up to a maximum combined amount of \$23,457.36.

Compensation for “if authorized” services for this contract shall not exceed \$23,457.36.

Compensation in excess of the total CONTRACT amount of \$249,817.03 shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is Michal R. Simon:

Street Address: McMahan
1445 McMahan Drive, Neenah, WI 54956
Mailing Address: P.O. Box 1025, Neenah, WI 54957-1025
Telephone: (920)751-4200
Fax: (920)751-4284
E-Mail: msimon@mcmgrp.com

The MUNICIPALITY representative is Ryan Sazama:

Street Address: City of Sheboygan
Mailing Address: 2026 New Jersey Avenue, Sheboygan, WI 53081
Telephone: (920)459-3485
Fax: (920)459-0227
E-Mail: ryan.sazama@sheboyganwi.gov

The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). The MC Representative is Rich Glen:

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineering.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of 10 pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

APPROVED

By: _____

By: _____

Title: _____

GOVERNOR, State of Wisconsin

Date: _____

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "DRC" means the NE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Encroachment Report

The CONSULTANT shall prepare an encroachment report as directed by the MUNICIPALITY. Three copies of the request shall be submitted to the MUNICIPALITY for approval.

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP)
- b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s).
- c. Traffic Signal Warrant Analysis and report for 21st Street Intersection
- d. Traffic Signal Warrant Analysis and report for 15th Street Intersection
- e. Intersection control evaluation (ICE) for 21st Street Intersection (If Authorized). Note- Due to the proximity of the intersection with STH 42, a roundabout is not anticipated to be feasible. Because of this, only a scoping level ICE will be required.
- f. ICE for 15th Street Intersection (If Authorized). An alternative selection ICE will be required.

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an ER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

- (1) Historical and Archaeological Surveys and Studies:
 - (a) The CONSULTANT shall submit the PROJECT for approval on the BOE screening list.
- (2) Air Quality:
 - (a) The CONSULTANT shall prepare the air quality factor sheet as part of the environmental report, but an air quality investigation is not part of this contract. This PROJECT is located in a nonattainment area for ozone.
- (3) Hazardous Materials/Contamination Assessments
 - (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
 - (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies. Any additional studies will be considered an extra service.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.
- (4) Wetland Investigations
 - (a) The CONSULTANT shall delineate wetlands located immediately adjacent to the roadway and submit a report of findings to the Department of Natural Resources.
- (5) Native American Coordination
 - (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application. The CONSULTANT shall request for and obtain a 401 Water Quality

Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be completed prior to the final PS&E submittal.

(2) Section 404 Permits:

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL.

D. RAILROAD/UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

(a) The CONSULTANT shall prepare a single Railroad Project Submittal Package (RPSP) for the two crossings located on North Avenue. The RPSP will include a separate Railroad Crossing Report (form DT1589) for each crossing.

(b) If authorized, the CONSULTANT shall prepare all statements and documentation and present testimony at proceedings before the Office of the Commissioner of Railroads, or such other forum as may be designated by the DEPARTMENT.

(2) Utility Negotiations/Agreements

(a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.

(b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:

- i. USR signed and dated by CONSULTANT.
- ii. Utility-related special provisions.
- iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
- iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
- v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
- vi. Approved Work Plans by LPA.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall hold two (2) informational meeting(s) to acquaint the public with the concepts and probable impacts of this PROJECT.
- (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting(s). The CONSULTANT will prepare the Public Involvement Meeting notices and provide them to the MUNICIPALITY.
- (c) The CONSULTANT shall prepare a summary report after the public information meeting(s).
- (d) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
- (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
- (f) The CONSULTANT shall provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative.

F. MEETINGS

- (1) The CONSULTANT shall hold a Design Kick-off/Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Two coordination meetings shall be held with local businesses located within the PROJECT area.
- (3) A 30% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held as directed by the MC.
- (4) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT'S representative.
- (5) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT'S representative.

- (6) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (7) Three meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (8) The CONSULTANT shall conduct two coordination meeting(s) with utilities having facilities on the PROJECT.

H. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Sheboygan County.
- (2) The CONSULTANT shall temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- (3) The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that two section corners need to be located and established and tied to state plane coordinates. The CONSULTANT should not apply for reimbursement from the applicable county for these costs.
- (4) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (5) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (6) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the FDM on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform 6 samples of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) Investigations of subsurface soil conditions for signal bases for mono-tube poles and arm at the site of signal base. They shall consist of not less than one machine powered boring per signalized intersection.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the concrete base.

The CONSULTANT will forward the subsurface information to the manufacturer of the proprietary mono-tube pole and arm assembly for a determination of the concrete base requirements.

- (3) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (4) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

J. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (l). Marking and Signing Plan
- (m). Traffic Signal Plans 21st Street Intersection (if Authorized)
- (n). Traffic Signal Plans 15th Street Intersection (if Authorized)
- (o). Lighting Plans
- (p). Construction staging plans (include earthwork quantities for each stage)
- (q). Landscaping Plan
- (r). Storm Sewer Plan
- (s). Project Overview - Single Sheet Schematic Drawing
- (t). Intersection Details

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

L. PLATS

- (1) The CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL.
- (2) A right of way descriptions shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The

CONSULTANT shall submit the legal descriptions on a hard copy and as an electronic e-mail file to the MANAGEMENT CONSULTANT.

- (3) The CONSULTANT shall prepare the descriptions in line item format and provide an electronic copy to the MUNICIPALITY.
- (4) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (6) The CONSULTANT shall provide on the Right-of-Way Plat, point numbers for all new right-of-way points to be monumented and all existing right-of-way points. Point numbers should correspond to data as submitted in Section H SURVEYS (5).
- (7) The CONSULTANT will be responsible for all changes to the plat sheets and legal descriptions until the Real Estate Certification is completed. Changes on the RW plat that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract.
- (8) Up to four 60 year title report searches and forty-two title-forward letter reports shall be made of the properties or premises through which the Right of Way for the PROJECT is to be acquired.

N. TRAFFIC

- (1) The CONSULTANT shall collect 16 hour turning movement traffic counts at the following intersection locations:

- a. Intersection of North Avenue and 15th Street.
- b. Intersection of North Avenue and 21st Street.

Note – Traffic counts will be collected while local schools are in session.

- (2) The CONSULTANT shall prepare and submit a traffic forecast request (form DT1601) to the DEPARTMENT along with the intersection turning movement counts. The traffic forecast will be provided by the DEPARTMENT.

O. SERVICES PROVIDED BY THE DEPARTMENT

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Traffic Projections for the project.

P. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Current list of property owners and mailing addresses.
2. Location for public involvement meeting(s).
3. The MUNICIPALITY mail out the meeting notices to the property owners.

Q. PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with WisDOT internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current WisDOT standards (Microsoft Project), or on paper.
- (2) The PROJECT will be administered for the DEPARTMENT by JT Engineering, INC. the NE Region Local Program Management Consultant (MC). Correspondence and all submittals, including invoices, progress reports, and updated schedules must be submitted to:

JT Engineering, Inc. Attn: Rich Glen, PE
richglen@jt-engineering.com
1077 Centennial Centre Blvd
Hobart, WI 54155
920.468-4771
FAX 920.468-7135

- (3) The CONSULTANT proposes to sublet services to:
 - (a) Historical aerial photographs and Database Report for Phase 1 Hazmat Report sublet to Environmental Data Resources.
 - (b) Title report searches sublet to Classic Title Services.
 - (c) Soils and subsurface investigations sublet to River Valley Testing.
- (4) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2015.

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Public Information Meeting	3-1-16
TRANS 75 submittal	9-1-15

DESCRIPTION	DATE
Environmental Document Submittal	4-1-16
60% Plan, Estimate & Road Builder's Quantities Submittal	2-1-17
Soils Report Submittal	11-1-15
Pavement Design Report Submittal	1-15-16
Traffic Study Report (Warrant Analysis for 15 th Street and 21 st Street	11-15-15
Traffic Management Plan Submittal	11-1-16
Design Study Report Submittal	12-1-16
Slope Intercepts & Preliminary Plat	2-1-17
Right-Of-Way Plat(s)	2-1-17
Right-Of-Way Descriptions	2-1-17
Approved Relocation Order	2-1-17
90% Plan, Estimate & Road Builder's Quantities	2-1-18
Final P.S. & E & Road Builder's Quantities Submittal	8-1-18
Let Date	12-11-18
Preconstruction Conference	5-1-19

- (5) The CONSULTANT shall communicate all substantial (10% or \$100,000, whichever is less) changes of construction cost estimates to the MC.

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

DEFINITIONS

- a. "LPA" means the Local Public Agency responsible for the PROJECT within their jurisdiction in the LOCAL PROGRAM.
- b. "NE or Region or NE Region" means the Wisconsin Department of Transportation's, Northeast Region, located at 944 Vanderperren Way, Green Bay, WI 54304.
- c. "CO" means the DEPARTMENT'S Central Office located in Madison, WI.
- d. "DC" or "CONSULTANT" means the consultant retained by the LPA and the DEPARTMENT to provide engineering services for a PROJECT in the LOCAL PROGRAM.
- e. "Design Contract" means a contract for engineering services for the PROJECT design.
- f. "MC" or "MANAGEMENT CONSULTANT" means the CONSULTANT providing project management services who is retained by the Northeast REGION and represents the DEPARTMENT.
- g. "DRC" means the NE REGION'S railroad coordinator.
- h. "BRH" means the DEPARTMENT'S Bureau of Rails and Harbors.
- i. "OCR" Office of Commissioner of Railroads.
- j. "CDR" Concept Definition Report
- k. "AGENCY" means any and all necessary governmental agencies required for coordination as follows (but not limited to): Division of Infrastructure Development, DEPARTMENT of Natural Resources, Federal Highway Administration, U.S. Army Corp of Engineers.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Encroachment Report

The CONSULTANT shall prepare an encroachment report as directed by the MUNICIPALITY. Three copies of the request shall be submitted to the MUNICIPALITY for approval.

(2) Other Reports:

The CONSULTANT shall prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- a. Traffic Management Plan (TMP)
- b. Trans 75 Complete Street Compliance Check Sheet and applicable Exception Sheet(s).
- c. Traffic Signal Warrant Analysis and report for 21st Street Intersection
- d. Traffic Signal Warrant Analysis and report for 15th Street Intersection
- e. Intersection control evaluation (ICE) for 21st Street Intersection (If Authorized). Note- Due to the proximity of the intersection with STH 42, a roundabout is not anticipated to be feasible. Because of this, only a scoping level ICE will be required.
- f. ICE for 15th Street Intersection (If Authorized). An alternative selection ICE will be required.

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an ER Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

If review of the environmental document by the MUNICIPALITY, DEPARTMENT, and FHWA indicates that changes to this document are necessary, all such changes shall be made by the CONSULTANT.

In preparing environmental documentation, CONSULTANT shall consider and evaluate as alternatives to the PROJECT other reasonable actions or activities that may achieve the same or similar purpose of a highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. CONSULTANT shall evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state and national environmental goals. CONSULTANT shall prepare environmental documents that are concise, clear, and to the point and emphasize real environmental issues and alternatives. CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

- (1) Historical and Archaeological Surveys and Studies:
 - (a) The CONSULTANT shall submit the PROJECT for approval on the BOE screening list.
- (2) Air Quality:
 - (a) The CONSULTANT shall prepare the air quality factor sheet as part of the environmental report, but an air quality investigation is not part of this contract. This PROJECT is located in a nonattainment area for ozone.
- (3) Hazardous Materials/Contamination Assessments
 - (a) The CONSULTANT shall conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.
 - (b) When Phase I indicates further work is needed, the CONSULTANT shall consult with the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies. Any additional studies will be considered an extra service.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.
- (4) Wetland Investigations
 - (a) The CONSULTANT shall delineate wetlands located immediately adjacent to the roadway and submit a report of findings to the Department of Natural Resources.
- (5) Native American Coordination
 - (a) The CONSULTANT shall prepare the notification letter and submit to WisDOT for review and approval. The letters will be mailed out by the CONSULTANT.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application. The CONSULTANT shall request for and obtain a 401 Water Quality

Certification for the PROJECT from the DNR. The request for the 401 Water Quality Certification shall be completed prior to the final PS&E submittal.

(2) Section 404 Permits:

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL.

D. RAILROAD/UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

(a) The CONSULTANT shall prepare a single Railroad Project Submittal Package (RPSP) for the two crossings located on North Avenue. The RPSP will include a separate Railroad Crossing Report (form DT1589) for each crossing.

(b) If authorized, the CONSULTANT shall prepare all statements and documentation and present testimony at proceedings before the Office of the Commissioner of Railroads, or such other forum as may be designated by the DEPARTMENT.

(2) Utility Negotiations/Agreements

(a) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non TRANS 220 projects, however the CONSULTANT shall maintain a utility log and provide updates to the MC at notification, 30%, 60%, and 90% PROJECT stages.

(b) CONSULTANT shall transmit final utility-related documents to the MC, as DEPARTMENT's representative, a minimum of 30 days prior to the final PS&E submittal date. This submittal includes the following information:

- i. USR signed and dated by CONSULTANT.
- ii. Utility-related special provisions.
- iii. Plans specific to utility related items, including general notes, plan and profile, cross sections, and bridge sheets, if appropriate.
- iv. Added correspondence not previously submitted including telephone memos, meeting minutes, and letters.
- v. All agreement documents, including any utility conveyances, lump sum agreement, and audit agreements, etc.
- vi. Approved Work Plans by LPA.

E. PUBLIC INVOLVEMENT

(1) Informational Meetings:

- (a) The CONSULTANT shall hold two (2) informational meeting(s) to acquaint the public with the concepts and probable impacts of this PROJECT.
- (b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meeting(s). The CONSULTANT will prepare the Public Involvement Meeting notices and provide them to the MUNICIPALITY.
- (c) The CONSULTANT shall prepare a summary report after the public information meeting(s).
- (d) The CONSULTANT shall consult with the MUNICIPALITY after the public informational meeting(s) to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
- (e) The CONSULTANT shall make all the necessary arrangements for scheduling the meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
- (f) The CONSULTANT shall provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY'S representative.

F. MEETINGS

- (1) The CONSULTANT shall hold a Design Kick-off/Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Two coordination meetings shall be held with local businesses located within the PROJECT area.
- (3) A 30% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held as directed by the MC.
- (4) A 60% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC shall be held as directed by the MC, as DEPARTMENT'S representative.
- (5) A 90% Plan Review Meeting/Conference Call with the MUNICIPALITY and the MC, as DEPARTMENT'S representative, shall be held 60 days ahead of the P.S. & E. submittal date as directed by the MC, as DEPARTMENT'S representative.

- (6) The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- (7) Three meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.
- (8) The CONSULTANT shall conduct two coordination meeting(s) with utilities having facilities on the PROJECT.

H. SURVEYS

- (1) The CONSULTANT shall set horizontal and vertical control based on the Wisconsin County Coordinate System, Sheboygan County.
- (2) The CONSULTANT shall temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- (3) The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that two section corners need to be located and established and tied to state plane coordinates. The CONSULTANT should not apply for reimbursement from the applicable county for these costs.
- (4) The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property. All such information shall be provided in an electronic file. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the FDM.
- (5) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- (6) The CONSULTANT shall submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, following specifications and standards outlined in the FDM on a Read-Only CD. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The CONSULTANT shall perform 6 samples of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) Investigations of subsurface soil conditions for signal bases for mono-tube poles and arm at the site of signal base. They shall consist of not less than one machine powered boring per signalized intersection.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the concrete base.

The CONSULTANT will forward the subsurface information to the manufacturer of the proprietary mono-tube pole and arm assembly for a determination of the concrete base requirements.

- (3) The CONSULTANT shall perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (4) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures". Spoil material from boring samples shall be disposed of such that the surrounding environment is not adversely impacted, including any nearby streams.

J. ROAD PLANS

Section II.I.(2) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (l). Marking and Signing Plan
- (m). Traffic Signal Plans 21st Street Intersection (if Authorized)
- (n). Traffic Signal Plans 15th Street Intersection (if Authorized)
- (o). Lighting Plans
- (p). Construction staging plans (include earthwork quantities for each stage)
- (q). Landscaping Plan
- (r). Storm Sewer Plan
- (s). Project Overview - Single Sheet Schematic Drawing
- (t). Intersection Details

The CONSULTANT shall submit 30%, 60%, and 90% plans to the MC for review and comment.

L. PLATS

- (1) The CONSULTANT shall prepare Right-of-Way Plats as defined in the MANUAL.
- (2) A right of way descriptions shall be provided for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The

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- a. Intersection of North Avenue and 15th Street.
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CLASS	Project Manager - MRS	Engineer		Electrical Engineer - SRM		Engineering Technician - MJA		Administrative Assistant - CAR		Senior Surveyor - DEW		Senior Surveyor & Landscape Architect - DMS		Environmental Technician - SLH		Environmental Scientist - SAB		Surveyor - HPA		Survey Assistant - TML		Total Direct Labor			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Avg. Hourly Wage		\$45.67		\$29.96		\$40.48		\$19.47		\$29.86		\$42.88		\$16.38		\$41.52		\$27.78		\$20.60					
Task	Act. Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
Survey - General	729		\$0.00	0.0	\$0.00		\$0.00	4.0	\$114.11		\$0.00	13.0	\$385.86		\$0.00		\$0.00	96.0	\$2,667.35	55.0	\$1,133.02	168.0	\$4,300.35		
Preliminary Design - General	741		\$0.00	107.0	\$3,205.64		\$0.00	30.0	\$855.83		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	137.0	\$4,061.47		
Finalize Design Elements	742		\$0.00	135.0	\$4,044.50		\$0.00	12.0	\$342.33		\$0.00	12.0	\$514.60		\$0.00		\$0.00		\$0.00		\$0.00	159.0	\$4,901.43		
Public Involvement	743	24.0	\$1,096.16	40.0	\$1,198.37		\$0.00		\$0.00	8.0	\$155.76		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	72.0	\$2,450.30		
Design - R/W- Plats Development	745		\$0.00	0.0	\$0.00		\$0.00	112.0	\$3,195.09		\$0.00	55.0	\$1,632.49	13.0	\$557.48		\$0.00	10.0	\$277.85	10.0	\$206.00	200.0	\$5,868.92		
Project Devel. - Utilities/Railroads	746	4.0	\$182.69	64.0	\$1,917.39		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	68.0	\$2,100.09		
Project Devel. - Agency (COE & DNR Permits)	767		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00		
Meetings	747	48.0	\$2,192.33	69.0	\$2,067.19		\$0.00		\$0.00	10.0	\$194.71		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	127.0	\$4,454.22		
Design - Reports	748	8.0	\$365.39	166.0	\$4,973.23		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	174.0	\$5,338.62		
Hazardous Materials Summary (phase 1)	765		\$0.00	0.0	\$0.00		\$0.00	4.0	\$114.11	10.0	\$194.71		\$0.00		\$0.00		\$0.00	63.0	\$2,615.49		\$0.00	77.0	\$2,924.30		
Environmental Document - General	767	8.0	\$365.39	94.0	\$2,816.17		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	102.0	\$3,181.56		
Wetland Investigation	798		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	19.0	\$349.18	6.0	\$249.09		\$0.00		\$0.00	25.0	\$598.27		
Project Management	771	117.0	\$5,343.80	4.0	\$119.84		\$0.00		\$0.00	22.0	\$428.35		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	143.0	\$5,891.99		
Prelim Design - Geometrics	776		\$0.00	91.0	\$2,726.29		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	91.0	\$2,726.29		
Preliminary Design - Drainage	778		\$0.00	64.0	\$1,917.39		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	64.0	\$1,917.39		
RW Plats - Updates/Revisions	791		\$0.00	0.0	\$0.00		\$0.00	8.0	\$228.22		\$0.00	4.0	\$118.73		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$346.95		
Computer Quantities & Details	786		\$0.00	146.0	\$4,374.05		\$0.00	40.0	\$1,141.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	186.0	\$5,515.15		
Street Lighting Plan	785		\$0.00	40.0	\$1,198.37	80.0	\$3,238.37		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	120.0	\$4,436.74		
Traffic Control - TC Plan	788		\$0.00	100.0	\$2,995.92		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100.0	\$2,995.92		
Storm Water	766		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0	\$0.00		
Final Design - Drainage	789		\$0.00	78.0	\$2,336.82		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	78.0	\$2,336.82		
PS&E	794	8.0	\$365.39	96.0	\$2,876.09		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	104.0	\$3,241.48		
Post PS&E	790	4.0	\$182.69	8.0	\$239.67		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$422.37		
Subtotal		221.0	\$10,093.85	1302.0	\$39,006.94	80.0	\$3,238.37	210.0	\$5,990.79	50.0	\$973.53	72.0	\$2,137.08	25.0	\$1,072.09	19.0	\$349.18	69.0	\$2,864.58	106.0	\$2,945.20	65.0	\$1,339.03	2219.0	\$70,010.63
Railroad OCR Public Hearing	746	6.0	\$274.04	20.0	\$599.18		\$0.00	10.0	\$285.28	8.0	\$155.76		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	44.0	\$1,314.27		
Scoping Level ICE for 21st St	748	6.0	\$274.04	14.0	\$419.43		\$0.00	4.0	\$114.11		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	24.0	\$807.58		
Alternatives Selection ICE for 15th St.	748	6.0	\$274.04	20.0	\$599.18		\$0.00	14.0	\$399.39		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	40.0	\$1,272.61		
Traffic Signal Plan 21st St.	785	4.0	\$182.69	48.0	\$1,438.04		\$0.00	8.0	\$228.22		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	60.0	\$1,848.96		
Traffic signal Plan 15th St.	785	4.0	\$182.69	52.0	\$1,557.88		\$0.00	4.0	\$114.11		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	60.0	\$1,854.69		
Timing plan & City Coordination 21st St.	785	2.0	\$91.35	10.0	\$299.59		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$390.94		
Timing plan & City Coordination 15th St.	785	2.0	\$91.35	10.0	\$299.59		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	12.0	\$390.94		
Subtotal - if authorized		30.0	\$1,370.21	174.0	\$5,212.91	0.0	\$0.00	40.0	\$1,141.10	8.0	\$155.76	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	252.0	\$7,879.98
Total		251.0	\$11,464.06	1,476.0	\$44,219.84	80.0	\$3,238.37	250.0	\$7,131.89	58.0	\$1,129.29	72.0	\$2,137.08	25.0	\$1,072.09	19.0	\$349.18	69.0	\$2,864.58	106.0	\$2,945.20	65.0	\$1,339.03	2471.0	\$77,890.61



**EXHIBIT A-2 - Project ID. 4996-01-78 Design
Direct Expenses By Item For Design Services**
Prepared For The Wisconsin Department Of Transportation

Item	Unit Amount	Unit Type	Rate	Total Expenses
Mileage	3895.0	Mile	\$0.575	\$2,239.63
Computer - CAD	350.0	hour	\$15.000	\$5,250.00
Photocopy (Black & White)	2000.0	Each	\$0.07	\$140.00
Photocopy (Color)	500.0	Each	\$0.45	\$225.00
Misc. Postage	100.0	Each	\$0.49	\$49.00
Global Positioning System (GPS)	50.0	Hours	\$21.00	\$1,050.00
Survey Lath	100.0	Each	\$0.50	\$50.00
Survey Paint	6.0	Each	\$4.50	\$27.00
Subtotal				\$9,030.63
Mileage (OCR hearing)	145.0	Each	\$0.575	\$83.37
Subtotal - if authorized				\$83.37
Total				\$9,114.00



EXHIBIT A-3 - Project I.D.4996-01-78
Fee Computation Summary By Engineering Task
 Prepared For The Wisconsin Department Of Transportation

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Survey - General	729	\$4,300.35	\$7,568.61	\$886.95	\$1,900.00	\$14,655.91
Preliminary Design - General	741	\$4,061.47	\$7,148.18	\$837.68	\$2,366.00	\$14,413.32
Finalize Design Elements	742	\$4,901.43	\$8,626.52	\$1,010.92	\$2,366.00	\$16,904.86
Public Information Meetings	743	\$2,450.30	\$4,312.53	\$505.37	\$800.00	\$8,068.20
Design - R/W- Plats Development	745	\$5,868.92	\$10,329.30	\$1,210.46	\$400.00	\$17,808.68
Project Devel. - Utility/Agency	746	\$2,100.09	\$3,696.15	\$433.14		\$6,229.38
Project Devel. - Agency (COE & DNR Permits)	767	\$0.00	\$0.00	\$0.00		\$0.00
Meetings	747	\$4,454.22	\$7,839.43	\$918.68	\$800.00	\$14,012.34
Design - Reports	748	\$5,338.62	\$9,395.98	\$1,101.09	\$368.00	\$16,203.69
Hazardous Materials Summary	765	\$2,924.30	\$5,146.78	\$603.14	\$30.63	\$8,704.85
Environmental Document - General	767	\$3,181.56	\$5,599.54	\$656.20		\$9,437.29
Erosion Control - Wetland Investigation	798	\$598.27	\$1,052.96	\$123.39		\$1,774.62
Project Management	771	\$5,891.99	\$10,369.91	\$1,215.22		\$17,477.13
Prelim Design - Geometrics	776	\$2,726.29	\$4,798.27	\$562.30		\$8,086.86
Preliminary Design - Drainage	778	\$1,917.39	\$3,374.61	\$395.46		\$5,687.46
RW Plats - Updates/Revisions	791	\$346.95	\$610.63	\$71.56		\$1,029.13
Computer Quantities & Details	786	\$5,515.15	\$9,706.67	\$1,137.50		\$16,359.32
Street Lighting Plan	785	\$4,436.74	\$7,808.66	\$915.08		\$13,160.48
Traffic Control & Const. Staging	788	\$2,995.92	\$5,272.83	\$617.91		\$8,886.66
Storm Water	766	\$0.00	\$0.00	\$0.00		\$0.00
Final Design - Drainage	789	\$2,336.82	\$4,112.80	\$481.97		\$6,931.60
PS&E	794	\$3,241.48	\$5,705.00	\$668.55		\$9,615.03
Post PS&E	790	\$422.37	\$743.37	\$87.11		\$1,252.85
Subtotal		\$70,010.63	\$123,218.71	\$14,439.69	\$9,030.63	\$216,699.67
Railroad OCR Public Hearing	746	\$1,314.27	\$2,313.11	\$271.07	\$83.37	\$3,981.81
Scoping Level ICE for 21st St	748	\$807.58	\$1,421.34	\$166.56		\$2,395.49
Alternatives Selection ICE for 15th St.	748	\$1,272.61	\$2,239.80	\$262.48		\$3,774.88
Traffic Signal Plan 21st St.	785	\$1,848.96	\$3,254.17	\$381.35		\$5,484.47
Traffic signal Plan 15th St.	785	\$1,854.69	\$3,264.25	\$382.53		\$5,501.46
Timing plan & City Coordination 21st St.	785	\$390.94	\$688.05	\$80.63		\$1,159.62
Timing plan & City Coordination 15th St.	785	\$390.94	\$688.05	\$80.63		\$1,159.62
Subtotal - if authorized		\$7,879.98	\$13,868.77	\$1,625.25	\$83.37	\$23,457.36
Total		\$77,890.61	\$137,087.48	\$16,064.94	\$9,114.00	\$240,157.03

Company Wide Overhead Rate = 1.7600
 Fixed Fee = 8.25%

Note - Fixed fee calculated using a 1.50 overhead rate.



EXHIBIT A-4 - Project ID. 4996-01-78 Design
Consultant Contract Total Fee Computation For Design Services
 Prepared For The Wisconsin Department Of Transportation

Project I.D.	4657-25-00	4657-25-00 "If authorized"	Total Contract
Design Services			
Number Of Staff Hours	2,219.0	252.0	2,471.0
1. Total Direct Labor	\$70,010.63	\$7,879.98	\$77,890.61
2. Total Indirect Costs	\$123,218.71	\$13,868.77	\$137,087.48
Fixed Fee / Profit	\$14,439.69	\$1,625.25	\$16,064.94
Non-Labor Direct Charges	\$9,030.63	\$83.37	\$9,114.00
Subtotal	\$216,699.66	\$23,457.36	\$240,157.03
Subcontract 1 (Classic Title)	\$3,750.00	\$0.00	\$3,750.00
Subcontract 2 (River Valley Testing)	\$5,520.00	\$0.00	\$5,520.00
Subcontract 3 (Env. Data Resources)	\$390.00	\$0.00	\$390.00
		\$0.00	\$0.00
Subcontract Total	\$9,660.00	\$0.00	\$9,660.00
Contract Total	\$226,359.66	\$23,457.36	\$249,817.03

Company Wide Overhead Rate= 1.76
 Fixed Fee = 8.25%

Note- Fixed Fee calculated using and overhead rate of 1.50



EXHIBIT A-5 - Project I.D.4996-01-78
Consultant Contract Direct Labor Detail
 Prepared For The Wisconsin Department Of Transportation

Classification	Current Rate	Annual Pay Increase Percent	New Pay Rate 2016	New Pay Rate 2017	New Pay Rate 2018	Date of Annual Increase	% Work At Current Rate	% Work At 2016 Rate	% Work At 2017 Rate	% Work At 2018 Rate	Weighted Average Hourly Rate
Project Manager/Engineer - MRS	\$44.64	1.7%	\$45.40	\$46.17	\$46.96	January 1st	25.00%	25.00%	40.00%	10.00%	\$45.67
Engineer	\$29.28	1.7%	\$29.78	\$30.29	\$30.80	January 1st	25.00%	25.00%	40.00%	10.00%	\$29.96
Electrical Engineer - SRM	\$39.97	1.7%	\$40.65	\$41.34	\$42.04	January 1st	25.00%	75.00%	0.00%	0.00%	\$40.48
Engineering Tech - MJA	\$27.93	1.7%	\$28.40	\$28.89	\$29.38	January 1st	25.00%	25.00%	50.00%	0.00%	\$28.53
Admin. Assistant - CAR	\$19.03	1.7%	\$19.35	\$19.68	\$20.02	January 1st	25.00%	25.00%	40.00%	10.00%	\$19.47
Senior Surveyor - DEW	\$29.06	1.7%	\$29.55	\$30.06	\$30.57	January 1st	25.00%	25.00%	50.00%	0.00%	\$29.68
Senior Surveyor - DMS	\$41.81	1.7%	\$42.52	\$43.24	\$43.98	January 1st	10.00%	30.00%	60.00%	0.00%	\$42.88
Engineering Tech - SLH	\$18.30	1.7%	\$18.61	\$18.93	\$19.25	January 1st	75.00%	25.00%	0.00%	0.00%	\$18.38
Env. Scientist - SAB	\$41.34	1.7%	\$42.04	\$42.76	\$43.48	January 1st	75.00%	25.00%	0.00%	0.00%	\$41.52
Surveyor - HPA	\$27.69	1.7%	\$28.16	\$28.64	\$29.13	January 1st	90.00%	0.00%	10.00%	0.00%	\$27.78
Surveyor assistant - TML	\$20.53	1.7%	\$20.88	\$21.23	\$21.59	January 1st	90.00%	0.00%	10.00%	0.00%	\$20.60

Project Staff

- Mike Simon (MRS) = project manager, reports, QC
- Corey Schuh(CRS) = engineer
- Ryan Kubat (RLK) = engineering
- Scott Mahnke (SRM) = electrical engineer
- Carl Sutter (CCS) = Engineer
- Cindy Rowland (CAR) = Admin. Assistant
- Marty Abing (MJA) = Engineering Technician
- Doug Woelz (DEW) = Senior Surveyor
- Dave Schmalz (DMS) = Senior Surveyor/landscape architect
- Stacy Henk (SLH) = Engineering Technician
- Stuart Boerst (SAB) = Wetlands & Hazardous Materials
- Howard Anderson (HPA) = Survey crew chief
- Tracy Last (TML) = Surveyor Assistant



**EXHIBIT A-6 - Project ID. 4996-01-78 Design
Direct Expenses By Item For Design Services**
Prepared For The Wisconsin Department Of Transportation

Classification: Engineer

Employee Name	Current Rate [b]	Percent Contributed [c]	[b*c]
Corey Schuh	\$32.43	59.00%	\$19.13
Ryan Kubat	\$23.18	38.00%	\$8.81
Carl Sutter	\$44.64	3.00%	\$1.34
Total		100.00%	\$29.28



RIVER VALLEY TESTING CORP.

1060 Breezewood Lane, Suite 102
Neenah, WI 54956
Telephone: 920/886-1406
FAX: 920/886-1409

May 5, 2015

Mr. Mike Simon
McMahon
MSimon@mcmgrp.com

Subj: REVISED Proposal for Subsurface Exploration Program
Proposed North Avenue Reconstruction
North 15th Street to Calumet Drive
Sheboygan, Wisconsin

Mr. Simon:

In accordance with your Request for Proposals dated April 10, 2015, River Valley Testing Corp is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. This proposal is intended to formalize an outline of our general scope of services and to provide cost information.

PROJECT INFORMATION

It is our understanding the project includes the reconstruction of approximate 3,000 feet of North Avenue that extends from North 15th Street to Calumet Drive in the City of Sheboygan, Wisconsin. We anticipate primary consideration will be to utilize a Portland Cement Concrete pavement section and we understand the reconstruction will also include the installation of traffic signal structures at the 15th Street and 21st Street intersections. We assume no significant utility installation will occur for this project.

Based on published soil maps for the project area, we anticipate encountering a subsurface soil profile that consists of some near surface existing fill overlying primarily lean to fat clay soils to a depth of between 6' to 10' and then a combination of silty sand, silt and/or silty clay soils that extend to the termination depths of the borings. We also anticipate free-draining groundwater could be encountered at a depth of between 6' and 10' below the existing grade.

SCOPE OF SERVICES

Based on our understanding of the project, we recommend seven (7) standard penetration test borings be performed for this exploration. Further, we recommend five (5) of the borings be extended to a maximum depth of 10' for general pavement considerations and two (2) to 25' for a combination of pavement and traffic signal structure considerations.

FEES

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis. On the basis of the above Scope of Services and the attached Geotechnical Fee Schedule, we estimate the total fee will be approximately as follows:

Task	Units	Quantity	Unit Price	Total
<i>Base Services - Roadway</i>				
Rig Mobilization	Per Trip	1	420.00	420.00
Rig Rental	Per Day	1	75.00	75.00
Boring Layout	Lump Sum	1	250.00	250.00
Drill and Sample	Per Foot	70	12.00	840.00
Abandonment	Per Foot	70	4.00	280.00
Site Delay Allowance	Per Hour	0.5	150.00	75.00
Pavement Patch	Per Boring	7	35.00	245.00
Traffic Control Signs	Per Day	1	75.00	75.00
Arrow Board Rental	Per Day	1	225.00	225.00
Laboratory Testing	Allowance	1	400.00	375.00
Coordination and Report Preparation	Allowance	1	1,550.00	1,530.00
<i>Base Services - Subtotal:</i>				\$ 4,390
<i>Additional Services - Sign Structures</i>				
Drill and Sample	Per Foot	30	12.00	360.00
Abandonment	Per Foot	30	4.00	120.00
Site Delay Allowance	Per Hour	1	150.00	150.00
Laboratory Testing	Allowance	1	100.00	100.00
Supplemental Analysis and Report	Allowance	1	400.00	400.00
<i>Additional Services -Subtotal:</i>				\$ 1,130
Total Estimate:				\$ 5,520.00

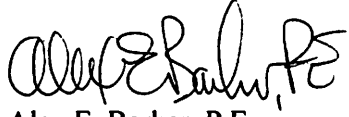
The above fees assume the site is accessible with a truck mounted drill rig. In addition, the above fee assumes traffic control will require only signs, cones, and an lighted arrow board.

REMARKS

Should you decide to accept this proposal, please sign one copy of it, complete the attached Geotechnical Project Data Sheet, and return both to us so we may properly establish your file. We look forward to working with you on your project. If you have any questions or need additional information, please contact me at 920/886-1406.

Sincerely,

RIVER VALLEY TESTING CORP.


Alex E. Barker, P.E.
Principal Geotechnical Engineer

ACCEPTANCE:

Client: _____
Signature: _____
Typed Name: _____
Date: _____

AEB/aeb



2015 Geotechnical Fee Schedule

FIELD AND LABORATORY:

	<u>Fees</u>
1. Drill Rig Mobilization	
a. Truck Rig	\$420.00/mob
b. ATV Rig	Special Quote
c. Daily Truck Rental	\$75.00/day
d. Daily ATV Rental	Special Quote
2. Drilling and Sampling	
a. Auger Drilling (no sampling)	\$8.00/foot
b. 0'-20'	\$12.00/foot
c. 20'-40'	\$14.00/foot
d. 40'+	\$18.00/foot
e. Rock Core Set-up	\$150.00/each
f. Rock Coring	\$55.00/foot
g. Added ATV Sampling Fee (for SPT Samples Only)	\$2.00/foot
h. Hard Drilling Surcharge (N ≥ 50 bpf or drilling with rock bit)	\$8.00/foot
3. Deck Penetration and Patch	\$150.00/each
4. Concrete or Asphalt Patching	\$35.00/hole
5. Boring Abandonment (In Accordance with Wisc. Admin. Code NR112)	\$4.00/foot
6. Boring Layout and Elevations	\$125.00/hour
7. Per Diem	\$175.00/day
8. Access Delay	\$150.00/hour
9. Water Content and Dry Density	\$24.00/each
10. Water Content Only (ASTM D2216)	\$10.00/each
11. Unconfined Compression Test (ASTM D2166)	\$35.00/each
12. Atterberg Limits Including Plasticity Index (ASTM D4318)	\$55.00/each
13. Organic Content Test (ASTM D2974)	\$30.00/each
14. Mechanical Analysis	
a. Through the #200 Sieve (ASTM C117 and C136)	\$75.00/each
b. Through the #200 Sieve Only (ASTM C117)	\$40.00/each
15. Miscellaneous	
a. Shelby Tube Extrusion	\$24.00/each
b. Shelby Tubes (If damaged during sampling)	\$18.00/each

EQUIPMENT:

16. Arrow Board Rental	\$225.00/day
17. Coring Machine Rental	\$85.00/day
18. Electricity Generator	\$65.00/day
19. Bit Wear	\$4.50/inch
20. Traffic Control Signage	\$75.00/day
21. Flagman (Per Man)	\$550.00/day
22. Mileage (not including Drill Rig mileage)	\$0.85/mile
23. Manual Boring Equipment Rental	
a. SPT Sampling Equipment	\$100.00/day
b. Hydraulic Tripod Assembly	\$350.00/day

TECHNICAL STAFF

24. Clerical	\$36.00/hour
25. Senior Technician	\$49.00/hour
26. Two-Man Coring/Manual Boring Crew	\$175.00/hour

PROFESSIONAL SERVICES

27. Principal Registered Engineer	\$145.00/hour
28. Senior Registered Engineer	\$128.00/hour
29. Registered Engineer	\$100.00/hour
30. Staff Geotechnical Engineer	\$80.00/hour

REMARKS:

The above rates are valid for calendar year 2013 or the duration of the project, whichever is longer. Services not listed on this schedule will be quoted on request. The minimum invoice for services provided during any month is \$25.00. An overtime rate of 1.5 times the standard rate will apply for services performed over 8 hours per day or outside of 7:00 am to 6:00 pm on Monday through Friday, or anytime on Saturday. Personnel rates are portal to portal. A premium rate of 2.0 times the standard rate will apply for services performed on Sundays and holidays. One day advance scheduling is requested for all field testing services; same day scheduling may be subject to additional charges.

River Valley Testing Corp
www.rvtcorp.com

Neenah **Green Bay**
920.886.1406 **920.347.9040**

CLASSIC TITLE SERVICES, LLC

601 North Fifth Street
Sheboygan, WI 53081

Phone (920) 783-0318

Fax (920) 783-0203

April 23, 2015

McMahon Engineers
Attn: Douglas E. Woelz, PLS

Dear Mr. Woelz:

The quote for four 60-year Title Report searches is \$150.00 per tax key number and no charge per tax key number for four updates (if required), for a total title report search charge of \$600.00. All required copies (current property deed, property owners' names, tax bill, and easements) are included in said quote.

The quote for forty-two (42) title-forward letter reports is \$75.00 per tax key number for a total letter report charge of \$3,150.00. These searches consist of a record title forward search, showing title vesting, legal description, tax information, mortgage, and other liens or judgments. It does not include any easements of record.

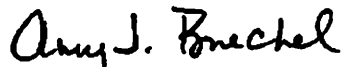
Grand total for the entire project is \$3,750.00. This project would be completed approximately 90 days from receipt of authorization.

This project is for North Avenue from Calumet Drive easterly to North 15th Street in the City of Sheboygan, Sheboygan County, Wisconsin, having a length of approximately 3,000 feet.

Thank you for giving Classic Title Services, LLC the opportunity to work with you again.

Best Regards,

CLASSIC TITLE SERVICES, LLC



Amy J. Buechel
Owner

AJB:abm



EDR Fee Schedule

Prices effective January, 2014

EDR Packages with Lightbox™ (see table on page 3)

Premium Package	\$ 520
Standard Package	\$ 350
Basic Package	\$ 250

+ \$40 for 2 additional sets of Sanborn maps
= \$390 Total

Scope Specific Addendums (with Package)

NEPACheck Report	\$ 105
Industrial Addendum	\$ 110
Multi Tenant Retail Report (no cov/cov)	\$ 65 / \$ 145

a la Carte Resources

Radius Map w/ GeoCheck	\$ 170
Radius Map w/o GeoCheck	\$ 145
NEPACheck Report	\$ 140
VEC Application (with Package)	\$ 65
VEC Application	\$ 170
Certified Sanborns (no cov/coverage)	\$ 65 / \$ 145
Certified Sanborns with Radius Map	\$ 15 / \$ 95
Additional Certified Sanborn Tiles	\$ 20 ^{2 Req'd}
Aerial Photo Decade Package	\$155
Adjoining Sets of Aerial Photos	\$155
City Directory Search (no cov/coverage)	\$65 / \$115
CD Additional Address (Abstract only)	\$25
CD Additional Street (Image only)	\$45
Historical Topographic Maps	\$115
Adjoining Sets of Historical Topos	\$115
EDR Building Permit Report	\$65

Report Authoring & Project Management

PARCEL Phase I ESA	\$ 150
PARCEL PCA	\$ 150
PARCEL FastTrack	\$ 100
PARCEL Canadian Phase I ESA	\$ 150
PARCEL Phase I Update	\$ 85
PARCEL ASTM Transaction Screen	\$ 50 -100
PARCEL FDIC Checklist	\$ 50
PARCEL Database Review	\$ 50

Land Title Reports

Chain of Title (one owner/deed)	\$ 350
COT Additional Owner/Deed	\$ 350
COT Search with Premium Pack	\$ 155
Env Lien & AUL Search Report	\$ 250
Env Lien & AUL Additional Owner	\$ 250
Env Lien & AUL Additional Deed	\$ 50



EDR Fee Schedule

Industrial Reports

AuditCheck Facility Report	\$ 255
AuditCheck Facility Corporate Report	\$ 395
AuditCheck Destination Report	\$ 495
AuditCheck Risk Sharing Report	\$ 495
Site Report	\$ 105
NJ McRaes Industrial Directory Report	\$ 205
Offsite Receptor Report	\$ 395

Rush Charges

Super Rush - Per Product (1-2 days)	\$ 150
Rush - Per Product (2-3 days)	\$ 75

Custom Services, Call For a Quote

Area Study
 Corridor Study
 GIS Format
 Water Wells
 Aerial Custom Research
 City Directory Custom Research
 Historical Topographic Maps Custom Research
 Certified Sanborns Custom Research
 EDR OnDemand

State-Specific Reports

NJ ISRA Package	\$ 800
GeoCheck Well Report	\$ 245
TX Oil/Gas Report 1/4 Mile	\$ 100
TX Oil/Gas Report 1/2 Mile	\$ 150
TX Oil/Gas Report 1 Mile	\$ 295
TX Oil/Gas Report > 1 Mile	custom
TX Water Well Report 1/4 Mile	\$ 100
TX Water Well Report 1/2 Mile	\$ 150
TX Water Well Report 1 Mile	\$ 295
TX Water Well Report > 1 Mile	custom

EDR Packages

		Radius Map	Basic	Standard	Premium
Data Collection & Analysis					
Lightbox	NEW!	✓	✓	✓	✓
Mobile App	NEW!	✓	✓	✓	✓
DigitalGlobe w/Re-use in Lightbox	NEW!		✓	✓	✓
VEC App				✓ NEW!	✓
Reports & Data					
Radius Map Report		✓	✓	✓	✓
Recovered Govt. Archives (Exclusive)	NEW!	✓	✓	✓	✓
Single File for Historical Reports	NEW!		✓	✓	✓
Certified Sanborn Maps			✓	✓	✓
Historical Aerials			✓ Select One	✓	✓
Historical City Directories				✓	✓
Historical Topos				✓	✓
Property Tax Map Report					✓
Building Permit Report (PDF)					✓
EDR Lien & AUL Report					✓
Free Historical Report Reworks					✓
1-3 Day TAT (except Lien Search)	NEW!				✓

III

Res. No. _____ - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Donohue & Associates, Inc. for the engineering of the design of Superior Avenue (Taylor Drive to N. 29th Street) Project ID 4992-01-72 for the proposed sum of \$167,131.56 of which the Federal share is \$65,562.00 and of which the City of Sheboygan's share is \$101,569.56.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Donohue & Associates, Inc. for engineering of the design of Superior Avenue (Taylor Drive to N. 29th Street) Project ID 4992-01-72 for the proposed sum of \$167,131.56 of which the Federal share is \$65,562.00 and of which the City of Sheboygan's share is \$101,569.56.

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. _____ - 15 - 16. By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (dated April 13, 2015), I.D. 4640-06-00.71 for design and construction for the design and construction for the 14th Street Sheboygan River Bridge scheduled for 2015 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the 14th Street Sheboygan River Bridge for the proposed sum of \$1,342,736 of which the Federal/State share is \$1,269,334 and of which the City of Sheboygan's share is \$73,402.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

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

STATE / MUNICIPAL AGREEMENT

FOR A
HIGHWAY IMPROVEMENT PROJECT
 Revision 1

Revises Original Agreement Dated March 11, 2011

DATE: April 13, 2015

I.D.: 4640-06-00 / 71

HIGHWAY: STH 28 LENGTH: 0.1

LIMITS: 14th Street, City of Sheboygan
Sheboygan River Bridge

COUNTY: Sheboygan

FILE: 11-14

The signatory City of Sheboygan hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

The term "DOT" refers to both the Wisconsin and Federal Highway Administration Departments of Transportation.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility (describe and give reason for request): The existing bridge deck is 43 years old and has been overlaid once. The deck is at its service life.

Proposed Improvement (nature of work): Replace the existing deck.

Describe non-participating work included in the project contract: Sanitary manholes, adjustment of water valve boxes, and concrete joint sealing.

Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality: Street lighting design, repair of pedestrian fence under north side of bridge deck, and construction inspection of type J special sanitary manhole covers and adjusting water valve boxes.

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering, 1:					
Plan Development	220,000	165,000	75	55,000	25
Real Estate Acquisition, 2:	TBD	TBD	100	0	0
Construction, 3:					
Structure, 3a (Cat 0010)	673,308	673,308	100	0	0
New Street Lighting, 3b (Cat 0020)	22,674	11,337	50	11,337	50
Roadway Items, 3c (Cat 0030)	275,645	275,645	100	0	0
Non-Participating, 3d (Cat 0040)	4,665	0	0	4,665	100
Construction Subtotal Without Engineering:	976,292	960,290		16,002	
15% Construction Engineering, 3e	146,444	144,044		* 2,400	
TOTAL DESIGN AND CONSTRUCTION COST DISTRIBUTION:	1,342,736	1,269,334		* 73,402	

Notes:

Dollar amounts shown in table above are in terms of fiscal year 2015.

* - Although the estimated cost for it is included in this amount, the construction engineering (primarily inspection) for the type J special sanitary covers and adjusting water valve boxes will be provided by the Municipality.

1) The total amount shown for preliminary engineering (plan development) is an estimated cost only, and is a total projected amount based on total charges to date.

2) All real estate costs (parcel costs, acquisition delivery costs, and state review and proratable) are eligible for DOT funding. The DOT will participate if real estate costs are prudent and financially feasible. The dollar amounts shown are estimates only. The Municipality must acquire real estate in their name.

3) Construction costs shown are an estimate based on historical bid item prices of similar projects. An estimate of the entire project construction cost, including items to be funded partially or entirely by the Municipality, is attached, and is broken down as follows: **a** – Structure costs are listed under category 0010, and will be funded 100% with DOT funds. **b** – The proposed new street lighting meets the DOT’s definition of a “new lighting system” and has been determined to be comparable in costs to DOT’s standard lighting system. Hence, the new lighting will be funded 50% by DOT and 50% by the Municipality under category 0020. **c** – All normal roadway items will be funded 100% by DOT under category 0030. **d** – Non-participating items to be funded 100% by the Municipality under category 0040 currently consist of type J special sanitary manhole covers, adjusting of water valve boxes, and concrete joint sealing. **e** – The amount shown for construction engineering is an estimate only, based on an assumed 15% of the actual construction costs.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of _____
Municipality

Name

Title

Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate and construction) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - a) The grading, base, pavement, and curb and gutter.
 - b) Storm Sewer mains, laterals, manholes, inlets and catch basins necessary for surface water naturally draining to STH 28/14th Street.
 - c) Construction engineering incidental to inspection and supervision of actual construction work excluding any sanitary and water system work that is combined let.
 - d) Signing and pavement marking including detour routes.
 - e) Compensable utility adjustment.
 - f) Replacement of existing sidewalks and private driveways necessitated by the project.
 - g) New installations of street lighting and traffic signals or devices at the time of construction. New traffic signals must meet warrants. Upgrading traffic signals to current standards are also eligible.
 - h) Alteration of street lighting and traffic signals or devices necessitated by the project.
 - i) Real estate for the improvement. The City must acquire the real estate in their name. The DOT will provide the funding.
 - k) Preliminary engineering and State review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - c) Conditioning, if required and maintenance of detour routes.
 - d) Repair damages to roads or streets cause by reason of their use in hauling materials incidental to the improvement.
 - e) All/any hazardous materials investigation and remediation cost related to construction of this connecting highway project.

- f) Concrete joint sealing.
 - g) Repair of pedestrian fence under north end of bridge.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal / State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal / State participation.
 8. The Municipality will at its own cost and expense:
 - a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and will make ample provision for such maintenance each year.
 - b) Regulate and prohibit, by ordinance, parking at all times on 14th Street on the structure.
 - c) In cooperation with the NE Region help with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project
 9. Basis for Local Participation:

Design: Costs are split at a 75/25 DOT / Local ratio as per the DOT cost participation policy for connecting streets.

Real Estate: Actual costs will be based on appraisals. The DOT will fund real estate that it feels is prudent and financially feasible.

Construction: Construction costs shown are estimates based on similar project bid item prices. Once the project is bid and awarded, this SMA will be updated with the actual unit bid prices and submitted to the Municipality for re-approval.

Wisconsin Department of Transportation
PROJECT SUMMARY LOG

DATE : 01/30/15
PAGE : 1

PCN	DESCRIPTION	FEDERAL/STATE PROJECT NUMBER	DETAIL	SOURCE
4640-06-71	14th Street, City Of Sheboygan	WISC	Y	P

Wisconsin Department of Transportation
DETAIL COST ESTIMATE

PROJECT NUMBER : C4640-06-71

FEDERAL PROJ ID : N/A

PROJECT NAME :
14th Street, City Of Sheboygan, Sheb River Bridge

TOTAL PROJECT LENGTH : 0.0740 MILES

TOTAL BRIDGE LENGTH : 211.5000 FEET
COUNTIES : Sheboygan

DATE PRINTED : 01/30/15

PROJECT NO.	FEDERAL PROJECT ID	DATE ESTIMATE	DATE REVISED	PREPARED BY
4640-06-71	WISC			Green Bay

Wisconsin Department of Transportation
 DETAIL ESTIMATE COST SUMMARY

DATE PRINTED : 01/30/15

PROJECT NUMBER : C4640-06-71

FEDERAL PROJ ID : N/A

FEDERAL PROJ ID	PROJECT NO.	STAT TYPE	COST	CONST ENGR	TOTAL	FUNDING LIMIT	FUNDING

FUND CLASS	CITY	City Of Sheboygan					
WISC	4640-06-71	PREL STRC	27,339.25	4,100.89	31,440.14	0.00	18,402.45
	FUND CLASS CITY	TOTALS	27,339.25	4,100.89	31,440.14	0.00	18,402.45

FUND CLASS	FED	Federal Funding					
WISC	4640-06-71	PREL STRC	971,627.35	145,744.11	1,117,371.46	0.00	886,074.55
	FUND CLASS FED	TOTALS	971,627.35	145,744.11	1,117,371.46	0.00	886,074.55

FUND CLASS	STATE	State Funding					
WISC	4640-06-71	PREL STRC	948,953.10	142,342.97	1,091,296.07	0.00	218,259.21
	FUND CLASS STATE	TOTALS	948,953.10	142,342.97	1,091,296.07	0.00	218,259.21

		ESTIMATE TOTALS	976,292.35	146,443.86	1,122,736.21	0.00	1,122,736.21
=====							

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

01/30/15
 PAGE NO. 1

PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge

PROJECT LOCATION: Sth 28 Sheboygan County
 CATEGORY : 0010 Structure

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN

1 FED Federal Funding 80.00 % 0.00
 1 STATE State Funding 20.00 % 0.00

CONSTRUCTION TYPE : 13 Bridge Rehabilitation # OF SPANS : 3 BRIDGE ID : B-59-33
 WORK CLASSIFICATION : BRCN Bridge Construction SPAN LENGTH : 211.5000 CAT LENGTH : 0.0000 MILES
 CONSTRUCTION CLASS : LET Let Project Items SPAN WIDTH : 48.0000 CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0010	203.0210.S	Abatement of Asbestos Containing Material (structure) 01. B-59-33	1.000	LUMP	2,000.00000	2,000.00
0020	203.0225.S	Debris Containment (structure) 01. B-59-33	1.000	LUMP	5,000.00000	5,000.00
0030	203.0600.S	Removing Old Structure Over Waterway With Minimal Debris (station) 01. STA 99+19.5	1.000	LUMP	46,000.00000	46,000.00
0040	206.1000	Excavation for Structures Bridges (structure) 01. B-59-33	1.000	LUMP	7,100.00000	7,100.00
0050	210.0100	Backfill Structure	155.000	CY	21.00000	3,255.00
0060	502.0100	Concrete Masonry Bridges	528.000	CY	490.00000	258,720.00
0070	502.3200	Protective Surface Treatment	1,640.000	SY	2.75000	4,510.00
0080	502.5005	Masonry Anchors Type L No. 5 Bars	144.000	EACH	21.00000	3,024.00
0090	502.5010	Masonry Anchors Type L No. 6 Bars	148.000	EACH	22.00000	3,256.00
0100	503.0145	Prestressed Girder Type I 45-Inch	281.000	LF	190.00000	53,390.00
0110	505.0405	Bar Steel Reinforcement HS Bridges	980.000	LB	1.10000	1,078.00
0120	505.0605	Bar Steel Reinforcement HS Coated Bridges	126,975.000	LB	1.00000	126,975.00
0130	506.2605	Bearing Pads Elastomeric Non-Laminated	8.000	EACH	100.00000	800.00
0140	506.4000	Steel Diaphragms (structure) 01. B-59-33	18.000	EACH	610.00000	10,980.00
0150	509.1500	Concrete Surface Repair	86.000	SF	85.00000	7,310.00
0160	509.9020.S	Epoxy Crack Sealing	57.000	LF	50.00000	2,850.00
0170	516.0500	Rubberized Membrane Waterproofing	34.000	SY	31.00000	1,054.00
0180	517.1010.S	Concrete Staining (structure) 01. B-59-33	2,155.000	SF	1.35000	2,909.25
0190	517.1050.S	Architectural Surface Treatment (structure) 01. B-59-33	2,155.000	SF	5.10000	10,990.50
0200	517.4500.S	Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-59-33	1.000	LUMP	9,700.00000	9,700.00
0210	517.6001.S	Portable Decontamination Facility 01. B-59-33	1.000	EACH	2,450.00000	2,450.00
0220	604.0400	Slope Paving Concrete	10.000	SY	80.00000	800.00
0230	606.0300	Riprap Heavy	300.000	CY	47.00000	14,100.00
0240	612.0406	Pipe Underdrain Wrapped 6-Inch	190.000	LF	7.80000	1,482.00
0250	645.0120	Geotextile Fabric Type HR	313.000	SY	3.50000	1,095.50
0260	650.6500	Construction Staking Structure Layout (structure) 01. B-59-33	1.000	LUMP	500.00000	500.00
0270	652.0125	Conduit Rigid Metallic 2-Inch	48.000	LF	20.30000	974.40

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

01/30/15
 PAGE NO. 2

PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge
 PROJECT LOCATION: Sth 28 Sheboygan County

CATEGORY : 0010 Structure

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0280	652.0135	Conduit Rigid Metallic 3-Inch	24.000	LF	25.00000	600.00
0290	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	980.000	LF	4.75000	4,655.00
0300	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	490.000	LF	6.00000	2,940.00
0310	653.0220	Junction Boxes 18x6x6-Inch	6.000	EACH	875.00000	5,250.00
0320	655.0615	Electrical Wire Lighting 10 AWG	120.000	LF	0.65000	78.00
0330	657.6005.S	Anchor Assemblies Light Poles on Structures	2.000	EACH	505.00000	1,010.00
0340	715.0502	Incentive Strength Concrete Structures	3,168.000	DOL	1.00000	3,168.00
0350	SPV.0060	Special 02. Lamp Disposal High Intensity Discharge	2.000	EACH	25.00000	50.00
0360	SPV.0060	Special 06. Luminaires City Of Sheboygan Pathway Underdeck Led	2.000	EACH	940.00000	1,880.00
0370	SPV.0090	Special 01. Conduit Reinforced Thermosetting Resin 3/4-Inch	30.000	LF	12.00000	360.00
0380	SPV.0090	Special 03. Railing Steel Type C3 Galvanized B-59-33	476.000	LF	118.00000	56,168.00
0390	SPV.0105	Special 01. Removing Underdeck Lighting	1.000	LUMP	200.00000	200.00
0400	SPV.0105	Special 04. Marine Traffic Control	1.000	LUMP	6,150.00000	6,150.00
0410	SPV.0105	Special 03. Remove And Replace Existing Retaining Wall	1.000	LUMP	4,000.00000	4,000.00
0420	SPV.0180	Special 04. Cleaning Concrete	310.000	SY	14.50000	4,495.00
CATEGORY TOTAL					\$	673,307.65

CATEGORY : 0020 Street Lighting

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN

1 CITY City Of Sheboygan 50.00 % 0.00
 1 FED Federal Funding 50.00 % 0.00

CONSTRUCTION TYPE : 44 Other

WORK CLASSIFICATION : UTIL Utilities

CONSTRUCTION CLASS : LET Let Project Items

CAT LENGTH : 0.0000 MILES

CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0430	204.0195	Removing Concrete Bases	1.000	EACH	170.00000	170.00
0440	650.8500	Construction Staking Electrical Installations (project) 01. 4640-06-71	1.000	LUMP	300.00000	300.00
0450	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	162.000	LF	4.75000	769.50
0460	652.0405	Conduit Reinforced Thermosetting Resin 2-Inch	30.000	LF	23.00000	690.00

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

01/30/15
 PAGE NO. 3

PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge

PROJECT LOCATION: Sth 28 Sheboygan County

CATEGORY : 0020 Street Lighting

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0470	653.0135	Pull Boxes Steel 24x36-Inch	1.000	EACH	620.00000	620.00
0480	654.0105	Concrete Bases Type 5	3.000	EACH	635.00000	1,905.00
0490	655.0610	Electrical Wire Lighting 12 AWG	525.000	LF	0.52000	273.00
0500	655.0620	Electrical Wire Lighting 8 AWG	2,055.000	LF	0.85000	1,746.75
0510	SPV.0060	Special 04. Light Poles City Of Sheboygan Aluminum Round Tapered 30-Ft	4.000	EACH	2,000.00000	8,000.00
0520	SPV.0060	Special 05. Luminaires City Of Sheboygan Decorative Led	4.000	EACH	2,050.00000	8,200.00

CATEGORY TOTAL \$ 22,674.25

CATEGORY : 0030 Roadway

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN

1	FED	Federal Funding	80.00 %	0.00
1	STATE	State Funding	20.00 %	0.00

CONSTRUCTION TYPE : 04 Reconstruction - No Added Capacity

WORK CLASSIFICATION : RDCN Roadway Construction

CONSTRUCTION CLASS : LET Let Project Items

CAT LENGTH : 0.0740 MILES

CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0530	204.0100	Removing Pavement	950.000	SY	4.50000	4,275.00
0540	204.0150	Removing Curb & Gutter	16.000	LF	8.40000	134.40
0550	204.0155	Removing Concrete Sidewalk	215.000	SY	5.20000	1,118.00
0560	204.0220	Removing Inlets	2.000	EACH	325.00000	650.00
0570	204.0245	Removing Storm Sewer (size) 01. 12-Inch	46.000	LF	30.00000	1,380.00
0580	204.9090.S	Removing (item description) 01. Removing Steel Pipe Railing	66.000	LF	3.00000	198.00
0590	205.0100	Excavation Common	615.000	CY	10.50000	6,457.50
0600	213.0100	Finishing Roadway (project) 01. 4640-06-71	1.000	EACH	2,800.00000	2,800.00
0610	305.0120	Base Aggregate Dense 1 1/4-Inch	750.000	TON	13.00000	9,750.00
0620	415.0090	Concrete Pavement 9-Inch	800.000	SY	58.00000	46,400.00
0630	415.0410	Concrete Pavement Approach Slab	150.000	SY	130.00000	19,500.00
0640	416.0180	Concrete Driveway 8-Inch	10.000	SY	45.00000	450.00
0650	416.0610	Drilled Tie Bars	18.000	EACH	10.50000	189.00
0660	416.0620	Drilled Dowel Bars	102.000	EACH	13.00000	1,326.00
0670	465.0120	Asphaltic Surface Driveways and Field Entrances	2.000	TON	350.00000	700.00

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

01/30/15
 PAGE NO. 4

PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge
 PROJECT LOCATION: Sth 28 Sheboygan County

CATEGORY : 0030 Roadway

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0680	601.0407	Concrete Curb & Gutter 18-Inch Type D	16.000	LF	26.00000	416.00
0690	602.0410	Concrete Sidewalk 5-Inch	1,870.000	SF	4.50000	8,415.00
0700	602.0515	Curb Ramp Detectable Warning Field Natural Patina	8.000	SF	36.00000	288.00
0710	607.0600.S	Storm Sewer Pipe (inch) 01. 12-Inch	46.000	LF	40.00000	1,840.00
0720	611.1230	Catch Basins 2x3-FT	2.000	EACH	1,100.00000	2,200.00
0730	611.8110	Adjusting Manhole Covers	2.000	EACH	390.00000	780.00
0740	611.8115	Adjusting Inlet Covers	1.000	EACH	375.00000	375.00
0750	616.0700.S	Fence Safety	250.000	LF	3.00000	750.00
0760	619.1000	Mobilization	1.000	EACH	73,000.00000	73,000.00
0770	624.0100	Water	4.000	MGAL	54.00000	216.00
0780	625.0100	Topsoil	700.000	SY	3.50000	2,450.00
0790	628.1504	Silt Fence	400.000	LF	2.50000	1,000.00
0800	628.1520	Silt Fence Maintenance	400.000	LF	0.70000	280.00
0810	628.1905	Mobilizations Erosion Control	3.000	EACH	200.00000	600.00
0820	628.1910	Mobilizations Emergency Erosion Control	3.000	EACH	100.00000	300.00
0830	628.2008	Erosion Mat Urban Class I Type B	700.000	SY	1.70000	1,190.00
0840	628.7005	Inlet Protection Type A	5.000	EACH	100.00000	500.00
0850	628.7015	Inlet Protection Type C	11.000	EACH	50.00000	550.00
0860	628.7020	Inlet Protection Type D	3.000	EACH	110.00000	330.00
0870	628.7570	Rock Bags	140.000	EACH	8.50000	1,190.00
0880	629.0210	Fertilizer Type B	1.000	CWT	90.00000	90.00
0890	630.0140	Seeding Mixture No. 40	10.000	LB	12.80000	128.00
0900	634.0811	Posts Tubular Steel 2x2-Inch X 11-FT	3.000	EACH	140.00000	420.00
0910	634.0812	Posts Tubular Steel 2x2-Inch X 12-FT	2.000	EACH	122.00000	244.00
0920	634.0816	Posts Tubular Steel 2x2-Inch X 16-FT	2.000	EACH	130.00000	260.00
0930	637.2210	Signs Type II Reflective H	65.180	SF	20.00000	1,303.60
0940	638.2602	Removing Signs Type II	10.000	EACH	25.00000	250.00
0950	638.3000	Removing Small Sign Supports	5.000	EACH	25.00000	125.00
0960	642.5001	Field Office Type B	1.000	EACH	3,250.00000	3,250.00
0970	643.0100	Traffic Control (project) 01. 4640-06-71	1.000	EACH	8,000.00000	8,000.00
0980	643.0300	Traffic Control Drums	7,595.000	DAY	0.50000	3,797.50
0990	643.0420	Traffic Control Barricades Type III	2,219.000	DAY	0.90000	1,997.10
1000	643.0705	Traffic Control Warning Lights Type A	3,355.000	DAY	0.18000	603.90
1010	643.0715	Traffic Control Warning Lights Type C	2,717.000	DAY	0.25000	679.25
1020	643.0900	Traffic Control Signs	1,437.000	DAY	1.00000	1,437.00
1030	643.0920	Traffic Control Covering Signs Type II	5.000	EACH	85.00000	425.00
1040	643.1050	Traffic Control Signs PCMS	42.000	DAY	80.00000	3,360.00
1050	643.3000	Traffic Control Detour Signs	38,640.000	DAY	0.31000	11,978.40
1060	646.0106	Pavement Marking Epoxy 4-Inch	848.000	LF	2.00000	1,696.00

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

01/30/15
 PAGE NO. 5

PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan
 Sheboygan River Bridge
 PROJECT LOCATION: Sth 28 Sheboygan County STATUS: Preliminary Estimate

CATEGORY : 0030 Roadway

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
1070	649.0400	Temporary Pavement Marking Removable Tape 4-Inch	403.000	LF	1.00000	403.00
1080	650.4000	Construction Staking Storm Sewer	2.000	EACH	100.00000	200.00
1090	650.4500	Construction Staking Subgrade	228.000	LF	1.30000	296.40
1100	650.7000	Construction Staking Concrete Pavement	228.000	LF	1.50000	342.00
1110	650.9910	Construction Staking Supplemental Control (project) 01. 4640-06-71	1.000	LUMP	400.00000	400.00
1120	650.9920	Construction Staking Slope Stakes	228.000	LF	1.30000	296.40
1130	690.0150	Sawing Asphalt	10.000	LF	5.00000	50.00
1140	690.0250	Sawing Concrete	315.000	LF	2.00000	630.00
1150	715.0415	Incentive Strength Concrete Pavement	500.000	DOL	1.00000	500.00
1160	ASP.1T0A	On-the-Job Training Apprentice at \$5.00/HR	300.000	HRS	5.00000	1,500.00
1170	ASP.1T0G	On-the-Job Training Graduate at \$5.00/HR	600.000	HRS	5.00000	3,000.00
1180	SPV.0060	Special 01. Inlet Covers Type H Special	2.000	EACH	700.00000	1,400.00
1190	SPV.0060	Special 03. Removing And Re-Installing Lighting Units	1.000	EACH	1,000.00000	1,000.00
1200	SPV.0090	Special 02. Concrete Curb And Gutter Integral 20-Inch	340.000	LF	22.00000	7,480.00
1210	SPV.0090	Special 04. Railing Steel Type C3 Galvanized Off-Structure	72.000	LF	140.00000	10,080.00
1220	SPV.0105	Special 02. Concrete Pavement Joint Layout	1.000	LUMP	900.00000	900.00
1230	SPV.0120	Special 01. Water For Seeded Areas	4.000	MGAL	115.00000	460.00
1240	SPV.0180	Special 01. Concrete Pavement Shes 9-Inch	195.000	SY	65.00000	12,675.00
1250	SPV.0180	Special 03. Concrete Pavement Cold Weather Covering	995.000	SY	2.00000	1,990.00

CATEGORY TOTAL \$ 275,645.45

Wisconsin Department of Transportation
 DETAIL COST ESTIMATE

01/30/15
 PAGE NO. 6

 PROJECT NUMBER : C4640-06-71 PCN : 4640-06-71 FEDERAL PROJ ID : WISC CONTRACT ID : C4640-06-71

PCN : 4640-06-71 14th Street, City Of Sheboygan STATUS: Preliminary Estimate
 Sheboygan River Bridge

PROJECT LOCATION: Sth 28 Sheboygan County
 CATEGORY : 0040 Non-Participating

FUNDING SOURCE(S) AND PARTICIPATION WITH LIMIT BY PRIORITY - NOTE: ONLY FIRST FOUR FUNDING SOURCES SHOWN
 1 CITY City Of Sheboygan 100.00 % 0.00

CONSTRUCTION TYPE : 44 Other CAT LENGTH : 0.0000 MILES
 WORK CLASSIFICATION : RDCN Roadway Construction CAT WIDTH : 0.0000 FEET
 CONSTRUCTION CLASS : LET Let Project Items

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
1260	SPV.0060	Special 07. Sanitary Manhole Covers Type J Special	2.000	EACH	1,000.00000	2,000.00
1270	SPV.0060	Special 08. Adjusting Water Valve Box	3.000	EACH	225.00000	675.00
1280	SPV.0180	Special 02. Concrete Joint Sealing	995.000	SY	2.00000	1,990.00

CATEGORY TOTAL						\$ 4,665.00
PROJECT TOTAL						\$ 976,292.35
ESTIMATE TOTAL						\$ 976,292.35

Wisconsin Department of Transportation
 DETAIL ESTIMATE FUNDING SUMMARY

01/30/15
 PAGE NO. 1

PROJECT NUMBER: C4640-06-71

PROJECT NUMBER	CATEGORY	COST	CONSTRUCTION PERCENT	ENGINEERING AMOUNT	TOTAL AMOUNT	FUNDING SOURCE	FUNDING AMOUNT
4640-06-71	0010 Structure	\$ 673,307.65	15.00	\$ 100,996.15	\$ 774,303.80	FED STATE	\$ 619,443.03 \$ 154,860.75
TOTAL FOR CATEGORY 0010							\$ 774,303.79
4640-06-71	0020 Street Lighting	\$ 22,674.25	15.00	\$ 3,401.14	\$ 26,075.39	CITY FED	\$ 13,037.69 \$ 13,037.69
TOTAL FOR CATEGORY 0020							\$ 26,075.39
4640-06-71	0030 Roadway	\$ 275,645.45	15.00	\$ 41,346.82	\$ 316,992.27	FED STATE	\$ 253,593.81 \$ 63,398.44
TOTAL FOR CATEGORY 0030							\$ 316,992.26
4640-06-71	0040 Non-Partcipating	\$ 4,665.00	15.00	\$ 699.75	\$ 5,364.75	CITY	\$ 5,364.75
TOTAL FOR CATEGORY 0040							\$ 5,364.75
TOTAL FOR PROJECT 4640-06-71							\$ 1,122,736.21
ESTIMATE TOTAL							\$ 1,122,736.21

Wisconsin Department of Transportation
 FUNDING SUMMARY BY UNIT

01/30/15
 PAGE NO. 1

PROJECT CONTROL NUMBER : 4640-06-71
 PROJECT NUMBER : WISC

UNIT			COST	CONST ENGR	TOTAL	FUNDING

FUND CLASS	CITY	City Of Sheboygan				
000			\$ 27,339.25	\$ 4,100.89	\$ 31,440.14	\$ 18,402.44
	FUND CLASS CITY	TOTALS	\$ 27,339.25	\$ 4,100.89	\$ 31,440.14	\$ 18,402.45

FUND CLASS	FED	Federal Funding				
000			\$ 971,627.35	\$ 145,744.11	\$ 1,117,371.46	\$ 886,074.55
	FUND CLASS FED	TOTALS	\$ 971,627.35	\$ 145,744.11	\$ 1,117,371.46	\$ 886,074.55

FUND CLASS	STATE	State Funding				
000			\$ 948,953.10	\$ 142,342.97	\$ 1,091,296.07	\$ 218,259.20
	FUND CLASS STATE	TOTALS	\$ 948,953.10	\$ 142,342.97	\$ 1,091,296.07	\$ 218,259.21
=====						
	PROJECT TOTALS		\$ 976,292.35	\$ 146,443.86	\$ 1,122,736.21	\$ 1,122,736.21

Wisconsin Department of Transportation
 CATEGORY FUNDING SUMMARY BY FUND

01/30/15
 PAGE NO. 1

PROJECT CONTROL NUMBER : 4640-06-71
 PROJECT NUMBER : WISC

CATEGORY		COST	CONST ENGR	TOTAL	FUNDING

FUND CLASS CITY City Of Sheboygan					
0020	Street Lighting	\$ 22,674.25	\$ 3,401.14	\$ 26,075.39	\$ 13,037.69
0040	Non-Partcipating	\$ 4,665.00	\$ 699.75	\$ 5,364.75	\$ 5,364.75

	FUND CLASS CITY TOTALS	\$ 27,339.25	\$ 4,100.89	\$ 31,440.14	\$ 18,402.44

FUND CLASS FED Federal Funding					
0010	Structure	\$ 673,307.65	\$ 100,996.15	\$ 774,303.80	\$ 619,443.03
0020	Street Lighting	\$ 22,674.25	\$ 3,401.14	\$ 26,075.39	\$ 13,037.69
0030	Roadway	\$ 275,645.45	\$ 41,346.82	\$ 316,992.27	\$ 253,593.81

	FUND CLASS FED TOTALS	\$ 971,627.35	\$ 145,744.11	\$ 1,117,371.46	\$ 886,074.55

FUND CLASS STATE State Funding					
0010	Structure	\$ 673,307.65	\$ 100,996.15	\$ 774,303.80	\$ 154,860.75
0030	Roadway	\$ 275,645.45	\$ 41,346.82	\$ 316,992.27	\$ 63,398.44

	FUND CLASS STATE TOTALS	\$ 948,953.10	\$ 142,342.97	\$ 1,091,296.07	\$ 218,259.20
=====					
	PROJECT TOTALS	\$ 976,292.35	\$ 146,443.86	\$ 1,122,736.21	\$ 1,122,736.21

VII

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. May 4, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 362-14-15 and R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends denying Beverage Operator's License application #0697 based on 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. _____ - 15 - 16. By LAW AND LICENSING. May 4, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 362-14-15 and R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends denying Beverage Operator's License application #0692 based on 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

VI

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. May 4, 2015.

Your Committee to whom was referred R. O. No. 362-14-15 and R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends denying Taxicab Driver's License #0355 based on 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

VI

6.9

R. C. No. 362-14-15. By LAW AND LICENSING. April 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be referred to the Law and Licensing Committee of the new Common Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0692	Adams, Clinton J.	1507 S. 8 th St.
0697	Colvin, Paige L.	426 Pennsylvania Ave.

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0355	Ruffin, Kevana O.	1322 N. 14 th St.

*L & L of new Council
5/4/15 - deny Adams, Colvin & Ruffin.*

Bill [Signature]

Julie Kath

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

10.5

R. O. No. 268 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting various license applications, for the period ending December 31, 2015 and June 30, 2016.

Law & Lic.
4/8/15 - grant all sec. except hold Adams, Colvin, Howell, Meise-Henning, Thompson, Johnson, Murphy, Ruffin
4/20/15 - deny Johnson, Ruffin, Colvin, Meise-Henning, Thompson
Refer balance to L & R of new Council

Susan Richards
 City Clerk

TRANSFER PERSON TO PERSON

Transfer of "Class B" Liquor license from Hamilton Watt to Amber Watt for VibeZ located at 2513 S. 8th St.

CHANGE OF AGENT

Kenneth Feudner is replacing John Henseler as agent effective immediately at Maple Lanes located at 3107 S. Business Dr.

"CLASS B" LIQUOR LICENSES (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights IV	434 Pennsylvania Ave.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1833	Champs Sports Bar	1501 Indiana Ave. - one-day events to be held 4/11/15, 4/18/15, 4/25/15 & 5/2/15 to include current premise and entire south side parking lot.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day events To be held 4/25/15, 5/2/15 & 5/9/15 to include current premise and parking lot north and east of the building.
3069	Time and A Half	2518 N. 15 th St. - one-day event to be Held 4/18/15 to include current premise and east side of building from fence to corner and from southeast corner to driveway.

SIDEWALK CAFÉ LICENSE (April 14, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's Bar & Grill	1502 S. 12 th St.
3022	Paradigm	1202 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, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0692	Adams, Clinton J.	1507 S. 8 th St.
7183	Bower, Ashley A.	426 Washington Ct.
3683	Buechel, Teri A.	2502 N. 9 th St.
0704	Castronovo, Kris K.	927 S. 14 th St.
0697	Colvin, Paige L.	426 Pennsylvania Ave.
0708	Davis, Melinda L.	1706 N. 13 th St.
2938	Dean, Lisa Y.	1427 S. 16 th St.
0699	Howell, Krista Melinn	1427 N. 10 th St. #413
5839	Kanzelberger, Kristin M.	1610 N. 3 rd St.
0694	Klein, Jessie M.	728 State Rd. 57 #22, Plymouth
0705	Meise-Henninf, Crystal M.	918 Michigan Ave., #B
0700	Moreno, Rudolph NC	1317A N. 10 th St.
3515	Ploetz, Craig A.	1632 Camelot Blvd.
0703	Stenz, Megan L.	124 East Frankling Ave., #2, Neenah
0709	Szydlowski, Jeffrey A.	1502A S. 13 th St.
0698	Thompson, Nicholas R.	6443 N. 54 th St., Milwaukee
0305	Thompson, Tamara C.	1217 Reed St., Plymouth

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0706	Johnson, Marqueeta S.	2007 S. 8 th St.
6640	Maurer, Michael G.	2111 Arizona Ave.
0506	Munro, Ian E.	1015 Elm St., Cleveland
0693	Murphy, Blake A.	W2734 Woodland Rd., Sheb. Falls
0355	Ruffin, Kevana O.	1322 N. 14 th St.
0701	Siguenza, Hector Martin	822 Woodland St., Plymouth
0695	Valle, Jennifer Fanco	406 New York Ave.
0696	Williams, Antjuan C.	1405 N. 15 th St.

II

Other Matters

R. O. No. - 15 - 16 . By PURCHASING AGENT. May 4, 2015.

Submitting an evaluation of Request for Proposals #1824-15 for the purchase of (1) new 2015 4WD articulated wheel loader for the Motor Vehicle Division.

<u>BIDDER</u>	<u>MAKE/MODEL</u>	TOTAL DELIVERED PRICE
Aring Equipment	2015 Volvo L110H	\$ 245,600.00
Brooks Tractor	2015 John Deere 644K	\$ 245,579.00
Miller-Bradford & Risberg	2015 Case 821F	\$ 220,125.00

The Case 821F meets all of the specifications and includes a 3 year/3000 hour maintenance and monitoring program. The others come with a 12 month program.

It is recommended that the Purchasing Agent be authorized to enter into contract with Miller, Bradford & Risberg Inc. of Sussex in the amount of \$220,125.00 as bid.

Respectfully submitted,

Bernard R. Rammer

Pub. Wks.

Other Matters

III

Res. No. - 15 - 16 . By Alderperson Belanger. May 4, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of **(1) 4WD articulated wheel loader**, for the Motor Vehicle Division.

WHEREAS, funding for the above described item is to be included in the 2015 Bond Issuance, and:

WHEREAS, the manufacturing and delivery lead time following the placement of the purchase order is estimated at 12-14 weeks and:

WHEREAS, the City of Sheboygan issued a Request for Bids for the equipment and has determined that the low bid submitted meets or exceeds all of the needs and specifications for the Public Works Department.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller, Bradford & Risberg Inc. of Sussex WI in the amount of \$ 220,125.00 for one new Case 821F Loader as per bid # 1824-15-2

BE IT FURTHER RESOLVED: That the Case Loader to be replaced will be prepared for auction and sold to the highest bidder with the proceeds to be deposited in a fund designated by the Finance Director/Treasurer.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Account No. 701306100-641400 Heavy Equipment in payment of same.

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

II

7.1

R. O. No. _____ - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting various license applications for the period, ending December 31, 2015 and June 30, 2016 and June 30, 2017.

Shawn C. Richards
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St. - one-day event to be held 7/4/15 for a charity brat fry to include the parking lot, grassy area around the building.
1089	Daves Whos Inn	835 Indiana Ave. - one-day events to be held 6/3, 6/10, 6/17. 6/24, 7/1, 7/8, 7/15/2015 to include ramp on the west side of building, south parking lot & west parking lot for car shows with Ranieri's Four of a Kind.
3001	Ranieris Four of a Kind	811 Indiana Ave. - one-day events to be Held 6/3, 6/10, 6/17. 6/24, 7/1, 7/8, 7/15/2015 to include parking areas to the south, east and west for car shows with Dave's Whos Inn.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2532	Fischer's Food & Liquor	4554 S. 12 th St.
2820	Superior Discount Liquors	823 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2404	Dicks Northeast Standard I	905 Erie Ave.
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.

2920 Kwik Trip #873	625 S. Taylor Dr.
2763 Kwik Trip #897	2033 North Ave.
1253 Petro Center #1	1208 Union Ave.
1254 Petro Center #4	2113 S. Business Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3126	Brians Down Under Music Bar	723 Center Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2967	Big Daddys Pub & Grill	2123 N. 15 th St.
1419	Bunker, The	1138 Union Ave.
1833	Champs Sports Bar	1501 Indiana Ave.
2772	Club Michigan I	908 Michigan Ave.
1511	Dennys Bar	2140 Calumet Dr.
1516	Emmers	906 S. 15 th St,
2192	Harrys Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2849	Hops Haven	1327 N. 14 th St.
2193	Kaddyshack LLC	1502 S. 13 th St.
2962	Next Level, The	1210 Michigan Ave.
3087	Santanans Place	1019 Erie Ave.
1680	Scenic Bar LLC	1635 Indiana Ave.
2717	Shevegas Nightclub	1133 Michigan Ave.

FERMENTED MALT BEVERAGE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1987	Pizza Hut #13462	2727 S. Business Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.

CIGARETTE/TOBACCO LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2913	Family Dollar Store #9435	2709 S. Business Dr.
2889	Family Dollar Stores #5587	2821 N. 15 th St.
3043	SR Tobacco	2529 S. Business Dr.
2895	Superior Discount Liquor	823 S. 8 th St.

MOBILE HOME PARK LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1170	Indian Meadows LLC	3636 S. Business Dr.

SIDEWALK CAFE (April 14, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2994	Gyros 2 Go LLC	1217 N. 8 th St.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0737	Gierach, Suzanne M.	1411 Wisconsin Ave.
0735	Gubitose, Kristina A.	4025 Marion Ln.
0738	Johnson, Emily K.	101 Mead Ave., Plymouth
0739	Pantha, Bed P.	2141 Bollmann Dr., #1B
0736	Reynolds, Diane M.	2402 N. 5 th St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1605	Emmer, Tamie Ann	906 S. 15 th St.
6198	Hagerman, Ashley E.	2222 N 23 rd St.
1505	Hinz, Laurie J.	3616 S. 17 th St.
0323	Richter, Erin E.	705 Broadway
5985	Strohmeier, Joseph J.	5213 S. 12 th St.
4924	Vugrinovich, Laura J.	1214 Georgia Ave.
7652	Weckwerth, Leah N.	310 Dicke Ave., Sheb. Falls

TAXICAB DRIVER'S LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6868	Klinzing, Ben T.	116 Short St., Sheb. Falls
0741	Sarabia, Jason J.	1219 N. 16 th St.