

*****ATTACHMENTS*****

Resignation

Richards, Susan

From: MargeandJoe Segalle <maandpaflock@yahoo.com>
Sent: Thursday, June 19, 2014 11:18 AM
To: Mayor Vandersteen
Cc: Richards, Susan; Quinn, Maeve; Erickson, Garrett; Nelson, Henry; Mueller, Pat
Subject: Resignation

Dear Mr. Mayor,

Due to medical issues that myself and my husband are and will be going through, I will be, with my deepest regrets, resigning from the "Library Board of Trustees".

My last meeting I will be attending will be on June 26, 2014.

It has been an honor and privilege to serve on the board and working with Garrett, and Maeve and Henry and the rest of the board members.

Thank you to you also Mr. Mayor for having re-appointing me to the board.

Sincerely,

Marge Segalle
Board of Trustees Member

4605 A Amanda Lane
Sheboygan, Wisconsin

Resignation

Richards, Susan

From: Mayor Vandersteen
Sent: Wednesday, June 18, 2014 2:55 PM
To: Richards, Susan
Subject: Board of Parks & Forestry -- saying goodbye

From: Mayor Vandersteen <Mayor.Vandersteen@sheboyganwi.gov>
Date: June 18, 2014 at 2:46:51 PM CDT
To: Sue Richards <susan.ricrards@sheboyganwi.gov>
Cc: "Kerlin, Joe" <joe.kerlin@sheboyganwi.gov>, "Biebel, David" <David.Biebel@sheboyganwi.gov>, "Rajer, Mary" <Mary.Rajer@sheboyganwi.gov>
Subject: Fwd: SPAM Board of Parks & Forestry -- saying goodby

Sue,

Please submit this resignation to the next meeting of the Common Council on July 7th.

Thanks,

Mike

Mike Vandersteen, Mayor
City of Sheboygan
828 Center Avenue, Suite 301
Sheboygan, WI 53081
Office: 920-459-3317
Cell: 920-207-2410
Mayor.Vandersteen@SheboyganWI.gov
www.SheboyganWI.gov



Begin forwarded message:

From: Vickie Hall <vrhall@sbcglobal.net>
Date: June 13, 2014 at 1:23:58 PM CDT
To: Mayor Vandersteen <mayor.vandersteen@ci.sheboygan.wi.us>
Subject: Board of Parks & Forestry -- saying goodbye
Reply-To: Vickie Hall <vrhall@sbcglobal.net>

Dear Mayor Vandersteen,

It has been an honor to serve on the Board of Marina, Parks & Forestry Commission board, the Sustainable Sheboygan Task Force and lead the

Friends of Sheboygan's Parks group while it was important to protect Sheboygan's beautiful parks.

I will look upon my twenty-two years in Sheboygan as a positive experience in getting involved in a community and working to make a difference -- and making a difference!

Please accept my resignation from the Parks Board as of July 1st. I am moving to the west coast to be near my family and friends ... and start a new adventure in July.

Before I leave, I do have a present of a book for the mayor's office that I think you will find useful. I will arrange to get it to you. Thank you for all you are doing to make the city a wonderful place to live, work and enjoy!

Sincerely,
Vickie Hall
925 N 4th Street
Sheboygan

Appointment



July 7, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Sarah Schwefel to be considered for appointment to the Board of Marina, Park and Forestry Commissioners to fill the unexpired term of Vickie Hall whose term expires 4/25/16.


Mayor Michael J. Vandersteen

Riesover

Sarah Schwefel, 1738 Broadway Avenue, Sheboygan, WI 53081, sschwefel@gmail.com

I am proud to call Sheboygan my home! I was born and raised here and I love being part of our community. I have a background in graphic design and marketing with experience in print media, websites, social media, logo design, signs, billboards, and newsletters. I have a diverse background of networking within various organizations throughout the area including BNI, Coastal Connections, and the Sheboygan County Chamber of Commerce. I enjoy volunteering with the Sheboygan Jaycees, Big Brothers Big Sisters, and Working Women's Wear.

Experience

Quantum Spatial Marketing Associate

September 2013 – Present (11 months) | Sheboygan, Wisconsin Area

In my role as a Marketing Associate, I develop, manage, and monitor website content, social media presence, and the corporate newsletter. I am the admin of the digital files in the company's marketing library. I also serve as support staff for account managers and their business development initiatives.

Sheboygan Jaycees President

January 2014 – Present (7 months) | Sheboygan, Wisconsin

As a member of the Jaycees, I support and volunteer at projects such as the Holiday Parade, Brat Days, The Dominion of Terror, and many others all with the common goal of giving back to the community while developing leadership skills. Serving as the President of the Sheboygan Jaycees chapter I am honored to lead a fantastic group of young active citizens.

Coastal Connections VP of Marketing

December 2009 – May 2014 (4 years 6 months) | Sheboygan, Wisconsin Area

As the VP of Marketing, I create content for and maintain our website, our newsletter, and our social media outlets in support of our mission to develop and retain a valuable network of young professionals in Sheboygan County.

Aero-Metric, Inc.

April 2012 – September 2013 (1 year 6 months) | Sheboygan, Wisconsin Area

Oversee the proposal process to include status updates, meeting arrangements, schedules, recording assignments with internal and external team members, and coordinating the production of the final proposal.

RLO Sign Inc. Graphic Designer

June 2005 – April 2012 (6 years 11 months) | Sheboygan, Wisconsin Area

I

Hearing No. - 14 - 15. July 7, 2014.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening for the proposed assessments for water laterals replacements in 1217 S. 7th St.

All interested persons will now be heard.

4

*Emailed
6/25/14.*

Publish - Saturday, June 28, 2014
Classified

OFFICIAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Water Commissioners of the City of Sheboygan filed with me a report of special assessments for water lateral replacements in the following street:

1217 S. 7th St.

PUBLIC NOTICE is hereby given, that special assessments have been made according to law, and the same will be open for review and correction by the said Board of Water Commissioners at their office of the Water Utility, N. 1st St. and Park Ave., from June 28, 2014 through July 7, 2014, between the hours of 8:00 A.M. and 4:00 P.M. on each day except Saturdays, Sundays, and Holidays.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on the 7th day of July, 2014 at 6:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvement, if any, shall be paid by the City.

SUSAN RICHARDS
City Clerk



June 24, 2014

Susan Richards
City Clerk
City of Sheboygan
Sheboygan, WI 53081

*done -
6/25/14.*

Dear Susan,

The Sheboygan Water Utility hereby requests that you cause notice to be published no later than Saturday June 28, schedule public hearing(s), and introduce final resolution(s) requesting confirmation of **WATER LATERAL replacement** special assessments, in conjunction with the Common Council's **July 7, 2014** meeting, for the following water lateral replacement project(s):

<u>Location</u>	<u>Prel. Res. #</u>
1217 S. 7 th St.	16-14-15

Open review period: **June 28, 2014 through July 7, 2014**, 7:30 AM to 4:00 PM daily, excluding Saturdays, Sundays & holidays, at the Water Utility office, 72 Park Ave. Contact phone numbers: 459-3839 or 459-3806.

Sue, if you have any questions or concerns, please inform us as soon as possible, so that we can coordinate the processing of notices to property owners for the above listed project(s). Nancy is being given the info simultaneously, and she anticipates running the notices within the next few days, so that we can get them out by the deadline required by Statute.

Sincerely,

SHEBOYGAN WATER UTILITY

Michael S. Short
Utility Engineer

BOARD OF WATER
COMMISSIONERS

72 PARK AVENUE
SHEBOYGAN, WI
53081

920/459-3800
FAX 920/459-4325

I

Hearing - 14 - 15. July 7, 2014.

Pursuant to a notice published by the City Clerk, an ordinance will be acted upon this evening for the vacation and discontinuance of a portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave.

Paved Alley vacation - that part of the east/west alley adjacent to Lots 1, 2, 3, 10, 11, 12, the east ½ of Lot 4 and the east ½ of Lot 9 located in Blk. 82 original plat of the City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the S.E. corner of Lot 1 Blk. 82 original plat of the City of Sheboygan, said point also being the point of beginning, thence west along the south line of Lots 1, 2, 3 and the east ½ of lot 4 210.00', thence south 18.00' to the north line of Lot 9 said Blk. 82, thence east along the north line of Lots 10, 11, 12 and the east ½ of Lot 9 of said Blk. 82 210.00', thence north 18.00' to the point of beginning. The above described tract contains 3,780 square feet or 0.087 acres

All interested parties will now be heard.

Publish - June 13, 20 and 27, 2014

WHEREAS, an ordinance has been introduced for the vacation and discontinuance of the paved alley located between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave. particularly described as:

Paved Alley vacation - that part of the east/west alley adjacent to Lots 1, 2, 3, 10, 11, 12, the east ½ of Lot 4 and the east ½ of Lot 9 located in Blk. 82 original plat of the City of Sheboygan, Sheboygan County, Wisconsin described as follows:

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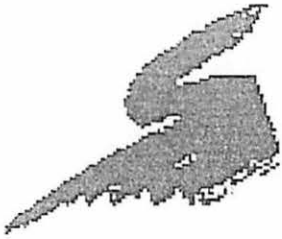
WHEREAS, pursuant to Sec. 66.296(5) of the Wisconsin Statutes, a notice shall be published setting forth when said ordinance will be acted upon.

NOTICE IS THEREFORE GIVEN

That said ordinance will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of July, 2014, at 6:00 P.M.

SUSAN RICHARDS
City Clerk

*Sent to Press
5/28/14.*



City of
Sheboygan
spirit on the lake

June 2, 2014

Sheboygan Sheriff's Department
Civil Process
615 N. 6th St.
Sheboygan, WI 53081

Enclosed is one (1) letter giving notice of the vacation and discontinuance of a portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave.

This notice needs to be served on the following property owner on or before Wednesday, June 4, 2014.

Dan and Lee Perrodin
DRK Apartment Rentals, LLC (owners/members of LLC)
904 Grand Ave.
Sheboygan, WI 53083

Thank you. If you have any questions, please call 459-3364.

Yours very truly,

SUSAN RICHARDS
City Clerk

SCR

Encs.

CITY CLERK'S OFFICE

CITY HALL
SUITE 203
828 CENTER AVE.
SHEBOYGAN, WI
53081-4496

920/459-3361
FAX 920/459-2917

June 2, 2014

Dear Property Owner:

Whereas, an ordinance has been introduced for the vacation and discontinuance of a portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave.

Paved Alley vacation - that part of the east/west alley adjacent to Lots 1, 2, 3, 10, 11, 12, the east ½ of Lot 4 and the east ½ of Lot 9 located in Blk. 82 original plat of the City of Sheboygan, Sheboygan County, Wisconsin described as follows:

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Notice is hereby given that said ordinance will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of July, 2014, at 6:00 P.M.

Yours very truly,


SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

CITY HALL
SUITE 203
828 CENTER AVE.
SHEBOYGAN, WI
53081-4496

920/459-3361
FAX 920/459-2917

JEFFREY C HENNING
824 BRIARWOOD CT
KOHLER WI 53044

FRED GEIDEL
907 N MAIN ST
WEST BEND WI 53090

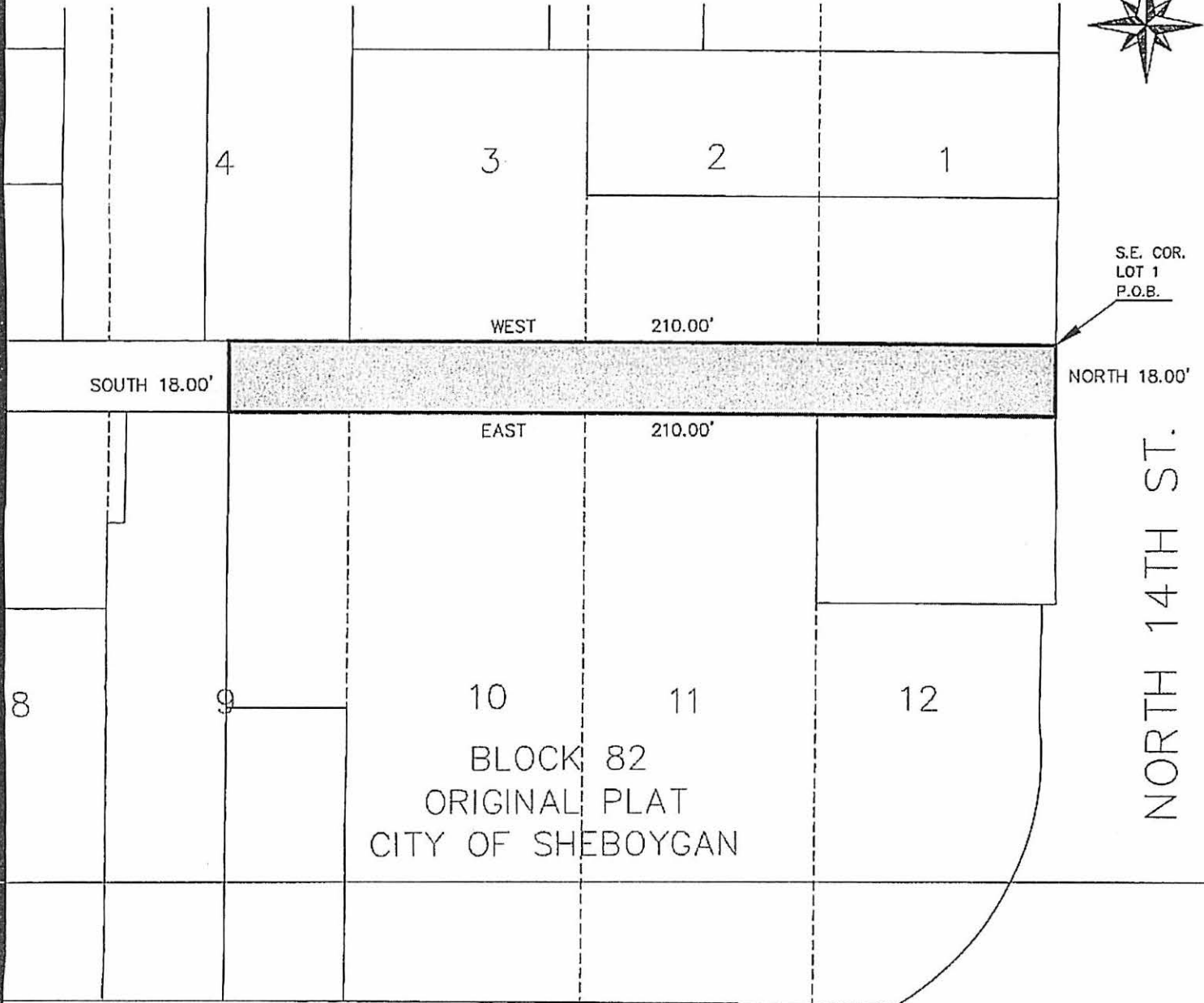
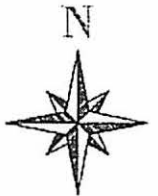
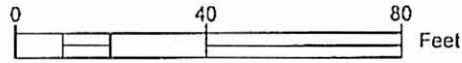
DARIUS S LEAVENS
30 SOUTH 6TH ST
WINNECONNE WI 54986

LINDA WAGNER
W6647 CTY RD Z
PLYMOUTH WI 53072

ALLEY VACATION

THAT PART OF THE EAST/WEST ALLEY ADJACENT TO LOTS 1,2,3,10,11,12 THE EAST 1/2 OF LOT 4 AND THE EAST 1/2 OF LOT 9 LOCATED IN BLOCK 82 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF LOT 1 BLOCK 82 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE WEST ALONG THE SOUTH LINE OF LOTS 1,2,3 AND THE EAST 1/2 OF LOT 4 210.00 FEET, THENCE SOUTH 18.00 FEET TO THE NORTH LINE OF LOT 9 SAID BLOCK 82, THENCE EAST ALONG THE NORTH LINE OF LOTS 10,11,12 AND THE EAST 1/2 OF LOT 9 OF SAID BLOCK 82 210.00 FEET, THENCE NORTH 18.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 3,780 SQUARE FEET OR 0.087 ACRES.



CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4/30/2014

ERIE AVENUE



City of
Sheboygan
spirit on the lake

II

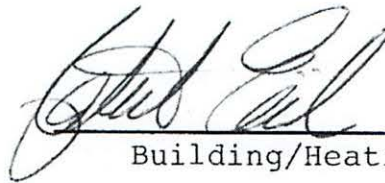
R. O. No. _____ - 14 - 15. By BOARD OF CONTRACTORS EXAMINERS.
July 7, 2014.

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

2508 Jonathan Hoffman
1728 N 3rd St
Sheboygan, WI 53081

Carpenter Contractor

Consent



Building/Heating Inspector

III

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Faint, illegible text, possibly bleed-through from the reverse side of the page.

II


R. O. No. _____ - 14 - 15. By BOARD OF WATER COMMISSIONERS. July 7, 2014.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners respectfully requests that Council pass an Authorized Representative Resolution, regarding Safe Drinking Water loans through the State of Wisconsin Environmental Improvement Fund, authorizing the Water Utility superintendent as the authorized representative.

BOARD OF WATER COMMISSIONERS


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

II

II

R. O. No. - 14 - 15. By BOARD OF WATER COMMISSIONERS. July 7, 2014.

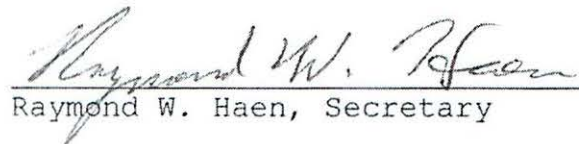
To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners respectfully transmits the 2013 Annual Report to the Public Service Commission (PSC) of Wisconsin.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Raymond W. Haen, Secretary



Mark Heinz, Member

Consent

III



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, 2013

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.

TABLE OF CONTENTS

Schedule Name	Page
General Rules for Reporting	i
Signature Page	ii
Table of Contents	iii
Identification and Ownership	iv
FINANCIAL SECTION	
Income Statement	F-01
Details of Income Statement Accounts	F-02
Income from Merchandising, Jobbing & Contract Work (Accts. 415-416)	F-03
Revenues Subject to Wisconsin Remainder Assessment	F-04
Distribution of Total Payroll	F-05
Full-Time Employees (FTE)	F-06
Balance Sheet	F-07
Net Utility Plant	F-08
Accumulated Provision for Depreciation and Amortization of Utility Plant (Acct. 111.1)	F-09
Accumulated Provision for Depreciation and Amortization of Utility Plant (Acct. 111.2)	F-10
Net Nonutility Property (Accts. 121 & 122)	F-11
Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144)	F-12
Materials and Supplies	F-13
Unamortized Debt Discount & Expense & Premium on Debt (Accts. 181 and 251)	F-14
Capital Paid in by Municipality (Acct. 200)	F-15
Bonds (Accts. 221 and 222)	F-17
Notes Payable & Miscellaneous Long-Term Debt	F-18
Taxes Accrued (Acct. 236)	F-19
Interest Accrued (Acct. 237)	F-20
Detail of Other Balance Sheet Accounts	F-22
Return on Rate Base Computation	F-23
Regulatory Liability - Pre-2003 Historical Accumulated Depreciation on Contributed Utility Plant (253)	F-25
Important Changes During the Year	F-26
Financial Section Footnotes	N/A
WATER OPERATING SECTION	
Water Operating Revenues & Expenses	W-01
Water Operating Revenues - Sales of Water	W-02
Sales for Resale (Acct. 466)	W-03
Other Operating Revenues (Water)	W-04
Water Operation & Maintenance Expenses	W-05
Taxes (Acct. 408 - Water)	W-06
Property Tax Equivalent (Water)	W-07
Water Utility Plant in Service --Plant Financed by Utility or Municipality--	W-08
Water Utility Plant in Service --Plant Financed by Contributions--	W-09
Accumulated Provision for Depreciation - Water --Plant Financed by Utility or Municipality--	W-10
Accumulated Provision for Depreciation - Water --Plant Financed by Contributions--	W-12
Sources of Water Supply - Statistics	W-14
Water Audit and Other Statistics	W-15
Sources of Water Supply - Ground Waters	W-16
Sources of Water Supply - Surface Waters	W-17
Pumping & Power Equipment	W-18
Reservoirs, Standpipes and Elevated Tanks	W-19
Water Treatment Plant	W-20

TABLE OF CONTENTS

Schedule Name	Page
WATER OPERATING SECTION	
Water Mains	W-21
Water Services	W-22
Meters	W-23
Meter Questions	W-23
Hydrants and Distribution System Valves	W-25
List of All Station and Wholesale Meters	W-26
Water Conservation Programs	W-27
Customers Served	W-28
Water Operating Section Footnotes	N/A

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 TRUEBLOOD**Title:** SUPERINTENDENT**Office Address:**72 PARK AVENUE
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:** gvandekreeke@vdk.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:** gvandekreeke@vdk.com

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

YES

IDENTIFICATION AND OWNERSHIP

Date of most recent audit report: 3/31/2014

Period covered by most recent audit: 01/01/13 - 12/31/13

Names and titles of utility management including manager or superintendent:

Name: MR. JOE TRUEBLOOD

Title: SUPERINTENDENT

Office Address:

72 PARK AVENUE
SHEBOYGAN, WI 53081

Telephone: (920) 459 - 3805

Fax Number: (920) 459 - 4325

Email Address: joetrueblood@sheboyganwater.org

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:

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)	7,735,297	7,656,496	1
Operating Expenses:			
Operation and Maintenance Expense (401-402)	3,394,038	3,118,837	2
Depreciation Expense (403)	1,022,726	974,134	3
Amortization Expense (404-407)	0	0	4
Taxes (408)	1,144,248	1,073,989	5
Total Operating Expenses	5,561,012	5,166,960	
Net Operating Income	2,174,285	2,489,536	
Income from Utility Plant Leased to Others (412-413)	0	0	6
Utility Operating Income	2,174,285	2,489,536	
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)	10,239	11,238	10
Miscellaneous Nonoperating Income (421)	0	0	11
Total Other Income	10,239	11,238	
Total Income	2,184,524	2,500,774	
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	2,139,565	2,455,815	
INTEREST CHARGES			
Interest on Long-Term Debt (427)	373,161	340,915	14
Amortization of Debt Discount and Expense (428)	34,250	0	15
Amortization of Premium on Debt--Cr. (429)	613	197	16
Interest on Debt to Municipality (430)	5,616	5,338	17
Other Interest Expense (431)	0	0	18
Interest Charged to Construction--Cr. (432)	0	0	19
Total Interest Charges	412,414	346,056	
Net Income	1,727,151	2,109,759	
EARNED SURPLUS			
Unappropriated Earned Surplus (Beginning of Year) (216)	30,299,774	28,191,938	20
Balance Transferred from Income (433)	1,727,151	2,109,759	21
Miscellaneous Credits to Surplus (434)	0	0	22
Miscellaneous Debits to Surplus--Debit (435)	0	0	23
Appropriations of Surplus--Debit (436)	0	1,923	24
Appropriations of Income to Municipal Funds--Debit (439)	0	0	25
Total Unappropriated Earned Surplus End of Year (216)	32,026,925	30,299,774	

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	7,735,297	0	7,735,297	1
Total (Acct. 400):	7,735,297	0	7,735,297	
Operation and Maintenance Expense (401-402):				
Derived	3,394,038	0	3,394,038	2
Total (Acct. 401-402):	3,394,038	0	3,394,038	
Depreciation Expense (403):				
Derived	1,022,726	0	1,022,726	3
Total (Acct. 403):	1,022,726	0	1,022,726	
Amortization Expense (404-407):				
Derived	0	0	0	4
Total (Acct. 404-407):	0	0	0	
Taxes (408):				
Derived	1,144,248	0	1,144,248	5
Total (Acct. 408):	1,144,248	0	1,144,248	
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:	2,174,285	0	2,174,285	
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	10,239		10,239	11
Total (Acct. 419):	10,239	0	10,239	
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:	10,239	0	10,239	
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	373,161	0	373,161	18
Total (Acct. 427):	373,161	0	373,161	
Amortization of Debt Discount and Expense (428):				
AMORTIZATION OF DEBT DISCOUNT	34,250		34,250	19
Total (Acct. 428):	34,250	0	34,250	
Amortization of Premium on Debt--Cr. (429):				
AMORTIZATION OF PREMIUM	613		613	20
Total (Acct. 429):	613	0	613	
Interest on Debt to Municipality (430):				
Derived	5,616	0	5,616	21
Total (Acct. 430):	5,616	0	5,616	
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:	412,414	0	412,414	
NET INCOME:	1,797,244	(70,093)	1,727,151	

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	26,081,410	4,218,364	30,299,774	24
Total (Acct. 216):	26,081,410	4,218,364	30,299,774	
Balance Transferred from Income (433):				
Derived	1,797,244	(70,093)	1,727,151	25
Total (Acct. 433):	1,797,244	(70,093)	1,727,151	
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):	27,878,654	4,148,271	32,026,925	

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	7,735,297	0	0	0	7,735,297	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	789				789	5
Other Increases or (Decreases) to Operating Revenues - Specify: NONE					0	6
Revenues subject to Wisconsin Remainder Assessment	7,734,508	0	0	0	7,734,508	

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	1,332,325	0	1,332,325	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	248,416	0	248,416	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	1,580,741	0	1,580,741	

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	30.0	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)	53,383,814	50,276,258	1
Less: Accumulated Provision for Depreciation and Amortization of Utility Plant (111)	15,205,336	14,419,373	2
Utility Plant Acquisition Adjustments (117-118)	0		3
Other Utility Plant Adjustments (119)	0		4
Total Net Utility Plant	38,178,478	35,856,885	
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)	1,870,163	584,405	9
Depreciation Fund (126)	0	0	10
Other Special Funds (128)	1,386,006	1,362,632	11
Total Other Property and Investments	3,256,169	1,947,037	
CURRENT AND ACCRUED ASSETS			
Cash (131)			12
Special Deposits (134)	0	0	13
Working Funds (135)	1,390	550	14
Temporary Cash Investments (136)	5,406,296	4,521,461	15
Notes Receivable (141)	0	0	16
Customer Accounts Receivable (142)	1,091,820	1,080,674	17
Other Accounts Receivable (143)	0	0	18
Accumulated Provision for Uncollectible Accounts- -Cr. (144)	0	0	19
Receivables from Municipality (145)	338,876	474,458	20
Plant Materials and Operating Supplies (154)	277,999	269,812	21
Merchandise (155)	0	0	22
Other Materials and Supplies (156)	0	0	23
Stores Expense (163)	0	0	24
Prepayments (165)	51,061	49,878	25
Interest and Dividends Receivable (171)			26
Accrued Utility Revenues (173)			27
Miscellaneous Current and Accrued Assets (174)			28
Total Current and Accrued Assets	7,167,442	6,396,833	
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	48,602,089	44,200,755	

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)	32,026,925	30,299,774	37
Total Proprietary Capital	33,667,626	31,940,475	
LONG-TERM DEBT			
Bonds (221)	10,996,032	8,570,854	38
Advances from Municipality (223)	253,340	264,718	39
Other Long-Term Debt (224)	0	0	40
Total Long-Term Debt	11,249,372	8,835,572	
CURRENT AND ACCRUED LIABILITIES			
Notes Payable (231)	0	0	41
Accounts Payable (232)	245,167	112,948	42
Payables to Municipality (233)	0	0	43
Customer Deposits (235)	37	1,272	44
Taxes Accrued (236)	1,047,977	990,300	45
Interest Accrued (237)	111,126	59,800	46
Tax Collections Payable (241)			47
Miscellaneous Current and Accrued Liabilities (242)	65,063	59,571	48
Total Current and Accrued Liabilities	1,469,370	1,223,891	
DEFERRED CREDITS			
Unamortized Premium on Debt (251)	14,542	2,657	49
Customer Advances for Construction (252)			50
Other Deferred Credits (253)	251,288	276,422	51
Total Deferred Credits	265,830	279,079	
OPERATING RESERVES			
Property Insurance Reserve (261)			52
Injuries and Damages Reserve (262)			53
Pensions and Benefits Reserve (263)	1,386,006	1,362,632	54
Miscellaneous Operating Reserves (265)	563,885	559,106	55
Total Operating Reserves	1,949,891	1,921,738	
Total Liabilities and Other Credits	48,602,089	44,200,755	

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	50,276,258	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)	47,363,861	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)	809,198				8
Total Utility Plant	53,383,814	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)	14,070,119	0	0	0	9
Accumulated Provision for Depreciation of Utility Plant in Service - Contributed Plant (111.2)	1,135,217	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	15,205,336	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	38,178,478	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)	13,354,251				13,354,251	1
Credits During Year						2
Accruals:						3
Charged depreciation expense (403)	1,022,726				1,022,726	4
Depreciation expense on meters						5
charged to sewer (see Note 3)	69,035				69,035	6
Accruals charged other						7
accounts (specify):						8
Comp deprec return on meters, sewer	75,798				75,798	9
Salvage	0				0	10
Other credits (specify):						11
					0	12
					0	13
					0	14
					0	15
Total credits	1,167,559	0	0	0	1,167,559	16
Debits during year						17
Book cost of plant retired	451,691				451,691	18
Cost of removal	0				0	19
Other debits (specify):						20
					0	21
					0	22
					0	23
					0	24
Total debits	451,691	0	0	0	451,691	25
Balance end of year (111.1)	14,070,119	0	0	0	14,070,119	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)	1,065,124				1,065,124	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)	1,135,217	0	0	0	1,135,217	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					<u>0</u>	<u>0</u>	

Account	Total End of Year	Amount Prior Year	
Electric utility total	0	0	1
Water utility (154)	277,999	269,812	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	<u>277,999</u>	<u>269,812</u>	

**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	613	2854	14,542	2
Total			14,542	

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	<u><u>1,640,701</u></u>	

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%	1,861,032	1
2005 WATER UTILITY REVENUE BONDS	09/01/2005	09/01/2025	3.99%	2,810,000	2
2007 WATER UTILITY REVENUE BONDS	04/15/2007	05/01/2027	5.00%	3,325,000	3
2013 WATER UTILITY REVENUE BONDS	04/03/2013	05/01/2033	1.97%	3,000,000	4
Total Bonds (Account 221):				10,996,032	

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%	253,340	1
Total for Account 223				253,340	
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	990,300	1
Accruals:		
Charged water department expense	1,179,635	2
Charged electric department expense		3
Charged sewer department expense	22,311	4
Other (explain):		
NONE		5
Total Accruals and other credits	1,201,946	
Taxes paid during year:		
County, state and local taxes	1,025,666	6
Social Security taxes	110,824	7
PSC Remainder Assessment	7,779	8
Other (explain):		
NONE		9
Total payments and other debits	1,144,269	
Balance end of year	1,047,977	

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	25,941	148,977	150,644	24,274	1
2004 SAFE DRINKING WATER LOAN \$3,152,000	9,262	52,643	53,376	8,529	2
2013 WATER UTILITY REVENUE BOND		54,837		54,837	3
2005 WATER UTILITY REVENUE BONDS \$4,900,000	20,406	116,704	118,137	18,973	4
Subtotal	55,609	373,161	322,157	106,613	
Advances from Municipality (223)					
UNFUNDED PENSION	4,191	5,616	5,294	4,513	5
Subtotal	4,191	5,616	5,294	4,513	
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	59,800	378,777	327,451	111,126	

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):		
UNSPENT BOND PROCEEDS	1,264,528	3
BOND RESERVE FUND	605,635	4
Total (Acct. 125):	1,870,163	
Depreciation Fund (126):		
NONE		5
Total (Acct. 126):	0	
Other Special Funds (128):		
EMPLOYEE INVESTMENT IN ICMA & DEFERRED COMP	1,386,006	6
Total (Acct. 128):	1,386,006	
Special Deposits (134):		
NONE		7
Total (Acct. 134):	0	
Notes Receivable (141):		
NONE		8
Total (Acct. 141):	0	
Customer Accounts Receivable (142):		
Water	1,091,820	9
Electric		10
Sewer (Regulated)		11
Other (specify):		
NONE		12
Total (Acct. 142):	1,091,820	
Other Accounts Receivable (143):		
Sewer (Non-regulated)		13
Merchandising, jobbing and contract work		14
Other (specify):		
NONE		15
Total (Acct. 143):	0	
Receivables from Municipality (145):		
WATERMAIN, LATERAL ASSESSMENTS, FIRE PROTECTION	338,876	* 16
Total (Acct. 145):	338,876	

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)	
Prepayments (165):		
NONE	51,061	17
Total (Acct. 165):	51,061	
Extraordinary Property Losses (182):		
NONE		18
Total (Acct. 182):	0	
Preliminary Survey and Investigation Charges (183):		
NONE		19
Total (Acct. 183):	0	
Clearing Accounts (184):		
NONE		20
Total (Acct. 184):	0	
Temporary Facilities (185):		
NONE		21
Total (Acct. 185):	0	
Miscellaneous Deferred Debits (186):		
NONE		22
Total (Acct. 186):	0	
Payables to Municipality (233):		
NONE		23
Total (Acct. 233):	0	
Other Deferred Credits (253):		
Regulatory Liability	251,288	24
NONE		25
Total (Acct. 253):	251,288	

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.

Acct 145 - Receivables from water main assessments \$148,684, and water lateral assessments \$190,192.

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)	44,640,617	0	0	0	44,640,617	1
Materials and Supplies	273,905	0	0	0	273,905	2
Other (specify):						
NONE					0	3
Less Average:						
Reserve for Depreciation (111.1)	13,712,185	0	0	0	13,712,185	4
Customer Advances for Construction					0	5
Regulatory Liability	263,855	0	0	0	263,855	6
NONE					0	7
Average Net Rate Base	30,938,482	0	0	0	30,938,482	
 Net Operating Income	 2,174,285	 0	 0	 0	 2,174,285	 8
Net Operating Income as a percent of						
Average Net Rate Base	7.03%	N/A	N/A	N/A	7.03%	

**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	276,422	0	0	0	276,422	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	251,288	0	0	0	251,288	

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)	7,616,928	7,533,945	1
Total Sales of Water	7,616,928	7,533,945	
Other Operating Revenues			
Forfeited Discounts (470)	70,239	67,448	2
Rents from Water Property (472)	19,669	19,101	3
Interdepartmental Rents (473)	0	0	4
Other Water Revenues (474)	28,461	36,002	5
Total Other Operating Revenues	118,369	122,551	
Total Operating Revenues	7,735,297	7,656,496	
Operation and Maintenance Expenses			
Source of Supply Expense (600-617)	9,025	9,500	6
Pumping Expenses (620-633)	592,919	584,374	7
Water Treatment Expenses (640-652)	1,022,488	985,082	8
Transmission and Distribution Expenses (660-678)	706,582	525,948	9
Customer Accounts Expenses (901-906)	189,697	157,417	10
Sales Expenses (910)	0	0	11
Administrative and General Expenses (920-932)	873,327	856,516	12
Total Operation and Maintenance Expenses	3,394,038	3,118,837	
Other Operating Expenses			
Depreciation Expense (403)	1,022,726	974,134	13
Amortization Expense (404-407)		0	14
Taxes (408)	1,144,248	1,073,989	15
Total Other Operating Expenses	2,166,974	2,048,123	
Total Operating Expenses	5,561,012	5,166,960	
NET OPERATING INCOME	2,174,285	2,489,536	

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)	16,938	807,884	2,139,886	7
Commercial (461.2)	1,341	266,431	679,360	8
Industrial (461.3)	203	2,425,569	3,105,047	9
Public Authority (461.4)	136	53,456	99,617	10
Multifamily Residential (461.5)				11
Irrigation (461.6)				12
Total Metered Sales to General Customers (461)	18,618	3,553,340	6,023,910	
Private Fire Protection Service (462)	231		89,451	13
Public Fire Protection Service (463)	19,133		792,677	14
Other Water Sales (465)	1	17,000	16,867	15
Sales for Resale (466)	1	708,983	694,023	16
Interdepartmental Sales (467)				17
Total Sales of Water	37,984	4,279,323	7,616,928	

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	308,530	302,927	1
SHEBOYGAN FALLS	TAYLOR DR & HWY 23	400,453	391,096	2
Total		708,983	694,023	

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)	792,677	2
NONE		3
Wholesale fire protection billed		4
Total Public Fire Protection Service (463)	792,677	
Forfeited Discounts (470):		
Customer late payment charges	30,766	5
Other (specify):		
HYDRANT, METER, TAP, TESTING	39,473	6
Total Forfeited Discounts (470)	70,239	
Rents from Water Property (472):		
RENTS FROM WATER PROPERTY	19,669	7
Total Rents from Water Property (472)	19,669	
Interdepartmental Rents (473):		
NONE		8
Total Interdepartmental Rents (473)	0	
Other Water Revenues (474):		
Return on net investment in meters charged to sewer department	28,461	9
Other (specify):		
NONE		10
Total Other Water Revenues (474)	28,461	

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.

Acct. 474 - This is the meter charges or 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	0	1
Operation Labor and Expenses (601)	0	0	2
Purchased Water (602)	0	0	3
Miscellaneous Expenses (603)	0	0	4
Rents (604)	0	0	5
Maintenance Supervision and Engineering (610)	0	0	6
Maintenance of Structures and Improvements (611)	0	0	7
Maintenance of Collecting and Impounding Reservoirs (612)	0	0	8
Maintenance of Lake, River and Other Intakes (613)	9,025	9,500	9
Maintenance of Wells and Springs (614)	0	0	10
Maintenance of Supply Mains (616)	0	0	11
Maintenance of Miscellaneous Water Source Plant (617)	0	0	12
Total Source of Supply Expenses	9,025	9,500	
PUMPING EXPENSES			
Operation Supervision and Engineering (620)	22,856	14,489	13
Fuel for Power Production (621)	0	0	14
Power Production Labor and Expenses (622)	0	0	15
Fuel or Power Purchased for Pumping (623)	440,706	401,302	16
Pumping Labor and Expenses (624)	11,071	21,916	* 17
Expenses Transferred—Credit (625)	0	0	18
Miscellaneous Expenses (626)	59,428	54,609	19
Rents (627)	0	0	20
Maintenance Supervision and Engineering (630)	9,210	8,650	21
Maintenance of Structures and Improvements (631)	33,776	67,638	22
Maintenance of Power Production Equipment (632)	0	0	23
Maintenance of Pumping Equipment (633)	15,872	15,770	24
Total Pumping Expenses	592,919	584,374	
WATER TREATMENT EXPENSES			
Operation Supervision and Engineering (640)	27,138	13,658	25
Chemicals (641)	266,827	289,063	26
Operation Labor and Expenses (642)	583,114	511,520	27
Miscellaneous Expenses (643)	31,174	45,379	* 28
Rents (644)	0	0	29
Maintenance Supervision and Engineering (650)	0	0	30
Maintenance of Structures and Improvements (651)	48,285	48,995	31
Maintenance of Water Treatment Equipment (652)	65,950	76,467	32
Total Water Treatment Expenses	1,022,488	985,082	

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)	38,749	31,675	33
Storage Facilities Expenses (661)	19,532	14,679	34
Transmission and Distribution Lines Expenses (662)	65,334	44,113	35
Meter Expenses (663)	123,627	107,820	36
Customer Installations Expenses (664)	59,429	29,123	* 37
Miscellaneous Expenses (665)	93,967	102,935	38
Rents (666)		0	39
Maintenance Supervision and Engineering (670)		58	40
Maintenance of Structures and Improvements (671)	73,481	49,798	* 41
Maintenance of Distribution Reservoirs and Standpipes (672)	7,323	13,129	42
Maintenance of Transmission and Distribution Mains (673)	163,863	95,313	* 43
Maintenance of Services (675)	497	(779)	44
Maintenance of Meters (676)	33,478	15,759	* 45
Maintenance of Hydrants (677)	27,302	22,325	46
Maintenance of Miscellaneous Plant (678)		0	47
Total Transmission and Distribution Expenses	706,582	525,948	
CUSTOMER ACCOUNTS EXPENSES			
Supervision (901)	11,854	15,193	48
Meter Reading Expenses (902)	30,794	34,769	49
Customer Records and Collection Expenses (903)	102,095	101,316	50
Uncollectible Accounts (904)	789	6,139	51
Miscellaneous Customer Accounts Expenses (905)		0	52
Customer Service and Information Expenses (906)	44,165	0	* 53
Total Customer Accounts Expenses	189,697	157,417	
SALES EXPENSES			
Sales Expenses (910)		0	54
Total Sales Expenses	0	0	
ADMINISTRATIVE AND GENERAL EXPENSES			
Administrative and General Salaries (920)	225,740	205,631	55
Office Supplies and Expenses (921)	22,027	28,568	56
Administrative Expenses Transferred—Credit (922)		0	57
Outside Services Employed (923)	39,483	33,956	58
Property Insurance (924)	38,156	33,758	59
Injuries and Damages (925)	59,871	51,145	60
Employee Pensions and Benefits (926)	445,171	450,697	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)	22,455	40,393	64
Rents (931)		0	65
Maintenance of General Plant (932)	20,424	12,368	66
Total Administrative and General Expenses	873,327	856,516	
Total Operation and Maintenance Expenses	3,394,038	3,118,837	

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.

Acct. 906 - These are contract costs with an outside vendor for cross connection services that began in 2013.

Acct. 643 - Decrease in expense relates to overall decrease in miscellaneous operating, salaries, and utilities expense.

Acct. 671 - The increase in Salaries-Mains and Maint Expense-Mains is due to three large water main projects occurring simultaneously during 2013 at Erie Avenue, S. Business Drive, and Eisner Avenue, with two smaller main projects in other areas of the City.

Acct. 664 - The increase in Salaries-Mains and Maint Expense-Mains is due to three large water main projects occurring simultaneously during 2013 at Erie Avenue, S. Business Drive, and Eisner Avenue, with two smaller main projects in other areas of the City.

Acct. 676 - Increase relates to contract costs with an outside vendor for cross connection services that began in 2013.

Acct. 673 - The increase in Salaries-Mains and Maint Expense-Mains is due to three large water main projects occurring simultaneously during 2013 at Erie Avenue, S. Business Drive, and Eisner Avenue, with two smaller main projects in other areas of the City.

Acct. 624 - Decrease in pumping salary expense relates to overall decrease in pumping activity.

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		1,047,976	990,300	1
Less: Local and School Tax Equivalent on Meters Charged to Sewer Department		22,331	20,631	2
Net property tax equivalent		1,025,645	969,669	
Social Security		7,779	5,838	3
PSC Remainder Assessment		110,824	98,482	4
Other (specify): PROPERTY TAX			0	5
Total tax expense		1,144,248	1,073,989	

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							
State tax rate	mills		0.153774				2
County tax rate	mills		4.943461				3
Local tax rate	mills		8.387958				4
School tax rate	mills		10.623074				5
Voc. school tax rate	mills		1.483846				6
Other tax rate - Local	mills		0.000000				7
Other tax rate - Non-Local	mills		0.000000				8
Total tax rate	mills		25.592113				9
Less: state credit	mills		1.669059				10
Net tax rate	mills		23.923054				11
PROPERTY TAX EQUIVALENT CALCULATION							
Local Tax Rate	mills		8.387958				12
Combined School Tax Rate	mills		12.106920				13
Other Tax Rate - Local	mills		0.000000				14
Total Local & School Tax	mills		20.494878				15
Total Tax Rate	mills		25.592113				16
Ratio of Local and School Tax to Total	dec.		0.800828				17
Total tax net of state credit	mills		23.923054				18
Net Local and School Tax Rate	mills		19.158249				19
Utility Plant, Jan. 1	\$	50,276,258	50,276,258				20
Materials & Supplies	\$	269,812	269,812				21
Subtotal	\$	50,546,070	50,546,070				22
Less: Plant Outside Limits	\$	1,123,054	1,123,054				23
Taxable Assets	\$	49,423,016	49,423,016				24
Assessment Ratio	dec.		1.106793				25
Assessed Value	\$	54,701,048	54,701,048				26
Net Local & School Rate	mills		19.158249				27
Tax Equiv. Computed for Current Year	\$	1,047,976	1,047,976				28
Tax Equivalent per 1994 PSC Report	\$	560,533					29
Any lower tax equivalent as authorized by municipality (see note 6)	\$						30
Tax equiv. for current year (see note 6)	\$	1,047,976					31
Footnotes							32

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)	2,155,931	7,755	17,360		2,146,326	12
Other Power Production Equipment (323)	108,644				108,644	13
Electric Pumping Equipment (325)	2,020,472	82,342	36,402		2,066,412	14
Diesel Pumping Equipment (326)	0				0	15
Other Pumping Equipment (328)	653,951				653,951	16
Total Pumping Plant	4,941,473	90,097	53,762	0	4,977,808	
WATER TREATMENT PLANT						
Land and Land Rights (330)	13,330				13,330	17
Structures and Improvements (331)	1,723,709	1,343,696	6,525		3,060,880	* 18
Sand or Other Media Filtration Equipment (332)	5,648,908	354,056	184,522		5,818,442	* 19
Membrane Filtration Equipment (333)	0				0	20
Other Water Treatment Equipment (334)	0				0	21
Total Water Treatment Plant	7,385,947	1,697,752	191,047	0	8,892,652	
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)	17,261,015	3,588,935	33,608		20,816,342	25
Services (345)	0				0	26
Meters (346)	2,085,994	186,861	74,236		2,198,619	27
Hydrants (348)	1,621,004	179,968	35,280		1,765,692	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	26,865,233	3,955,764	143,124	0	30,677,873	
GENERAL PLANT						
Land and Land Rights (389)	0				0	30
Structures and Improvements (390)	536,247	36,086	20,581		551,752	31
Office Furniture and Equipment (391)	33,482	52,288	1,939		83,831	32
Computer Equipment (391.1)	180,036	39,967	18,234		201,769	33
Transportation Equipment (392)	449,120	19,293	16,223		452,190	34
Stores Equipment (393)	0				0	35
Tools, Shop and Garage Equipment (394)	151,979	3,892	5,052		150,819	36
Laboratory Equipment (395)	18,875		1,729		17,146	37
Power Operated Equipment (396)	333,886	3,040			336,926	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	2,029,032	154,566	63,758	0	2,119,840	
Total utility plant in service directly assignable	41,917,373	5,898,179	451,691	0	47,363,861	
Common Utility Plant Allocated to Water Department (300)	0				0	42
Total utility plant in service	41,917,373	5,898,179	451,691	0	47,363,861	

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.

Acct. 331 - Additions to account relate to balances from construction in progress being reclassified to fixed assets in current year. Construction mainly related to new wash tank.

Acct. 332 - Additions to account relate to balances from construction in progress being reclassified to fixed assets in current year. Construction mainly related to new wash tank.

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

Acct. 332 - Deletions were various pieces of equipment. No individual piece of equipment was significant. Majority of retirements consist of sodium hypochloride system and purification system. Auditors viewed all supporting documentation and all appear 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)	444,392	1.70%	11,826	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	444,392		11,826	
PUMPING PLANT				
Structures and Improvements (321)	451,696	3.20%	68,837	7
Other Power Production Equipment (323)	86,753	4.40%	4,781	8
Electric Pumping Equipment (325)	1,110,219	4.40%	89,911	9
Diesel Pumping Equipment (326)	0	0.00%		10
Other Pumping Equipment (328)	513,194	4.40%	28,774	11
Total Pumping Plant	2,161,862		192,303	
WATER TREATMENT PLANT				
Structures and Improvements (331)	1,377,679	3.20%	76,555	12
Sand or Other Media Filtration Equipment (332)	1,644,226	3.30%	189,211	13
Membrane Filtration Equipment (333)	0	0.00%		14
Other Water Treatment Equipment (334)	0	0.00%		15
Total Water Treatment Plant	3,021,905		265,766	
TRANSMISSION AND DISTRIBUTION PLANT				
Structures and Improvements (341)	402,421	3.20%	24,338	16
Distribution Reservoirs and Standpipes (342)	910,738	1.90%	95,357	17
Transmission and Distribution Mains (343)	3,417,797	1.30%	247,502 *	18
Services (345)	0	0.00%		19
Meters (346)	1,373,781	5.50%	117,826	20
Hydrants (348)	411,804	2.20%	37,430 *	21
Other Transmission and Distribution Plant (349)	0	0.00%		22
Total Transmission and Distribution Plant	6,516,541		522,453	
GENERAL PLANT				
Structures and Improvements (390)	269,764	2.90%	16,326 *	23
Office Furniture and Equipment (391)	19,142	5.80%	3,799	24
Computer Equipment (391.1)	117,301	26.70%	37,594 *	25
Transportation Equipment (392)	325,160	13.30%	59,937	26
Stores Equipment (393)	0	0.00%		27
Tools, Shop and Garage Equipment (394)	151,979	5.80%	3,892	28
Laboratory Equipment (395)	11,747	5.80%	1,044	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					456,218	3
314					0	4
316					0	5
317					0	6
	0	0	0	0	456,218	
321	17,360				503,173	7
323					91,534	8
325	36,402				1,163,728	9
326					0	10
328					541,968	11
	53,762	0	0	0	2,300,403	
331	6,525				1,447,709	12
332	184,522				1,648,915	13
333					0	14
334					0	15
	191,047	0	0	0	3,096,624	
341					426,759	16
342					1,006,095	17
343	33,608			(2,966)	3,628,725 *	18
345					0	19
346	74,236				1,417,371	20
348	35,280			(176)	413,778 *	21
349					0	22
	143,124	0	0	(3,142)	6,892,728	
390	20,581			79	265,588 *	23
391	1,939				21,002	24
391.1	18,234			1,415	138,076 *	25
392	16,223				368,874	26
393					0	27
394	5,052				150,819	28
395	1,729				11,062	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)	24,706	7.50%	25,157	30
Communication Equipment (397)	16,514	15.00%	763	31
SCADA Equipment (397.1)	273,238	9.20%	28,347	32
Miscellaneous Equipment (398)	0			33
Total General Plant	1,209,551		176,859	
Total accum. prov. directly assignable	13,354,251		1,169,207	
 Common Utility Plant Allocated to Water Department	 0	 0.00%		 34
 Total accum. prov. for depreciation	 13,354,251		 1,169,207	

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					49,863	30
397					17,277	31
397.1					301,585	32
398					0	33
	63,758	0	0	1,494	1,324,146	
	451,691	0	0	(1,648)	14,070,119	
					0	34
	451,691	0	0	(1,648)	14,070,119	

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

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

If Adjustments for any account are nonzero, please explain.

Acct. 391.1 - Minor adjustment relates to client miscalculation in prior year. Balance has been corrected for future periods.

Acct. 348 - Minor adjustment relates to client miscalculation in prior year. Balance has been corrected for future periods.

Acct. 343 - Minor adjustment relates to client miscalculation in prior year. Balance has been corrected for future periods.

Acct. 390 - Minor adjustment relates to client miscalculation in prior year. Balance has been corrected for future periods.

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

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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)	818,332	1.30%	61,348	18
Services (345)	0	0.00%		19
Meters (346)	0	0.00%		20
Hydrants (348)	152,570	2.00%	8,745	21
Other Transmission and Distribution Plant (349)	0	0.00%		22
Total Transmission and Distribution Plant	970,902		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					879,680	18
345					0	19
346					0	20
348					161,315	21
349					0	22
	0	0	0	0	1,040,995	
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	0		0	
Total accum. prov. directly assignable	1,065,124		70,093	
 Common Utility Plant Allocated to Water Department	 0	 0.00%		 34
Total accum. prov. for depreciation	1,065,124		70,093	

**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	1,135,217	
					0	34
	0	0	0	0	1,135,217	

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		351,659		351,659	1
February		303,933		303,933	2
March		346,838		346,838	3
April		360,146		360,146	4
May		374,174		374,174	5
June		391,134		391,134	6
July		419,447		419,447	7
August		451,852		451,852	8
September		413,147		413,147	9
October		398,587		398,587	10
November		351,162		351,162	11
December		350,944		350,944	12
Total annual pumpage	0	4,513,023	0	4,513,023	

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):	4,513,023	2
Less: Gallons (000's) used in the treatment process:	86,870	3
Subtotal: Gallons (000's) entering distribution system:	4,426,153	4
Less: Gallons (000's) sold (Revenue Water):	4,279,323	5
Gallons (000's) entering distribution system but not sold (Non-Revenue Water):	146,830	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:	100	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:	137,710	18
Subtotal Water Losses:	141,830	19
Percentage of water entering distribution system sold:	97%	20
Percentage of Real and Apparent Losses:	3%	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.)	17,275	29
Date of maximum:	07/17/2013	30
Cause of maximum:	Warmer than 90 degree temperatures.	31
		32
Minimum gallons pumped by all methods in any one day during reporting year (000 gal.)	6,883	33
Date of minimum:	11/29/2013	34
Total KWH used by the utility (include pumping, treatment facilities and other utility operations):	6,237,383	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:	24	40
Number of service breaks repaired this year:	2	41
Population served (estimate the number of individuals within service area):		42
Inside municipality?	49,135	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

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	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 10
Year Installed	1971	1971	2008	11
Type	ELECTRIC	ELECTRIC	ELECTRIC	12
Horsepower	30	30	100	13
Footnotes				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 24
Year Installed	2000	2008	1971	25
Type	NATURAL GAS	ELECTRIC	NATURAL GAS	26
Horsepower	100	200	290	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)	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 10
Year Installed	1990	2005	2013	11
Type	ELECTRIC	ELECTRIC	ELECTRIC	12
Horsepower	700	400	350	13
Footnotes				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 24
Year Installed	1990	2004	1990	25
Type	NATURAL GAS	ELECTRIC	NATURAL GAS	26
Horsepower	400	700	700	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	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				Adjustments Increase or (Decrease) (g)	End of Year (h)	
			First of Year (d)	Added During Year (e)	Retired During Year (f)				
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				679	5	
P	D	2.000	180				180	6	
M	D	3.000	187				187	7	
M	D	4.000	25,558	3	581	(555)	24,425	* 8	
M	D	6.000	477,496	113	2,897	(68)	474,644	* 9	
M	D	8.000	178,498	1,158	255	(98)	179,303	* 10	
M	D	10.000	42,579				42,579	11	
M	D	12.000	224,740	1,217	226	550	226,281	* 12	
M	D	14.000	5,567				5,567	13	
M	D	16.000	68,568	1,117	7	281	69,959	* 14	
M	D	18.000	3,247				3,247	15	
A	T	20.000	6,939	3,720		22	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	17,904	26		4,286	22,216	* 19	
M	T	30.000	11,217				11,217	20	
M	T	36.000	663				663	21	
Total Within Municipality			1,084,588	7,354	3,966	4,418	1,092,394		
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			1,114,224	7,354	3,966	4,418	1,122,030		

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 main added during 2013 were funded by regular water revenue.

Explain all reported Adjustments.

All adjustments are related to minor recalculations done by client.

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	18,149	120			18269	412	1
1.000	342	1			343	53	* 2
1.500	240		21		219	27	3
2.000	262		46		216	79	4
3.000	50	2			52	32	5
4.000	21	1			22	6	6
6.000	11		3		8	7	* 7
8.000	2				2	2	8
10.000	2				2	2	9
Total:	19,079	124	70	0	19133	620	

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	16,880	943	83	21	117	0	0	0	225	18269	1
1.000	50	203	32	24	32	0	0	0	2	343 *	2
1.500	8	97	16	28	70	0	0	0	0	219	3
2.000	0	75	43	44	54	0	0	0	0	216	4
3.000	0	19	10	12	9	0	0	0	2	52	5
4.000	0	4	10	4	2	0	0	0	2	22	6
6.000	0	0	7	1	0	0	0	0	0	8 *	7
8.000	0	0	2		0	0	0	0	0	2	8
10.000	0	0	0	2	0	0	0	0	0	2	9
Total:	16,938	1,341	203	136	284	0	0	0	231	19133	

METERS

Meters (Page W-23)

General footnotes

Station meters are tested on a 2 year rotation.

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

We have a test bench in-house for all 2" meters and smaller meters that is certified by City weights and measures. We have 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 a back-up function. The Low Lift Venturi is still in place and also serves as a back-up function. 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 manufacturing company has been working for a year at relocating it to a surface setting in a nearby building. The issue should be resolved in the near future.

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	32	9			41	1
Within Municipality	1,969	33	20		1,982	2
Total Fire Hydrants	2,001	42	20	0	2,023	
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:	900
Number of distribution system valves end of year:	3,092
Number of distribution valves operated during year:	600

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 foe 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	8/26/2013	1
Station Meter	<= 4-inch	Meter Shop Test Bench	Turbine	8/26/2013	2
Station Meter	6	Meter Shop Test Bench	Turbine	8/26/2013	3
Station Meter	>= 24-inch	Low Lift	Magnetic		4
Station Meter	>= 24-inch	High Lift	Magnetic		5
Station Meter	>= 24-inch	High Lift	Magnetic		6
Station Meter	>= 24-inch	Low Lift	Magnetic		7
Wholesale Meter	6	Kohler South 3925 Washington	Turbine	5/23/2012	8
Wholesale Meter	10	Sheboygan Falls 927 N Taylor	Turbine	4/11/2013	9
Wholesale Meter	10	Kohler North 3207 Erie Ave	Magnetic	4/11/2013	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	18,831
Total Cities:	18,831
Towns	
SHEBOYGAN	25
Total Towns:	25
Total Sheboygan County:	18,856
Total Company:	18,856

II

UPDATED COPY

R. O. No. - 14 - 15. By CITY CLERK. July 7, 2014.

Submitting various license applications and a license which has already been issued.



City Clerk

CARNIVAL LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1338	Sheboygan Jaycees Foundation	PO Box 561 - Kiwanis Park

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
5935	Miller, Rebecca K.	833 Huron Ave.
0025	Ohland, Megan E.	107 Red Tail Dr. #7, Sheb. Falls
0380	Schoen, Henry	1714 Hilltop Dr.
0439	Van De Kreeke, Michael A.	2103 Waverly Ct.
9167	Walecka, GeorgeAnn	1811 S. 12 th St.
7971	Walecka, Mark J.	1811 S. 12 th St.
0456	Yurk, Ashley L.	1115 Logan Ave.

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3031	Military Heritage Museum	824 S. 8 th St. - one-day events to be Held 7/11/14 & 7/25/14 to include the Auditorium area.

III

Res. No. _____ - 14 - 15. By Alderpersons Donohue and Matichek.
July 7, 2014.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for the water lateral replacements in 1217 S. 7th St.

RESOLVED: That the assessments and schedule of the proposed assessments prepared by the Board of Water Commissioners for the proposed water lateral replacements in 1217 S. 7th St. are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

BE IT FURTHER RESOLVED: That the Board of Water Commissioners is hereby authorized and directed to carry out the work in accordance with the report, as finally approved, and that payment thereof be made as therein provided.

Consent

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

三

V

R. C. No. - 14 - 15. By FINANCE. July 7, 2014.

Your Committee to whom was referred Com. No. 2-14-15 from Alderperson Bohren regarding a report from the Senior Accountant/Purchasing Manager of the City of Fond du Lac about Ambulance/Fire personnel costing for each position in the Fire Department; recommends that the document be accepted and placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

I

4.1

Com. No. 2 - 14 - 15. June 2, 2014.

Submitting a communication from Alderperson Bohren regarding a report from the Senior Accountant/Purchasing Manager of the City of Fond du Lac about Ambulance/Fire personnel costing for each position in the Fire Department.

Presented to the Common Council by Alderperson James A. Bohren.
Bohren

*Finance
Ac & file*

Richards, Susan

From: Alderperson Jim Bohren
Sent: Wednesday, May 28, 2014 5:13 PM
To: Richards, Susan
Cc: Romas, Mike; Amodeo, James; Alderperson Don Hammond; Alderperson John Belanger; Buss, Nancy
Subject: FW: Ambulance/Fire Costing

Sheboygan City Clerk Sue Richards - Sue

Please include the attached e-mail from Eileen M. Baus, Senior Accountant/Purchasing Manager from the City of Fond du Lac WI as a document for the Monday June 2, 2014 Council meeting. Please refer it to the Finance Committee. Thank you.

Alderman Jim Bohren

Serving on the Sheboygan Common Council Since April, 2006.

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

jim.bohren@ci.sheboygan.wi.us

2014 - 2015 Committee Assignments

Public Works Committee

Salaries & Grievances Committee

Capital Improvements Commission

Senior Activity Center Commission

From: Baus, Eileen [ebauss@fdl.wi.gov]
Sent: Wednesday, August 07, 2013 12:30 PM
To: Alderperson Jim Bohren
Subject: Ambulance/Fire Costing

The City of Fond du Lac does Ambulance/Fire personnel costing for each position in the Fire department. We do split percentages for all of their wages on each payroll. The breakdown is as follows.

Fire Chief	50% Ambulance / 50% Fire
Assistant Fire Chief-Operations	50% Ambulance / 50% Fire
Assistant Fire Chief-EMS	50% Ambulance / 50% Fire
Assistant Fire Chief-Training	50% Ambulance / 50% Fire
Administrative Assistant	50% Ambulance / 50% Fire
Records Clerk	50% Ambulance / 50% Fire
Paramedic Lieutenant	75% Ambulance / 25% Fire
Paramedic	75% Ambulance / 25% Fire
Division Chief-Fire Prevention	10% Ambulance / 90% Fire
Fire Captain	10% Ambulance / 90% Fire
Fire Lieutenant	10% Ambulance / 90% Fire
Engineer (Motor Pump Operator)	10% Ambulance / 90% Fire
Firefighter	10% Ambulance / 90% Fire

We feel that these personnel splits reflect the individuals duties between Ambulance and Fire. Most personnel on the Fire side are also Paramedic Certified. As the employees who are only EMS certified are retiring, they are being replaced with Paramedic/Firefighters. Please let me know if you have any further questions.

Eileen M Baus
Senior Accountant/Purchasing Manager
City of Fond du Lac
160 S Macy Street
Fond du Lac, WI 54935
920-322-3454 Phone
920-322-3402 Fax
ebauss@fdl.wi.gov

VI

R. C. No. - 14 - 15. By FINANCE. July 7, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 255-13-14 by the City Clerk submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 14, 2014;
2. R. O. No. 288-13-14 by the City Clerk submitting a copy of R. O. No. 255-13-14 by the City Clerk from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014; and
3. R. O. No. 53-14-15 by the City Clerk submitting a claim from AFNI Subrogation Department regarding the Notice from State Farm Insurance on behalf of Murray R. Patz;

recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

11

II

39

R. O. No. 255- 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014.

Susan Richards
City Clerk

Finance
&
refer to Bd of Water
3/3/14.

new.

R0288-13-14. Water Ut.
deny.

28


II

28

James A. ...

1-20-14

Providing Insurance and Financial Services
Home Office, Bloomington, IL

Claim 15-13
L.S. Schroeder
 State Farm®

January 11, 2014

Department Of Public Works
3333 Lakeshore Dr
Sheboygan WI 53081-6961

State Farm Claims
PO Box 52268
Phoenix AZ 85072-2268

RE: Claim Number: 49-393M-091
Date of Loss: January 11, 2014
Our Insured: Murray and Penny Patz
Loss Location: Sheboygan, WI

To Whom It May Concern:

We are writing to you in reference to a loss sustained by our insured on January 11, 2014.

To date, the total amount of the loss has not been determined. However, our investigation indicates you may be legally liable for this loss and we will look to you for reimbursement once the final amount of damages is known.

If you have insurance, please refer this letter to your insurance company immediately. Please complete the attached form and advise us of your insurance company's name, address, telephone number, and your policy number. If you do not have insurance, please contact us to discuss this matter further.

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

Thank you for your cooperation in this matter.

Sincerely,

Matthew D. Strotman

Matthew D Strotman
Claim Representative
(866) 445-7015 Ext. 4023273955
Fax: (888) 429-5076

ES

State Farm Fire and Casualty Company

Enclosure(s): Return Envelope

Name: _____

Address: _____

Our Claim Number: 49-393M-091

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of insurance company: _____

Phone number of your insurance company: _____

Your policy number: _____

Your agent's name and phone number: _____

Have you reported this loss to your insurance company? Y ___ N ___

If yes, what is the claim number your insurance company has assigned to this loss?

Thank you for your cooperation.

Sincerely,

Matthew D. Strotman

Matthew D Strotman
Claim Representative
(866) 445-7015 Ext. 4023273955
Fax: (888) 429-5076

FE

State Farm Fire and Casualty Company

Enclosure(s): Return Envelope

Name: _____

Address: _____

Our Claim Number: 49-393M-091

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of insurance company: _____

Phone number of your insurance company: _____

Your policy number: _____

Your agent's name and phone number: _____

Have you reported this loss to your insurance company? Y ___ N ___

If yes, what is the claim number your insurance company has assigned to this loss?

Thank you for your cooperation.

II

4.2

R. O. No. 288- 13 - 14. By CITY CLERK. *March* 3, 2014.

Submitting a copy of R. O. No. 255-13-14 by the City Clerk from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014.

Bd of Water
deny

Susan Richards

City Clerk

II

3.9

R. O. No. 255- 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014.




City Clerk

Finance
+
Refer to Bd of Water
3/3/14.

1-20-14

Providing Insurance and Financial Services
Home Office, Bloomington, IL

Claim 15-13
L.S. Schneider
 State Farm®

January 11, 2014

Department Of Public Works
3333 Lakeshore Dr
Sheboygan WI 53081-6961

State Farm Claims
PO Box 52268
Phoenix AZ 85072-2268

RE: Claim Number: 49-393M-091
Date of Loss: January 11, 2014
Our Insured: Murray and Penny Patz
Loss Location: Sheboygan, WI

To Whom It May Concern:

We are writing to you in reference to a loss sustained by our insured on January 11, 2014.

To date, the total amount of the loss has not been determined. However, our investigation indicates you may be legally liable for this loss and we will look to you for reimbursement once the final amount of damages is known.

If you have insurance, please refer this letter to your insurance company immediately. Please complete the attached form and advise us of your insurance company's name, address, telephone number, and your policy number. If you do not have insurance, please contact us to discuss this matter further.

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

Thank you for your cooperation in this matter.

Sincerely,

Matthew D. Strotman

Matthew D Strotman
Claim Representative
(866) 445-7015 Ext. 4023273955
Fax: (888) 429-5076

FE

State Farm Fire and Casualty Company

Enclosure(s): Return Envelope

Name: _____

Address: _____

Our Claim Number: 49-393M-091

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of insurance company: _____

Phone number of your insurance company: _____

Your policy number: _____

Your agent's name and phone number: _____

Have you reported this loss to your insurance company? Y ___ N ___

If yes, what is the claim number your insurance company has assigned to this loss?

Thank you for your cooperation.

II

5.3

R. O. No. 53 - 14 - 15. By CITY CLERK. June 2, 2014.

Submitting a claim from AFNI Subrogation Department regarding the Notice from State Farm Insurance on behalf of Murray R. Patz.

Finance
&
Water Ut.

deny

Susan Richards
City Clerk

RE: Our File# 001118868
Claim#: 49-393M-091
Insured: MURRAY R PATZ
Date of Loss: 01-11-2014
Total Damages: \$5,500.00



Subrogation Department
1310 Martin Luther King Drive
P.O. Box 3068
Bloomington, IL 61702-3068
Phone 866-889-1608 | Fax 309-820-2626

April 21, 2014

Dear DEPARTMENT OF PUBLIC WORKS:

*Claim # 15-13
Notice of Claim 1-21-14*

We have had no response from our previous attempts to contact you on behalf of STATE FARM INSURANCE regarding a loss, which occurred on 01-11-2014. The facts of the incident indicate that you are liable for payments that STATE FARM INSURANCE made to its policyholder as a result of the loss. We believe that we are entitled to recover some or all of this money from you. In handling this claim with you we will take the Comparative Negligence Laws of your state into consideration. The damages are \$5,500.00.

If you believe you had Insurance coverage at the time of the loss, notify us by mailing back the attached page immediately. A reply envelope is enclosed for your convenience, or you may fax the information to us at 309-820-2626.

If you did not have insurance coverage at the time of the loss, please contact our office to discuss further options. AFNI accepts payments made by Visa, MasterCard, check, money order, Western Union Quick Collect or check by phone. Please enclose the attached page with your payment.

We are in a position to help you find the means to pay this balance, call us toll-free at 866-889-1608 Monday through Friday 7am - 9pm and Saturday 8am - 12pm CT.

Sincerely,

Subrogation Specialist.



Detach along perforation and return bottom portion along with payment in the enclosed envelope. For proper credit, please include your Afni account # listed below on your check.



Make check payable to Afni, Inc. Credit card payment options are on the back of notice.
Please include your Afni account# listed below on your check

AFO92-0419-467412135-00536-536

DEPT 556 6033224514046
PO BOX 4115
CONCORD CA 94524



ADDRESS SERVICE REQUESTED

#BWNFTZF #AFO6033224514046#



DEPARTMENT OF PUBLIC WORKS
3333 LAKESHORE DR
SHEBOYGAN WI 53081-6961

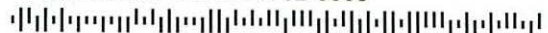


Make check payable to: Afni, Inc

RE: Our File# 001118868
Afni Toll Free#: 866-889-1608
Claim#: 49-393M-091
Insured: MURRAY R PATZ
Date of Loss: 01-11-2014
Total Damages: \$5,500.00

3 04001118868 110632 00000550000

AFNI INC
PO BOX 3068
BLOOMINGTON IL 61702-3068




—
—
—



SECURITY
CODE

AFO92-0419-467412135-00536-536

If you wish to pay by credit card: Visa®  MasterCard® 

Credit Card Number _____ Security Code _____

Expiration Date _____ Payment Amount \$ _____

Name as it appears on Card _____

Signature of Card Holder _____

Different Credit Card Billing Address? Yes No If YES, please provide information below:

Address _____

City _____ State _____ Zip _____



Subrogation Department
1310 Martin Luther King Drive
P.O. Box 3068
Bloomington, IL 61702-3068
Phone 866-889-1608 | Fax 309-820-2626

RE: Our File# 001118868
Claim#: 49-393M-091
Insured: MURRAY R PATZ
Date of Loss: 01-11-2014
Total Damages: \$5,500.00

DEPARTMENT OF PUBLIC WORKS

Insurance carrier: _____

Address: _____

Phone number: _____

Policy#: _____

Agent: _____

Claim #: _____

Adjuster Name/Phone: _____

Change of Address:

Address: _____

City, State, Zip: _____

Telephone: _____

Return this page to notify Afni of insurance coverage, enclose with your payment, or notify us of a change of address. Use the enclosed envelope.

AFNI INC
PO BOX 3068
BLOOMINGTON IL 61702-3068

VI

R. C. No. - 14 - 15 . By FINANCE. July 7, 2014.

Your Committee to whom was referred the following:

1. R. C. No. 374-13-14 by Finance to whom was referred R. O. No. 334-11-12 by the City Clerk (attached to R. C. No. 393-11-12 by Special Committee on Risk Management, then attached to R. C. No. 447-12-13 by Finance) submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Sec. 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works; and
2. R. O. No. 52-14-15 by the City Clerk submitting a Claim and Demand for Damages regarding Jaime Olivas;

recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

VI

5.7

R. C. No. 374- 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred R. O. No. 334-11-12 by the City Clerk (attached to R. C. No. 393-11-12 by Special Committee on Risk Management, then attached to R. C. No. 447-12-13 by Finance) submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Sec. 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works; recommends that the documents be referred the Finance of the new Common Council.

*Finance
new C.C.*

deny & renew

[Signature]
Johns Berg
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

6.1

R. C. No. 393 - 11 - 12. By SPECIAL COMMITTEE ON RISK MANAGEMENT.
April 16, 2012.

Your Committee to whom was referred the following:

*acted on
5/21/12.*
*acted on
12/2/13*
*acted on
3/3/14*

R. C. No. 444-10-11 by Special Committee on Risk Management submitting various claims;

R. O. No. 273-11-12 by the City Clerk submitting a claim from Elaine Arpke for alleged injuries when she fell at the Sheboygan Senior Activity Center;

R. O. No. 379-11-12 by the City Clerk submitting a communication from Atty. William S. Cole being a Notice of Claim in the matter of the Sheboygan River Dredging Project; and

4. R. O. No. 334-11-12 by the City Clerk submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Sect. 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works;

recommends that the documents be referred to the Special Committee on Risk Management of the new Common Council.

*Risk next
CC
new
new (done 4/14/14)*

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

1.2

IV

3.18

2.18

II

19-10

R. O. No. 334- 11 - 12. By CITY CLERK. January 3, 2012.

Submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Section 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works.

~~File~~
refer to
new CC

Susan Richards
City Clerk

II

188

Wm. A. ...

Claim # 16-11

WRITTEN NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO SECTION 893.80(1)(a), WIS. STATS. (1995-96)

TO:

Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue
Suite 304
Sheboygan, WI 53081

Process Server: Bruce Larson

Time: 12:40 PM Date: 12/27/11

Address of serve: 828 Center Avenue
Suite 304 Sheboygan, WI 53081

Person Served: Linda Lang
Deputy Clerk

Mr. Gary Niemann
c/o City of Sheboygan Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

Personal Substitute
 Posted Corporate

NOTICE OF CIRCUMSTANCES OF CLAIM as required by Sec. 893.80(1)(a), Wis. Stats.

(1995-96), is hereby given to the City of Sheboygan that Jaime Olivas suffered personal injuries and wrongful death and has a claim therefore under the following circumstances:

1. That Jaime Olivas was an adult residing at 2216A Kroos Court, Sheboygan, Wisconsin 53081.
2. That on the 29th day of November, 2011, at approximately 8:50 a.m. Mr. Olivas was crossing North 6th Street in the City of Sheboygan, Wisconsin when he was struck and killed by a leaf collector truck operated by Gary Niemann.
3. That the City of Sheboygan was negligent for wrongful death of Jaime Olivas.

PLEASE TAKE NOTICE that this is a Notice of Circumstances of Claim, Sec. 893.80(1)(a), Wis. Stats. (1993-94). It is not a claim under Sec. 893.80(1)(b), Wis. Stats. (1995-96). Therefore, there is nothing for the City of Sheboygan to allow or disallow with respect to this document. There is no requirement that the Estate of Jaime Olivas file a claim, as opposed to a Notice of Circumstances of Claim, within 120 days of November 29, 2011. See Figgs v. City of Milwaukee, 121 Wis.2d 44, 357 N.W.2d 548 at 552 (1984).

Dated this 21 day of December, 2011.

MAILING ADDRESS:
The Law Offices of David J. Lisko, S.C.
14170 W. Greenfield Avenue
Brookfield, WI 53005
(262) 785-9400

LAW OFFICES OF DAVID J. LISKO S.C.
Attorneys for Jaime Olivas (Deceased)
Estate of Jaime Olivas



David J. Lisko

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, DAVID BIEBEL
State Bar No. 1005056

II

5.2

R. O. No. 52 - 14 - 15. By CITY CLERK. June 2, 2014.

Submitting a Claim and Demand for Damages regarding Jaime Olivas.

*Finance
deny*

Susan Richards

City Clerk

Claim # 2b-17
Rec'd 5-28-14
LS Schroeder

PERSONAL SERVICE UPON CITY CLERK

MAY 28 '14 PM 4:02

CLAIM AND DEMAND FOR DAMAGES

() Personal () Substitute
() Posted (x) Corporate

TO: Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue
Suite 304
Sheboygan, WI 53081

Mr. Gary Niemann
c/o City of Sheboygan Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

Process Server: Jason Jirschele
Time: 2:35 pm Date: 5/28/14
Address of serve: 828 Center Ave /
Sheboygan, WI 53081
Person Served: Sue Richards

Claim and demand, pursuant to Section 893.80(1)(b), Wisconsin Statutes is hereby made as follows:

1. That Lisa Olivas is an adult residing at 2216A Kroos Court, Sheboygan, WI 53081.
2. That Aean Olivas is an adult residing at 1237 Trimmerger Court, Sheboygan, WI 53081.
3. That Lisa Olivas is the special administrator for the Estate of Jaime Olivas and is the mother of decedent Jaime Olivas.
4. That Aean Olivas is the father of decedent Jaime Olivas.
5. That prior to November 29, 2011 David Biebel authorized the City of Sheboygan to mount a leaf collection system on the front of a City of Sheboygan municipal vehicle so as to obstruct the driver's visibility.
6. That on the 29th day of November, 2011 at approximately 8:15 a.m., the decedent, Jaime Olivas was walking to school at Tower Academy on North 6th Street, in the City of Sheboygan, Wisconsin.
7. That the speed limit on N. 6th Street was 25 miles per hour.
8. That the City of Sheboygan knew that a school known as the Tower Academy occupied the building.
9. That Gary Niemann negligently operated a City of Sheboygan municipal vehicle with a leaf collection system installed so as to obstruct the driver's visibility. Mr. Niemann struck the decedent Jaime Olivas causing him to sustain personal injuries resulting in his death.

10. That the City of Sheboygan is negligent under the doctrine of respondent superior, based on the action of its agents, servants and employees, as well as in their training and supervision.

11. That the City of Sheboygan is negligent for installing a leaf collection system on the front of the vehicle so as to obstruct the driver's vision.

12. That Gary Niemann is negligent in the operation of the municipal vehicle by failing to keep a proper lookout.

13. That the City of Sheboygan is negligent in failing to install school zone signs and a 15 mph speed limit sign.

14. That had the City of Sheboygan installed a 15 mile per hour speed limit sign the municipal vehicle would not have struck and killed decedent Jaime Olivas.

15. That as a direct and proximate result of the City of Sheboygan's negligence, Jaime Olivas was caused to suffer severe personal injuries and severe pain and suffering resulting in his death.

16. That based on the foregoing, the Estate of Jaime Olivas makes the following claim, to-wit:

A. \$250,000.00 for the personal injuries, loss of society and companionship and the wrongful death of Jaime Olivas.

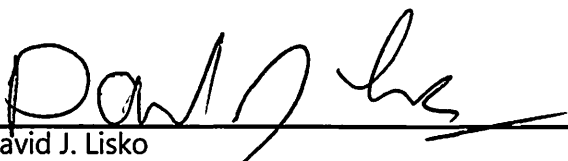
Dated this 27th day of May, 2014.

MAILING ADDRESS:

The Law Offices of David J. Lisko, S.C.
W177 N9866 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400

LAW OFFICES OF DAVID J. LISKO S.C

Attorneys for Jaime Olivas (Deceased)
Estate of Jaime Olivas



David J. Lisko
State Bar No. 1005056



COLLISION RECONSTRUCTION REPORT

FEBRUARY 20, 2012

MUNICIPAL VEHICLE V. PEDESTRIAN

JAIME OLIVAS

NOVEMBER 29, 2011

NORTH 6TH STREET AT NEW YORK AVENUE

CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

PURPOSE

The purpose of this analysis was to evaluate the available evidence from the collision which occurred on North 6th Street at New York Avenue in the City of Sheboygan, County of Sheboygan, and State of Wisconsin on November 29, 2011, between a City of Sheboygan, municipal vehicle and a pedestrian (Jaime Olivas). We were asked to determine what role any causative factors played in this incident.

During my analysis, findings were based on the materials listed in this report. Any new information which may come to light would need to be evaluated as to its effect on the findings of the investigation thus far. As with any collision reconstruction, some factors can be determined to a reasonable degree of collision reconstruction certainty, while others may never be known.

The opinions outlined in this report are to be considered germane to this incident only unless explicitly stated otherwise. Many collisions contain similar characteristics, yet few are identical.

INVESTIGATION

To assist us in our analysis of this collision, we were provided with the following:

- ☛ Police photographs of the collision scene and medical examination of Jaime Olivas
 - 432 digital photographs in total
- ☛ Collision Analysis & Reconstruction Report from Wisconsin State Patrol Trooper Jeremy VerGowe
- ☛ Witness statements
- ☛ Electronic measurements obtained by the Wisconsin State Patrol of the collision scene evidence
- ☛ Copy of an article published in the Sheboygan Press

In reconstructing this collision, we performed the following tasks:

- ☛ Documented our inspection of the scene with electronic measurements and photographs
- ☛ Addressed design considerations with Engineer, James Casassa
- ☛ Developed a 3D model of the vehicle for analysis purposes
- ☛ Addressed visibility considerations, time and distance and speed.

COLLISION SITE & VEHICLE INSPECTION

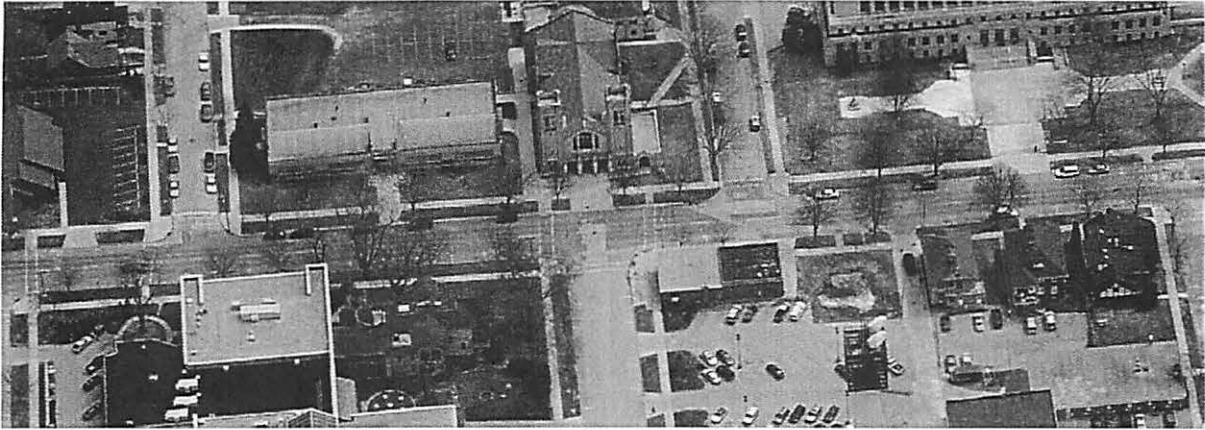


Image 1 – Aerial image looking east at the collision site.

On July 19, 2012 we travelled to the area where this collision occurred in an effort to inspect the scene and glean information pertinent to this analysis. The weather was uncooperative at that time; however, we were allowed to inspect the vehicle involved in this incident. The inspection occurred at the City of Sheboygan's municipal facility, where we were granted access to photograph and measure the vehicle, by the City of Sheboygan's Buildings and Grounds Superintendent, Mark Pawasarat.

The vehicle in question is a 1995 Ford LTS9000 commercially used truck equipped with a dump box and forward mounted generator/leaf collection unit. The dump box and the leaf collection unit were connected by a steel chute which was mounted at the front left corner of the truck, extending upward and over the cab of the vehicle. Several steel support brackets were attached to the chute for support and control of the leaf collector (Image 2).



Image 2 – Leaf collector and Ford dump truck

The leaf collector was manufactured by the Old Dominion Brush Company (ODB). The unit was comprised of five primary components. These were the engine, control box, impeller, suction hose, and return chute. The suction hose can be controlled remotely by the vehicle operator who uses a

joystick which controls a boom attached to the suction hose in order to raise, lower and otherwise move the tube from side to side.

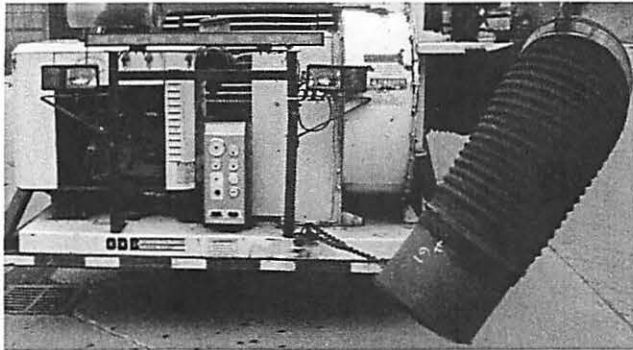


Image 3 – ODB Leaf collector; model number: SKS 700

The model number for the leaf collection system is SKS 700 (Image 3). The unit was supported by brackets (similar to a plow support) which are attached to the vehicle's undercarriage. The clearance from the base of the leaf collector's support to the ground was between 6 and 8 inches.

Seated in the cab of the truck I took note of the visibility through the windows and around the leaf collection unit. I was surprised to find that visibility was restricted to the center and right side of the windshield. There were gaps between the various components of the leaf collection system, but due to the busy appearance of the objects in close proximity to the window, visibility was very poor and in fact, in a dynamic situation it may have been rendered completely moot. The obstructions also included the vehicle's "A"- pillar, and left outside mirror. I estimated the total visibility obstruction to be approximately 30-40% of the total field of view from the operator's seat.



Image 4 – View of the front of the leaf collector in its mounted position on the vehicle.

Measurements were taken by both total station and photogrammetry to document the obstructions, the vehicle's dimensions and ultimately to assist with a forensic visibility analysis.

We returned to the collision site on September 26, 2012 to complete our scene inspection. At that time we conducted forensic mapping and captured 579 photographs in order to document sight lines and environmental factors which could have contributed to this incident.



Image 5 – Northwest corner of the intersection of North 6th Street and New York Avenue

The location where the collision occurred is classified as urban with a heavy volume of pedestrian traffic. The collision site is on a mostly level, concrete and asphalt paved road surface at the north side of the intersection between North 6th Street and New York Avenue (Image 1). This incident site is located in front of three civic facilities (John Michael Kohler Arts Center, St. Clement's Catholic Church and Tower Academy). Approximately 160 feet south is the Sheboygan County Courthouse Annex Proper. The intersection where the incident occurred is marked with painted crosswalks, but the entire area is surprisingly void of pedestrian traffic warning signs.

Tower Academy, a school located on the east side of North 6th Street, has no nearby signage which alerts drivers to the approaching school zone, neither is there any reduced speed zone signs in the area. With regard to other scenes I have investigated in similar metropolitan areas, this area can be best summarized as unique.

Of particular interest to our at-scene investigation was the color and contrasting features of the background. The northwest corner of the intersection is dark in appearance, with a lot of foliage creating a significant amount of shade (Image 5). This corner is home to the John Michael Kohler Arts Center. In viewing this corner and considering the color of the clothing which was worn by Mr. Olivas when he was struck by the municipal vehicle. His black colored jacket and dark blue jeans would have caused him to pose little contrast to his surroundings.

REVIEW OF POLICE REPORTS

The police reports generated in this matter were reviewed in their entirety. According to the findings of his report, Trooper VerGowe concluded that the visual obstructions posed by the leaf collector were a causative factor in this incident.

Trooper VerGowe documented the physical evidence from the scene by using a total station. These measurements were provided to me by Trooper VerGowe and a diagram was developed using those measurements and those which I collected at the scene.

Trooper VerGowe had spoken with five witnesses about the collision. These were Police Officer Dwain Jordan, Joseph Leonhard, Kelly Tenpas, Madelyn Tenpas, and Gary Niemann (the operator of the leaf collection vehicle). Of the witnesses, only one actually saw the collision, Officer Jordan.

Officer Jordan indicated that Mr. Olivas was crossing the street on a diagonal path from the sidewalk at the northwest corner, toward the school doors at a "casual pace" when he was struck. According to Mr. Jordan it did not appear as if Mr. Olivas was aware of the impending collision, stating that his hood was up and he may have been wearing ear-bud style head phones at the time.

Officer Jordan stated that Mr. Olivas was struck while he was in the northbound lane. In fact, the majority (if not all) of the physical evidence was found within the northbound lane, thus supporting his statement.

Mr. Niemann's account is somewhat troublesome. He clearly states that he never saw Mr. Olivas and furthermore that he had thought one of the chains come loose at the time of the collision and slowed with intent to stop to inspect his vehicle. It was only then that he saw the body of Mr. Olivas in his vehicle's mirrors.

ENGINEERING REPORT

In an effort to gather materials for an engineering analysis as to the design aspects of the leaf collection unit and considerations for its mounting, I contacted ODB and requested a copy of the schematics for the particular unit. After approximately 3 months, ODB responded and sent the materials to me.

These materials, along with the photographs and measurements I obtained were forwarded to Mechanical Engineer James Casassa. I briefed Mr. Casassa on the circumstances of this incident and requested he conduct an analysis and report on the design concerns for this unit.

In a report synthesizing his conclusions (See Appendix A), Mr. Casassa determined that the forward mounting of the leaf-collection system posed a safety hazard as it "materially obstructs the driver's forward view." He further states in his report, "Good design practice includes eliminating or guarding against safety hazards created by a product." Mr. Casassa points out alternative designs of this same product system (as displayed in the ODB owner's manual) eliminate the forward mounting in favor of behind cab mounting or in the form of a towed unit.

Mr. Casassa addressed the safety guidelines as they pertain to vehicles operated on the highway as well. He modified an image which I had presented to him, by super-imposing a line across the windshield in order to demonstrate the maximum width of a windshield defect typically characterized as beyond safe (0.25 inches). This drawing is shown in his report with comparison the leaf collection chute.

TIME & DISTANCE ANALYSIS

With specific regard to the time and distance matters for this case, I considered the statement of Officer Jordan. He described Mr. Olivas' walking as "casual" prior to the collision. Most studies on human walking speeds are conducted in a controlled setting. By this standard, a pedestrian walks between 3 and 4 mph; however, in this case, we are dealing with an individual who was not in a hurry or giving intent thought to his movements from point "A" to point "B".

Because of this, I sampled 50 high school aged students and observed them as they walked, unknowingly, over a given distance as they headed for school. The result of this was that average walking speeds of 2-3 mph (or 2.9 to 4.4 fps).

After analyzing the evidence from the diagramed measurements, I determined that Mr. Olivas had walked approximately 42.4 feet (approximately 34.7 feet north of the crosswalk) when he was struck. The time necessary to walk this distance would have therefore been between 9.6 to 14.6 seconds.

If we consider that the truck was travelling at a speed of 25 mph leading up to this collision, this would place the leading edge of the leaf collector approximately 351.8 to 535.09 feet south of the point of impact when Mr. Olivas stepped into the roadway.

With the facts and analyses laid out to this point, one final point with regard to time and distance needs to be addressed: "Would this collision have occurred (all things being considered) if the municipal vehicle had been travelling at a speed of 15 mph?" This posted speed limit is typical of school zones throughout the State of Wisconsin. To analyze this, we must look at the two scenarios addressed in the preceding narrative.

When travelling at a speed of 15 mph, an object is moving at approximately 21.99 fps. We already know that the time needed for Mr. Olivas to walk the distance he covered to impact was between

9.6 and 14.6 seconds. Applying this time to the velocity of a vehicle travelling at a speed of 15 mph, we find that the municipal vehicle would have travelled a distance of 211.10 feet and 321.05 feet, respectively. In other words, the municipal vehicle would have been 140.7 feet and 214.04 feet from the location Mr. Olivas was in the roadway when he was struck.

Calculating the time necessary for the municipal vehicle to travel those distances we can determine that the municipal vehicle would have been between 6.39 seconds and 9.73 seconds from the position Mr. Olivas was when he was struck. In comparison, Mr. Olivas (had he maintained his path of travel) was approximately 15.9 feet from completely clearing the northbound travel lane, and 29.9 feet from clearing the road altogether. Given the walking times specified, Mr. Olivas would have needed between 3.61 and 5.48 seconds to walk to the point where he was out of the travel lane, and a total of 6.79 and 10.31 seconds to clear the roadway.

We must also consider that Mr. Olivas would have been farther to the north when the municipal vehicle would have passed Mr. Olivas. This being the case, we can determine that Mr. Olivas would have been 13.0 feet north of the point on the roadway he stood at when struck. This would add an additional time of 0.59 seconds of travel time to the municipal vehicle, therefore becoming a total travel time for the vehicle of 6.98 and 10.32 seconds.

It becomes clear to this point that had the municipal vehicle been travelling at a speed of 15 mph, this collision would not only have been averted, but he very well could have exited the roadway before the municipal vehicle passed him.

VISIBILITY ANALYSIS

A component of collision reconstruction often not properly addressed is that of visibility. Visibility issues in collision reconstruction require the need for a careful analysis with comparison to the natural and artificial lighting which existed at the time of the incident, as well as conducting such analysis on a date and time which can reasonably duplicate the conditions at the time of the incident. The goal of a visibility analysis is not only to assess what a person could or could not have seen, but to provide solutions for improving visibility under those conditions.

When working in terms of an analysis of visibility (the visible spectrum of light), we use a system of units set aside to measure the effective energy which produces visual stimuli. Those units are lumens, foot-candles and lux.

A lumen is a measure of energy similar to a watt (i.e. a lumen-second is comparable to watt-seconds, etc.). We measure the power of a light source as the number of lumens per square foot. This is known as foot-candles. One foot-candle is equal to one lumen per square-foot. Another, perhaps easier definition of a foot-candle, would be, the amount of light emitted by one candle, in one foot. The metric equivalent of a foot-candle would be the number of lumens per square-meter. One lumen per square meter is equal to one lux (Harris Sr. & Harris II, 2012).

The light that we see reflected from a diffuse surface gives a sensation of brightness. The proper photometric term for this is luminance. In the scientific community, luminance is defined as light energy which can be measured by the use of a light meter (Olson, Dewar, & Farber, 2010).

The eye is highly complex and is designed in such a way that it has seven chief components, each with their own distinct the tear layer, the cornea, the iris, the pupil, the lens, the retina and the fovea. The tears clean the corneal surface, fill in minor corneal imperfections and begin the process of refracting light. The cornea and lens work in conjunction to bring incoming light to a focus on the retina. Although the cornea does about 70% of this function, the lens' primary purpose is to focus on near and distant objects (Olson, Dewar, & Farber, 2010).

There are two techniques used by the eye to control the amount of light reaching the retina. The first is the function of the pupil. The pupil typically operates at diameters between 2mm (during high light levels) and 8mm (during lowest light levels. Although there is a 4:1 increase in pupil diameter during this range means a 16:1 variation in the amount of light delivered to the receptor array (Harris Sr. & Harris II, 2012).

The second technique is that of the receptors themselves. The retina contains two different receptors; they are cones and rods. The cones have the lone responsibility of color vision. The rods are at their most efficient operation during low light levels, operating in conditions where cones supply no useful information. At high light levels the rods become saturated and do not provide any useful information. In low light, the rods help us to distinguish objects as a product of the contrast created by their reflected levels of light (Harris Sr. & Harris II, 2012).

Light adaptation is that time interval necessary to move from one light to another before full performance is regained. Moving from dark into light is typically a much faster process than moving from light into dark (Harris Sr. & Harris II, 2012). The importance of this is that once

adjusted to darkness, the introduction of bright lights cause a period of adaptation to occur which can affect an operator's ability to discern an object in their path.

The central fovea is a region approximately 3 degrees in angular size. This area of the eye is responsible for performing high resolution vision during daylight. The cones are at their highest density in the central fovea. Moving away from the central fovea, the size of the cones increase and their interconnectivity, whereas the rods become more populated as we move away from the central fovea.

Another change in receptor properties is found in their function. Moving away from the central fovea and into our peripheral vision, there is an increased sensitivity to motion. This triggers our response to look in the direction of the motion and then focus on the stimuli with our central fovea (Harris Sr. & Harris II, 2012).

According to studies by the University of Michigan Research Institute, Ohio State University, the University of California, the Institute for Research in Vision and many others, those variables which are most important in determining the level of difficulty involved in the detection of a visual stimulus are angular size, contrast, time available for observation, adaptation luminance level and retinal position within the visual field of view (Harris Sr. & Harris II, 2012).

Visual search is another area requiring careful analysis. Studies have shown that the eye makes rapid movements when scanning followed by a stationary period of approximate 0.20 to 0.30 seconds before either focusing on a stimulus or continuing the visual scan. Detection of a stimulus is accomplished during the stationary period. This must be considered when drawing conclusions as to what a person should have seen.

If an object is not being looked at, given all of the other things a vehicle operator must pay attention to in order to operate a vehicle, then it will not be detected. If two vehicles, for example, are approaching each other, determining what the drivers saw or should have seen assumes that either or both operators were looking in that direction in the first place.

In this case, lighting is not a point of contention because the collision occurred during daylight hours. Different times of day play an important role in advantages which are had by the participants. For example, during hours of darkness, pedestrians tend to have a greater advantage over operators because they can see the light projected by headlamps further than the headlight

light energy can illuminate. Additionally, from the aspect of audio cues, sound can be heard at greater distances because of the lack of other ambient noises.

During hours of daylight, however, the advantage changes and is in favor of the vehicle operator. Operators are typically focused on their travel path for a distance of several hundred feet ahead of their vehicle, where as a pedestrian is typically focused on their immediate area. Audio cues for pedestrians are often masked by the ambient noises of the environment. Because of the distances each is focused on, operators have a greater chance to control the situation by keeping a constant view of the pedestrian and they are in control of their speed. The pedestrian has options available to maneuver, but because they cannot travel as fast, or change directions as fast, as a moving vehicle. Because of this, they can easily be trapped by an approaching vehicle.

In this case, I conducted a sight-line analysis, making determinations as to the obstructions and contrasting elements of the environment. The set up process for conducting a visibility analysis is as important as the results. An investigator should document the location of all sight-lines and measure the distances of those sight-lines to relevant areas. The relevant areas may include, but are not limited to pedestrian travel paths, nearby intersections, witness locations, and other related places (Olson, Dewar, & Farber, 2010).

Mr. Olivas was wearing a black colored coat and blue jeans as he walked to school. His path of travel had him walking eastbound on the north sidewalk of New York Avenue. As he approached the crosswalk, Mr. Olivas passed by the foliage and shaded area at the northwest corner. His dark colored coat and blue jeans diminished the level of contrast he had with regard to his background.

As discussed earlier, our eyes contain receptors which function differently under varying lighting conditions. When encountering shadows, the eyes sometimes need to adjust to maximize the contrast reception. Often times, those receptors, which allow us to distinguish contrasting detail in darker shadowed areas, which are surrounded by bright and sunlit areas, are oversaturated. This is a possible contributing factor as well, as Mr. Niemann claims he never saw Mr. Olivas approaching the intersection.

It is clear that Mr. Olivas was present and moving in opposition to his background; however, given the dark color of his clothing and the shadowed background on that particular corner, he was potentially camouflaged until he stepped into the street. At that point, we must consider another cause.

As Mr. Niemann looked out the windshield, he would have seen the leaf collector's return chute as a dominant fixture in his field of view. The chute would have filled approximately 10 degrees of his vision. Recalling the 3 degree angular size which represents the central fovea, the 10 degree expansion created by the return chute fully encompasses focused vision and 7 degrees (3.5 degrees on each side) of the peripheral vision as well.

Further exasperating the problem associated with this wide angle is the transposition of the visual obstruction to the operator of the leaf collection vehicle on the environment the further the vehicle is away from a given target. For example, at a distance of 351.8 feet (as is suggested in the Time & Distance Analysis) the width of the forward blind-spot is 65 feet wide. If we consider the distance of 535.09 feet, then the width of the forward blind-spot is extended to 98 feet.

As a note, these determined distances assume no other obstruction than the feeder chute extending up and over the vehicle's windshield. Any additional obstruction, as we know to be present in this case, will serve to widen the blind-spot. I developed a visual representation to illustrate the blind spots discussed (see Appendix B).

SUMMARY & CONCLUSIONS

Pedestrian collisions, such as this, are extremely violent encounters. It is for this very reason that strict guidelines are put in place for motor vehicle safety. Appendix C illustrates the likely manner of contact between Mr. Olivas and the municipal vehicle. The purpose of this illustration is to provide insight into the reality that is a pedestrian collision, using the available data we have to analyze in this incident.

The facts of this incident are clear. The predominant contributing factor in this collision is visibility; more specifically, the visibility obstruction created by the leaf collection unit which was mounted to the front of the City of Sheboygan's vehicle. According to the State of Wisconsin's traffic law governing the Standards for Vehicle Equipment:

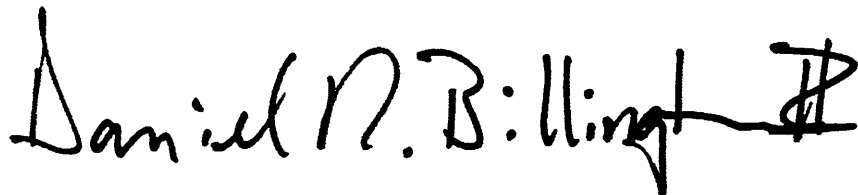
- Trans. 305.34(6)** Nothing may be placed or suspended in or on the vehicle or windshield so as to obstruct the driver's clear vision through the windshield. There may not be any posters, stickers or other non-transparent material, other than a certificate or sticker issued by order of a governmental agency, located on the windshield or located between the driver and the windshield. This subsection does not prohibit the following:
- (a) Attachment of an inside rearview mirror in accordance with s. Trans 305.26.
 - (b) Windshields tinted by the manufacturer of the glazing and installed as part of the original manufacturing process.
 - (c) Application of window tinting film or other nontransparent material to the inside of the windshield if it is attached only to that portion of the windshield which is both

outside the critical area and above the horizontal line delineated by the mark "A" or "A." If no such mark was affixed to the windshield by its manufacturer, no window tinting film may be attached to the windshield.

Supporting my conclusions is the report from Mr. Casassa. The design of the leaf collection unit was such that mounted to the front of the municipal vehicle, it created an obstruction which not only violated Wisconsin law, but posed a hindrance to the operator's field of view. The design and placement of the leaf collector's return chute posed a clear and obvious danger to the public.

The environment posed a contribution as well. First, the shadowed conditions at the northwest corner pose a problem for adequate contrast for clear identification of dark clothed pedestrians. Second is the absence of indication that there is a school at this location. The lack of signage to alert the motoring public to the presence of children and a reduced speed, for what should be classified as a school zone, is unique. This failure to treat this area as a school zone is somewhat confusing, and as is the case, the general motoring public would have no indication of a need to operate with heightened caution and awareness. Had this area been treated as such, this collision would not have occurred.

Respectfully,

A handwritten signature in black ink that reads "Daniel R. Billington II". The signature is written in a cursive style with a large, stylized initial "D" and a prominent "II" at the end.

Daniel R. Billington II, ACTAR #1913

Senior Collision Reconstructionist – M-CRASH Group, LLC

WORKS CITED OR REVIEWED

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Appendix A



WOLF

LETTER REPORT

Prepared for:

M-Crash Group
Attn: **Mr. Dan Billington**
PO Box 35
Eagle, WI 53119

By: **James Casassa, P.E.**
On: **January 28, 2013**

Your Reference: Jaime Olivas v. City of Sheboygan et al
Wolf Project No.: 13-0006-4401



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WOLF

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FORENSIC AND AEROSPACE ENGINEERING

January 28, 2013

M-Crash Group
P.O. Box 35
Eagle, Wisconsin 53119

Attn: Dan Billington

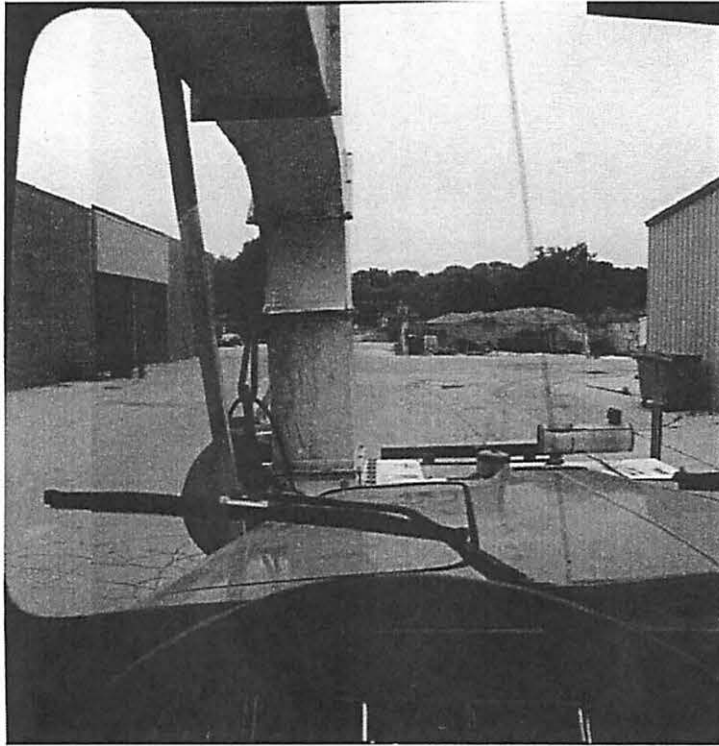
**RE: Jaime Olivas v. City of Sheboygan et al
Wolf Project No.: 13-0006-4401**

On January 7, 2013, Wolf Technical Services, Inc. was asked to consult regarding the design of a leaf collector attached to the front of a dump truck operated by the City of Sheboygan. The leaf collector was manufactured and sold by the ODB Company. You provided Wolf with photographs of the unit installed on a Ford L9000 tandem axle dump truck, measurements of the truck and leaf collector, and a copy of an owner's manual for an ODB leaf collector.

The leaf collector rides on a platform that is attached to the front of the truck. The impeller of the vacuum/blower is driven by an engine that is part of the leaf collector. The inlet or suction side of the vacuum/blower is connected to a flexible hose whose position can be controlled by the driver. The outlet or discharge side of the vacuum/blower consists of a rigid, metal duct assembly which carries leaves from the leaf collector to the dump bed of the truck. The discharge duct is square in cross section and is located at the left end of the leaf collector in front of the driver.

The photograph on the following page shows the view from the driver's location in the cab of the truck and the extent to which the discharge duct obstructs the driver's forward view. The Federal regulations pertaining to the operation of commercial vehicles place limits on the extent to which the driver's view can be obstructed by stickers, decals, mounted objects, or defects such as cracks or chips in the windshield. Many states also have regulations defining allowable vision obstructions. A vertical line depicting a crack one-quarter inch wide extending the entire height of the windshield has been added to the photograph to graphically show how much more of the driver's sight line is obstructed by the discharge duct.

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The positioning of the discharge duct on the City of Sheboygan truck is a safety hazard because it materially obstructs the driver's forward view. Good design practice includes eliminating or guarding against safety hazards created by a product. There are alternative designs which eliminate this hazard created by obstructing the driver's view. The illustration on the ODB owner's manual shows one possibility. In that illustration, the leaf collector is mounted on the truck frame between the cab and bed or leaf box. Another option is a leaf collector on a trailer which is towed behind the truck.



January 28, 2013

ADDITIONAL WORK

The information contained in this report and the conclusions reached are based on information available at the time this report was prepared. We reserve the right to amend and/or modify this report if any new and/or significant data that could impact this investigation becomes available. We recommend that if any additional statements, depositions, photographs, evidence or other information documenting this incident become available, that they be supplied to Wolf for our review so that we may render any further opinions in any future report, deposition, or testimony.

Respectfully submitted,

James Casassa, P.E.

Reviewed by,

William E. Dickinson, P.E.



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January 28, 2013

M-Crash Group
P.O. Box 35
Eagle, Wisconsin 53119

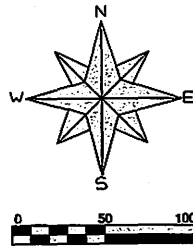
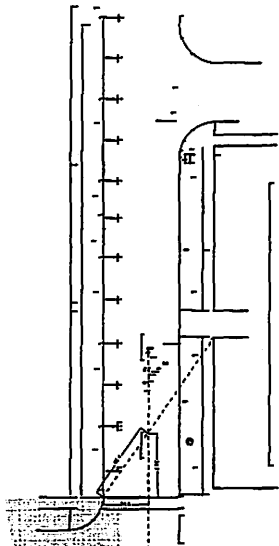
Attn: Dan Billington

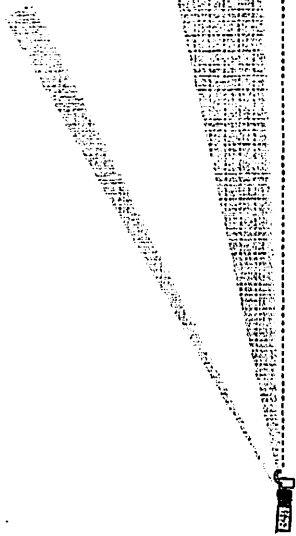
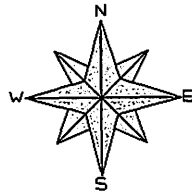
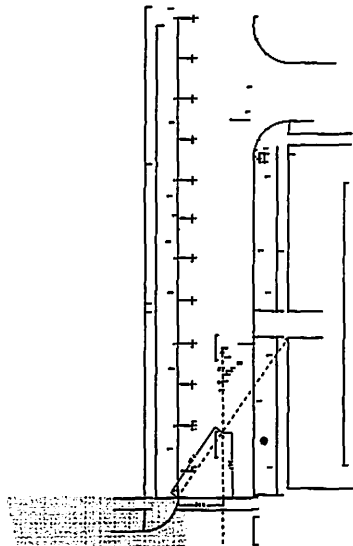
RE: Jaime Olivas v. City of Sheboygan et al
Wolf Project No.: 13-0006-4401

Neither the Corporation, its consultants, contractors, officers, directors nor any of the corporate staff involved in this investigation have any financial or related interest with respect to any of the persons or organizations indicated in this report. Our letters and reports are for the exclusive use of the client to whom they are addressed. The client further agrees that Wolf Technical Services, Inc., its consultants, contractors, officers, directors and staff shall be held harmless from any claims, suits or other proceedings, losses, costs or damages, including reasonable attorneys' fees arising out of any negligent, willful or wanton use of the letters, reports, and other work product submitted in this case. Our letters and reports apply to the samples tested and are not necessarily indicative of the qualities of apparently identical or similar products. The conclusions and results reached in this investigation are based in part upon data supplied to us, and we are not responsible for the authenticity or accuracy of such data.

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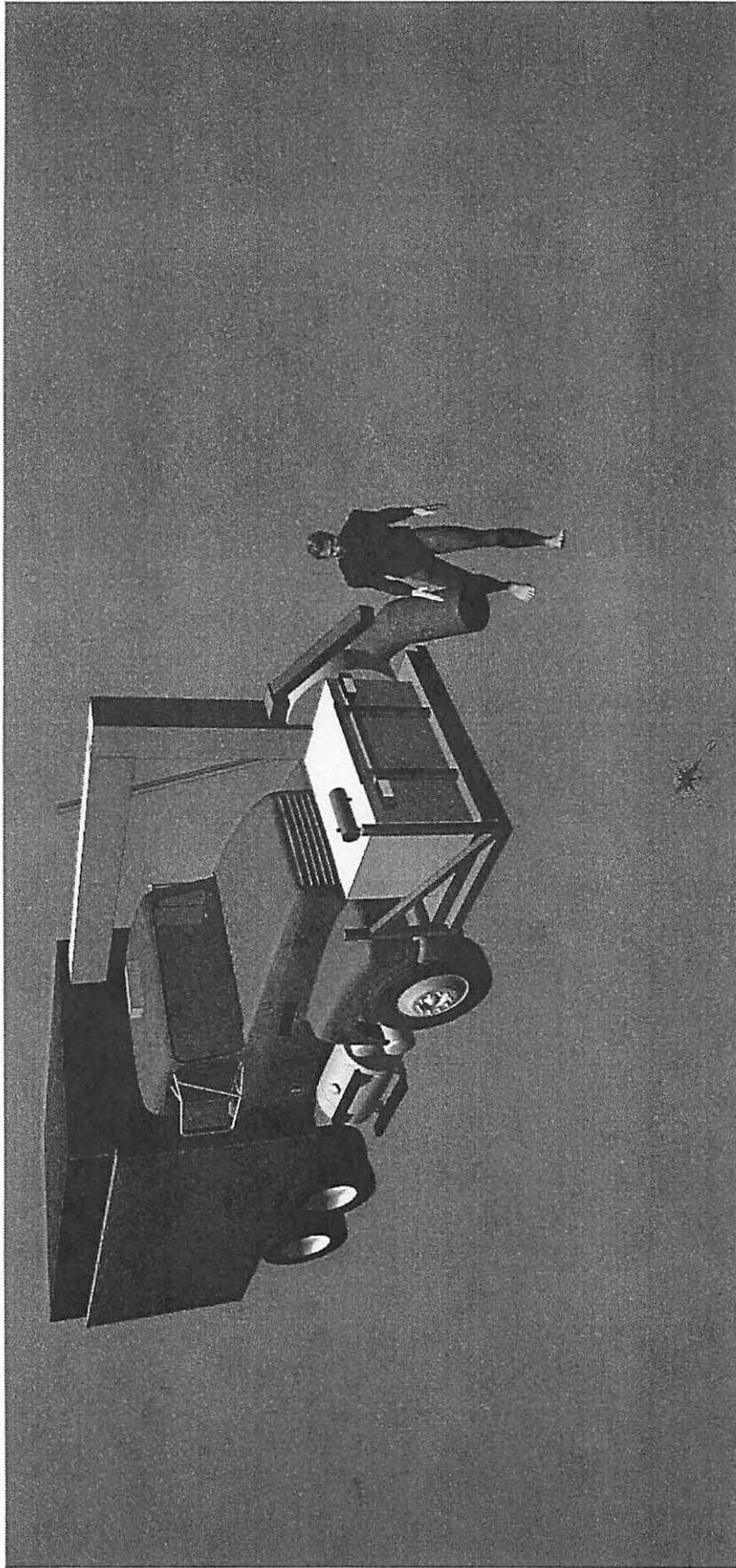
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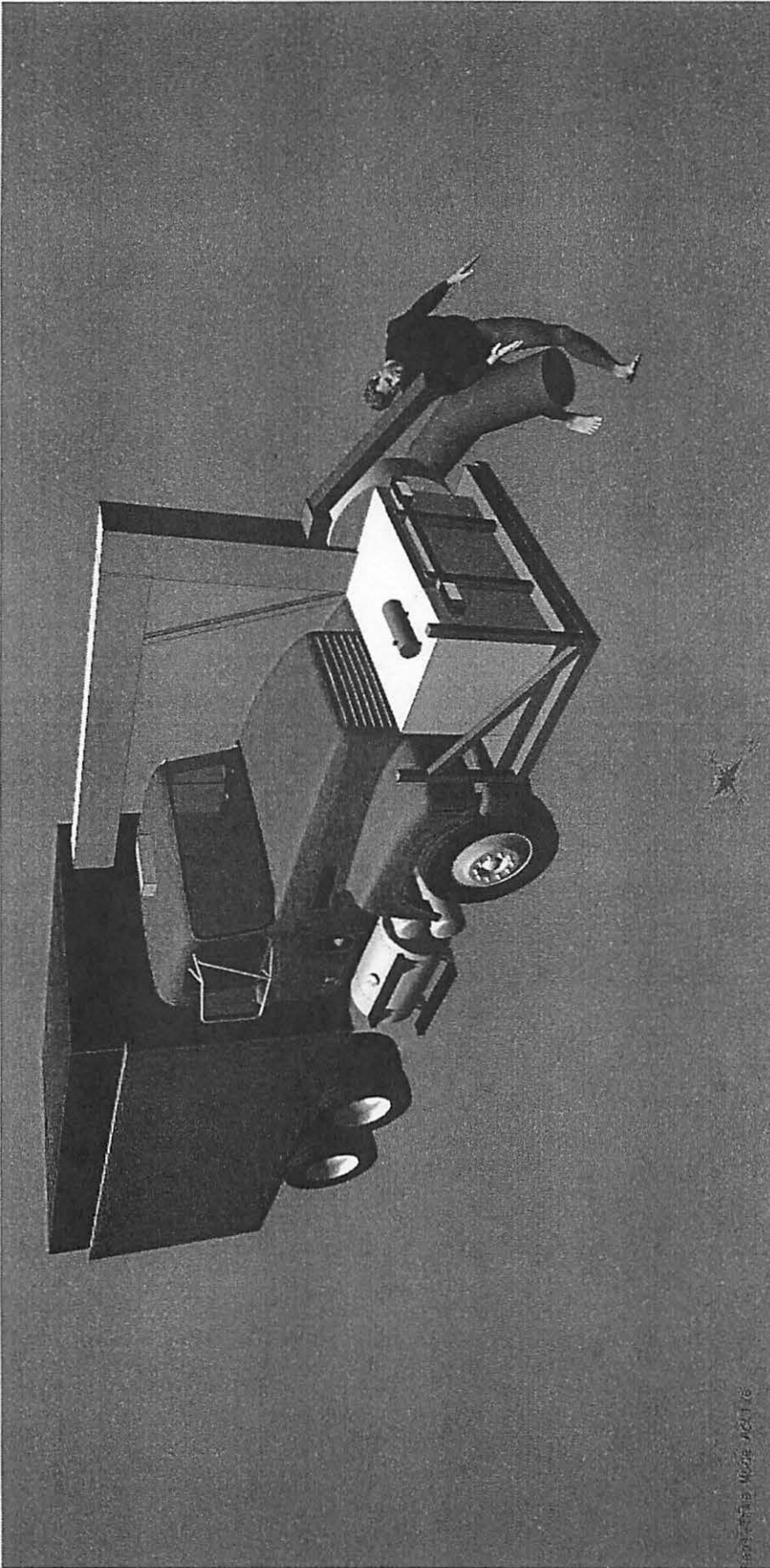


Appendix C

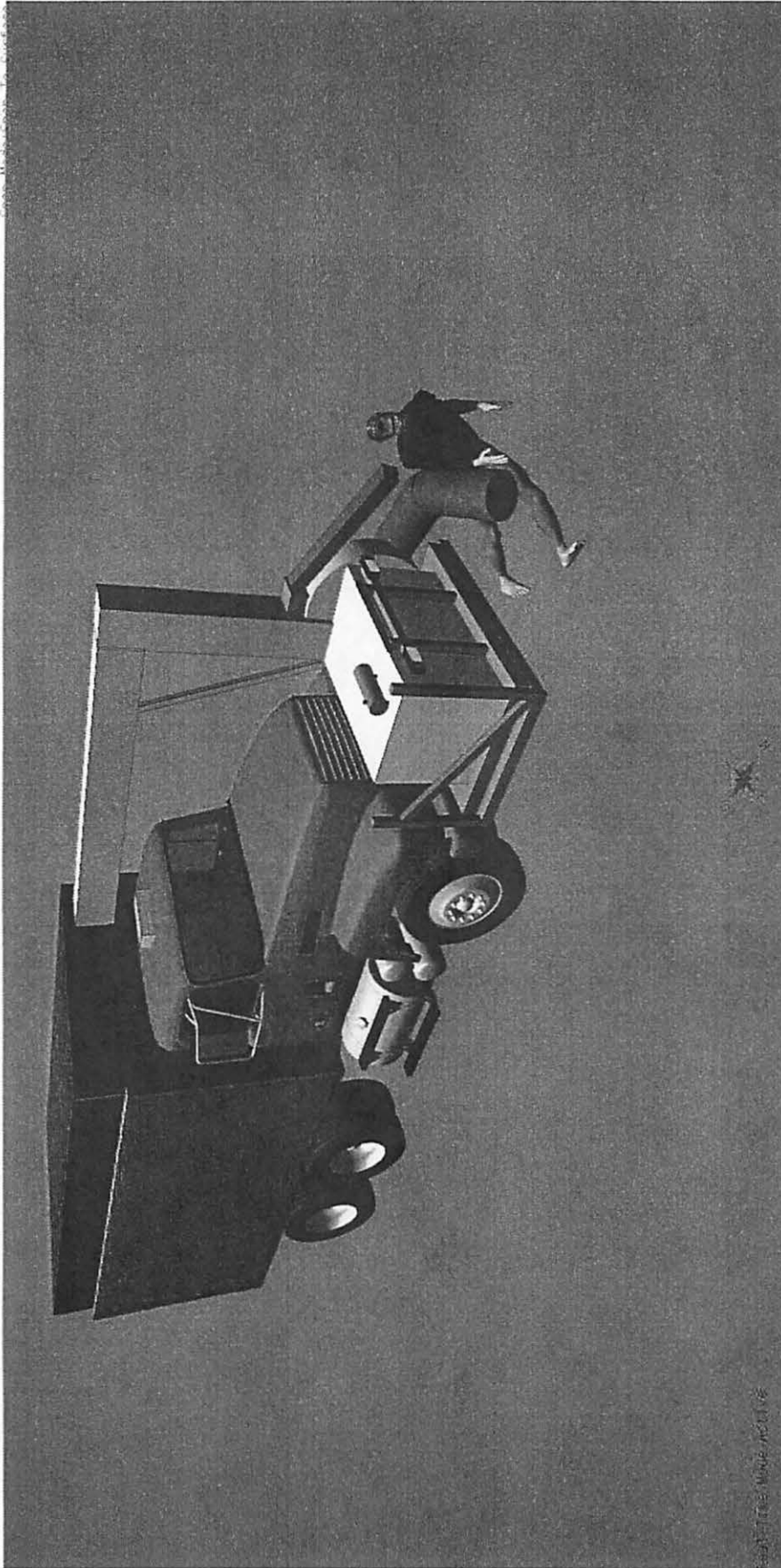
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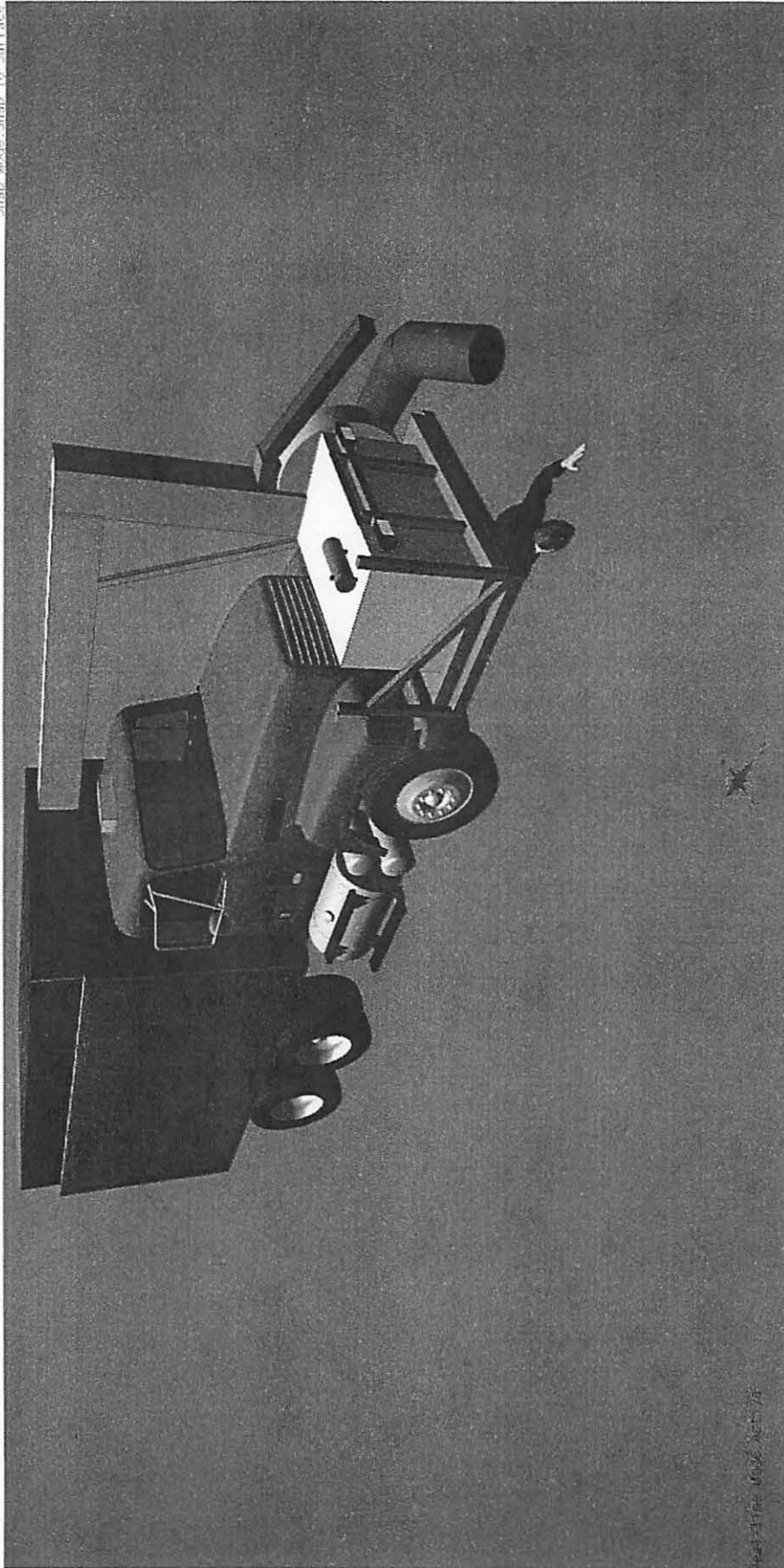


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Active Layer: default
Snap Mode: Snap To Surface



Page 27 of 27

VI

R. C. No. - 14 - 15. By FINANCE. July 7, 2014.

Your Committee to whom was referred R. O. No. 41-14-15 by the Library Director submitting the Mead Public Library Annual Report for 2013; recommends that the documents be accepted and placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

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R. O. No. 41 - 14 - 15. By LIBRARY DIRECTOR. May 19, 2014.

Submitting the Mead Public Library Annual Report for 2013.

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Library Director

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MEAD
PUBLIC LIBRARY

ANNUAL REPORT
for
2013

2013 MEAD PUBLIC LIBRARY ANNUAL REPORT

GARRETT ERICKSON, LIBRARY DIRECTOR

2013 was a year of change at the Mead Public Library. Sharon Winkle retired at the end of January, after serving as library director for 22 years. Karin Menzer, Youth Services manager, then served over four months as interim library director while the Board of Trustees conducted a search for a new director. I was offered the library director position in May and started in my new role on June 10.

I was immediately immersed in formulating a difficult budget with input from various library stakeholders. In February, the library was asked to accept a \$71,312 decrease in city appropriations compared to 2012. We also lost \$46,345 in reimbursements from Sheboygan and Ozaukee Counties due to decreased borrowing by residents of municipalities without libraries. Finally, we were asked to not use reserve funds to pay for ongoing operations, as had been done in the past. In the final version of the 2014 library budget, our expenditures were reduced by \$146,348 (4.6 percent) compared to the previous year.

To cut \$146,348, we made difficult choices: Reducing the maintenance staff by two full-time positions and the circulation staff by one FTE (full-time equivalent) position; not offering pay increases, cost of living increases or merit pay increases to employees; and requiring three furlough days for each library employee. These decisions were extremely difficult and I hope we do not have to repeat this course of action again.

In September, we formed the process improvement team to search for efficiency improvements and to standardize services and processes. I sponsored the group while asking Diane Kallas to serve as the facilitator. Diane's team had many areas to study, collect data, and in some cases, make recommendations to the management team. The process improvement team collects data, but the actual decision-making is still left to the managers. By the end of 2013, the team determined how long it took for materials returned by borrowers to be back on shelves available for checkout, and also how long it took new materials to move from "loading dock to shelf." The team was also instrumental in simplifying new library card registration so that a patron with appropriate ID receives a library card immediately instead of waiting for the card to be sent through the mail. In 2014, this group will study a variety of potential improvements including placing materials

that are “on hold” in a public area for “self-serve” pickup. This change would allow staff at Customer Service to spend more time with patrons needing assistance with accounts and also would make picking up a “hold” faster and more private.

From August through November, the Library Board approved three changes to the Table of Organization which will thoroughly transform the organization in 2014.

First, as part of the final 2014 budget approved in August, we reduced the number of staff members by three FTE and reassigned some responsibilities. For example, tasks formerly assigned to the maintenance department, such as opening and closing the building and making sure patrons leave the building at closing, now are performed by other staff members.

In October, the Library Board approved another change to the Table of Organization due to the retirement of Deputy Director Mark Zehfus at the end of the year. Rather than maintaining the position of Deputy Director, the position was changed to a Business Specialist with a focus on financial matters as well as limited human resource responsibility. Debbie DeAmico was hired as the new Business Specialist in December 2013.

Finally, the Library Board approved a third change to the Table of Organization in November, after Youth Services Manager Karin Menzer announced she would retire in early 2014. This third revision will have the most wide-ranging impact because five internal teams will be combined into three teams. All staff members who work with the public will now report to a new Public Services Manager position. Staff members who work in support positions, including processing and shelving materials, plus maintenance and Information Technology, will report to Diane Kallas in her new role as Support Services Manager. The changes are intended to break down barriers in communication among staff members, standardize the way we operate throughout the organization, and allow for cross-training and more flexibility in staffing. It also will “flatten” the organization so staff members can make more day-to-day decisions on their own. The Public Services Manager position was advertised nationally in order to find the strongest possible candidate.

Finally, in the fall of 2013, the Library Board began meeting to update the organization’s strategic plan. At its December meeting, the Library Board approved this new Mission Statement:

“The Mead Public Library provides quality services, resources and lifelong learning opportunities to meet the needs and interests of its diverse community.”

And this new Vision:

“Enrich, Educate, Connect, Create, Inspire.”

In early 2014, the Library Board intends to finalize the remainder of the Strategic Plan with a complete list of broad goals and measureable objectives. These goals and objectives are intended to move the library into the future while giving staff guidance on day-to-day priorities.

Moving forward, I believe that widening our programming through collaboration is the key

to strengthening our role in the community. In the past, public libraries tended to only offer classes related to literature, or in recent years, classes in technology. These programs were primarily taught by librarians and were in some way related to books. While this type of programming is still very important, not everyone in the community was interested in these topics. We are re-focusing the organization on the concept of lifelong learning, meaning any topic that our citizens are interested in. This means the role of the librarian will change from being an instructor to one of being a facilitator. I am excited to see the outcome of these changes in our organization, and in other public libraries as well. I am also excited to be part of a great team assembled here at the Mead Public Library!

ADULT SERVICES

DEBBRA VOSS, MANAGER

2013 eclipsed previous years in the demands placed on staff to adjust to an ever-changing work environment. We said goodbye to Library Director Sharon Winkle at the beginning of February, worked with an interim director for most of the first half of the year, and then by mid-June began working with a new library director. The Adult Services Department staff once again pulled together to maintain the day-to-day operations and services of this department during this shift in upper management.

Programming continued to be an important service provided to customers. We did a trial of several genre specific book discussion groups to see if we needed to broaden the selection for our customers by including science fiction, romance, and horror. Similarly, we expanded programming to demonstrate new technologies and provide hands-on experience. This included programs on Twitter, LinkedIn, Pinterest, Facebook, and Skype. Programs on basic computer skills and downloading e-content continued on a regular basis. We offered over 150 programs, including some very interesting ones like "Found Space Shakespeare," "100K Poets for Change," "Women of Block 12," and a live-stream of "Dan Brown at Lincoln Center." Although the primary sources of funding were donations and grants, many of the book discussion groups, technology programs, and the film series would not have been possible without the dedicated support of so many wonderful and knowledgeable volunteers.

Outreach programming included the long-standing nursing home and home delivery programs, a collaboration with the Sheboygan County Affordable Care Act Task Force, several workshops and tours for the Sheboygan County Literacy Council's tutors, a tour for Lakeshore Technical College's English language learners, and instructional demonstrations and tours for several local school classes.

Reference continued to play a vital role. To better serve our library patrons, librarians have kept up with ever-changing trends of computer hardware and software and electronic resources and databases. We assist and educate library patrons who have a broad range of knowledge and experience. This may include teaching basic computer skills so that someone can fill out an online job application, assisting a college student with search

strategies and suggesting available resources for a research paper, or helping a patron locate vital information for starting a business.

The fifth Sheboygan Reads program featured Milwaukee native Carrie Bebris, author of the “Mr. and Mrs. Darcy” mystery series featuring Jane Austen’s characters. Events included a tea party with the author of “Tea with Jane Austen,” a dramatic performance titled “Jane Austen Speaks,” a regency handwriting workshop, a lesson in English Country Dancing, a presentation on British Naval History, and two programs with Carrie Bebris: a writing workshop and a presentation about her book. In addition, the library hosted a Jane Austen film festival and a book discussion group. The 2013 Sheboygan Reads attempted a greater number of programs and a less well-known author than in previous years. While the programs were excellent, going forward, we are likely to favor a visit by an author who is not genre-specific in the hope of appealing to a wider audience. However, the link to Jane Austen did allow the library to greatly expand its collection of Austen books and DVDs, to the benefit of our patrons for years to come. The Mead Public Library Foundation sponsored Sheboygan Reads.

Mead Library purchased Collection HQ in late 2013. This collection management program allows libraries to use sophisticated analytic tools to improve decisions regarding selecting and managing library collections. We are looking forward to using this new tool in 2014.

These activities and services provide only a snapshot of the day-to-day operation of the Adult Services Department. As in previous years, a special thanks to the Adult Services staff for their continued dedication in providing excellent reference, reader’s advisory assistance, and technology support to our library patrons.

This will be the last annual report for Adult Services as a department. The new Table of Organization instead creates a new team structure for Public Services and Support Services. As a result of this change, this will also be my last annual report as I take on new duties within the organization. To borrow Edward R. Murrow’s sign-off: “Good Night, and Good Luck.”

CIRCULATION AND TECHNICAL SERVICES

DIANE KALLAS, MANAGER

In 2013 we said good-bye to our former library director, Sharon Winkle, and wished her well in her retirement. Many of us in these two work groups were here during Sharon’s entire tenure at Mead, and thank her for her leadership and support during those 22 years! She guided us through the building remodeling project and into the digital age—both major transformations for Mead.

We thanked Karin Menzer for providing leadership as the interim director until our new director, Garrett Erickson, arrived in June. Garrett brought with him a new vision for the

Library which will, once again, bring about some major transformations.

Though not much changed in Circulation and Technical Services in 2013, we did begin preparation for things to come in the next year. Garrett introduced us to Six Sigma and Lean, and asked us to form a team to study our workflows with an eye toward making recommendations for improving processes and ultimately, the entire customer service experience. As a result, the Circulation staff developed ideas for streamlining the library card registration process. The Technical Services group began studies on invoicing and processing of new materials.

A review of our 2013 statistics reveals over 700,000 items were checked out at Mead this past year, with approximately 62 percent checked out at the self-check units. A software upgrade enabled us to offer e-mailed checkout receipts to patrons, and the ability to see a calculation of accrued late fees online for overdue items not yet returned.

We were grateful for the assistance of our dedicated “pick list” volunteers as they joined our pages in locating items requested for pick-up. Over 100,000 trips to the shelves were made in search of these items.

The demand for Interlibrary Loan items remained high as Mead continued to offer patron-initiated requests online via the WISCAT link on our website. We received 4,818 items for our customers and sent out 6,158 items requested by patrons of Wisconsin libraries that are not members of the Eastern Shores Library System.

The volume of incoming new materials remained steady in 2013, as our Technical Services staff received and processed 25,627 items. A new workflow for ordering, combined with a new method of prioritizing items for processing, created a steadier, more diversified output of materials. We were fortunate to have a wonderful, experienced volunteer assigned to help us with processing!

As I anticipate my new role as manager of Support Services in 2014, I realize with some sadness that this is the last time I will report for the Circulation staff as their manager. They are an amazing group of people who value quality and strive to achieve customer satisfaction in all their work. Outstanding employees and wonderful friends, it's been a privilege and an honor to work with them!

INFORMATION TECHNOLOGY

DALE GORT, INFORMATION TECHNOLOGY SPECIALIST

In 2013, 13 new laptops were purchased to create a portable lab for use by the staff and for staff-assisted programs. They've been used for proctoring exams; for programs to introduce computers to patrons, downloading e-books and audiobooks, learning Skype and coding for microcontrollers; and to assist with Affordable Care Act enrollment sessions.

Our WiFi system, available free to library patrons, was upgraded with new access points

throughout the building. The access points now can be controlled at a server at Eastern Shores Library System headquarters. Software problems have prevented us from being able to monitor this ourselves. We still are not able to obtain certain statistics on WiFi use, but we hope that will be accomplished in early 2014.

A major upgrade in bandwidth for staff Internet use took place late in the year. Replacing a copper 3 MBPS (megabits per second using two T1 lines) with fiber at 20 MBPS has proved to be extremely beneficial for our continued demands for bandwidth.

I also participated in the set-up of collectionHQ to assist us in collection development and maintenance.

PUBLIC RELATIONS

HELENE CAPIZZI, PUBLIC INFORMATION SPECIALIST

Much stays the same, but some things change! Newsletters, signs, flyers, exhibits...most public information projects were similar to previous years.

But, as is true for nearly everyone who works in marketing and promotion today, we continue to move forward in taking advantage of opportunities to increase our use of digital media. While we have not eliminated any of our traditional "paper and ink" ways of communicating, we continue to expand our use of digital services. This helps us reach new groups of people and usually offers the advantage of lower cost.

Our e-newsletter, Facebook, and Twitter have all shown increases in the number of users. Beginning in the middle of 2013, I made a concerted effort to post on Facebook at least 10 times a week. The number of followers went from 500 on June 3, 2013 to 610 on December 31, 2013, an increase of over 20 percent in six months. Our most popular post so far occurred in early January 2014, when we posted a photo of the "retired" children's room kangaroo mascot. Dozens of people shared the post and joined in on guessing her name (which also caused an uptick in reference questions that week!). And over 4,950 people saw the post!

We did see a slight decrease in the number of visits to our website. Some of the decrease is likely due to decreased use of our public Internet computers (which use our website as the "start" screen). Another factor may be that our current website does not offer the best user experience to those on a mobile device, particularly a smartphone. About 10 percent of our website visits now originate from smartphones and another 12 percent from other mobile devices. But those numbers likely could be even higher if our website were more "mobile friendly," particularly as more public school students have easy access to iPads and Chromebooks. That is a project that we began in 2013 by migrating to a newer version of our website content management system, and will continue in 2014 by incorporating features that will give our mobile device users a better experience when using our website.

YOUTH SERVICES

KARIN MENZER, MANAGER

A dream came true in 2013 with the completion of the Mead Children's Activity Room. With funding from the Mead Public Library Foundation and the Bemis Family Foundation, the former Mead Reading Room has become a wonderful space for all kinds of hands-on activities for children. The transformation was completed in time for the fall programming schedule to include a variety of new programs such as Art4Fun and a LEGO Club. It also provides a place for crafts and projects following storytimes.

During 2013 Youth Services applied for and received two grants in support of two recently developed programs. The Kohler Foundation became the sponsors of the Art4Fun series. This series, led by art teacher Mary Tooley, invites children to learn about a world culture and complete an art project related to the culture. The "1000 Books Before Kindergarten" early literacy program received a \$250 grant from the Department of Public Instruction and also \$500 from the Sheboygan Optimist Club. The funds are used to purchase books and other small prizes to be given to participants as incentives for reading

The biggest event of the year was the Sheboygan Children's Book Festival in October. More than 1,000 people attended events at Mead Public Library during the weekend festival. Mead Public Library, along with the John Michael Kohler Arts Center and Bookworm Gardens, are the primary venues for the festival programs. The 2013 festival included a celebration of the 75th anniversary of the Caldecott Medal and featured five Caldecott awardees in its programming. Among the major sponsors for this event is the Mead Public Library Foundation.

Our other major endeavor is the annual summer library program. The 2013 program for children featured the theme "Dig into Reading," and 1,558 children did just that. Children who read for at least five hours received a book sponsored by the Friends of Mead Public Library. Younger children who had books read to them also received books sponsored by Thrivent Financial for Lutherans. In early June nearly 400 people attended the summer library program kick-off carnival. Summer Library Program outreach in the community was provided through a Department of Public Instruction grant which provided a VISTA volunteer who visited summer schools, daycares and community free lunch sites to register children for the summer library program.

The Acuity Cool Picks summer library program for teens had 611 members who turned in 2,184 book reports over the summer. ACUITY, the primary sponsor for this program since 2006, provided \$7,500 in funds (via the Mead Public Library Foundation). ACUITY also hosts a kick-off carnival at ACUITY headquarters which was attended by 183 teens in 2013. Attendance at other teen summer programs was at an all-time high with an attendance of 1,214 at movie, gaming and other programs.

Additional children's programs of note in 2013 included a series of storytimes in the Spanish language presented by volunteer Dana Morales on select Saturday mornings, the monthly LEGO Club which is extremely popular, and Star Wars Reads day attended by over 160 fans, including many in costume. In general the number of programs and the

attendance at programs was up, and 4,213 children and their families attended storytimes in 2013, up by 812 from 2012. Youth Services presented more than 200 other programs in 2013 with attendance of more than 7,000.

Sadly, our darling library hamster, Corduroy, died early in 2013. By the end of the year we had not one but two pets to amuse library visitors. Fancy Nancy, a brown and white hamster, was adopted during the summer but she soon had to share the limelight with a little white mouse who was found wandering the library parking lot. His story was a hit on Mead's Facebook page and we held a contest to name him. Stuart Little, after the book character in E. B. White's beloved children's book, won out.

This will be my final annual report as I am retiring early in 2014. It has been my great pleasure to work in Youth Services at this library for the last 30 years. The changes over the years are too many to recount, but these changes have allowed us to improve service in so many ways. One constant has always been the wonderful people I've worked with throughout the organization and especially in Youth Services. I've appreciated working beside you all! Now I'll look forward to standing on the customer side of the desk.

VOLUNTEER SERVICES

PAT MUELLER

Volunteers: Valued for their service

For Gail Wallace being cheerful comes naturally. An asset most anywhere, anytime, and especially appreciated as a Mead Public Library volunteer, she has been volunteering at the library since 2012. On our behalf, Gail selects books and other materials for our nursing home customers. Once a month, on a Saturday, she also delivers the items to individuals and to nursing homes. Gail's positive attitude represents our volunteers at Mead Public Library.

Through the Volunteer Services Department, 30 people were recruited and provided an orientation/tour to begin their volunteer assignments at the library. Volunteer assignments include: verifying the order and straightening items in our collections, Maas Teen Center monitor, customer service volunteers, cleaning our public computers, clerical responsibilities, locating books/items from a reserved list, teaching our customers basic computer skills and e-book access, processing new books, and helping at special events sponsored by the library.

On an ongoing weekly basis we have 60 people who give us their time, talent, and hard work to volunteer. This number includes Mead volunteers and Friends members who provide service hours.

Volunteer applications from teenagers (14-17) are accepted year 'round. Teen volunteers verify, straighten, and dust our collections in the Youth Services areas. Additionally, teen

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volunteers clean our public computers and also help at events for young people.

As a community outreach we have established working relationships with Horizons4Girls, the Department of Vocational Rehabilitation, and New Curative to have a mutually beneficial arrangement for teens and adults to have a job coaching/volunteer experience at Mead Public Library.

Mead Public Library is a partner member of the Sheboygan Volunteer Center. This organization provides assistance with volunteer recruitment and peer-group continuing education opportunities pertinent to volunteering. Through the Volunteer Center, the library participated in "Day of Caring" which featured 420 people devoted to a day of volunteering in the community. At the library we had four volunteers who dusted our library shelves and accomplished outside litter clean-up from our building to City Hall. Also through the partnership of the Sheboygan Volunteer Center we have had numerous corporate volunteers at the library from the Kohler Co. and other businesses.

MEAD PUBLIC LIBRARY FOUNDATION

BERNIE MARKEVITCH, PRESIDENT

The Mead Public Library Foundation's mission is: "To benefit the community by raising, managing, and distributing funds to enhance the services, collections, and facilities of the library and to increase public awareness of the library's needs and services."

Our Foundation is a tax-exempt organization that is dedicated to proving financial support to the Library. Generous contributions to the Foundation supplement, but do not replace, public funding. Contributions may be specifically designated and are not used for basic operating expenses of the Library.

The Foundation Board members continue to oversee the investment, management and distribution of its operating, investment, and income accounts. They strive to assure the Foundation investments benefit from active management of the monies for which the Foundation Board is responsible.

The Renaissance Society of the Mead Public Library Foundation has 316 memberships whose financial contributions support the Endowment fund. In 2013, nine household (16) new members joined the Renaissance Society. Renaissance Society members recognized as Patrons for cumulative gifts of \$25,000 and more are Ruth De Young Kohler, Dr. Jerome Maas, Dr. Roy G. Mersch, Barbara Schreiber, and Leone Schoen. Annually, Renaissance Society members are invited to the Foundation's Yuletide Gala. The event features fellowship, food, refreshments, and brief speeches to recognize its donors and the accomplishments of the organization. A new recognition display was installed on the first floor to honor Renaissance Society donors.

A restricted gift from the estate of Dr. Jerome Maas in 2004 established the Maas Endowment Fund. Dr. Maas requested earnings from the investment of his gift be used to

fund expansion of youth services at the Library. The balance of this fund at the end of 2013 was just over \$1.2 million. The Foundation Board committed \$14,000 from the Maas Income Fund for the renovation to complete the Children's Activity Center.

The balance of the Endowment Fund at the end of 2013 was \$1,360,800, including an additional \$6,735 that was received during the year. The Directors continue to ensure only the earnings from the investment of the monies are used to further the Foundation's mission. The Endowment Income Fund balance at the end of 2013 was \$50,841.

The Mead Public Library Foundation's Operating Account includes funds for basic operating expenses of the Foundation and funds restricted to designated purposes. The designated monetary gifts in 2013 totaled \$83,400, and this amount includes the annual Weill Charitable Fund donation of \$75,000 used as our Centennial Building project payment to the City of Sheboygan for the library's expansion during 1997. Another example of an Operating Account restricted donation was the Walter J. Heinrich Memorial restricted to buying books for the library, and supported with matching funds from Alliant Energy Foundation. The Mead Public Library Foundation's Operating Account had a year-end balance of \$60,936.

2013 Review of Accomplishments

Thank you to the generous donors to the Mead Public Library Foundation who support the library's facility, programs, collections, and technology initiatives. The following are a few successful effort by the members of the Mead Public Library Foundation Board:

"Brainfuse and Homework Help Center." A \$10,000 grant to the Foundation supports this program that is centered in the Maas Teen Learning Center. "Brainfuse" is an online program with live tutors. Mead also provides the services of an adult coach to assist teens in learning to use this service. Brainfuse also offers teens, and also adults, test preparation, homework help, writing assistance, computer skills, resume writing, preparing for general education degree, and U.S. citizenship tests.

Mead Children's Activity Room. The Foundation allocated \$14,000 to remodel the former Mead Room to a space created especially for children to express their creativity. The newly remodeled Children's Activity Room is suitable for children creating art and projects worthy of Mom and Dad to post on the family's refrigerator door.

"Sheboygan Reads." The Mead Public Library Foundation is the financial sponsor of our "Sheboygan Reads" program. The funding of \$7,000 was used to purchase books written by the featured author and by Jane Austen, movie licenses, stipends, program expenses, and publicity costs.

"Sheboygan Children's Book Festival." The Foundation, as one of many sponsors, contributed \$5,000 to the event which informed, educated, and entertained an estimated 5,500 people through events at Mead Public Library, the John Michael Kohler Arts Center, Bookworm Gardens, and through authors visiting schools.

"Acuity Cool Picks." For the eighth year, the Acuity Charitable Foundation, Inc., through

the Mead Public Library Foundation, sponsored the "Acuity Cool Picks" Summer Reading program targeting young adult reading development and retention. Local teens checked out nearly 10,000 items from the library during the program.

Bernard Markevitch continued his third term as President of the Foundation Board of Directors. Garrett Erickson began his service during June as the new Library Director and serves as secretary of the Foundation Board of Directors.

Directors and officers of the Foundation Board for 2013 were Bernard Markevitch, president; Kathie Norman, vice-president; Konrad Testwuide, treasurer; Eldon Bohrofen, assistant treasurer; Garrett Erickson, secretary; Judy Biederwolf, Barbara Gruber, William Holbrook, Eleanor Jung, Barbara Knauf, Carol Kolzow, Pat Mahlendorf, Sheri Murphy, and Maeve Quinn.

The dedication, service, and contributions of all Directors on the Foundation Board as well as our donors who advocate for the future of the Mead Public Library is appreciated.

FRIENDS OF MEAD PUBLIC LIBRARY

JUDY BIEDERWOLF, PRESIDENT

Membership in the Friends of Mead Public Library (FMPL) is an impressive 215 men and women dedicated to providing volunteer service hours, financial support, and advocacy on behalf of the library. Members of the Friends volunteered 1,984 service hours during 2013. New members to the organization are always welcome.

During 2013, the Friends welcomed Joan King and Judy Van Calligan as new members of the organization's Board of Directors.

The FMPL annual meeting was held on April 13, 2013 with approximately 45 members present. The following board members were elected to two-year terms expiring in 2015: Judy Biederwolf, Dodie Kolb, Nancy Lewis, Mary Mitch, Sharon Quicker, and Sarah Stoll.

Jim Carey, Sheboygan author, was the featured speaker, and he talked about his novel, "Echoes from Home." A social time and refreshments followed the meeting. A flower centerpiece created by Donna Mae Ringel was awarded as a door prize.

Friends 2013 Fund-raising and Donations

Each week between six and 14 volunteers report to the library to unpack, categorize, and price books that have been discarded by the library and books that have been donated by the public. Beginning in March 2013, Friends members staff the BookStore (on the first floor of the library) at various times to assist customers with their purchases. Annually, two to three multi-day book sales are held in the Rocca Meeting room and open to the general public. In addition, some books are sold through an online service. The 2013 totals are: BookStore, \$3,146; book sales, \$4,395; online sale, \$250.

Members of FMPL maintain the library's Art-o-Mat machine, a vintage cigarette vending machine that dispenses original works of art and jewelry for \$5. Mead library is one of only three Art-o-Mat locations in Wisconsin.

The ninth annual "Dinner with Friends" was a sold-out success, likely due to the after-dinner entertainment offered by John McGivern, an award-winning comedic storyteller. The event was held at Grace Episcopal Church. Bernie Markevitch takes the lead in planning and preparing the meal while members of the Friends help with food preparation and serving. Thank you to Bernie. We couldn't do this without his contribution of time and talent. The \$2,500 profit from this year's event will help fund public programs at Mead Library during 2014.

Members of the Friends again catered the Mead Public Library Foundation's Yuletide Gala, and used the \$1,000 profit from this event to benefit Mead Library.

A donation of \$1,500 was presented to Mead Public Library to purchase "a book to keep" for each child who read five hours in the Reading Club or Read-to-Me Club. An additional donation of \$160 was spent on bus rides for participants in the Summer Library Program.

Again this year, the Friends Board of Directors approved a donation of \$5,000 to the library for adult and children's programming. An additional \$1,850 was donated to purchase books for book discussion groups at the library.

A check for \$1,500 was presented to Mead Library to pay for the required license to show films at the library. Film programs are offered for children, teens and adults with the FMPL hosting the movies for adults throughout the year. Dodie Kolb, Audrey Kruger, and Marion Wheaton coordinate the Friends film programs.

Special Events

Donna Mae Ringel, Friends board member, coordinates a project during National Library Week in April to honor the staff at Mead Library. Each staff member receives a gift of chocolate from the Friends with a creative, fun message attached.

Members from the Friends volunteered at the Sheboygan Children's Book Festival which is held annually in October. Their volunteer assignments included reception at our information area, introducing authors before their presentations, and helping with authors' book sales.

The Friends also donate money for designated book purchases. Books were purchased for the library in honor of Pat Mahlendorf's service as president; in memory of Pat Hansen, former board member; in honor of Sharon Winkle, retiring library director; in honor of Delores Panzer, former board member; in memory of Dick Kunert, former library director; and in memory of Karen Mueller and Barbara Jung, for their service to the Friends. Bookplates to honor these individuals are placed in the library books.

In addition, as a tribute to Sarah Stoll, longtime board member and former treasurer, who died in 2013, the Friends purchased for the Landwehr Children's Library Center an "Imagination Station" in her memory.

On behalf of the Friends Board we must say a big thank you to all of our Friends members, and a special thank you to Helene Capizzi for all her work on our behalf as the liaison to the FMPL.

Pat Mueller, volunteer coordinator, was appointed by Library Director Garrett Erickson to be the Friends liaison effective January, 2014.

For information on volunteering at the library or to become a member of the Friends organization contact Pat Mueller, 459-3400, ext. 3411 or pat.mueller@meadpl.org.

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2013 (Unaudited)

2012 GENERAL OPERATIONS FUND BALANCE

Unreserved Fund Balance/Audit Adjustment	90,677.00
Automation Reserve	164,098.43
Air Conditioning Unit Reserve	11,745.00
Donations	79,198.28
Personal Svcs Reserve	82,737.48
Future Capital	188,136.30
STARR Contingency Fund	29,598.00
Encumbrances	4,518.24
General Liability Insurance Reserve	25,000.00

Total 2012 Fund Balance

675,708.73

2013 REVENUES

City Tax Appropriation	2,377,053.00
Library Generated Revenue	86,542.91
Contributions	90,737.05
ESLS - Sheboygan County	566,424.00
ESLS - Ozaukee County	10,374.00
Adj. County Reimbursements	45,313.55
LSTA - Grants	965.00
ESLS - Contracts	51,152.00
Inter-Transfer General Fund	29,687.04
Interfund-Everhard/Forrer	12,500.00

Total 2013 Revenues

3,270,748.55

TOTAL 2012 FUND BALANCE AND 2013 REVENUES

3,946,457.28

2013 EXPENSES

Personal Services	2,451,270.84
Contractual Services	291,638.06
Commodities	558,429.36
Other Expenses	19,504.71
Teen Center Building Project	18,494.66

★ **Total 2013 Expenses**

(3,339,337.63)

2013 GENERAL OPERATIONS FUND BALANCE

607,119.65

FUND BALANCE SUMMARY

2013 RESERVED ACCOUNTS

GASB 54 Reserve	383,627.73
Donations	102,012.24
General Liability Insurance Reserve	25,000.00
Total Reserved Accounts	510,639.97

2013 UNRESERVED FUND BALANCE

96,479.68

2013 GENERAL OPERATIONS FUND BALANCE

607,119.65

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2013 (Unaudited)

AUTOMATION PROJECT ACCOUNT 10081

2012 Balance & 2013 Revenues

2012 Balance	164,098.43	
2013 Revenues	<u>12,500.00</u>	<u>176,598.43</u>

2013 Automation Project Expenses

WIFI Controller Upgrades & Laptops	12,950.00	
Website Upgrade	<u>9,500.00</u>	<u>22,450.00</u>
2013 AUTOMATION PROJECT FUND BALANCE		* <u><u>154,148.43</u></u>

AIR CONDITIONING UNIT RESERVE

2012 Balance & 2013 Revenues

2012 Balance	11,745.00	
2013 Revenues	<u>0.00</u>	<u>11,745.00</u>

2013 Air Conditioning Unit Expenses

2013 Air Conditioning Unit Expenses	<u>0.00</u>	<u>0.00</u>
AIR CONDITIONING UNIT RESERVE		* <u><u>11,745.00</u></u>

DONATIONS TO 255 OPERATIONS ACCOUNTS

2012 Balance & 2013 Revenues

2012 Balance	79,198.28	
2013 Revenues	<u>90,737.05</u>	<u>169,935.33</u>

2013 Donation Expenses

Mead Public Library Activity Room	19,500.00	
Children's Festival, Tutoring Services, Cool Picks, Summer Library Program, Sheboygan Reads, Movie License, and Other Project Donations.	<u>48,423.09</u>	<u>67,923.09</u>

2013 DONATIONS TO 255 OPERATIONS ACCOUNTS

102,012.24

PERSONAL SERVICES RESERVE (Pension Liability)

2012 Balance & 2013 Revenues

2012 Balance	82,737.48	
2013 Revenues	<u>4,264.31</u>	<u>87,001.79</u>

2013 Personal Services Expenses

2013 Personal Services Expense	<u>87,001.79</u>	<u>87,001.79</u>
2013 PERSONAL SERVICES RESERVE		* <u><u>0.00</u></u>

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

GENERAL OPERATIONS 255 FUND

Fund Balance December 31, 2013 (Unaudited)

FUTURE CAPITAL FUND

2012 Balance & 2013 Revenues

2012 Balance	188,136.30	
2013 Revenues	<u>0.00</u>	<u>188,136.30</u>

2013 Future Capital Fund Expenses

2013 Future Capital Fund Expense	<u>0.00</u>	<u>0.00</u>
2013 PERSONAL SERVICES RESERVE		* <u><u>188,136.30</u></u>

STARR CONTINGENCY FUND

2012 Balance & 2013 Revenues

2012 Balance	29,598.00	
2013 Revenues	<u>0.00</u>	<u>29,598.00</u>

2013 Starr Contingency Fund

2013 Future Capital Fund Expense	<u>0.00</u>	<u>0.00</u>
----------------------------------	-------------	-------------

2013 STARR CONTINGENCY FUND		* <u><u>29,598.00</u></u>
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GENERAL LIABILITY INSURANCE RESERVE FUND 247700

2012 Balance & 2013 Revenues

2012 Balance	25,000.00	
2013 Revenues	<u>0.00</u>	<u>25,000.00</u>

2013 General Liability Insurance Reserve Fund Expenses

2013 General Liability Insurance Reserve Fund Expense	<u>0.00</u>	<u>0.00</u>
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2013 GENERAL LIABILITY INSURANCE RESERVE FUND 247700		<u><u>25,000.00</u></u>
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Note: * Fund reserves transferred to GASB 54 reserve.

Note: ★ Includes 2013 project cost transferred from project operating reserves.

MEAD PUBLIC LIBRARY - 2013 FINANCIAL REPORT

EVERHARD/FORRER 850 FUND

Fund Balance December 31, 2013

2012 EVERHARD/FORRER FUND BALANCE SUMMARY

Invested in State Pool	986,388.64	
Local Balance	18,789.74	
Accounts Receivable	0.00	
Accrued Interest	0.00	
Accounts Payable	0.00	
Deferred Expense	<u>0.00</u>	
Total 2012 Fund Balance		1,005,178.38

2013 REVENUES

Interest on Local Balance	0.00	
Interest on Investments	977.23	
Donations	<u>83,025.98</u>	
Total 2013 Revenues		<u>84,003.21</u>

TOTAL 2012 FUND BALANCE AND 2013 REVENUES

1,089,181.59

2013 EXPENSES & TRANSFERS

Programs	10,185.64
Inservice/Training/Travel	1,829.00
Interfund Exp.-Everhard/Forrer	12,500.00

TOTAL 2013 EXPENSES AND TRANSFERS

(24,514.64)

2013 EVERHARD/FORRER FUND BALANCE

1,064,666.95

FUND BALANCE SUMMARY

Invested in State Government Pool	987,365.87
Local Balance	<u>77,301.08</u>

2013 EVERHARD/FORRER FUND BALANCE

1,064,666.95



Annual 2013

Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Days open last year:	326	Hrs. open last year:	2955	Sundays Open last year:	28
Days open this year:	334	Hrs. open this year:	2973	Sundays open this year:	28
No. visits last year:	338,399	Hourly visits last year:	114.5		
No. visits this year:	316,764	Hourly visits this year:	106.5	Hourly visits this year:	-7.0%

	Adult		Young Adult		Juvenile		TOTAL	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Books-Fiction	124,257	118,022	25,260	19,340	118,272	118,551	267,789	255,913
Books - Nonfiction	125,938	115,412	2,976	2,458	80,566	74,695	209,480	192,565
Reference Books	10,433	10,385			265	88	10,698	10,473
Microfilm	5,635	3,836					5,635	3,836
Periodicals	51,798	41,954			2,463	1,579	54,261	43,533
Music/Educational (Tapes & CDs)	41,226	39,646			4,211	3,850	45,437	43,496
Audiobooks (Tapes & CDs)	22,877	20,692	368	272	3,113	2,898	26,358	23,862
Videocassettes/DVDs	194,762	188,984			49,638	47,319	244,400	236,303
Dorothy E Werner Database Collection							102,307	78,623
Library Web Page							460,650	407,868
Computer Public Workstations	0	0	0	0	7,846	8,031	7,846	8,031
Internet Public Workstations	52,105	45,116	16,922	12,233	12,689	10,184	81,716	67,533
Electronic Use	10,240	9,769					10,240	9,769
E-Content	17,983	27,395					17,983	27,395
E-Readers	135	57					135	57
Laptops	3,612	2,497	617	489	2	0	4,231	2,986
Other	52	51			816	604	868	655
TOTALS	661,053	623,816	46,143	34,792	279,881	267,799	1,550,034	1,412,898
+ or -		-37,237		-11,351		-12,082		-137,136
%		-5.6%		-24.6%		-4.3%		-8.8%
Hourly Average	223.7	209.8	15.6	11.7	94.7	90.1	524.5	475.2
Hourly %		-6.2%		-25.1%		-4.9%		-9.4%

Registration

	City	All Others	Total
Last Year:	32,474	10,823	43,297
This Year:	31,766	10,519	42,285



Annual 2013 Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Circulation

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	119,558	113,356	22,355	16,717	101,264	100,342	243,177	230,415
Books - Nonfiction	108,085	97,898	2,976	2,458	63,280	59,087	174,341	159,443
Reference Books								
Periodicals	20,670	16,787			1,903	1,327	22,573	18,114
Music/Educational (Tapes & CDs)	41,226	39,646			4,211	3,850	45,437	43,496
Audiobooks (Tapes & CDs)	22,877	20,692	368	272	3,113	2,898	26,358	23,862
Videocassettes/DVDs	194,762	188,984			49,638	47,319	244,400	236,303
E-Readers	135	57					135	57
Other	52	51			816	604	868	655
TOTALS	507,365	477,471	25,699	19,447	224,225	215,427	757,289	712,345
+ or -		-29,894		-6,252		-8,798		-44,944
%		-5.9%		-24.3%		-3.9%		-5.9%
Hourly Average	171.7	160.6	8.7	6.5	75.9	72.5	256.3	239.6
Hourly %		-6.5%		-24.8%		-4.5%		-6.5%

% of Circulation by Patron Type

	Adult	Young Adult	Juvenile	Staff	ILL	Establishments	Homebound	Deposit Collection
Last Year:	76.2	5.9	14.2	2.4	0.8	0.3	0.1	0.2
This Year:	77.3	5.2	13.9	2.4	0.9	0.2	0.1	0.2

In-House Usage

	Adult		Young Adult		Juvenile		TOTAL	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
Books-Fiction	4,699	4,666	2,905	2,623	17,008	18,209	24,612	25,498
Books - Nonfiction	17,853	17,514			17,286	15,608	35,139	33,122
Reference Books	10,433	10,385			265	88	10,698	10,473
Microfilm	5,635	3,836					5,635	3,836
Periodicals	31,128	25,167			560	252	31,688	25,419
Werner Database Collection							102,307	78,623
Library Web Page							460,650	407,868
Computer Public Workstations					7,846	7,826	7,846	7,826
Internet Public Workstations	52,105	45,116	16,922	12,233	12,689	10,184	81,716	67,533
Electronic Use	10,240	9,769					10,240	9,769
Laptops	3,612	2,497	617	489	2	0	4,231	2,986
Other								
TOTALS	135,705	118,950	20,444	15,345	55,656	52,167	774,762	672,953
+ or -		-16,755		-5,099		-3,489		-101,809
%		-12.3%		-24.9%		-6.3%		-13.1%
Hourly Average	45.9	40.0	6.9	5.2	18.8	17.5	262.2	226.4
Hourly %		-12.9%		-25.4%		-6.8%		-13.7%



Annual 2013 Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Service:

	Adult		Young Adult		Juvenile		Circ	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Reference	25,791	22,192	201	167	6,327	6,255	2,015	2,027
Other Requests	23,254	23,805	2,484	2,294	16,898	18,132	105,851	101,503
TOTALs	49,045	45,997	2,685	2,461	23,225	24,387	107,866	103,530
+ or -		-3,048		-224		1,162		-4,336
%		-6.2%		0.0%		5.0%		-4.0%
Hourly Average	16.6	15.5	0.0	0.8	7.9	8.2	36.5	34.8
Hourly %		-6.8%		0.0%		4.4%		-4.6%
Total Telecommunications	5,815	6,089	12	27	2,052	2,252	4,680	4,472
Tax Questions	149	196	0	0	0	0	858	1,146
Internet	3,330	4,721	0	6	620	695		

TOTAL

	Last	This
	Year	Year
Reference	34,334	30,641
Other Requests	148,487	145,734
TOTALs	182,821	176,375
+ or -		-6,446
%		-3.5%
Hourly Average	61.0	59.3
Hourly %		-2.7%
Total Telecommunications	12,559	12,840
Tax Questions	1,007	1,342
Internet	3,950	5,422

	Adult		Young Adult		Juvenile		TOTAL	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Story Hours					146	143	146	143
Story Hours Attendance					3,401	4,213	3,401	4,213
Classes	58	56	3	1	150	125	211	182
Classes Attendance	243	292	51	7	2,469	2,075	2,763	2,374
Browsing Classes/Groups	42	77			201	168	243	245
Browsing Classes/Groups Attendance	378	1,101			2,364	2,485	2,742	3,586
Tours	0	1	3	2	41	31	44	34
Tours Attendance	0	18	3	34	1,036	794	1,039	846
Programs	104	105	42	64	182	203	328	372
Programs Attendance	1,754	1,548	1,275	1,752	6,363	7,100	9,392	10,400
Deposit Collection Sites	19	17					19	17
Deposit Collection Items	1,120	1,144					1,120	1,144
Homebound Patrons	138	129					138	129
Homebound Items	720	647					720	647



Annual 2013
Circulation, Service, Collection Statistics
 710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Public Information

Number of Projects last year:	<u>507</u>	Number produced last year:	<u>77,971</u>
Number fo projects this year:	<u>450</u>	Number produced this year:	<u>76,806</u>
Digital Marketing contacts last year:	<u>7,459</u>		
Digital Marketing contacts this year:	<u>10,087</u>		

Information Technology

E-Mail

	Adult		Circulation		Juvenile		Administration		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
	Email	139	89	46	45	16	18	55	60	256	212

E-Resource Center Services

E-Content

	Books		Music		Audio Books		Videos		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year	Last Year	This Year
	E-Content	/	22,597	/	15	/	4,767	/	16	/	27,395

	Members		E-Mails	
	Last Year	This Year	Last Year	This Year
	Dear Reader	9,575	9,039	191,500	180,780

	Pages Accessed	
	Last Year	This Year
	Pathfinder	10,087	12,082

Interlibrary Loans Sent

	Intersystem ILLs		Intrasystem ILL's		Total	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
	Jan	6,207	6,158	101,053	92,623	107,260	98,781



Annual 2013
Circulation, Service, Collection Statistics
710 N 8th Street, Sheboygan, Wisconsin 53081-4563

MPL Web Site

Web Site Page Views last year: 460,650 Average per day last year: 1,262.05
Web Site Page Views this year: 407,868 Average per day this year: 1,114.39

	Visits		Page Views		Unique Page Views		Home Page	
	Last	This	Last	This	Last	This	Last	This
	Year	Year	Year	Year	Year	Year	Year	Year
Jan	288,470	243,351	460,650	407,868	277,325	330,237	254,532	227,955

Volunteer Hours

	Last	This
	Year	Year
	Jan		3343

Mending

Items Mended last year: 4,719
Items Mended this year: 3,933



2013 Annual

Circulation, Service, Collection Statistics

710 N 8th Street, Sheboygan, Wisconsin 53081-4563

Annual 2013

Circulation, Service, Collection Statistics

Collections

Collections	Adult		Young Adult		Juvenile		Total	
	<i>Last Year*</i>	<i>This Year</i>	<i>Last Year</i>	<i>This Year</i>	<i>Last Year</i>	<i>This Year</i>	<i>Last Year</i>	<i>This Year</i>
	Books	184,515	178,356	11,401	11,644	90,563	90,012	286,479	280,012
CD ROMs	36	18	0	0	415	5	451	23
CDs/CD BKS	13,351	14,151	256	273	2,160	2,326	15,767	16,750
Audiocassettes	0	0	0	0	0	0	0	0
DVDs	16,778	18,101	0	0	3,550	3,752	20,328	21,853
Videocassettes	856	854	0	0	1,169	1,067	2,025	1,921
Miscellaneous	10	18	0	0	48	39	58	57
Magazines	10,796	9,036	0	0	1,024	991	11,820	10,027
Maps	1,451	1,451	0	0	0	0	1,451	1,451
Pamphlets	9,140	9,157	0	0	0	0	9,140	9,157
Total	236,933	231,142	11,657	11,917	98,929	98,192	347,519	341,251

*Note:

	<i>Last Year</i>	<i>This Year</i>
Total items added:	25,231	25,627
Total items deleted	32,285	29,121

2013 Library Board of Trustees

President

Ms. Maeve Quinn

Vice President

Mr. Henry M. Nelson

Finance Officer

Mr. Dirk Zylman

Other Trustees

Ms. Chris Campe (appointed April 2013)

Ald. Darryl Carlson

Mrs. Dolcye Johnson

Ms. Kathie Norman

Mr. Kevin Sampson

Mrs. Marge Segalle

Mr. Chad Stauber Soik*

Ms. Martha Wortche

Ex Officio

Mr. Garrett Erickson, Library Director and Secretary

* Term expired without reappointment April 2013

VI

R. C. No. - 14 - 15. By LAW AND LICENSING. July 7, 2014.

Your Committee to whom was referred R. O. No. 43-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	9783 Bakewell, Brianna L.	2009A S. 14 th St.

Consent

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

R. O. No. 43 - 14 - 15. By CITY CLERK. May 19, 2014.

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

*Law & Rec
6/2/14 - grant all lic. (see back page)*

6/19/14 - deny Pinnow, grant Norling, Segovia, Kramer, Steinberg, Bakewell, Hampton, grant Sanders

Susan Richards
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0361	Beltran, Shae L.	3731 Main Ave.
0364	Cruz, Felipe (Club)	774 Pine St., Sheboygan Falls
0373	Flaig, Cierrah A.	815 Pleasant View Rd., Plymouth
0375	Gill, Harjinder S.	624 N. 7 th St., Oostburg
8163	Gill, Kiranpal K.	624 N. 7 th St., Oostburg
0365	Gonzalez, Brigitte A.	1334 Annie Ct.
0368	Herman, Felicia M.	2307 N. Taylor Dr.
5364	Hiebing, Suzanne M.	5537 Timberline Ln.
0362	Kasberger, Holly C.	244 Center Ave.
0387	Lubbers, David S.	1808 N. 2 nd St.
0389	Luna, Edgar	1606A N. 8 th St.
0374	Manning, Rebecca A.	4403 Primrose Ct.
0369	Moyer, Jessica H.	4057 Country Meadows Dr.
5641	Norling, Matthew L.	2332 Carmen Ave., #9E
0388	Pelzek, Tara M.	1826 N. 19 th St.
0376	Perleberg, Heather L.	1128 St. Clair Ave.
0370	Pinnow, Jeremy D.	508 N. 8 th St.
0357	Schultz, Laura K.	2903 Rammer Ct.
0372	Segovia, Nicole M.	2602 Wedemeyer St.
0386	Stahl, Jason D.	1526 N. 36 th St.
8541	Starr, Bradley	2322 S. 12 th St.
0363	Stuckmann, Carrie S.	4116 S. 12 th St.
0366	Tichy, Chanda M.	1826A Bell Ave.
9007	Wegner, Angela J.	1329 S. 23 rd St.
0371	Yang, Maximus P.	1624 N. 11 th St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7389	Altenberger, Jerald J. (Club)	2620 Wedemeyer St.
9737	Ames, Samuel D.	2323 S. 11 th St.
6743	Apel, Jay R.	1601 N. 8 th St., #C
5222	Ashburn, John S.	2720 S. 14 th St.
8571	Autiero, Lino	1307 S. 25 th St.
7407	Baird, Jerry E. (Club)	557 Upper Rd., Kohler
9783	Bakewell, Brianna L.	2009A S. 14 th St.
8717	Ballantine, Tina R.	1818 N. 10 th St.
7164	Bath, Sherry A.	2509 N. 28 th St.
8079	Batres, Edgar D.	2227 Terrace View Dr.
7447	Berg, William J.	1738 Playbird Rd.
8658	Bersch, Laurie B.	1533 Indiana Ave.
6709	Bonelli, Leo P.	2417 W. Koning Dr.
1114	Bower, Karen A.	N6508 W Cty Rd A, Greenbush
1134	Brock, Joann M.	705 N. 38 th St.
7820	Burns, Taylor L.	1025 Superior Ave.
9713	Dalhoff, Christopher M.	1703 Illinois Ave., #205
6458	Daun, Duane R.	4512 White Oak Ln.
2574	Dietz, Jean M.	721 Geele Ave.
9706	Dolson, Bailey E.	531 S. 8 th St.
7926	Eigenberger, Sheila L.	2208 S. 12 th St.
8870	Felde, Connie G.	N2498 Saux Trl Rd., Oostburg
9797	Fredricks, Amanda M.	1813 Camelot Blvd.
9787	Freyberg, Matt R.	2026 Folger Ct.
8681	Godeman, Heather M.	1531 S. 13 th St.
1390	Goetsch, Cynthia M.	1622 S. 8 th St.
2672	Grabner, Thomas A. (Club)	1706 Grams Ct.
8941	Grovogel, Dale A. (Club)	1827 N. 20 th St.
7112	Gutschow, Tyson R.	4881 Dennwood Dr.
3679	Hajenga, Gail J.	2606 S. 7 th St.
9695	Hasenberg, David L.	119 N. Lar Ann St., Belgium
9648	Hawkins, Tanner D.	2010 S. 25 th St.
9572	Helmke, Christopher M.	2339 Skyline Dr.
8201	Hemenway, Kenneth R.	1408 N. 28 th St.
2872	Hendrikse, Larry A.	1416 Logan Ave.
6387	Hiebing, Robert F.	5537 Timberline Ln.
6635	Hoffmann, Laura M.	1515 N. 7 th St.
8915	Hoffmann, Vici L.	W2939 Warbler Ln., Sheb. Falls
7409	Husa, Darrel F. (Club)	1934 N. 6 th St.
4041	Jenkins, Brian J.	1634 S. 20 th St.
1574	Johnston, Janet	1628 S. 19 th St.
2073	Kappellen, Sandra J.	1633 Indiana Ave.
6708	Kidd, Larschelby E.	916A Mayflower Ave., #3

7872 Kinyon, Kirt D.	724 N. 15 th St.
9623 Klumb, Jennifer J.	2432 N. 8 th St.
1649 Knaak Jr., William A.	1342 Winter Ct.
5763 Kohler, William R.	531 Clifton Ave.
6080 Kohls, Steven P. (Club)	4030 N. 29 th St.
8875 Kramer, Renee A.	2526 Mandy Circle
7090 Kraus, Steven R.	1640 S. 17 th St.
5924 Lehman, Tarrie L.	709 Spring Ave.
8190 Lilge, Courtney M.	3024 N. 9 th St., Apt. 1
5724 Limberg, Molly A.	324 Smith St., Plymouth
8916 Lukonen, Tina M.	1805 N. 11 th St.
7400 MacDonald, Jason T.	2431 N. 29 th St.
1194 Manier, Cherie L.	2404 N. 22 nd St.
7941 Maurer, Dale L.	2917 S. 15 th St.
2710 McDaniel, Chantelle L.	1418 Ontario Ave.
8878 McDonald, Brittany J.	1746 Camelot Blvd.
4191 Medina, Jose L.	1413 Logan Ave.
3376 Methfessel, Terrence J.	3004 S. 18 th St.
3365 Meyer, Wendy K.	1209 Humboldt Ave.
7946 Mikulice, Christian M.	1424 S. 20 th St.
9667 Millan, Christina M.	2722 N. 10 th St., #104
7140 Miller, Joan	1909 Mead Ave.
1911 Nickel, Kathleen A.	808 S. 16 th St.
1913 Niesing, Mary M.	618A N. 9 th St.
2352 Orvis, Parmalee	1821 S. 12 th St.
6661 Pearson, Lisa Marie	1122 S. 19 th St.
3359 Petermann, Richard J.	4408 White Oak Ln.
3731 Reinke, Steven G.	2228 S. 8 th St.
5050 Richter, Koren L.	1823 Cambridge Ave.
9025 Rigsby, Joseph W.	2608 Camelot Blvd.
9828 Rosenthal, Sarah N.	924 Wisconsin St., Adell
9621 Scharrer-Quasius, Cindy T.	4217 S. 12 th St.
6247 Schneider, Lisa M.	2713 S. 11 th Pl.
9898 Seipel, Andrew W.	20 Winnebago Pl.
2181 Snow, Theresa M.	934B Geele Ave.
7309 Sonneman, Duwaine A. (Club)	W6554 St Rd 28, Cascade
9913 Steinberg, Rebecca M.	3622 Superior Ave., #J12
8315 Stewart, Brittany E.	1624 Superior Ave.
7318 Strean, Charles E. (Club)	4136 North Field Dr.
2736 Teetzen, Bradley R.	307 Riverhills Dr., Sheb. Falls
5175 Tewelis, Nancy G.	3705 Sheridan Ave., Apt. F4
9822 Wahlstrom, Joshua M.	926 Alabama Ave.
7319 Webb, Sandra L.	1911 S. 24 th St.
7319 Weimer, Thomas J. (Club)	1127 Bell Ave.
9566 Western, Amy J.	3231 S. 10 th St.
6373 Widra, Kerri Ann	20 Winnebago Pl.
9627 Wilke, Glenn J. (Club)	4022 Hazelnut Ct.

6707	Wise, Scott W.	1424 S. 24 th St.
8868	Yankunas, Barbara J.	629 E Jefferson Ave., Cleveland
8028	Ziegelbauer, Robert J. (Club)	N8540 Lakeshore Rd.

TAXICAB DRIVER LICENSE (June 30, 2015)NEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
0377	Hampton, Renee A.	1950 N. 9 th St.
0379	Hernandez, Christina L.	1326 N. 12 th St.
0378	Montanez, Edward James	1905 Park Ave.
7368	Sanders, Tom J.	2120 Milz Ave.

TAXICAB DRIVER LICENS (June 30, 2015)RENEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
7348	Castro Jr., Mauro	611 S. 15 th St.
9554	Champeau, Joseph P.	1821 S. 15 th St.
5224	Gaumer, Michael B.	2127 N. 10 th St.
9714	Gering, Kevin W.	2406 Main Ave.
5170	Gilbertson, Stephen J.	1216 N. 29 th St.
8112	Gohr, Trevor M.	4213 Autumn Ct.
6725	Harrison, Renee H.	219 E 1 st St., Waldo
7701	Mohr, Charles T.	1270 Meadowbrook Dr. #6, Cleveland
6913	Rios, Ricardo	1731A Calumet Dr.
6948	Schneider, Gordon J.	2223 S. 7 th St.
9341	Weber, Jeffrey D.	2313 Hillshire Dr., 3A
2744	Wills, Elaine K.	1506 N. 22 nd St.
9351	Yera, Javier F.	1127 N. 8 th St.

Recommendations from L&H.

L&L - 5-27-14 -

RECOMMENDED GRANTING ALL LICENSES WITH THE FOLLOWING EXCEPTIONS:

AMEND THE R.O. TO PROVIDE THAT THE EXPIRATION DATE FOR THE **NEW** TAXICAB OPERATOR LICENSE APPS. IS DECEMBER 31, 2014. ✓

AMEND THE R.O. TO PROVIDE THAT THE EXPIRATION DATE FOR THE **RENEWAL** TAXICAB OPERATOR LICENSE APPS. IS DECEMBER 31, 2015. **HOLD ALL OF THESE RENEWALS UNTIL OCTOBER 2014.** ✓

CALL-INS TO THE NEXT L&L MEETING: BEV. OP. LIC. APP. **[NEW]** NOS. 5641 (MATTHEW L. NORLING), 0370 (JEREMY D. PINNOW), 0372 (NICOLE M. SEGOVIA), 0366 (CHANDA M. TICHÝ); BEV. OP. LIC. APP. **[RENEWAL]** NOS. 9783 (BRIANNA L. BAKEWELL), 7820 (TAYLOR L. BURNS), 8875 (RENEE A. KRAMER), 9913 (REBECCA M. STEINBERG), 8315 (BRITTANY E. STEWART); TAXICAB OP. LIC. APP. **[NEW]** NOS. 0377 (RENEE A. HAMPTON), 7368 (TOM J. SANDERS).

GRANT CONTINGENT UPON THE APPLICATION BEING CORRECTED, AND WITH A WARNING TO INCLUDE ALL VIOLATIONS ON FUTURE APPLICATIONS: BEV. OP. LIC. APP. **[NEW]** NOS. 8163 (KIRANPAL K. GILL), 9007 (ANGELA J. WEGNER); BEV. OP. LIC. APP. **[RENEWAL]** NOS.: 9737 (SAMUEL D. AMES), 9706 (BAILEY E. DOLSON), 8681 (HEATHER M. GODEMAN), 2672-CLUB (THOMAS A. GRABNER).

R. O. No. 43 - 14 - 15. By CITY CLERK. May 19, 2014.

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

VI

R. C. No. - 14 - 15. By FINANCE. July 7, 2014.

Your Committee to whom was referred R. O. No. 51-14-15 by the City Clerk submitting a claim from Farmers Insurance on behalf of Bryan Knez for alleged damages to his vehicle; recommends that the document be placed on file and to pay the claim in the amount of \$857.96.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

5.1

R. O. No. 51 - 14 - 15. By CITY CLERK. June 2, 2014.

Submitting a claim from Farmers Insurance on behalf of Bryan Knez for alleged damages to his vehicle.

Finance
96.
857.
pay

Susan Richards

City Clerk

MAY 28 '14 AM 11:15



FARMERSSM INSURANCE

Toll Free: (800) 435-7764
Send all correspondence to:
Email: claimsdocuments@hpcs.com
National Document Center
P.O. Box 268992
Oklahoma City, OK 73126-8992
Fax: (877) 217-1389

05/20/2014

City Clerk- Linda Schreoder
828 Center Ave # 100
Sheboygan, WI 53081

Re: Our Insured:	Bryan Knez
Our Claim #:	099 SUB 3000437146-1
Date of Loss:	02/28/2014
Your Insured:	Brandon Keyhoe
Your Claim #:	
Deductible Amount:	\$500.00
Loss of Use Amount:	\$0.00
Rental Amount:	\$0.00
Total Amount Owed:	\$857.96

Dear City Clerk- Linda Schreoder:

Our investigation has established that the above loss was caused by your negligence or someone employed by you. It has been determined that you are responsible for all or part of the material damage, bodily injury, property damage, medical, and/or related expense payments paid on our insured's behalf. The current amount we have paid on our insured's behalf may increase or decrease due to additional bodily injury, property damage, medical and/or other related expense payments. The amount for which we are seeking reimbursement is \$857.96.

You have the right to dispute any or all of our claim. If you do not dispute it within seven (7) days of receiving this letter, Mid-Century Insurance Company will assume that it is valid. You have a right to receive copies of documents verifying our right to claim reimbursement from you of the amount we have paid on behalf of our insured. If you would like copies of these documents please let me know.

Be advised that no partial payment, which is less than the full amount, will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you.

If you need additional support for our claim or require further information, please call me at 302-416-8740 with your FAX number so that the requested information can be sent to you.

Please send payment to:

National Document Center
PO Box 268992
Oklahoma City, Ok 73126

Sincerely,

A handwritten signature in cursive script that reads "Melissa Barone".

Melissa Barone
Auto Subrogation Representative
Mid-Century Insurance Company
302-416-8740
melissa.barone@farmersinsurance.com

DATE RECEIVED 5-28-14

RECEIVED BY JS Schroeder

CLAIM NO. 6-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 28 '14 AM 11:15

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Mid-Century Insurance Company A/S/O Bryan Knez
2. Home address of Claimant: 703 N 10th St
3. Home phone number: 715-05-2240
4. Business address and phone number of Claimant: PO Box 268994 Oklahoma City, OK 73126
5. When did damage or injury occur? (date, time of day) 02/28/2014 @ 11:00 PM
6. Where did damage or injury occur? (give full description) 1315 N 23rd St., Sheyboygan, WI
7. How did damage or injury occur? (give full description) The driver of your vehicle struck my insured's parked vehicle.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: Brandon Keyhoe
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____
10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

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

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

Auto: _____ \$ 857.96

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 857.96

Damaged vehicle (if applicable)

Make: Dodge Model: Ram Year: 2009 Mileage: 65235

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT  Also Bryan Kne DATE 5/20/14
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

5/28/14

CLAIM 6-14

LS Schroeder

MAY 28 '14 AM 11:15

Claimant's Name: _____	Auto	\$ 857.96
Claimant's Address: PO Box 268992 _____	Property	\$ _____
Oklahoma City, OK 73126 _____	Personal Injury	\$ _____
Claimant's Phone No. 302-416-8740 _____	Other (Specify below)	\$ _____
	TOTAL	\$ 857.96

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 \$ 857.96.

SIGNED [Signature] Also Bryan Knez DATE: 5/28/14

ADDRESS: PO Box 268994
Oklahoma City OK 73126

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Payments

Unit Number	Element Type	Date Paid	Payment Class	Requested Amount Total	Check Status	Selected	Expense Account	Reserve Type	Created	Updated	Total Payments
3000437146-1-2	MD		Material Damage	\$357.96	Printed/Validated		Indemnity		5/1/2014 04:46:38 PM	5/2/2014 12:13:36 PM	

Mid-Century Insurance Company
 FOR SUPPLEMENT, PLEASE VISIT - WWW.THESHOPOFCHOICE.COM/FARMERS
EMS Estimate

Estimate Identification

Estimate ID: 7E01B569-42C8-425C-9666-43CAAEEC18E9 Revision Date: 5/1/2014 3:47:54 PM
 Claim Number: 3000437146-1-2 Revision Author: Billingsley, Mary

Owner Information

Owner: BRYAN KNEZ Phone 1: Phone 2:

Repair Facility Insurance Company

Name: Sheboygan Chev/Buick/GMC/Cad Name: Mid-Century Insurance Company
 3400 SOUTH BUSINESS DRIVE Billingsley, Mary
 SHEBOYGAN, WI 53081- mary.billingsley@hpcs.com
 (920) 459-6855 FAX: (920) 459-6286 (913) 827-5191

Vehicle Information

Vehicle: 09 Dodge Ram 150/1500 License #: JT4342
 VIN: 1D3HV13TX9S795292 License State: WI
 Body Color: DETONATOR YELLOW Mileage: 65235

Options: Anti-Lock Brakes, Air Conditioning, Automatic Dimming Mirror, Auto Headlamp Control, Auto Locking Hubs (4WD), Bucket Seats, Cruise Control, Chromed Alloy Wheels, Chrome Grille, Center Console, Dual Airbags, Heated Power Mirrors, Power Drivers Seat, Electronic Transfer Case, Floor Mats, Fog Lights, Full Size Spare Tire, Garage Door Opener, Head Airbags, Halogen Headlights, Heavy Duty Suspension, AM/FM In-dash CD Changer, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Limited Slip Differential, Lighted Entry System, Larger Capacity Fuel Tnk, Leather Steering Wheel, Security Alarm System, MP3 Player, Overhead Console, Power Brakes, Pwr Driver Lumbar Supp, Power Door Locks, Privacy Glass, Power Steering, Pwr Sliding Rear Window, Power Sunroof, Power Windows, Power Adjustable Pedals, Remote Starter, Rear Step Bumper, Rear View Camera, Stability Cntrl Suspensn, Split Folding Rear Seat, Sirius Satellite Radio, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tinted Glass, Camper/Towing Package, Trailer Hitch, Tilt Steering Wheel, Upgraded/Addl Speakers, Velour/Cloth Seats

Estimate Line Detail

Line	Oper	Line Description	Part				Labor		Misc/Sub
			Description	Type	Qty	Price	Hours	Type	
1	Add Lbr	Front Bumper Cover R&I	ADDTL LABOR	Other	1		0.5	BDY	
2	Repair	Cover,Front Bumper	REPAIR	Other	1		2.0 *	BDY	
3	Refin	Cover,Front Bumper	Refinish	Other	1		3.8	REF	
4	Rem/Rep	Bulb,Front Fog Lamp LT	ECONOMY PART	AftMkt	1	21.00 *		BDY	
5	Repair	Fender,Front LT	REPAIR	Other	1		0.5 *	BDY	
6	Refin	Fender,Front LT	Refinish	Other	1		2.5 *	REF	
7	Rem/Ins	Nameplate,Fender LT	R&I ASSEMBLY	Other	1		0.2	BDY	
8	Refin	Cover Car Exterior	Refinish	Other	1	5.00 *		BDY	
9	Sublet	Hazardous Waste			1	3.00 *		REF	\$3.00
10	Refin	Corrosion,Protection	Refinish	Other	1	3.50 *	0.1 *	BDY	
11	Refin	Flex Additive	Refinish	Other	1	6.00 *		BDY	
12	Repair	RETAPE NAMEPLATE		Other	1		0.2 *	BDY	

Estimate Totals

Labor Tax Rate:	5%	Parts:	\$38.50
Parts Tax Rate:	5%	Labor:	\$548.80
Shop Materials:	\$0.00	Miscellaneous Total:	\$3.00
Towing:	\$0.00	Paint Materials @ \$36.00/hr:	\$226.80
Storage:	\$0.00	Towing,Storage,Supplies:	\$0.00
Paint Material Adjustment:	\$0.00		
Tax Tiers Used:	No	Summary Total:	\$817.10
		+Tax:	\$40.86
		+Appearance Allowance:	\$0.00
		-Deductible:	\$500.00
		-Related Prior Damage:	\$0.00
			=====
		Net Total Amount:	\$357.96

Labor Summary

Body: 3.5 hrs @ \$56.00/hr \$196.00
 Refinish: 6.3 hrs @ \$56.00/hr \$352.80

Part Sources

Additional Information

 Any person who knowingly presents a false or fraudulent insurance claim for the payment of a loss may be guilty of a crime and may be

subject to fines and confinement in state prison.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF A MOTOR VEHICLE CRASH PART NOT MADE BY THE ORIGINAL EQUIPMENT MANUFACTURER. THE USE OF A MOTOR VEHICLE CRASH PART NOT MADE BY THE ORIGINAL EQUIPMENT MANUFACTURER MAY INVALIDATE ANY REMAINING WARRANTIES OF THE ORIGINAL EQUIPMENT MANUFACTURER ON THAT MOTOR VEHICLE PART. THE PERSON WHO PREPARED THIS ESTIMATE WILL PROVIDE A COPY OF THE PART WARRANTY FOR CRASH PARTS NOT MADE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR COMPARISON PURPOSES.

NO PAYMENT FOR A SUPPLEMENT WILL BE APPROVED OR ISSUED UNLESS THE REPAIRS WERE AUTHORIZED PRIOR TO COMPLETING THE SUPPLEMENTAL REPAIRS. TO EXPEDITE THE HANDLING OF ANY SUPPLEMENTAL DAMAGES, PLEASE ACCESS [HTTP://WWW.THESHOPOFCHOICE.COM/FARMERS](http://WWW.THESHOPOFCHOICE.COM/FARMERS). IF YOU NEED TECHNICAL ASSISTANCE REGISTERING OR UPLOADING ATTACHMENTS, CONTACT NUGEN IT CUSTOMER SUPPORT AT (913) 754 - 5250 BETWEEN 7 AM AND 7 PM CENTRAL TIME. POTENTIALLY, A REINSPECTION MAY BE NECESSARY.

QUALITY REPLACEMENT PARTS WARRANTY

OUR REPAIR ESTIMATE MAY SPECIFY THE USE OF QUALITY REPLACEMENT PARTS, QUALITY REPLACEMENT PARTS ARE PARTS NOT MANUFACTURED BY OR FOR THE ORIGINAL EQUIPEMENT MANUFACTURER. WE WILL STAND BEHIND THE QUALITY REPLACEMENT PARTS THAT ARE SPECIFIED ON THIS ESTIMATE AND USED IN THE REPAIR OF YOUR VEHICLE, FOR AS LONG AS YOU OWN/LEASE THE VEHICLE. WE WARRANT THESE PARTS ARE OF LIKE KIND, QUALITY, SAFETY, FIT AND PERFORMANCE TO PARTS MANUFACTURED BY OR FOR THE ORIGINAL EQUIPMENT MANUFACTURER. THIS WARRANTY EXCLUSIVELY COVERS LOSS OR DAMAGE THAT IS RELATED TO DEFECTS IN THE QUALITY REPLACEMENT PART. THIS WARRANTY DOES NOT COVER DAMAGE THAT IS RELATED TO DEFECTS IN THE QUALITY REPLACEMENT PART. THIS WARRANTY DOES NOT COVER DAMAGE OR PART FAILURE DUE TO IMPROPER INSTALLATION, MISUSE, NEGLIGENCE, ABUSE, IMPROPER MAINTENANCE, ABNORMAL OPERATION, OR NORMAL WEAR & TEAR.

SHOULD A SUPPLIER OF A PART SPECIFIED IN OUR REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, WE WILL MAKE EVERY EFFORT TO SEE THAT THE PROBLEM IS CORRECTED. THIS WARRANTY AND ANY REPRESENTATIONS MADE HEREIN ARE NON-TRANSFERABLE AND EXTEND ONLY TO THE PARTY OWNING/LEASING THE VEHICLE AT THE TIME OF THE REPAIR.

FOR ASSISTANCE, PLEASE CONTACT THE NEAREST HELPPPOINT CLAIM SERVICES OFFICE.

The labor and tax rates used were determined by the vehicle inspection location unless the repair facility was known at the time of the inspection or another location was specified before the estimate was prepared.

IF THE ABOVE ESTIMATE INCLUDES A NAPA PART PRICE, THE REPAIR FACILITY MUST COMPLETE A ONE-TIME SET UP WITH THEIR LOCAL NAPA RETAILER IN ORDER TO RECEIVE THE SPECIAL " FARMERS PREFERRED PARTS PROGRAM" PRICING. TO ACCOMPLISH SET UP, CONTACT YOUR LOCAL NAPA RETAILER AND ASK THEM TO INSERT BILLING CODE NUMBER 9066 INTO YOUR CUSTOMER BILLING PROFILE. THE 9066 CODE WILL ENABLE YOUR REPAIR FACILITY TO RECEIVE SPECIAL PRICING ON ALL NAPA PARTS AND/OR SUPPLIES PURCHASED. IF YOU DO NOT ALREADY HAVE A LOCAL NAPA RETAILER ACCOUNT, PLEASE CALL 1-800-LET-NAPA FOR YOUR NEAREST NAPA LOCATION.

THIS IS NOT AN AUTHORIZATION TO REPAIR.

TO ENSURE REPAIRS WILL BE COMPLETED BASED ON THIS ESTIMATE, PLEASE PROVIDE A COPY TO THE REPAIR FACILITY PRIOR TO AUTHORIZING REPAIRS. FAILURE TO DO SO MAY RESULT IN YOU BECOMING RESPONSIBLE FOR PAYING UNAPPROVED EXPENSES.

VI

R. C. No. - 14 - 15. By FINANCE. July 7, 2014.

Your Committee to whom was referred R. O. No. 74-14-15 by the City Clerk submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car; recommends that the document be placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

3.4

R. O. No. 74 - 12 - 13. By CITY CLERK. July 2, 2012.

Submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

Finance
new C.C.

File

Susan Richards

City Clerk

III

17

17

James H. [unclear]

DATE RECEIVED 6/20/2012

Long

RECEIVED BY Rebecca Tamara

CLAIM NO. 14-00228480 7-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: UNITED AUTO PARTS LLC
- 2. Home address of Claimant: N/A
- 3. Home phone number: N/A
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 3/15/2012 10:37AM

6. Where did damage or injury occur? (give full description) Hit while parked Accident

7. How did damage or injury occur? (give full description) our Insured Vehicle was parked and was hit by Sheyboygan city worker

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: C12-05065 (Sheyboygan Police)

(b) Claimant's statement of the basis of such liability: N/A

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

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

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

No Injuries

11. Name and address of any other person injured: No

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

Auto: \$ 204.13

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) deductible \$ 500.00

TOTAL \$ 704.13

Damaged vehicle (if applicable)

Make: CHEVY Model: SONIC Year: 2012 Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: _____

No

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

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

City of Sheyboyan
driver: Brian Sandberg
1609 Parknoll Ln
Port Washington
WI 53074

SIGNATURE OF CLAIMANT _____ DATE _____

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

DATE RECEIVED 6/20/2012

RECEIVED BY Rebeka Tawaleg

CLAIM NO. 1400828480

CLAIM

Claimant's Name:	<u>United Auto Parts LLC</u>	Auto	\$ <u>204.13</u>
Claimant's Address:	<u>N/A</u>	Property	\$ _____
	<u>N/A</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>N/A</u>	Other (Specify below)	\$ <u>500.00 deduct</u>
			TOTAL \$ <u>704.13</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 704.13.

SIGNED Rebeka S Tawaleg DATE: 6/20/2012

ADDRESS: The Hanover Insurance Claims Only
P.O. BOX 15149 Worcester Ma 01615-0145

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



Unsaved Work | [Help](#) | [About](#)

Go to (All+): Go

[Desktop](#)

[Search](#)

[Address Book](#)

[Claim \(14-00828480\)](#)

[Vacation](#)

● | Pol: AW1-3168958-03 | Ins: UNITED AUTO PARTS LLC | DoL: 03/15/2012 | St: Open | Adj: F
Unit Mgr: Mark Moretti)

[Actions](#)

[Summary](#)

[Workplan](#)

[Loss Details](#)

[Exposures](#)

[Parties Involved](#)

[Policy](#)

[Financials](#)

[Notes](#)

[Documents](#)

[Plan of Action](#)

[Subrogation](#)

[Litigation](#)

[History](#)

[FNOL Snapshot](#)

[Calendar](#)

proof of payments

Check Details (Up to Financials (Total Incurred: \$204.13): Checks)
Summary Transactions Checks Financial Audit

Void/Stop

Check		Mr
Check Number	05490189	Re
Bank Code		Mr
In Payment Of	Appraised damages, less \$500 deductible	
	Robert's Rusch Autobody	Pa
Pay To The Order Of	AND UNITED AUTO PARTS LLC	Ch
	1129 Indiana Ave	Tr
	Sheboygan, WI 53081	HC
Primary Payee Name	Robert's Rusch Autobody	Re
Joint Payee Name	UNITED AUTO PARTS LLC	Pr
Primary Payee Type	Vendor	Pr
Joint Payee Type	Named Insured	WI
Payee Tax ID	39-0829344	Ch
Address	1129 Indiana Ave	Cr
City	Sheboygan	Po
State	WI	Vc
Zip	53081	Re
Net Amount	\$204.13	De
		To

Deduction Details		No
Gross Amount	\$204.13	
Deductions	Deduction TypeCommentsAmount	
	Sum:	
Details		Ap
Claimant	UNITED AUTO PARTS LLC	Da
Invoice Number		
Date of Service		
Service Description		
Payments		
Pmt Type	Check AmountRequest DateScheduled Send DateExposurePMS F	
Final	\$204.1304/16/2012 04/16/2012	1 01

1-8-5-7-8-1



The Hanover Insurance Company
Citizens Insurance Company of America

Subrogation Unit
PO Box 15149
Worcester MA 01615-0149
Telephone: 800-628-0250 Ext: 5817
Fax Number: 508-926-5660

2128

May 11, 2012

CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN WI 53081

Re: Our Insured: UNITED AUTO PARTS LLC
Claim Number: 14-00828480 001
Date of Loss: 03/15/2012
Your Insured: City of Sheboygan
Your File Number: self insured

Dear Sir or Madam:

Our investigation indicated the above incident was caused by the negligence of your insured.

Enclosed are subrogation papers documenting our request for reimbursement of the following outlined payments:

Our Payment:	204.13
Deductible:	500.00
Total Claim:	704.13

Mar 15, 2012

Please forward your payment in the amount of \$704.13.

RSTANACEA@Hanover.com

Thank you for your cooperation in this matter.

Sincerely,

Rebeka Tanacea

Rebeka Tanacea
Recovery Specialist
Allmerica Financial Benefit Insurance Company
5817

RSTANACEA@hanover.com

Enclosures: **Appraisal/Estimate**

RECEIVED MAY 24 2012

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, ~~DAVE STEBEL~~ *Ryan Sgarzi*
Page 1 of 6

Fraud Warning Statement for all States (except as individually listed below):

Any person who knowingly presents a false, incomplete, misleading or fraudulent claim, conceals any material fact to deceive an insurance company, knowingly presents false information in an application for insurance, or assists to commit a fraud, may be subject to criminal and civil penalties.

Fraud Warning Statement for the State of Arkansas only:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning Statement for the State of Colorado only:

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Fraud Warning Statement for the District of Columbia only:

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Fraud Warning Statement for the State of Florida only:

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Fraud Warning Statement for the State of Indiana only:

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Fraud Warning Statement for the State of Kentucky only:

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Fraud Warning Statement for State of Maine only:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Fraud Warning Statement for State of Maryland only:

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning Statement for State of New Hampshire only:

Any person who with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Fraud Warning Statement for State of New Jersey only:

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Fraud Warning Statement for State of North Carolina and Tennessee only:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Warning Statement for the State of Ohio only:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Fraud Warning Statement for State of Virginia only:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

04/16/2012 AT 01:51 PM
103229

14-00-828480-1-1
27NH4190

THE HANOVER INSURANCE GROUP
CENTRAL CLAIM CENTER
808 HIGHLANDER WAY
HOWELL, MI 48843
(800)628-0250X3287

ESTIMATE OF RECORD

WRITTEN BY: JENNIFER ROBERTSON 04/16/2012 01:51 PM
ADJUSTER: HILARY COPELAND (800)628-0250X6731

INSURED: UNITED AUTO PARTS LLC, CLAIM #14-00-828480-1-1
OWNER: UNITED AUTO PARTS LLC, POLICY #AW13168958
ADDRESS: 36 THIRD STREET DATE OF LOSS: 03/15/2012 AT 10:37 AM
FOND DU LAC, WI 54935 TYPE OF LOSS: COLLISION
BUSINESS: (920)923-7111 POINT OF IMPACT: 7. LEFT REAR

INSPECT PR NON_DRIVE_IN
LOCATION:

REPAIR ROBERT RUSCH BUSINESS: (920)452-8681
FACILITY: 1129 INDIANA AVE DAYS TO REPAIR
SHEBOYGAN, WI 53081 LICENSE #

2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:
VIN: 1G1JA6SH8C4113935 LIC: UNK WI PROD DATE: ODOMETER: UNK
AIR CONDITIONING REAR DEFOGGER TILT WHEEL
TELESCOPIC WHEEL INTERMITTENT WIPERS KEYLESS ENTRY
REAR WINDOW WIPER ALARM MESSAGE CENTER
TINTED GLASS DUAL MIRRORS TRACTION CONTROL
STABILITY CONTROL REAR SPOILER CLEAR COAT PAINT
POWER STEERING POWER BRAKES POWER LOCKS
AM RADIO FM RADIO STEREO
SEARCH/SEEK EQUALIZER AUXILIARY AUDIO CONNECTIO
ANTI-LOCK BRAKES (4) DRIVER AIR BAG PASSENGER AIR BAG
HEAD/CURTAIN AIR BAGS FRONT SIDE IMPACT AIR BAG REAR SIDE IMPACT AIR BAGS
COMMUNICATIONS SYSTEM CLOTH SEATS BUCKET SEATS
AUTOMATIC TRANSMISSION ALUMINUM/ALLOY WHEELS

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1#		NO SUPPLEMENTS WITHOUT PRIOR APPROVAL FROM JEN ROBERTSON	1				
2#							
3		PILLARS, ROCKER & FLOOR					
4*	BLND	LT UNISIDE ASSY (STL) (SAIL PANEL)	*		S		0.8*
5		REAR DOOR					
6	BLND	LT OUTER PANEL (STL)					1.1
7	R&I	LT BELT W'STRIP W/O CHROME				0.2	
8	R&I	LT RUN W'STRIP				0.2	
9	R&I	LT HANDLE, OUTSIDE				0.4	
10		QUARTER PANEL					

04/16/2012 AT 01:51 PM
103229

14-00-828480-1-1
27NH4190

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
11	R&I	LT UPPER QTR TRIM				0.2	
12*	RPR	LT QUARTER PANEL				3.0*	2.6*
13		REAR LAMPS					
14	R&I	LT TAIL LAMP ASSY				0.4	
15		REAR BUMPER					
16*	R&I	R&I BUMPER COVER (DROP LEFT SIDE)	*			0.5*	
17#		CORROSION PROTECTION	1	10.00			
SUBTOTALS ==>				10.00		4.9	4.5

ESTIMATE NOTES:
FOR PAYMENT INQUIRIES PLEASE CONTACT ADJUSTER HILARY COPELAND X 6731

PARTS							10.00
BODY LABOR	4.9 HRS	@ \$ 54.00/HR					264.60
PAINT LABOR	4.5 HRS	@ \$ 54.00/HR					243.00
PAINT SUPPLIES	4.5 HRS	@ \$ 34.00/HR					153.00
SUBTOTAL							\$ 670.60
SALES TAX							\$ 670.60 @ 5.0000% 33.53
TOTAL COST OF REPAIRS							\$ 704.13
ADJUSTMENTS:							
DEDUCTIBLE							500.00
TOTAL ADJUSTMENTS							\$ 500.00
NET COST OF REPAIRS							\$ 204.13

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.

04/16/2012 AT 01:51 PM
103229

14-00-828480-1-1
27NH4190

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DRICJ12, CCC DATA DATE 04/02/2012, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. THE SYMBOL (<>) INDICATES THE REFINISH OPERATION WILL NOT BE PERFORMED AS A SEPARATE PROCEDURE FROM THE OTHER PANELS IN THE ESTIMATE. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORDED PARTS ARE DESCRIBED AS RECOR. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2012 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PART NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP. THE FOLLOWING IS A LIST OF ADDITIONAL ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED. SYMBOLS FOLLOWING PART PRICE: M=MOTOR MECHANICAL COMPONENT. S=MOTOR STRUCTURAL COMPONENT. T=MISCELLANEOUS TAXED CHARGE CATEGORY. X=MISCELLANEOUS NON-TAXED CHARGE CATEGORY. SYMBOLS FOLLOWING LABOR: D=DIAGNOSTIC LABOR CATEGORY. E=ELECTRICAL LABOR CATEGORY. F=FRAME LABOR CATEGORY. G=GLASS LABOR CATEGORY. M=MECHANICAL LABOR CATEGORY. S=STRUCTURAL LABOR CATEGORY. (NUMBERS) 1 THROUGH 4=USER DEFINED LABOR CATEGORIES. OTHER SYMBOLS AND ABBREVIATIONS: ADJ.=ADJACENT. ALGN.=ALIGN. ALU=ALUMINUM. A/M=AFTERMARKET PART. BLND=BLEND. BOR=BORON STEEL. CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION. COMP REPL=COMPETITIVE REPLACEMENT (PART). D&R=DISCONNECT AND RECONNECT. HSS=HIGH STRENGTH STEEL. HYD=HYDROFORMED STEEL. INCL.=INCLUDED. LKQ=LIKE KIND AND QUALITY. LT=LEFT. MAG=MAGNESIUM. NON-ADJ.=NON ADJACENT. NSF=NSF INTERNATIONAL CERTIFIED PART. O/H=OVERHAUL. QTY=QUANTITY. QUAL RECY=QUALITY RECYCLED (PART). QUAL REPL=QUALITY REPLACEMENT(PART). REFN=REFINISH. REPL=REPLACE. R&I=REMOVE AND INSTALL. R&R=REMOVE AND REPLACE. RPR=REPAIR. RT=RIGHT. SAS=SANDWICHED STEEL. SECT=SECTION. SUBL=SUBLET. UHS=ULTRA HIGH STRENGTH STEEL. N=NOTE(S) ASSOCIATED WITH THE ESTIMATE LINE.

04/16/2012 AT 01:51 PM
103229

14-00-828480-1-1
27NH4190

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE USED IN CCC PATHWAYS THAT ARE NOT PART OF THE MOTOR CRASH ESTIMATING GUIDE: BAR=BUREAU OF AUTOMOTIVE REPAIR. EPA=ENVIRONMENTAL PROTECTION AGENCY. NHTSA=NATIONAL HIGHWAY TRANSPORTATION AND SAFETY ADMINISTRATION. PDR=PAINTLESS DENT REPAIR. VIN=VEHICLE IDENTIFICATION NUMBER.

04/16/2012 AT 01:51 PM
103229

14-00-828480-1-1
27NH4190

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 0

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 0

NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 0

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

VII

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. July 7, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 17-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends granting the following licenses with various caveats:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6713	Biederwolf, Megan	1641 S. 12 th St.
*0411	Olaiz, Monique A.	4409 Primrose Ct.

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

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3816	Kautzer, Kathleen A.	1724 Wilson Ave.
5138	Metz, Nicole L.	2219 Cleveland

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

IV

VII

R. C. No. - 14 - 15. By LAW AND LICENSING. July 7, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 65-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

CHANGE OF AGENT

Kevin Herrmann is replacing Daniel Duncan as agent for Pick N Save located at 2625 S. Business Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to Held 8/2/14 to include current premise and the lawn area outside of Latitude.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event To be held 7/12/14 to include entire parking lot area, east & north of the building.
1420	VFW Post #9156	552 S. Evans St. - one-day events to be Held 7/27/14, 8/2/14 & 8/24/14 to include North, East & South side of the building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3069	Time and a Half	2518 N. 15 th St.

CLASS "A" FERMENTED MALT BEVERAGE (Renewal) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2088	Walgreens #6570	1029 N. 14 th St.
1424	Walgreens #06097	3320 S. Business Dr.
2601	Walgreens #12020	2702 Calumet Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3044	Blondies Bar & Grill	1034 Michigan Ave.
3045	Hacienda Vieja I	1423 Union Ave.

Consent

IV

CLASS "B" FERMENTED MALT BEVERAGE (Renewal) (June 30, 2015)

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

CLASS "C" WINE (Renewal) (June 30, 2015)

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

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0421	Anderson, Andrew K.	2421 Van Buren St., New Holstein
0431	Becker, Sara C.	1821 Elm Ave.
5626	Beninghaus, Jena M.	1411 N. 28 th St.
*0426	Benirschke, Aaron M.	1247 Bluff Ave.

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

0433	Fischer, Bradley J.	6429 Lone Oak Dr.
0418	Fritsch, Amanda D.	2627 N. 10 th St.
0412	Gawith, Sarah N.	3112 Main Ave.
*0428	Gonzalez, Laurie A.	2814 Superior Ave.

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

0413	Hawley, Charlotte W.	1111 Wood Ct.
0424	Kreidler, Kirsten D.	2835 S. 11 th Pl.
0430	Kujawa, Christopher A.	141 Orchard Rd., Kohler
0427	Manning, Craig T.	W3943 Cty Rd. U, Plymouth
0436	Martin, Emily M.	1026 Kentucky Ave.
0419	Nelson, Stephen B.	6529 Paradise Ln., Sheb. Falls
0416	Ramirez, Stephanie L.	2003 S. 12 th St.
0415	Sanchez, Mark A.	N8237 Cty Rd. J, Elkhart Lake
0414	Schwinn, Samantha L.	N8097 Cty Rd. Y
9546	Torrison, Erika L.	3328A S. 11 th St.
0420	Tresp, Andrew D.	2635 Rolling Meadows Dr.
0422	Vollrath, Miko B.	210 S. Grant St., Howards Grove
0437	Vue, Jaia	1603 N. 12 th St.
0429	Wallander, Gavin L.	14019 Cty Rd. F, Newton

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9743	Adamavich, Tinaann M.	2327 N. 10 th St.
7446	Anderson, Peggy J.	708 S. 22 nd St.
7322	Arnsmeier, Dean M.	4622 N. 50 th St.

7363 Beckmann, Mark H. (Club)	2742C S. Savannah Cir.
9864 Boden, Dylan S.	1549 N. 23 rd St.
7570 Coronado, Juan D.	1608 Bell Ave.
9729 Dockter, Dana L.	5020 Green Meadow Pl.
7169 Dodge, Brianna L.	2413 N. 7 th St.
5169 Drier, Lacey J.	1430 Mehrtens
5717 Felde, Trevor A.	4221 Autumn Ct., #D202
9666 Goosen, Jena M.	1509 Hedgestone Ln.
4026 Graf, James J.	607 Sommer Dr.
9772 Griego, Lori L.	113 Bryant Ct., Sheb. Falls
4992 Guenther, Nicole M.	1525 N. 23 rd St.
9904 Heitzmann, Mary A.	2206 Sunflower Ave.
7950 Hoffmann, Eileen B.	710 Whitcomb Ave.
1522 Holler, Kristi L.	3115 Whistling Ct.
4413 Ireland, Karen K.	1950 N. 6 th St.
8692 Jensen, Kurt R.	1629 N. 7 th St.
8594 Klabecek, Kenneth A.	704 Forest Blvd., Sheb. Falls
6768 Klinger, Alice A.	120 Red Tail Dr., Sheb. Falls
3336 Konz, Tracy J.	2327A S. 11 th St.
4981 Kraus, Thomas J. (Club)	1705 N. 15 th St.
9749 Krombach, Sandra L.	3203 Apache Rd.
9862 Kunstman, Ashley M.	1222 Parkwood Blvd., Apt. E
1711 Kussard, Dennis A.	1345 N. 40 th St.
8475 Lensink, Amanda L.	1201 S. 20 th St.
*6985 Loberger, Kaylie N.	1226 S. 13 th St.

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

8892 Luedke, Elizabeth W.	2003 N. 22 nd St.
4269 Maertz, Gary R.	1420 Martin Ave.
2989 Markelz, Michael B.	1830 Georgia Ave.
1807 Markham, Cheryl	2222 Kroos Ct.
8964 Mayer-Sills, Theresa	1617 S. 13 th St.
2456 McDaniel, Michelle LD	2250A Calumet Dr.
8367 Niemi, Pamela L.	1423 Forsyth Ave., Apt #2
8963 Nitsch, Ralph J.	3833 S. 18 th St.
8986 Obremski, Kevin P.	1625 Terry Andrae Ave.
9740 Renzelmann, Grant C.	2318 Park Pl., Apt. A
8862 Roelse, Julie L.	W2595 Cty Rd. N, Sheb. Falls
9548 Schaeve, V. Michael	2305 S. 11 th St.
9723 Schmidlkofer, Jeffrey L.	1950 N. 6 th St.
7934 Schroeter, Eric S.	5430 Moenning Rd.
4786 Sheraski, Robert F.	1410 N. 27 th St.
8973 Sliemers, Ardith G.	1311 Union Ave.
8958 Stockinger, Debra J.	74 Lighthouse Ct.
4801 Toston, Jolene L.	1903 Union Ave.
8960 Voelker, Kathleen M.	955 Green Acres Dr., Sheb. Falls
8945 Vreeke, Erin M.	531 S. 8 th St., #206
8824 Wagner, Hollie S.	1205 Mead Ave.
9652 Whitaker, Casey A.	2211 Henry St.
5793 White, Jody L.	1736 N. 27 th St.
8959 Wilson, Michelle R.	1643 Weeden Creek Rd.

TAXICAB OPERATOR'S LICENSE (NEW) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0435	Morales, Juan J.	1329 N. 12 th St.
*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

VIII

R. C. No. _____ - 14 - 15. By FINANCE. July 7, 2014.

Your Committee to whom was referred Res. No. 24-14-15 by Alderperson Hammond in support of a national marine sanctuary in Wisconsin's Mid-Lake Michigan Maritime Trails Region; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

4.2

Res. No. 24 - 14 - 15. By Alderperson Hammond. June 16, 2014.

A RESOLUTION in support of a national marine sanctuary in Wisconsin's Mid-Lake Michigan Maritime Trails Region.

WHEREAS, Wisconsin's Great Lakes contain some of the Nation's most important natural, cultural, and recreational resources; and

WHEREAS, Governor Walker has recognized that tourism is a key component of economic development; and

WHEREAS, the Wisconsin Historical Society (WHS), in partnership with the Department of Administration's Wisconsin Coastal Management Program (WCMP), recommended that an 875 square-mile area within the 2,552 square-mile Mid-Lake Michigan region be considered for a national marine sanctuary in Wisconsin; and

WHEREAS, the "Mid-Lake region" contains 33 known shipwrecks and holds the best examples of many vessels that sailed Wisconsin waters, including 14 intact shipwreck sites; the two oldest shipwrecks discovered to date, both of which remain intact; and 12 wrecks listed on the National Register of Historic Places; and

WHEREAS, the WHS, the WCMP, the University of Wisconsin Sea Grant Institute, and the citizens of the State have invested a quarter of a century in documenting, preserving, and celebrating Wisconsin's rich maritime heritage; and

WHEREAS, the WHS administers the Wisconsin Maritime Trails Initiative, which promotes tourism along Wisconsin's lakes and rivers linking maritime-themed websites, interpretive signage, kiosks, shipwreck mooring buoys, parks, historic waterfronts, lighthouses, museums, historical vessels and boat tours and excursions; and

WHEREAS, the National Oceanic and Atmospheric Administration's (NOAA) National Marine Sanctuary Program was established in 1972 under the Marine Protection, Research and Sanctuaries Act, and today the program serves as the trustee for a system of 14 marine protected areas encompassing more than 150,000 square miles of ocean and Great Lakes waters; and

WHEREAS, national marine sanctuaries draw regional, national and international tourism, impact regional and local economies, and are featured and promoted in countless magazines, journals, books, and films; and

WHEREAS, national marine sanctuaries support a wide variety of educational programs to share the history of Great Lakes shipwrecks with the public and promote science, technology, engineering and mathematics (STEM); and

*Finance
approve.*

4.5

III

84

WHEREAS, national marine sanctuaries protect nationally significant resources, such as Wisconsin's Great Lakes shipwrecks; and support research and documentation to better understand, protect, and interpret the well-preserved shipwrecks; and


WHEREAS, a national marine sanctuary in Wisconsin's Mid-Lake Michigan shore would leverage the investment made by the State and mid-Lake Michigan harbor towns to enhance tourism as a key component of economic development in the State and this region; and

WHEREAS, no state or local matching funds or ongoing operational support are required in order to establish a national marine sanctuary; and

WHEREAS, local resources and infrastructure may be used in partnership with NOAA to complement and enhance a national marine sanctuary in the State; and

WHEREAS, NOAA reactivated the sanctuary nomination process, such that communities can submit nominations for an area to be considered as a national marine sanctuary.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and Common Council of the City of Sheboygan support the nomination to NOAA of a national marine sanctuary in this region; agree to partner with our neighboring communities located within the Mid-Lake Region; and request the Governor and our state representatives in the Senate and Assembly to support the nomination of a national marine sanctuary on the western shores of Lake Michigan.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Res. No. 25-14-15 by Alderperson Heidemann adopting technical standards and methods for right-of-way excavation, backfilling, restoration and repair; recommends that the Resolution be passed.

Consent

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

4.3

Res. No. 25 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

A RESOLUTION adopting technical standards and methods for right-of-way excavation, backfilling, restoration and repair.

RESOLVED: That the Common Council hereby adopts the attached City of Sheboygan Technical Standards and Methods for right-of-way excavation, backfilling, restoration and repair.

BE IT FURTHER RESOLVED: That said technical standards and methods, as amended from time to time, shall be on file with the Department of Public Works.

*P. W.
approve*

James A. Bohrer

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



PERMIT TO EXCAVATE IN THE PUBLIC RIGHT-OF-WAY

Permit # : _____
 Date Issued: _____
 Expires: _____
 Fee: _____
 Deposit account: _____

Applicant Information City Staff Facility Owner Property Owner Contractor

Name (print): _____ Company: _____
 Address: _____ Telephone: _____ Fax: _____
 e-mail: _____

Applicant Signature: _____ **Date:** _____

Location of Work Address: _____
 Lot #/Subdivision: _____ Tax Key No.: _____
 Street: _____ From: _____ To: _____

Description of Work New Replacement Repair Abandonment / Removal

General Description: _____
 Estimated start date: _____ Estimated completion date: _____

Utility Construction (Type):	Utility Construction (Description):	Sidewalk / Driveways / Landscaping / Other
<input type="checkbox"/> Gas	<input type="checkbox"/> Main Line (Size: _____")	<input type="checkbox"/> Sidewalk (at Driveway only)
<input type="checkbox"/> Electric	<input type="checkbox"/> Service/Lateral (Size: _____")	<input type="checkbox"/> Sidewalk (complete)
<input type="checkbox"/> Telephone / Fiber Optic	<input type="checkbox"/> Tap (Size: _____")	<input type="checkbox"/> Driveway Apron (approved by: _____)
<input type="checkbox"/> Cable TV	<input type="checkbox"/> Valve (Size: _____")	<input type="checkbox"/> Curb Cut (approved by: _____)
<input type="checkbox"/> Utility Pole/Street Light	<input type="checkbox"/> Hydrant	<input type="checkbox"/> Private Driveway (staking only)
<input type="checkbox"/> Sanitary Sewer	Installation Method	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Open Cut <input type="checkbox"/> Overhead	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Water	<input type="checkbox"/> Auger/Bore/Trenchless	

Type(s) of existing surfaces that will be damaged: Asphalt pavt. Concrete pavt. Curb/Gutter Sidewalk Grass

Surface Restoration Requirements (To be determined by City prior to issuing permit)

Required under **this** permit: Temporary Permanent None

Material(s): _____ " Asphalt _____ " Concrete Grass / Other: _____

Backfill Requirements: Excavated Material Compacted Granular Aggregate Slurry Flowable Fill

Additional Requirements (Department use only)

<input type="checkbox"/> Construction Plan/Sketch	<input type="checkbox"/> Sewer/Water Permit	<input type="checkbox"/> Inspection	<input type="checkbox"/> Re-Inspection
<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Street Occupancy Permit	<i>Department of Public Works must be notified 4 working hours prior to requested time of inspection (920) 459-3440.</i>	
<input type="checkbox"/> Performance Bond	<input type="checkbox"/> Council Approval		
<input type="checkbox"/> Erosion Control Permit	<input type="checkbox"/> Contact Water Utility (920) 459-3800		
<input type="checkbox"/> Other: _____			

Work Zone Traffic Control Requirements CONTACT CITY OF SHEBOYGAN POLICE DEPARTMENT

Type of Street: _____ Proposed Traffic Control: _____

<input type="checkbox"/> Arterial/CBD	<input type="checkbox"/> City Manual Page(s) _____	Additional Requirements: _____
<input type="checkbox"/> Collector	<input type="checkbox"/> State Manual Page(s) _____	
<input type="checkbox"/> Local	<input type="checkbox"/> Other (attach plan) _____	

Approved by: _____ Date: _____

FIELD NOTES (Department use only)

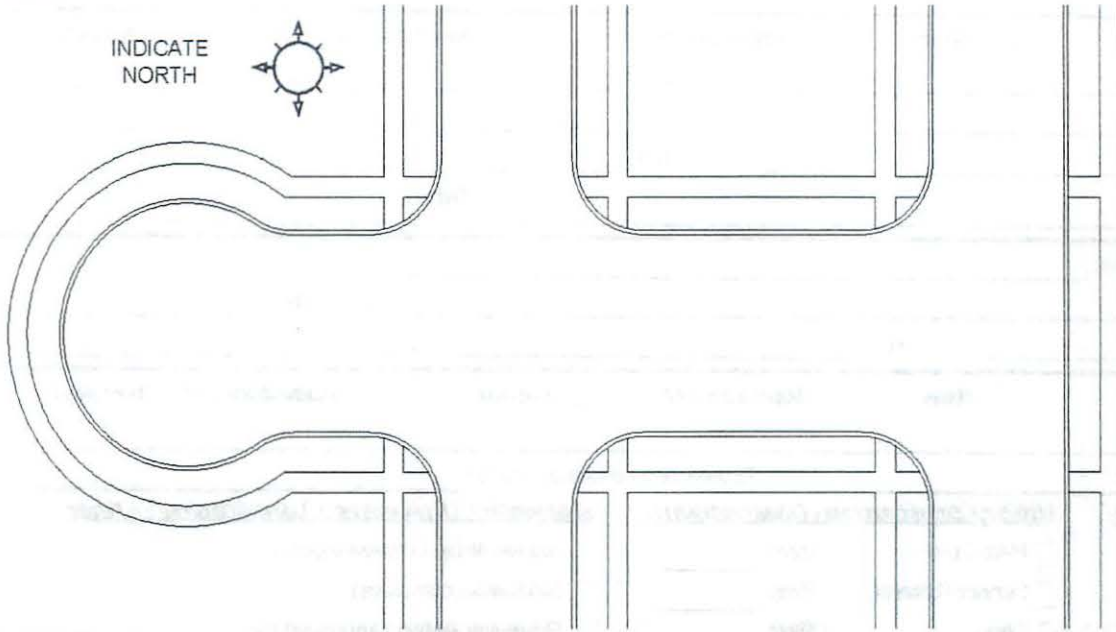
Surface Restoration: **TEMPORARY** **PERMANENT**

Name of Licenced Cement Finisher (if Permanent Concrete): _____

Backfill Material(s) Used: Excavated Material Compacted Granular Aggregate Slurry Flowable Fill

Surface Material(s) Used:

Thickness:



Existing Surface(s):

- Concrete
- Asphalt
- Asph./Conc.
- Gravel
- Grass
- Other: _____

Size of Excavation(s)

- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.
- _____ ft. x _____ ft.

Inspection: **N/A** Inspected By: _____ Date: _____ Pictures taken

Measured Quantities:

Sidewalk Removed: (_____ ft) x (_____ ft) = _____ Sq. Ft.

Sidewalk Constructed: (_____ ft) x (_____ ft) = _____ Sq. Ft.

Inspector to describe what work was performed: _____

This permit approval is subject to the following conditions:

1. Permittee is responsible to obtain any further permits that may be required for this project.
2. Permittee shall install the proposed facilities as shown on the plan(s) that were submitted to the City of Sheboygan.
3. The field representative shall have a copy of the approved permit on-site at all times.
4. Any facilities installed as part of this permit shall be installed at least 5 feet from all existing city facilities, wherever feasible.
5. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
6. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the obstruction is permitted.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street excavations shall be performed in conformity to City ordinance, standards and specifications, be properly barricaded and lighted, and be performed in a workmanlike manner. In the event that the City Specifications and/or permit conditions are not followed, the applicant agrees to assume liability for any costs incurred by the City for corrective work required to bring the subject area into compliance with said Specifications. By applying for and accepting this permit, permit holder agrees to assume liability for any and all damages resulting from his occupancy, use or excavation of the street or premises. No work shall commence prior to approval of this permit by the Department of Public Works.

The applicant shall make all permanent or temporary repairs to any/all excavations caused by the work done herein as directed by the City. All repairs shall be done in accordance with standards and specifications in place at the time this permit is issued. The applicant further understands that if the permanent repairs are to be made by the City in the year following the excavation, or when deemed practicable by the City, ALL COSTS OF PERMANENT REPAIRS SHALL BE BILLED BACK TO THE APPLICANT, AND THE APPLICANT AGREES TO PAY THE SAME UPON RECEIPT OF THE INVOICE. My signature, as the applicant/permittee, acknowledges that I have read the above, understand the same and agree to be bound by the terms herein.

APPROVED BY: _____
(Department of Public Works)

DATE: _____

City of Sheboygan

Requirements to obtain a Permit to Excavate in the Public Right of Way

General

Any excavation within the City's street right of way requires a "Permit to Excavate in the Public Right of Way". The City's right of way is generally from sidewalk to sidewalk including the sidewalks. The cost of this permit is \$100.00. For permits related to repair or replacement of sidewalks or driveways, the cost of the permit is \$25.00. The permit must be applied for a minimum of two (2) business days prior to commencing work. The field representative shall have a copy of the approved permit on site at all times.

If you are planning to construct a sidewalk, driveway, curb cut, sanitary lateral, storm lateral, water lateral, or any type of utility, a request for a "Permit to Excavate in the Public Right of Way" shall be made by submitting a street excavating permit and completing the form as thoroughly as possible. This form is in Microsoft Excel format and can be obtained at www.ci.sheboygan.wi.us or can be obtained at the address listed below:

Department of Public Works
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081-4790

Office hours Monday-Friday
7:30 a.m. to 4:00 p.m.

When this form is completed, it should be emailed as an Excel document along with a sketch in pdf format to the following:

Michael.Thieme@sheboyganwi.gov
Jordan.Sucha@sheboyganwi.gov
Joel.Kolste@sheboyganwi.gov

The form can also be delivered to the address listed above.

No work shall take place until an approved street excavation permit has been received by the applicant.

The following types of projects must be submitted a minimum of fifteen (15) business days prior to commencing work. With a "Permit to Excavate in The Public Right of Way", the

applicant must submit electronically or in a hard copy format, detailed drawings showing the proposed construction project.

1. Projects of 1,000 feet or more of underground installation.
2. Projects of 300 feet or more of underground installation on City designated property right of way.
3. Projects that are associated with major construction projects.
4. Projects that are expected to have conflicts with other utilities.

Backfill Requirements

Aggregate slurry backfill is required in all excavations for lateral repairs, manhole repairs, utility spot repairs, and utility valve and curb stop repairs. The aggregate slurry backfill shall conform to the requirements specified in WSW 8.43.8 or as directed by the City Engineer.

If a curb stop is present when using a slurry backfill, the curb stop shall be separated from these materials to allow for future adjustments.

During night-time emergency repairs when the contractor is not able to leave the excavation exposed overnight due to weather conditions, the contractor may use compacted granular backfill.

However, no excavated material removed from the trench during the construction/repair utility work will be allowed to be reused as backfill without prior approval from the City Inspector.

During winter months (November 1 to April 15), the contractor will be allowed to use granular backfill. However, no excavated material removed from the trench during the construction/repair utility work will be allowed to be reused as backfill without prior approval from the City Inspector.

All trenches in terraces, boulevards, and other grass areas shall be backfilled with excavated material and top dressed with 4 inches of topsoil, seed, fertilizer, and mulch.

Surface Restoration

The permit holder is required to restore all surfaces to a permanent condition according to the following guidelines. If the permit holder hires a subcontractor to install the permanent surface before the expiration date of the permit, then the subcontractor does not need to take out a second permit. However, the subcontractor must have a copy of the permit in the field.

A. Concrete

1. After obtaining a permit, the contractor shall notify the City of Sheboygan Department of Public Works by calling 920-459-3440 to have the construction limits reviewed prior to the contractor starting their work. Please allow at least

4 hours for the City Inspector to arrive. All concrete marked for removal shall be sawcut to the full depth of the concrete. General restoration requirements for concrete streets are as follows. However, these may be modified at the direction of the City Inspector depending on the condition of the street.

- a. Full panel replacement for a street less than 30 years old.
 - b. For panel replacement older than 30 years, if the remaining area in the panel between the excavation and the nearest joint is less than 6 feet, the additional area to the nearest joint shall also be included in the repair.
 - c. The concrete replacement panel will consist of 10 inches of crushed aggregate base course when aggregate slurry backfill is not being used.
 - d. All joints in the new pavement, including where the new concrete matches into existing concrete, shall be sawcut to a maximum depth of $\frac{1}{4}$ of the thickness of the pavement but not less than 1-1/2 inches prior to being sealed.
 - e. All joints in the pavement shall be sealed.
 - f. If sidewalk panels are damaged, full sidewalk panels shall be replaced. Damaged sidewalk will be replaced in kind.
 - g. Driveway aprons shall be replaced to full panel to the nearest joint.
2. After the site is prepped and ready for concrete, the contractor shall notify the City Inspector again for inspection prior to the permanent patch being installed. Please allow at least 4 hours for the City Inspector to arrive.

B. Asphalt

1. After obtaining a permit, the restoration contractor shall notify the City Inspector at 920-459-3440 to review the restoration limits. Please allow at least four hours for the City Inspector to arrive. General requirements for restoration of asphalt streets are as follows; however, these may be modified at the discretion of the City Inspector depending on the condition of the street.
 - a. All asphalt marked for removal shall be sawcut to the full depth of the asphalt and concrete base course.
 - b. The asphalt patch base will consist of 10 inches of crushed aggregate base course and 7 inches of concrete base course when aggregate slurry backfill is not being used.

- c. The asphalt surface will be repaired by excavating a minimum of 1 foot larger than the initial excavation but not less than 4 feet in any direction. The asphalt patch will be installed at a thickness equal to the adjacent existing asphalt but not less than 3 inches thick. The contractor may be required to re-sawcut after backfilling in order to provide a straight butt joint.
- 2. After the site is prepped and ready for asphalt, the contractor shall notify the City inspector again for inspection prior to the permanent patch being installed. Please allow at least 4 hours for the City Inspector to arrive.
 - a. Winter Months - During the winter months (November 1 to April 15), the contractor shall install a cold mix asphalt patch unless hot mix asphalt is available, or a temporary concrete patch. The permit holder is required to maintain any temporary patch until which time the permanent patch is installed. The permanent patch must be installed after May 1, but no later than June 15th of the following year.
 - b. Bond and Insurance – The contractor shall furnish a bond in the amount of \$5,000 to assure that he will observe and obey all the requirements of the City, and that he will indemnify the City or any person in front of whose property he may work against loss by reason of his failure to observe the requirements of the Common Council.

C. Traffic Control

Traffic control shall be provided in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition. Projects that will cause lane restrictions on designated U.S. or State highways, County trunks, City arterials or controlled intersections, closure of local streets, or other special circumstances as determined by the Department of Public Works will require traffic control plans as part of the permit application submittal. The traffic control plan must be approved by the Department of Public Works a minimum of 48 hours prior to the start of construction. For major projects, the contractor should contact the Department of Public Works at 920-459-3440 or email the following as soon as possible to work out the details of the traffic control plan:

Michael.Thieme@sheboyganwi.gov
Jordan.Sucha@sheboyganwi.gov
Joel.Kolste@sheboyganwi.gov

D. Erosion Control

All construction site erosion and sediment control practices shall be adjusted to meet field conditions and in place prior to the start of construction and will comply with the State of Wisconsin Department of Natural Resources (WDNR) Storm Water Management Technical Standards. All erosion and sediment control practices will be inspected at a minimum weekly and within 24 hours following a rainfall of 0.5 inches or greater. An erosion and sediment control practice inspection log shall be maintained at all times during the project. Erosion and sediment control practices shall not be removed until the construction site is stabilized with a dense vegetative cover and or impervious areas and no longer susceptible to erosion.

Refer to WDNR's web page regarding Storm Water Management Technical Standards.

E. Additional Requirements

1. Wherever possible, installation of manholes and vaults should be avoided in sidewalks and street crosswalk areas.
2. Where unavoidable, manhole and vault covers in sidewalks or crosswalks must have non-skid surfaces.
3. A minimum horizontal separation of 3 feet must be maintained from other underground utilities.

CONSTRUCTION SPECIFICATIONS
FOR
PORTLAND CEMENT CONCRETE PAVING

City of Sheboygan, Wisconsin

GENERAL

Unless otherwise specified, the work under the Permit to Excavate in Public Right of Way shall be performed as specified in the Standard Specifications for Highway and Structure Construction, State of Wisconsin, 2012 Edition. All references to "State Specifications" shall comply with this document.

EXISTING STRUCTURES

Wherever existing structures, such as manhole frames, surface inlets, catch basins, water valve boxes, etc., are not to the correct elevation, the contractor shall adjust such structures to the new grade and remove/replace all adjustment rings and castings. The use of cast iron manhole adjusting rings will not be permitted. Low profile castings may be required to bring structures to grade.

All adjustments of manhole and catch basin castings shall have a one-half ($\frac{1}{2}$ ") inch bed of mortar between adjusting rings and shall also be back plastered inside and out with one-half ($\frac{1}{2}$ ") inch of mortar.

CASTINGS

The Contractor shall furnish all castings for the project as specified on the detail drawings.

MANHOLE CASTINGS

Manhole castings damaged or broken by the contractor during construction will be replaced with a new casting at no cost to the City.

When in the opinion of the City Inspector, a sewer manhole casting is in such condition that it should be replaced and the Contractor has not damaged or broken the casting during the construction, or if the existing sanitary casting does not meet the DNR standards, then the Contractor is required to remove the old casting and replace it with a new casting which will be provided by the City of Sheboygan.

ADJUSTMENT OF MANHOLES

It is the intent of the City to have installed a minimum amount of manhole rings up to a maximum of six (6") inches of adjustment rings. Manhole rings shall have a one-half ($\frac{1}{2}$ ") inch bed of mortar between them and back plaster inside and outside with one-half ($\frac{1}{2}$ ") inch mortar.

DENSE GRADED BASE

There shall be dense graded base placed under all Portland cement concrete and bituminous concrete pavement, and curb and gutter when slurry backfill is not used and the graded base compacted to form a good solid surface for the forms and equipment.

The dense graded base shall be 1¼-inch gradation, per Section 305 of the State Specifications. Appropriate drainage during and after placement of base shall be maintained.

GRADES OF CONCRETE

All concrete pavements with integral curb and gutter and placed with a slipform type paver shall be Grade "A". Any concrete pavement or curb and gutter not placed with a slipform type paver shall be a Grade "C" mix. Air-entrained concrete shall be used on the project. The concrete shall contain six (6%) percent (+ or - 1%) entrained air. The use of any additives to the concrete, other than an approved air-entraining admixture, shall not be allowed without written consent of the Engineer. The grades of concrete used on this project shall be as specified in Section 501.3.1.3 of the State Specifications. The minimum compressive strength shall not be less than 3500 psi when cylinders are prepared, cured and tested in accordance with ASTM Specifications.

JOINT SEALING

All pavement joints shall be filled with Hot-Poured elastic joint sealer conforming to ASTM D3405.

EXISTING STUMPS AND TREE REMOVAL

All tree and stump removal shall be incidental to the contract. All existing stumps shall be removed to a depth eighteen (18") inches below the bottom of the subgrade elevation.

FORM CHECK

Before any base material, concrete pavement, concrete curbs and gutter, concrete sidewalk, or bituminous pavement is placed, the forms and/or subgrade shall be checked by the City Inspector. However, the responsibility of maintaining forms true to line and grade shall be the responsibility of the Contractor. At least four (4) hours notice shall be given for any form or subgrade check or placement of bituminous concrete. Placement of any materials within these forms or upon any subgrade without prior approval from the City Inspector will be removed by the contractor.

CONCRETE CURB AND GUTTER, CONCRETE CURB

Curbs shall be depressed at driveways and pedestrian ramps. State Statutes require pedestrian ramps at all intersections.

CONCRETE APPROACHES/DRIVEWAYS

All concrete approaches to driveways and walkways that cross alleys and driveways shall be replaced with a Grade "A" mix.

DRIVEWAYS

All driveways are to be replaced with the material as it was originally constructed.

TOPSOIL, SEEDING AND SODDING

Four (4) inches of topsoil shall be placed in accordance to Section 625 of the Standard Specifications.

For areas of topsoil to be seeded, fertilized and mulched or sodded shall be done in accordance to Sections 627, 629, 630 and 631 of the State Specifications. Mulch with tackifier added shall be placed on slopes exceeding one on three. A number forty (40) seed mixture, without the white clover, in accordance with Section 630 of the State Specifications shall be used, unless otherwise noted in the plans and special provisions.

ROOT EXCAVATION FOR SIDEWALKS

The contractor will excavate and remove buried roots found existing below the surface of the sidewalk. Root removal will begin from the bottom of the sidewalk grade and extend twelve (12) inches below that grade. This excavated area will be replaced with granular material and compacted in no more than 6-inch lifts within the excavated area.

SPECIFICATIONS
FOR
BITUMINOUS STREET RESURFACING

City of Sheboygan, WI

GENERAL

Unless otherwise specified, the work under the Permit to Excavate in the Public Right of Way shall be constructed in accordance with the State of Wisconsin Standard Specifications for Road and Bridge Construction, Edition 2013 and the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003, with all addendums.

ASPHALTIC CONCRETE PAVEMENT

1. Description

This work shall consist of designing, mixing, placing and compacting an asphaltic concrete pavement consisting of ½" nominal maximum size mixture for the single layer on the approved existing surface in accordance with the specifications and in reasonably close conformity with the existing lines, grades, and thicknesses.

The requirements of Section 460, Asphaltic Concrete Pavement and Section 450-465, Plant Mixed Asphaltic Bases, Surfaces and Pavements – General Requirements, shall be applicable to this work, except as hereinafter otherwise stipulated. If any inconsistencies exist, the requirements of AASHTO MP2, Standard Specification for Volumetric Mix Design and AASHTO PP28, Standard Practice for Designing HMA shall govern.

2. Materials

General: All materials used in this work shall conform to the requirements designated in Sections 450-465 for the particular material specified, except as hereinafter otherwise or additionally stipulated.

3. Aggregates

The aggregates shall meet the following properties:

Characteristic	Requirement	Test Method
Coarse Aggregate Angularity, % Crushed Particles, (by count); min.	75% one face	
Flat, Elongated Particles, % (by weight); max.	10%	ASTM D4791
Fine Aggregate Angularity, % Air	40%	AASHTO TP 33

Voids; min.		Test Method A
Clay Content, Sand Equivalent; min.	40%	AASHTO T 176
Los Angeles Abrasion, % Wear; max.	45% @ 500 rev. 13% @ 100 rev.	AASHTO T 96
Soundness of Aggregates, % Loss; max.	12%	AASHTO T 104
Deleterious Materials, % (by weight); max.	1%	AASHTO T 112

4. Aggregate Gradation Master Range

The aggregates, including mineral filler when required, shall conform to the following gradation requirements.

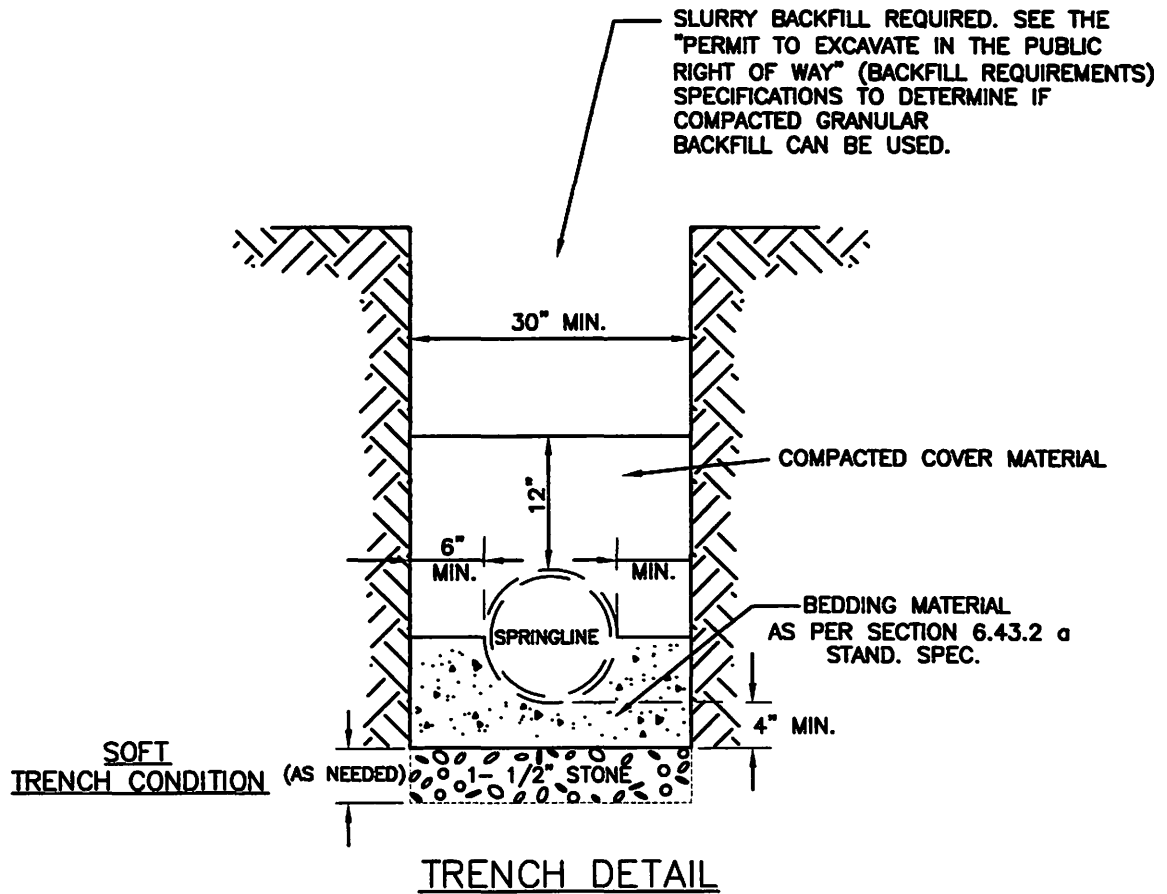
The gradation values listed are the extreme limits for design purposes. Production testing tolerances may allow mixture production values that exceed the aggregate master range.

Gradation*

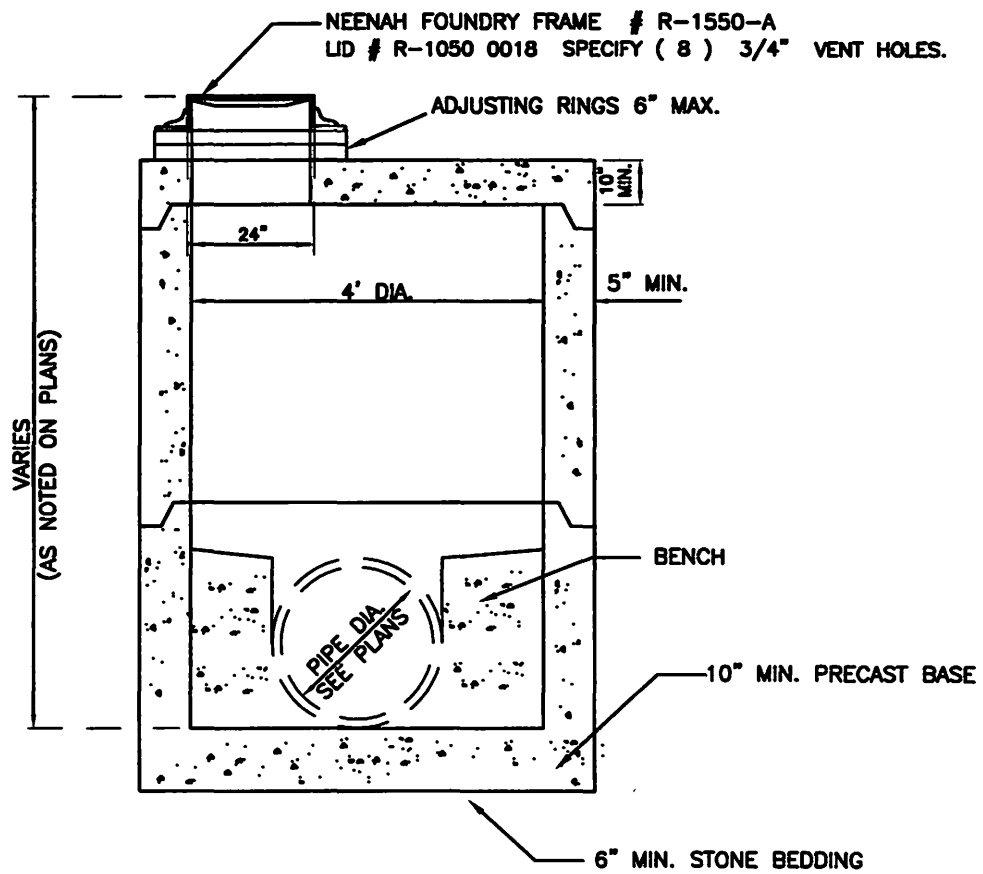
Sieve Size	12.5 mm
25.0 mm	
19.0 mm	100
12.5 mm	90 – 100
9.5 mm	90 max.
4.75 mm	
2.36 mm	28 – 58
1.18 mm	
600 µm	
300 µm	
75 µm.	2 – 10

*Percent passing of total aggregate weight

SECTION STORM SEWER DETAILS



SECTION STORM SEWER DETAILS



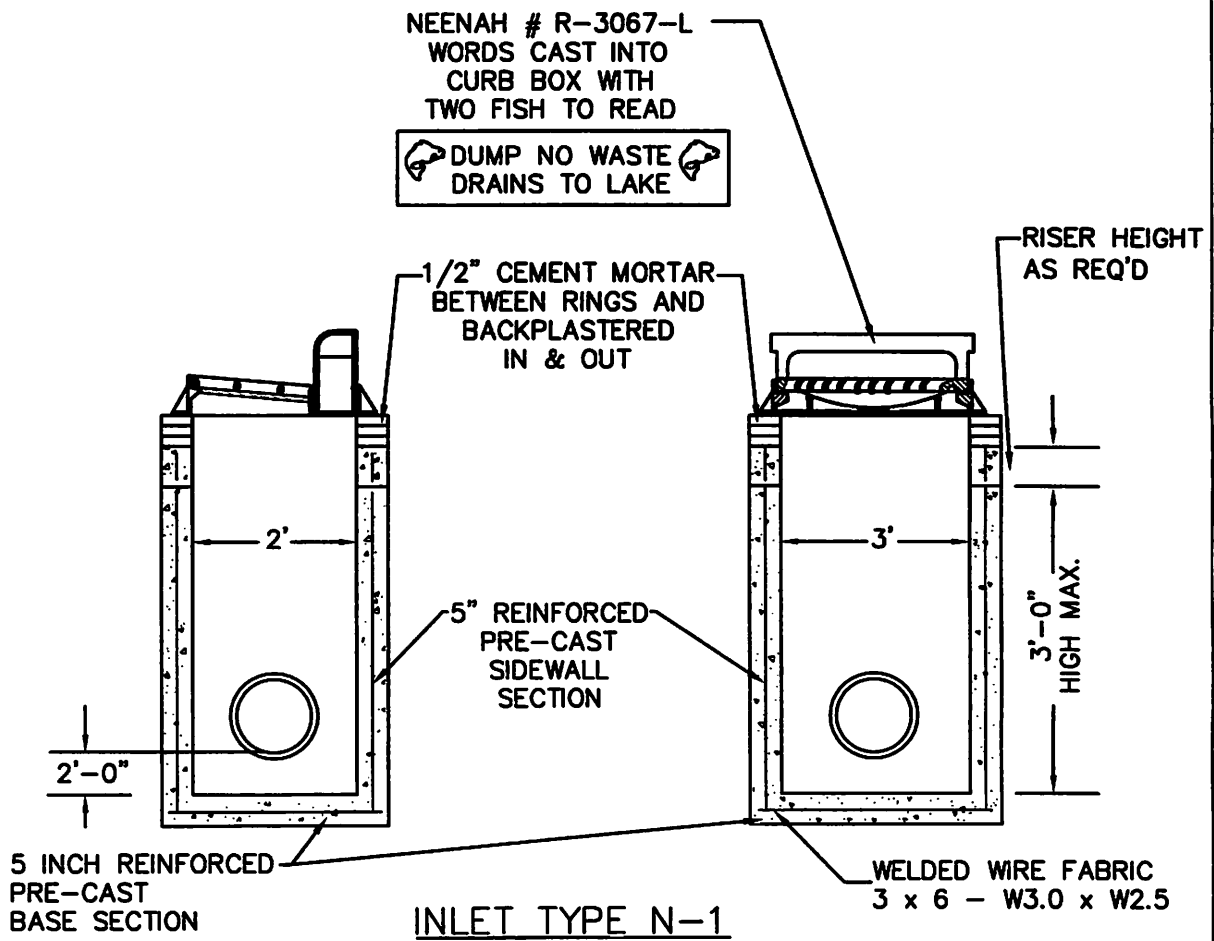
4' DIAMETER PRECAST STORM MANHOLE

NTS



N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS



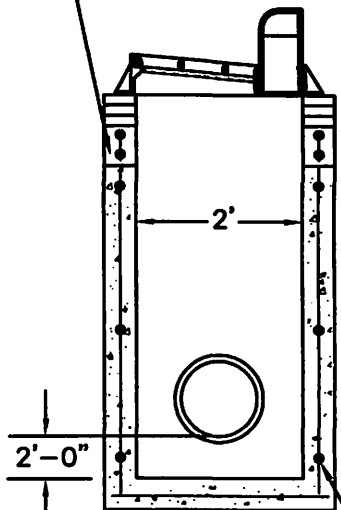
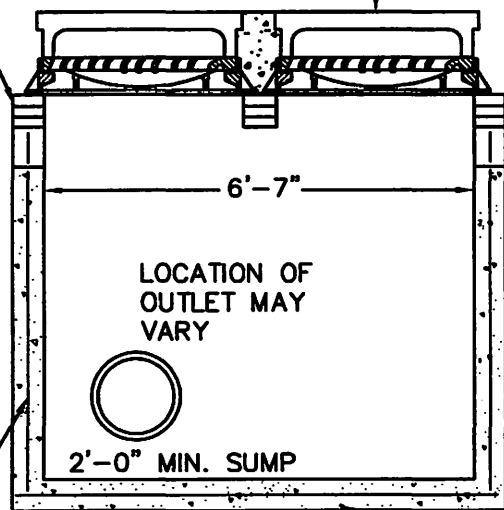
SECTION STORM SEWER DETAILS

NEENAH # R-3067-L
WORDS CAST INTO
CURB BOX WITH
TWO FISH TO READ

DUMP NO WASTE
DRAINS TO LAKE

1/2" CEMENT MORTAR
BETWEEN RINGS AND
BACKPLASTERED
IN & OUT

RISER HEIGHT
AS REQ'D



WELDED WIRE FABRIC
3 x 6 - W3.0 x W2.5

6" REINFORCED
PRE-CAST SECTION

#4 REBAR
AS SHOWN

INLET TYPE N-2

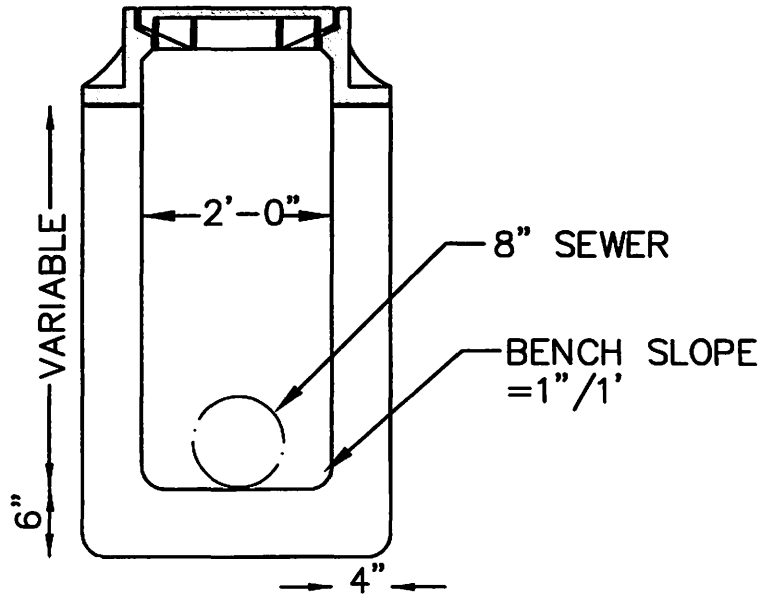


N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS

CLEANOUT / YARD DRAIN MH.

NEENAH FRAME R-1550 LID R-2050 TYPE C / YARD DRAIN
NEENAH FRAME R-1550 VENTED LID 1040-0022 with (6)
3/4" VENT HOLES (CLEAN-OUT MH.)



STANDARD MINI-STORM MH. DETAIL

N.T.S.

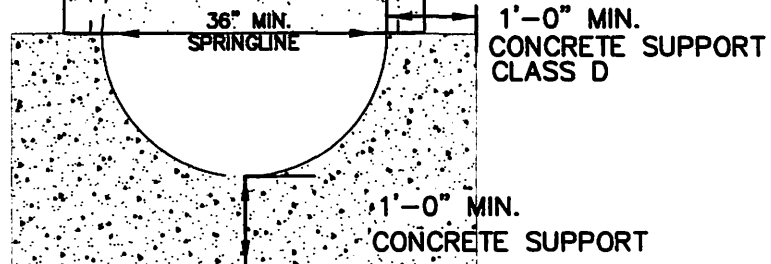
SECTION STORM SEWER DETAILS

NEENAH FRAME R-1550 VENTED LID 1040-0022 with (8)
3/4" VENT HOLES

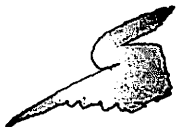
ADJUSTING RINGS 12" MAX.

STANDARD 48" DIA.
PRE-CAST CONE

NEATLY SAW AND REMOVE
TOP OF PIPE TO ALLOW A
36" MIN. OPENING



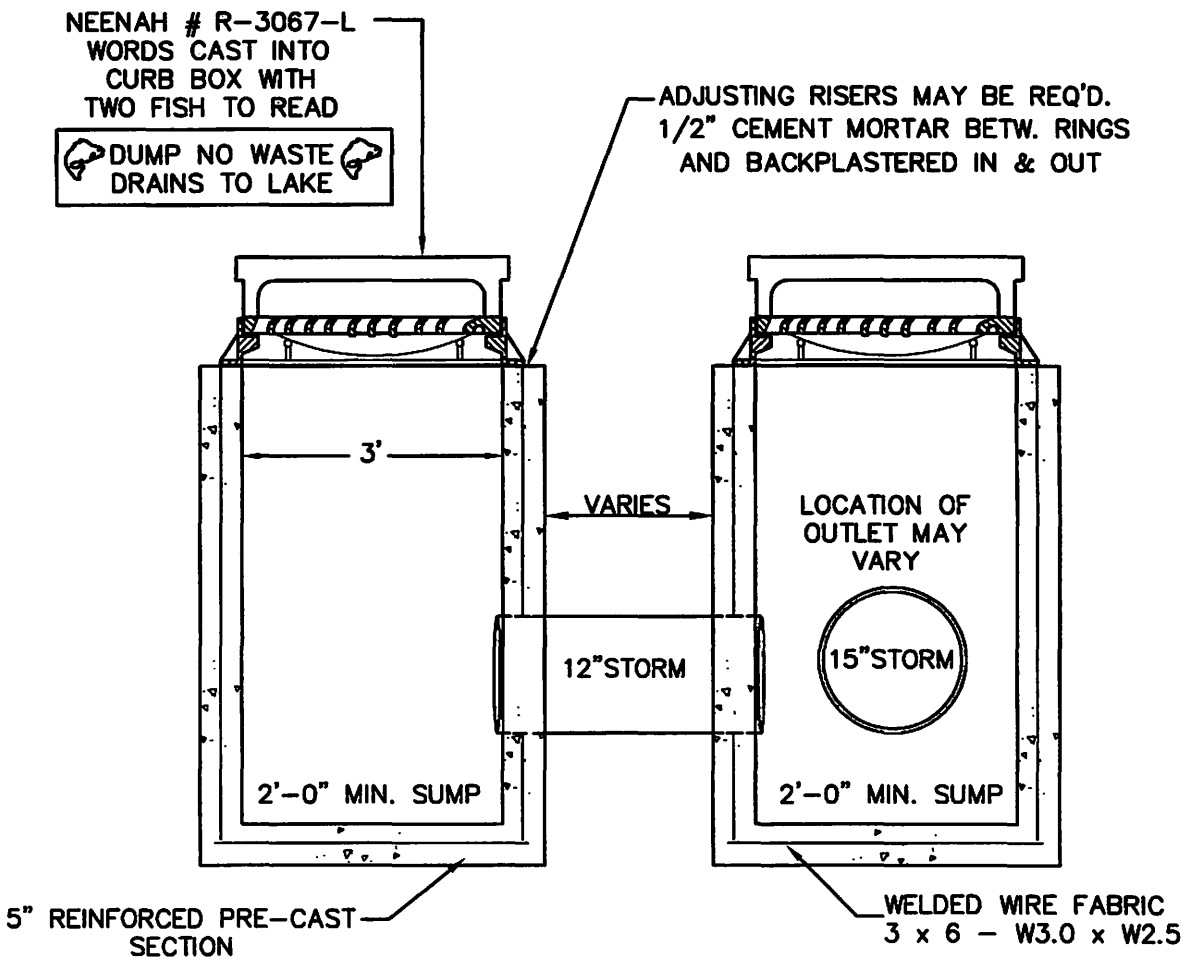
CONCRETE SUPPORT FOR NEW MH. ON LARGER SEWERS



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS



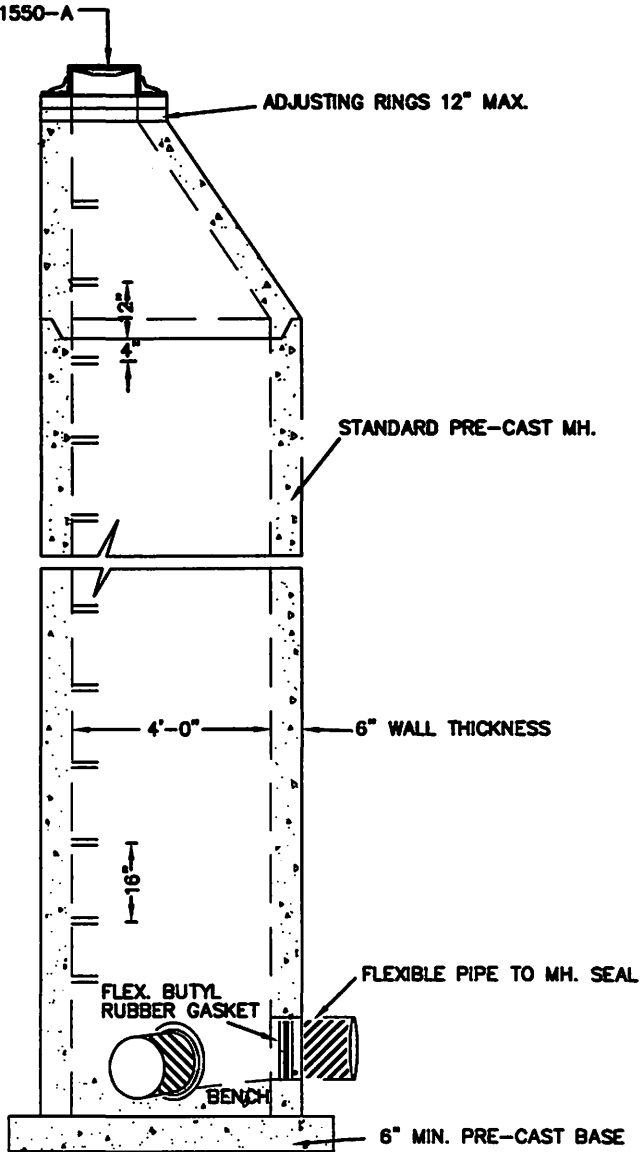
STANDARD INLET TYPE N-1 (2)
INSTALLATION



N.T.S.
REVISED JAN.22, 2014

SECTION SANITARY SEWER DETAILS

NEENAH FOUNDRY FRAME # R-1550-A
LID # R-1040 0022
CONCEALED PICK HOLE
FRAME & COVER

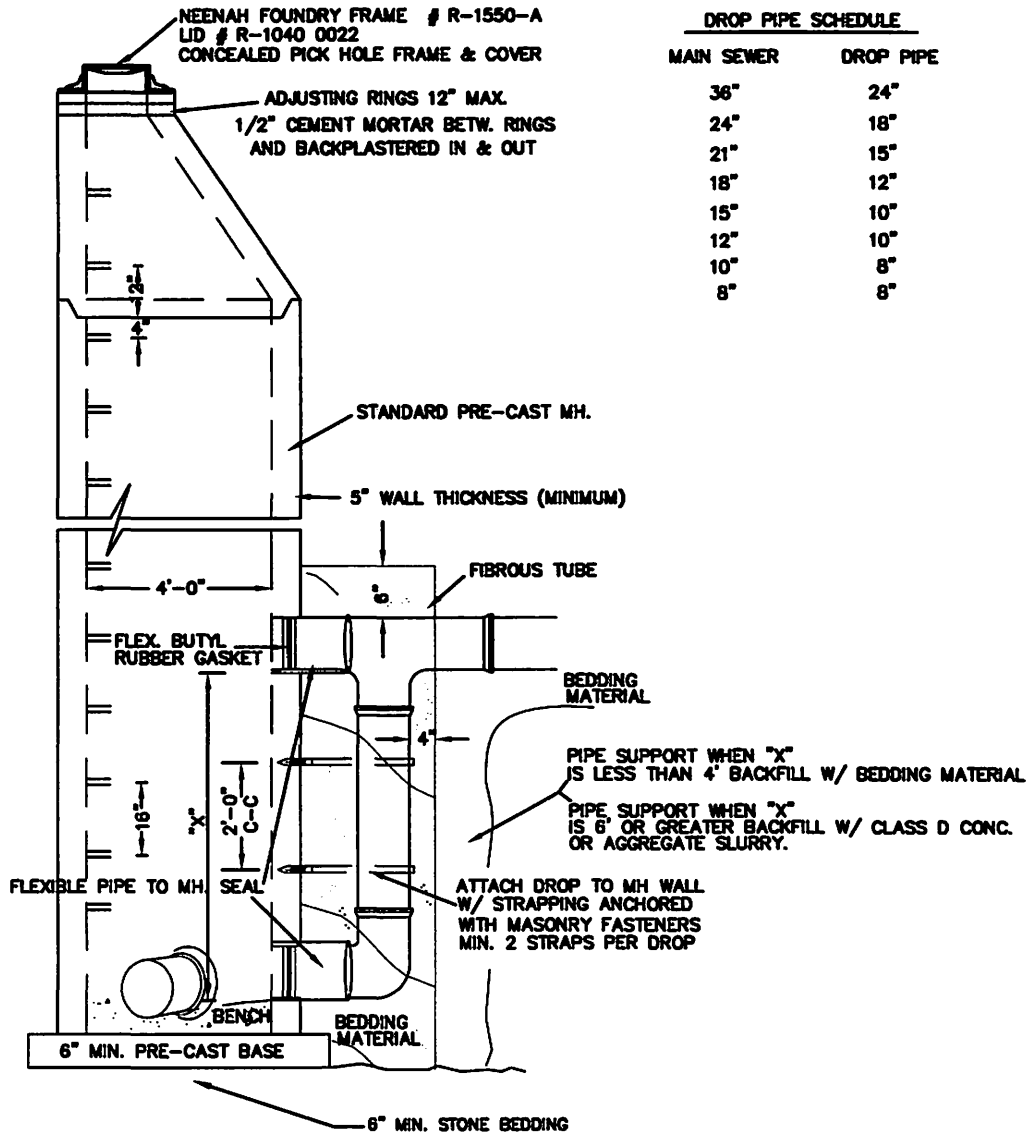


STANDARD SANITARY SEWER MANHOLE
WITH ECCENTRIC CONE



N.T.S.
REVISED JAN.22, 2014

SECTION SANITARY SEWER DETAILS

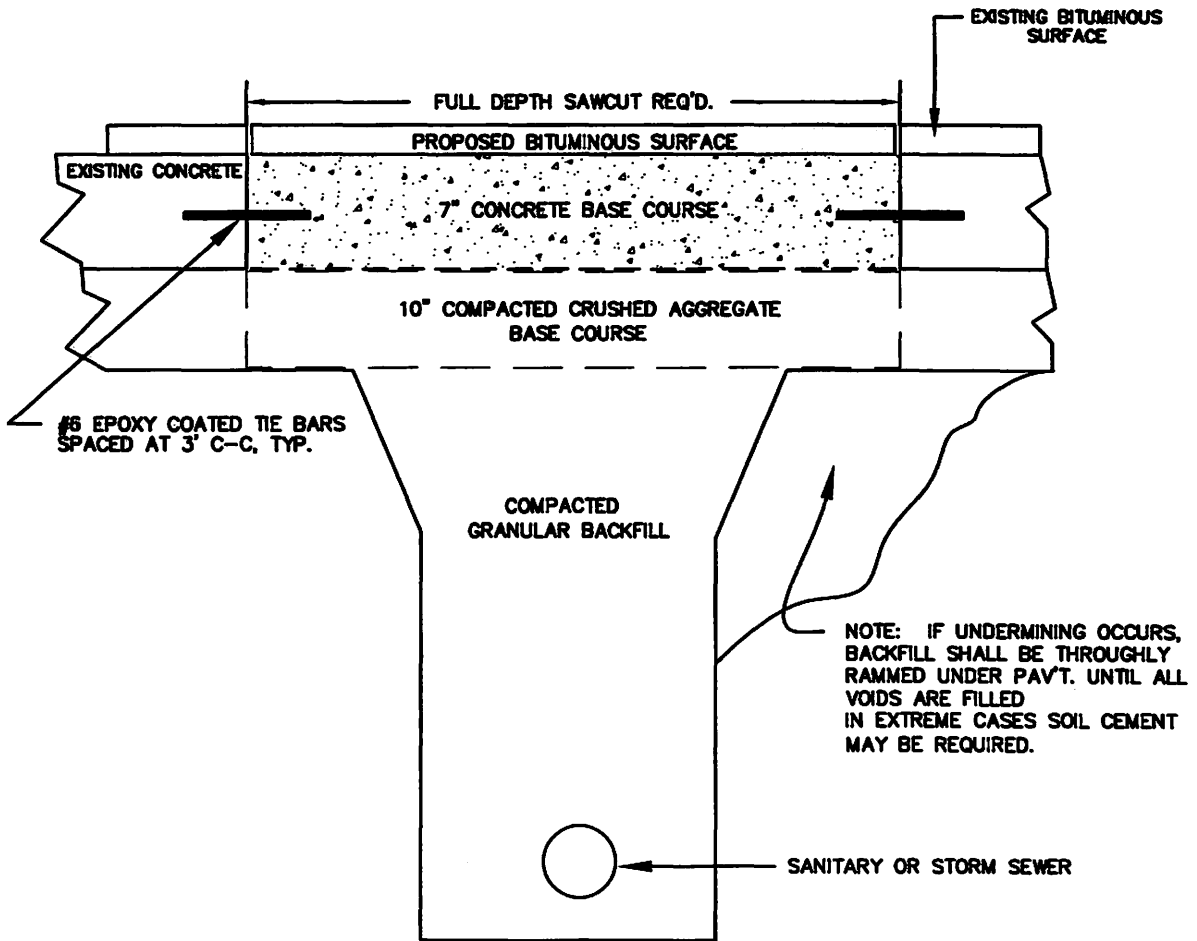


STANDARD SANITARY SEWER-NEW OUTSIDE DROP MANHOLE
WITH ECCENTRIC CONE



N.T.S.
REVISED JAN.22, 2014

SECTION PAVEMENT DETAILS



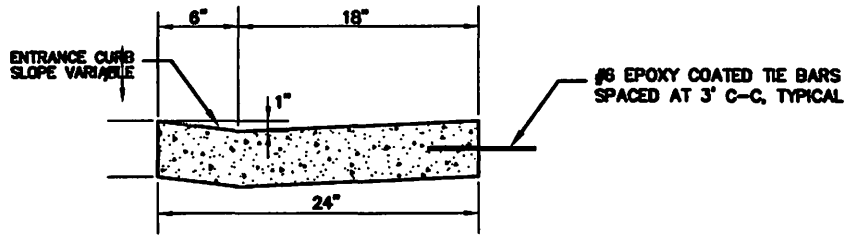
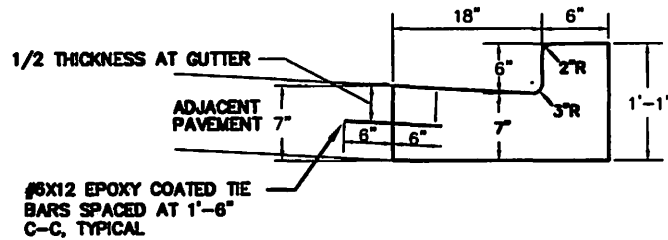
SEC. 36-123.1 MUN. CODE

TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL



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SECTION PAVEMENT DETAILS



CONCRETE CURB AND GUTTER 24-INCH
FOR REPLACEMENT ADJ. TO EXIST. 6" OR 8" CURB HEAD
& CONCRETE DRIVEWAY ADJ. TO 6" OR 8" CURB HEAD

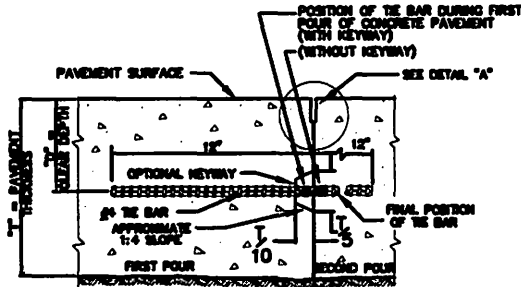


CONCRETE CURB AND GUTTER INTEGRAL, TYPE A
6" OR 8" CURB HEAD

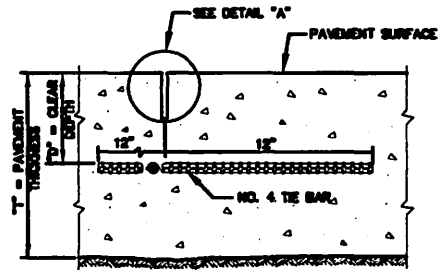


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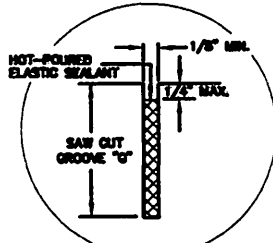
SECTION PAVEMENT DETAILS



CONSTRUCTION JOINT



SAWED JOINT



DETAIL "A"

PAVEMENT THICKNESS "T"	CLEAR DEPTH "D"	SAW CUT GROOVE "G"	MAXIMUM TIE BAR SPACING "S"	
			24' OR 26'	30'
6, 8 1/2"	3" ± 1/2"	2"	46"	42"
7, 7 1/2"	3 1/4" ± 1"	2 1/4"	45"	36"
8, 8 1/2"	3 3/4" ± 1"	2 1/2"	36"	30"
9, 9 1/2"	4 1/4" ± 1"	3"	33"	27"
10, 10 1/2"	4 3/4" ± 1"	3 1/4"	30"	24"
11, 11 1/2"	5 1/4" ± 1"	3 3/4"	27"	21"
12"	5 3/4" ± 1"	4"	24"	21"

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

CONTRACTION JOINTS

THE LOCATION AND ORIENTATION OF CONTRACTION JOINTS THROUGH INTERSECTIONS SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

CONTRACTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

DOWEL BARS SHALL BE PARALLEL TO THE PAVEMENT CENTERLINE AND SURFACE

CONSTRUCTION JOINTS

CONSTRUCTION JOINTS SHALL BE LOCATED A MINIMUM OF 4 FEET FROM THE NEAREST CONTRACTION JOINT AND ALIGNED EITHER PARALLEL TO THE CONTRACTION JOINTS OR AT 90° TO THE CENTERLINE.

CONSTRUCTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

TIE BARS MAY BE INSERTED THROUGH THE HEADER BOARD AFTER THE CONCRETE HAS BEEN PLACED.

TIE BARS SHALL BE EPOXY COATED IN CONFORMANCE WITH SUBSECTION 505.2.4 OF THE STANDARD SPECIFICATIONS.

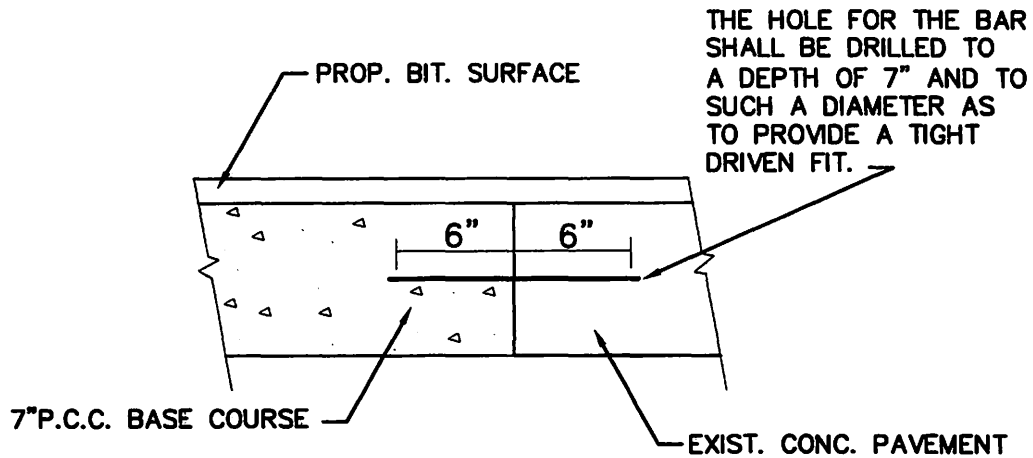
REFER TO TYPICAL CROSS SECTIONS FOR PAVED WIDTH AND LOCATION OF LONGITUDINAL JOINTS.

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

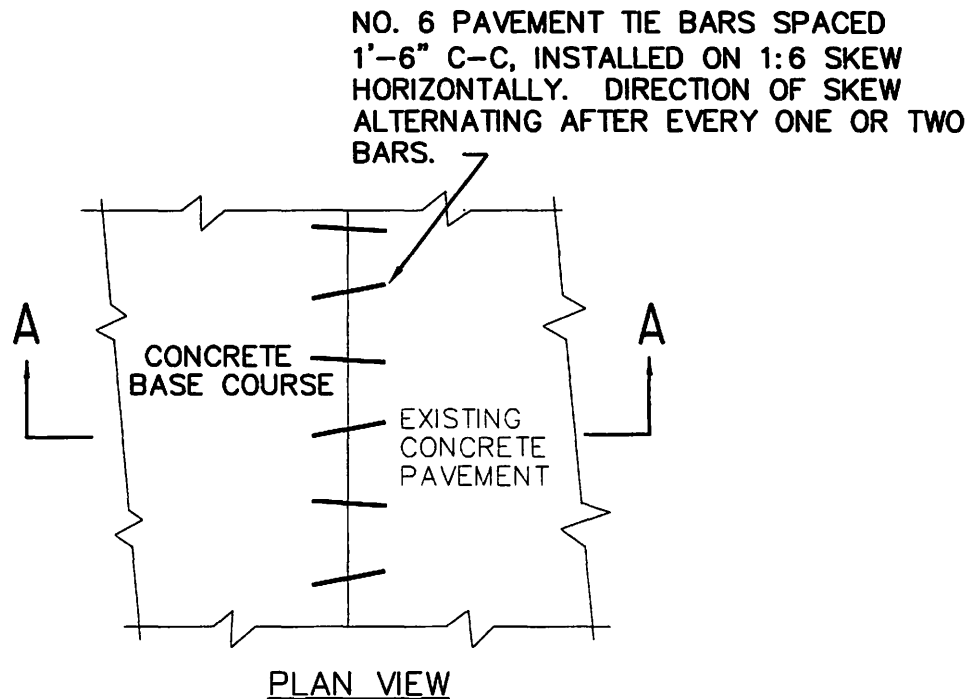


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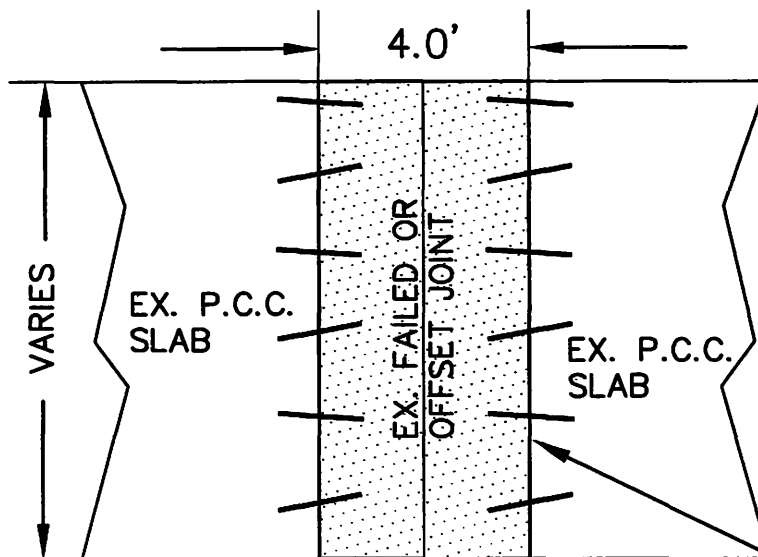
SECTION PAVEMENT DETAILS



SECTION A-A PAVEMENT TIES



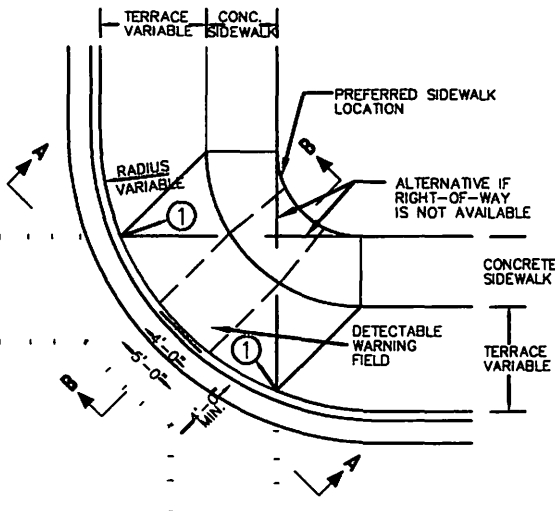
SECTION PAVEMENT DETAILS



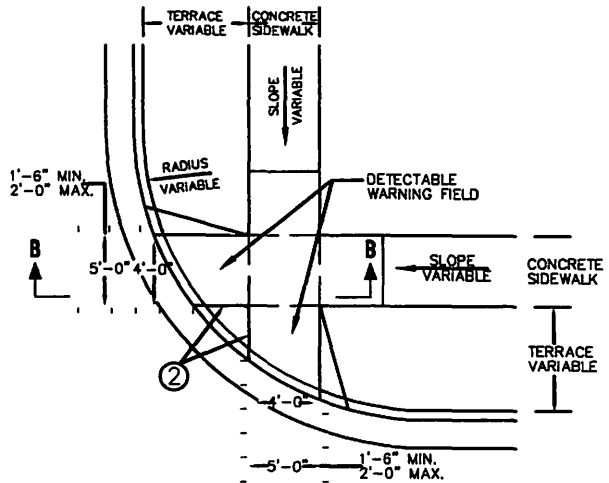
FULL DEPTH SAW 2.0' OFF FAILED JOINT
BOTH DIRECTIONS AND REPLACE WITH
7" P.C.C.

TYPICAL FOR JOINT REPAIR

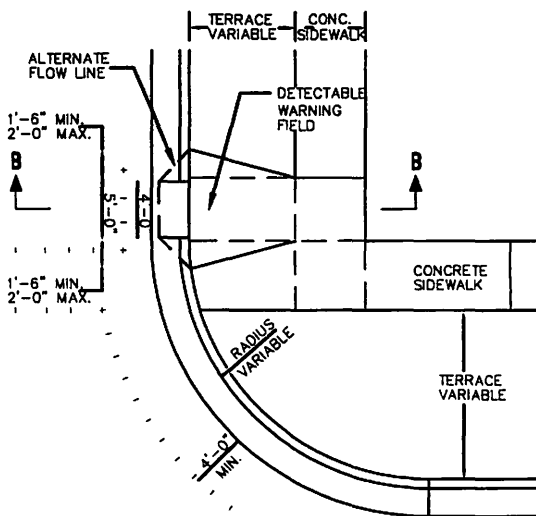
SECTION MISCELLANEOUS DETAILS



**PLAN VIEW
TYPE 1 RAMP
(CENTER OF CORNER RADIUS)**

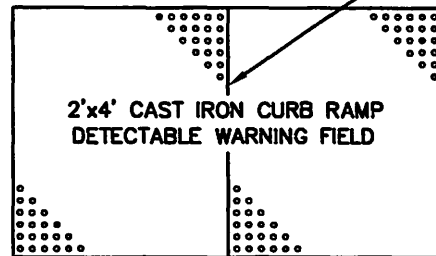


**PLAN VIEW
TYPE 2 RAMP
(ON LINE WITH SIDEWALK)**



**PLAN VIEW
TYPE 3 RAMP
(OUTSIDE OF CROSSWALK AREA)**

**NEENAH # R-4984-24B
TWO PLATES SHALL BE
COMBINED TO FORM A
24" X 48" UNIT**

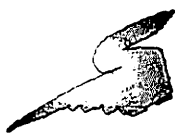


CURB RAMP DETECTABLE WARNING FIELD



N.T.S.
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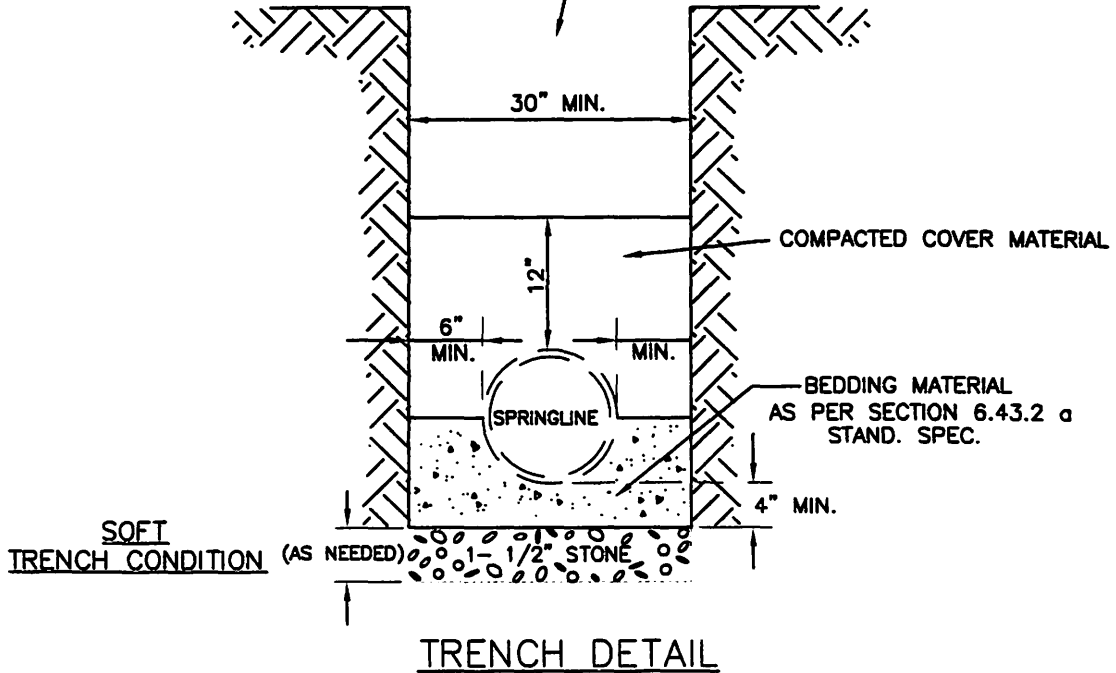
SECTION STORM SEWER DETAILS



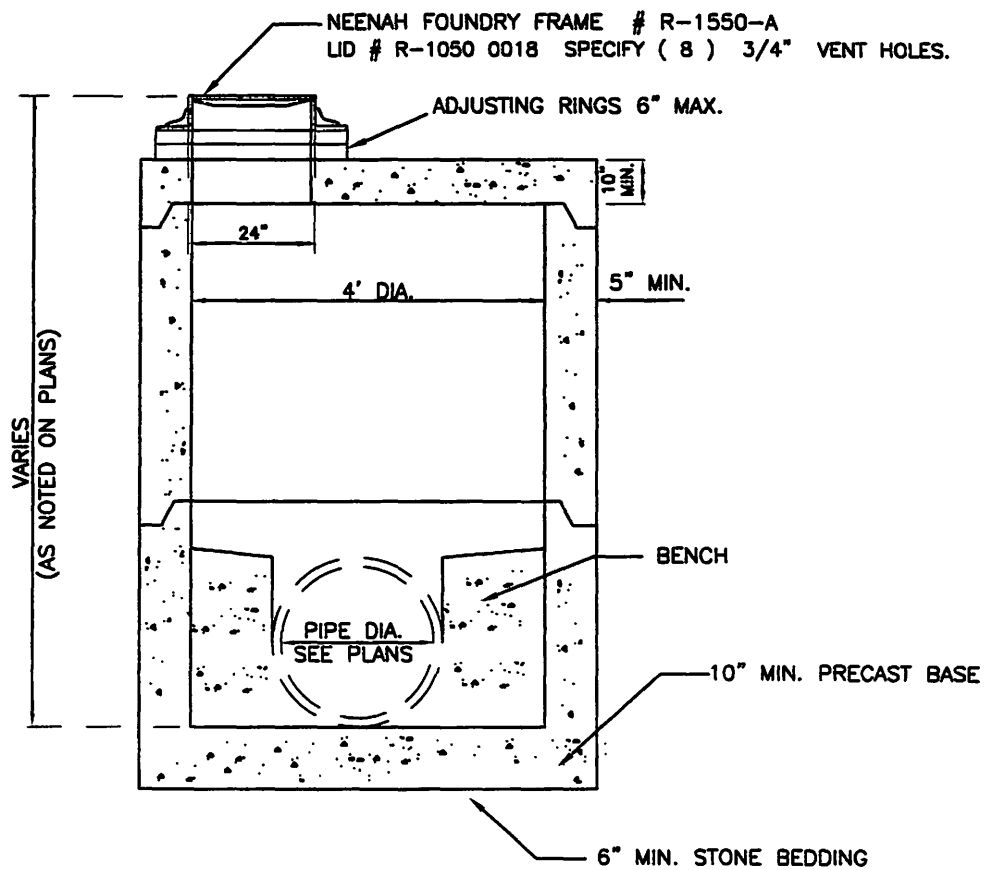
City of
Sheboygan
spirit on the lake

SECTION STORM SEWER DETAILS

SLURRY BACKFILL REQUIRED. SEE THE "PERMIT TO EXCAVATE IN THE PUBLIC RIGHT OF WAY" (BACKFILL REQUIREMENTS) SPECIFICATIONS TO DETERMINE IF COMPACTED GRANULAR BACKFILL CAN BE USED.

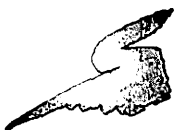


SECTION STORM SEWER DETAILS



4' DIAMETER PRECAST STORM MANHOLE

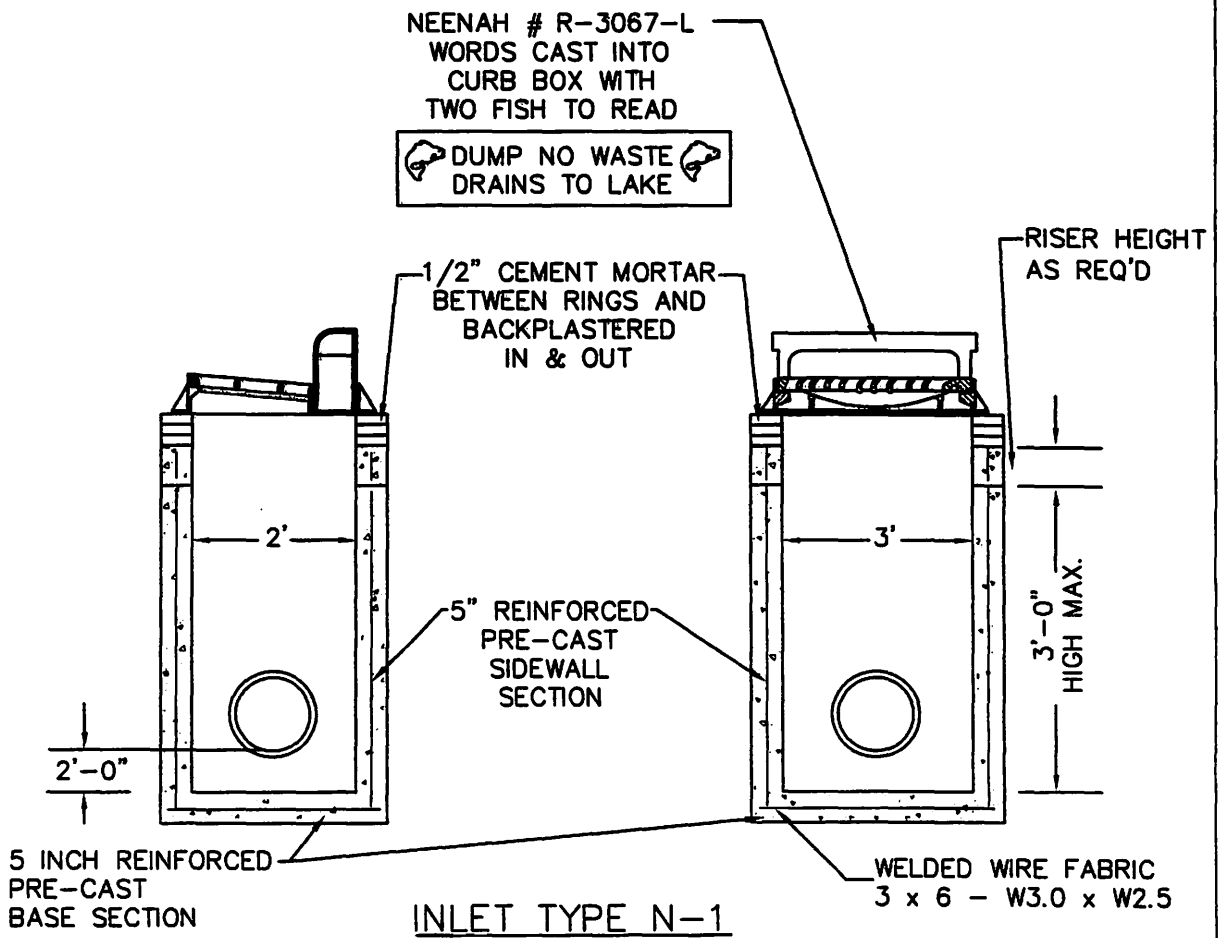
NTS



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 2

SECTION STORM SEWER DETAILS



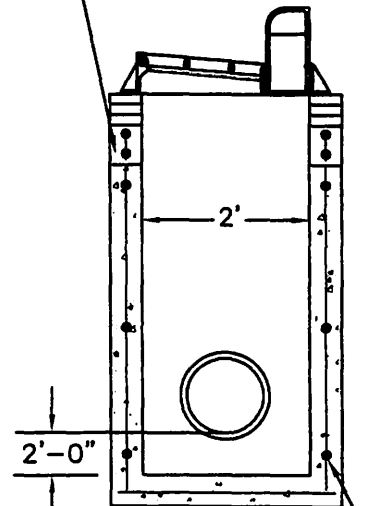
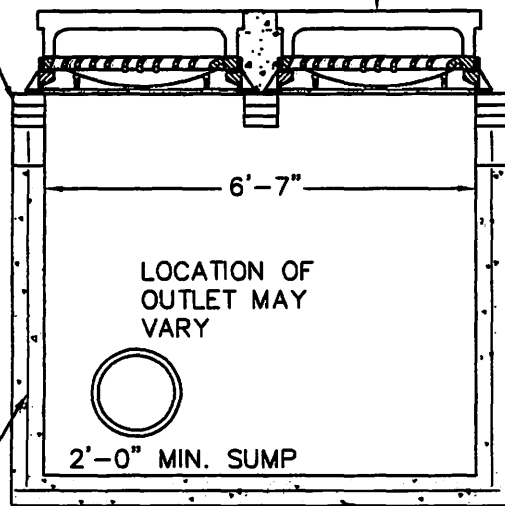
SECTION STORM SEWER DETAILS

NEENAH # R-3067-L
WORDS CAST INTO
CURB BOX WITH
TWO FISH TO READ

DUMP NO WASTE
DRAINS TO LAKE

1/2" CEMENT MORTAR
BETWEEN RINGS AND
BACKPLASTERED
IN & OUT

RISER HEIGHT
AS REQ'D

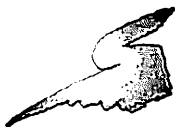


WELDED WIRE FABRIC
3 x 6 - W3.0 x W2.5

6" REINFORCED
PRE-CAST SECTION

#4 REBAR
AS SHOWN

INLET TYPE N-2

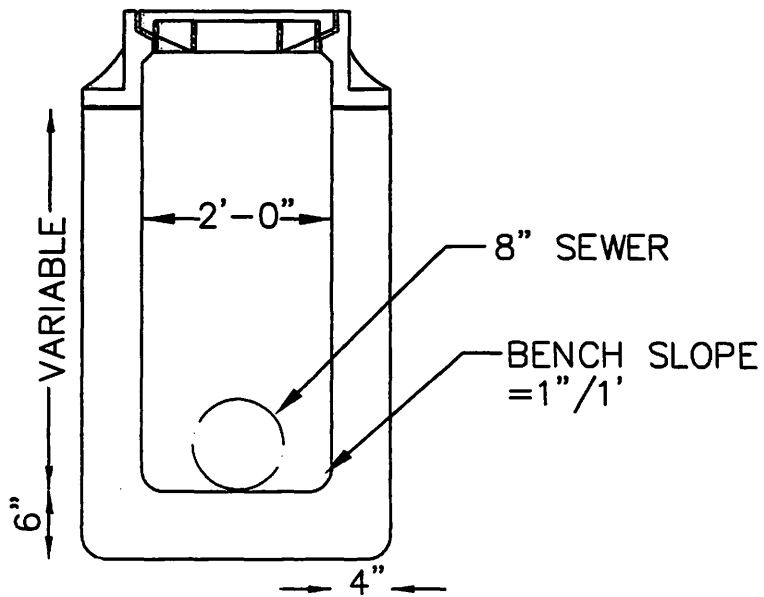


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spirit on the lake

SECTION STORM SEWER DETAILS

CLEANOUT / YARD DRAIN MH.

NEENAH FRAME R-1550 LID R-2050 TYPE C / YARD DRAIN
NEENAH FRAME R-1550 VENTED LID 1040-0022 with (6)
3/4" VENT HOLES (CLEAN-OUT MH.)



STANDARD MINI-STORM MH. DETAIL

N.T.S.

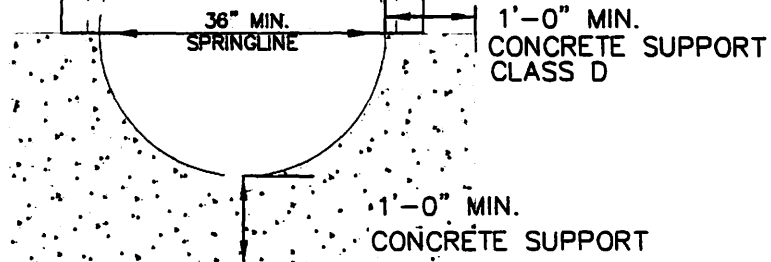
SECTION STORM SEWER DETAILS

NEENAH FRAME R-1550 VENTED LID 1040-0022 with (8)
3/4" VENT HOLES

ADJUSTING RINGS 12" MAX.

STANDARD 48" DIA.
PRE-CAST CONE

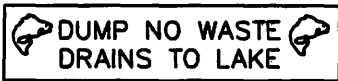
NEATLY SAW AND REMOVE
TOP OF PIPE TO ALLOW A
36" MIN. OPENING



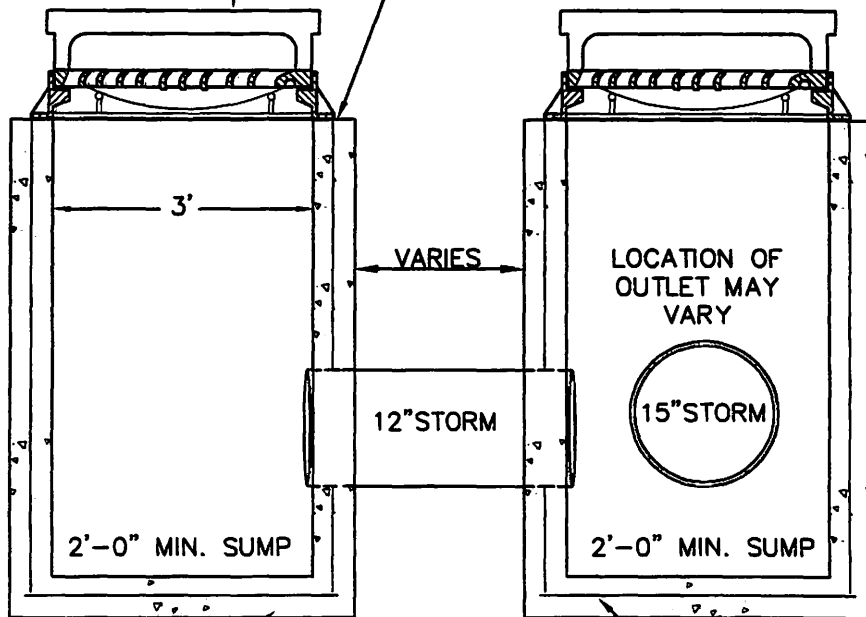
CONCRETE SUPPORT FOR NEW MH. ON LARGER SEWERS

SECTION STORM SEWER DETAILS

NEENAH # R-3067-L
WORDS CAST INTO
CURB BOX WITH
TWO FISH TO READ



ADJUSTING RISERS MAY BE REQ'D.
1/2" CEMENT MORTAR BETW. RINGS
AND BACKPLASTERED IN & OUT



5" REINFORCED PRE-CAST
SECTION

WELDED WIRE FABRIC
3 x 6 - W3.0 x W2.5

STANDARD INLET TYPE N-1 (2)
INSTALLATION



N.T.S.
REVISED JAN.22, 2014
Page 7

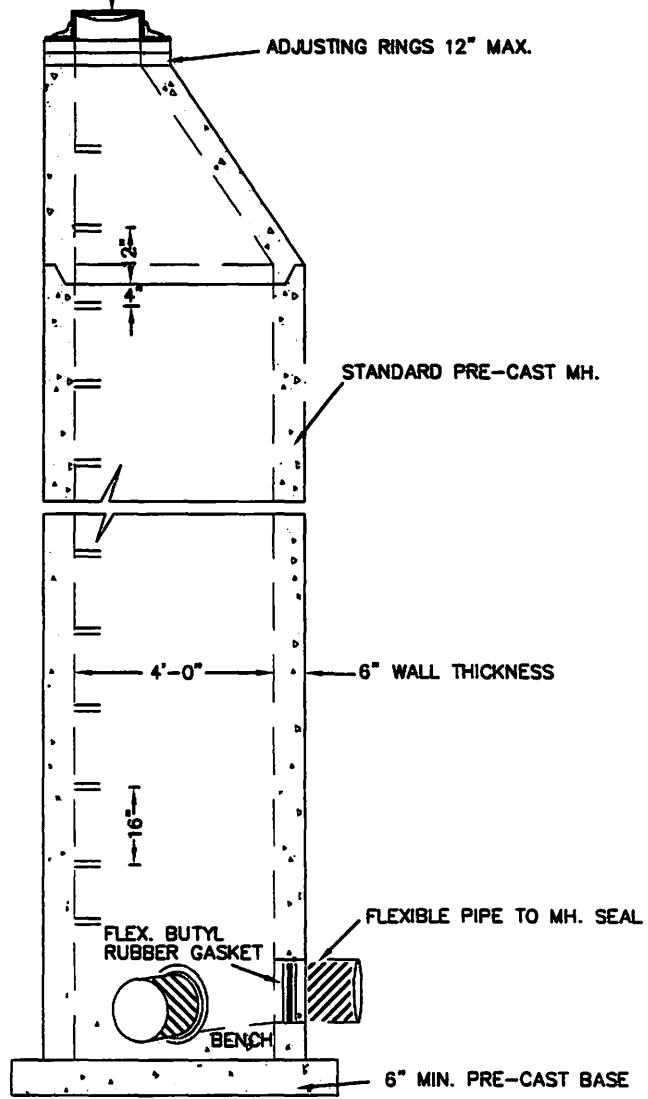
SECTION SANITARY SEWER DETAILS



City of
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spirit on the lake

SECTION SANITARY SEWER DETAILS

NEENAH FOUNDRY FRAME # R-1550-A
LID # R-1040 0022
CONCEALED PICK HOLE
FRAME & COVER

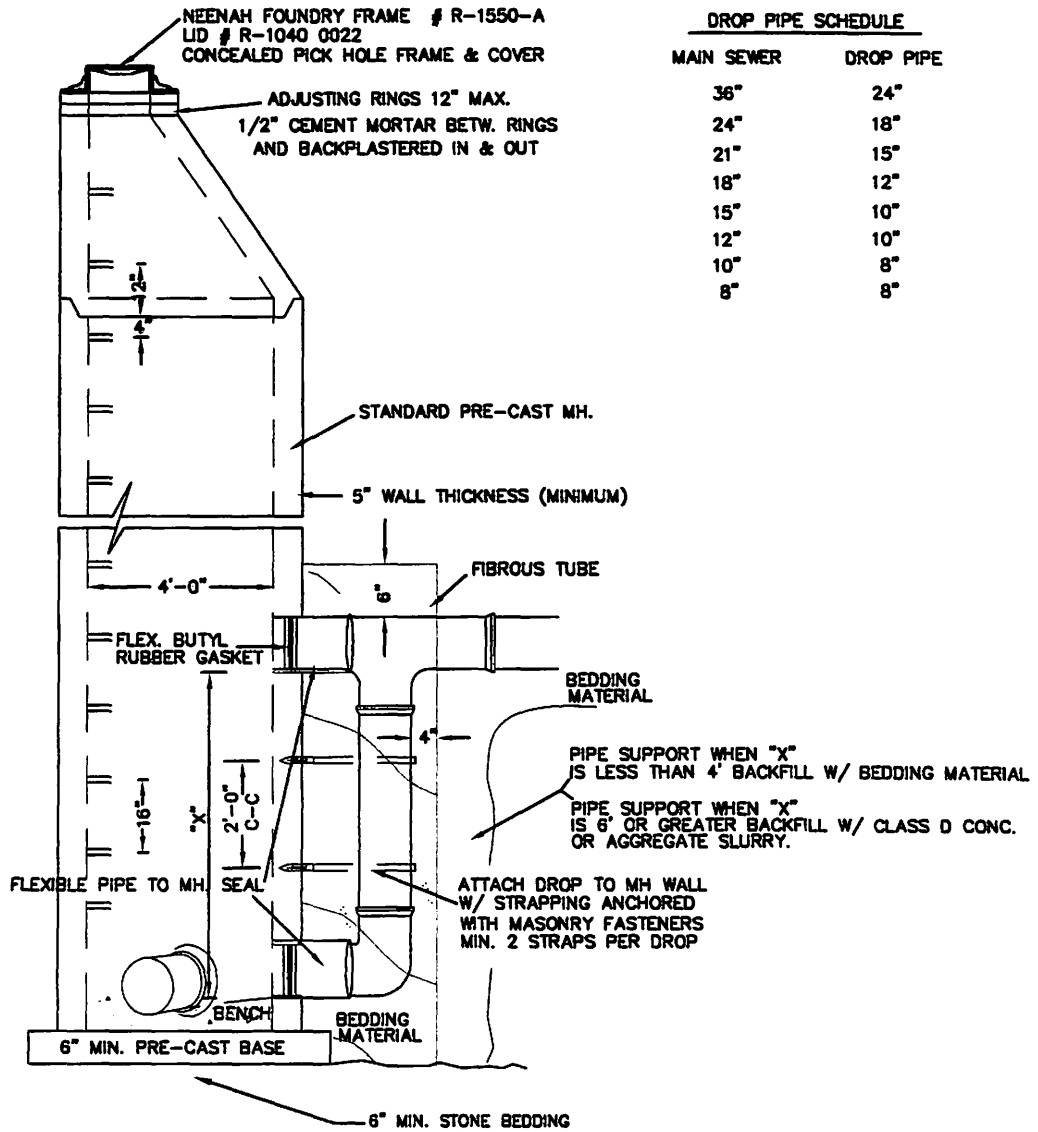


STANDARD SANITARY SEWER MANHOLE
WITH ECCENTRIC CONE



N.T.S.
REVISED JAN.22, 2014
Page 1

SECTION SANITARY SEWER DETAILS



DROP PIPE SCHEDULE	
MAIN SEWER	DROP PIPE
36"	24"
24"	18"
21"	15"
18"	12"
15"	10"
12"	10"
10"	8"
8"	8"

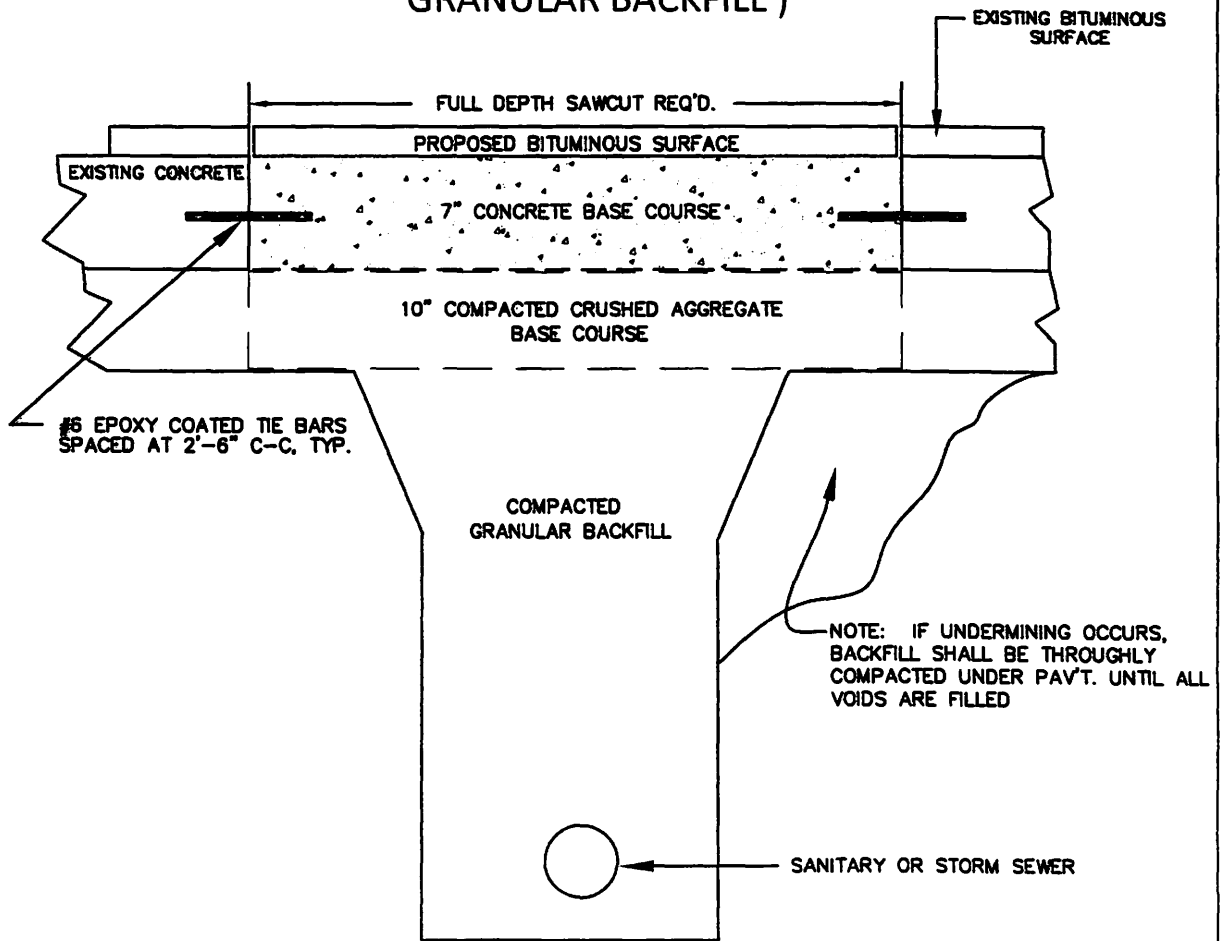
STANDARD SANITARY SEWER-NEW OUTSIDE DROP MANHOLE
WITH ECCENTRIC CONE



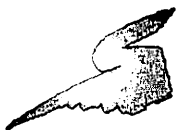
SECTION
PAVING DETAILS



SECTION PAVEMENT DETAILS (WITH COMPACTED GRANULAR BACKFILL)



TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

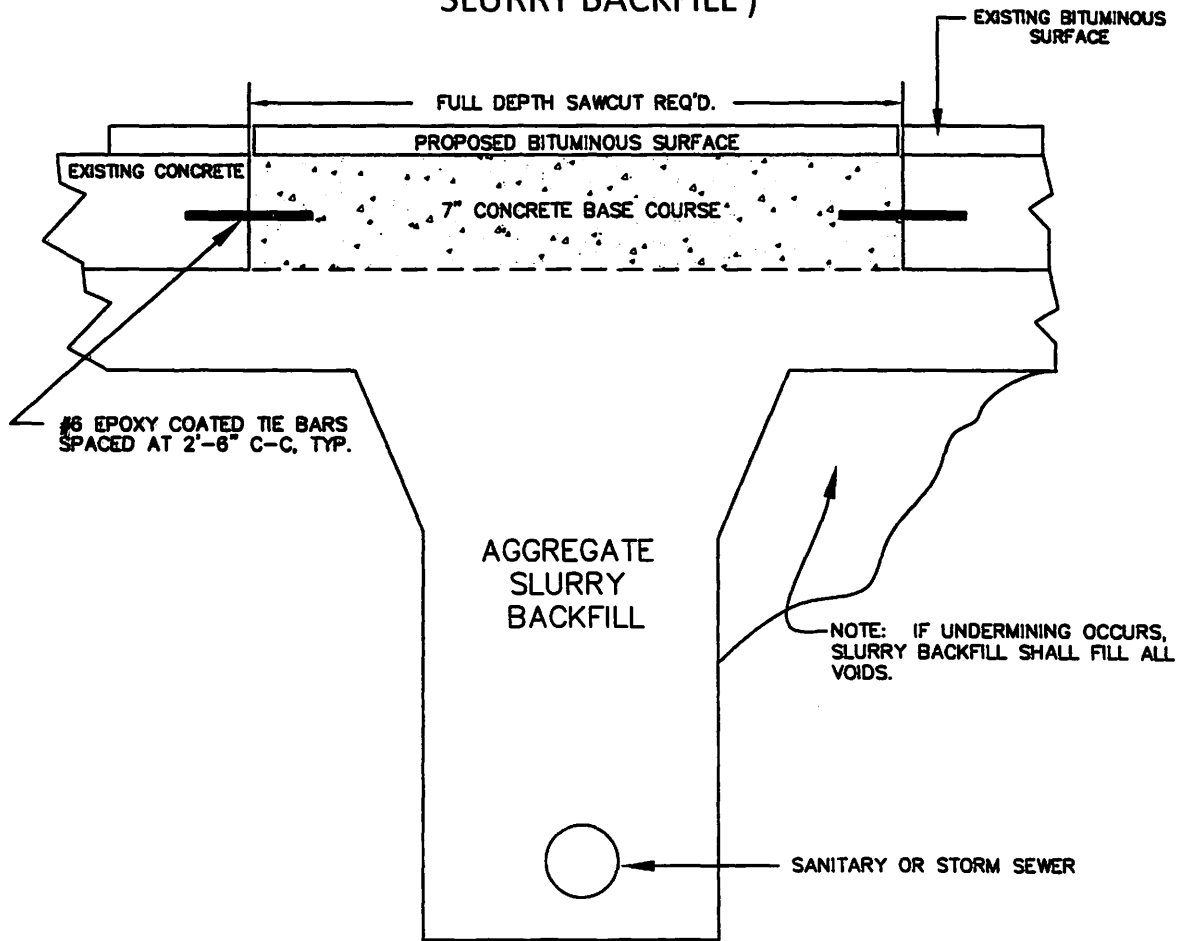


City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 1

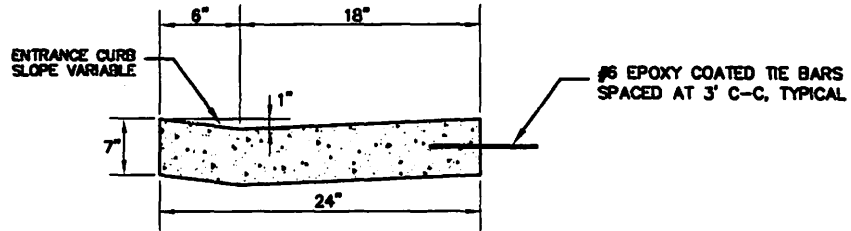
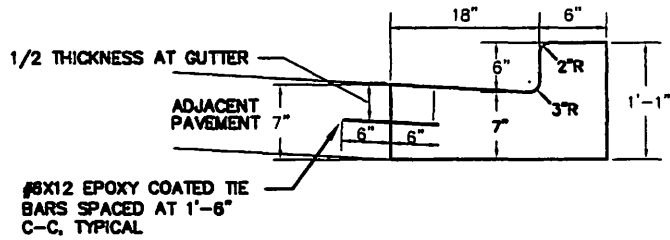
SECTION PAVEMENT DETAILS

(WITH AGGREGATE
SLURRY BACKFILL)

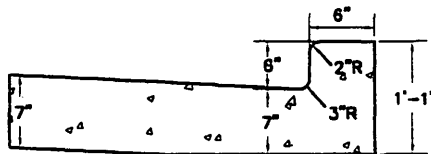


TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

SECTION PAVEMENT DETAILS

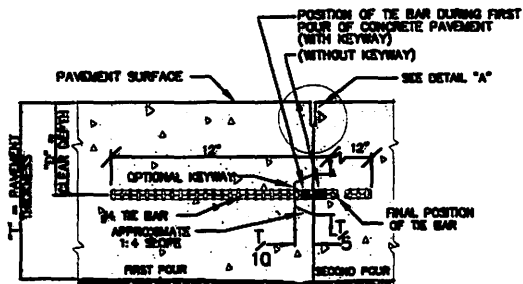


CONCRETE CURB AND GUTTER 24-INCH
FOR REPLACEMENT ADJ. TO EXIST. 6" OR 8" CURB HEAD
& CONCRETE DRIVEWAY ADJ. TO 6" OR 8" CURB HEAD

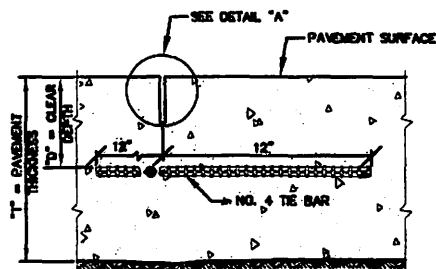


CONCRETE CURB AND GUTTER INTEGRAL, TYPE A
6" OR 8" CURB HEAD

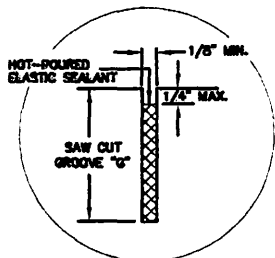
SECTION PAVEMENT DETAILS



CONSTRUCTION JOINT



SAWED JOINT



DETAIL "A"

PAVEMENT THICKNESS "T"	CLEAR DEPTH "D"	SAW CUT GROOVE "G"	MAXIMUM TIE BAR SPACING "S"	
			PAVEMENT WIDTH	
			24' OR 26'	30'
6, 6 1/2"	3 ± 1/2"	2"	45"	42"
7, 7 1/2"	3 1/4" ± 1"	2 1/4"	45"	36"
8, 8 1/2"	3 3/4" ± 1"	2 1/2"	39"	30"
9, 9 1/2"	4 1/4" ± 1"	3"	33"	27"
10, 10 1/2"	4 3/4" ± 1"	3 1/4"	30"	24"
11, 11 1/2"	5 1/4" ± 1"	3 3/4"	27"	21"
12"	5 3/4" ± 1"	4"	24"	21"

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

CONTRACTION JOINTS

THE LOCATION AND ORIENTATION OF CONTRACTION JOINTS THROUGH INTERSECTIONS SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

CONTRACTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

DOWEL BARS SHALL BE PARALLEL TO THE PAVEMENT CENTERLINE AND SURFACE

CONSTRUCTION JOINTS

CONSTRUCTION JOINTS SHALL BE LOCATED A MINIMUM OF 4 FEET FROM THE NEAREST CONTRACTION JOINT AND ALIGNED EITHER PARALLEL TO THE CONTRACTION JOINTS OR AT 90° TO THE CENTERLINE.

CONSTRUCTION JOINTS SHALL BE SEALED AS SHOWN IN DETAIL "A"

TIE BARS MAY BE INSERTED THROUGH THE HEADER BOARD AFTER THE CONCRETE HAS BEEN PLACED.

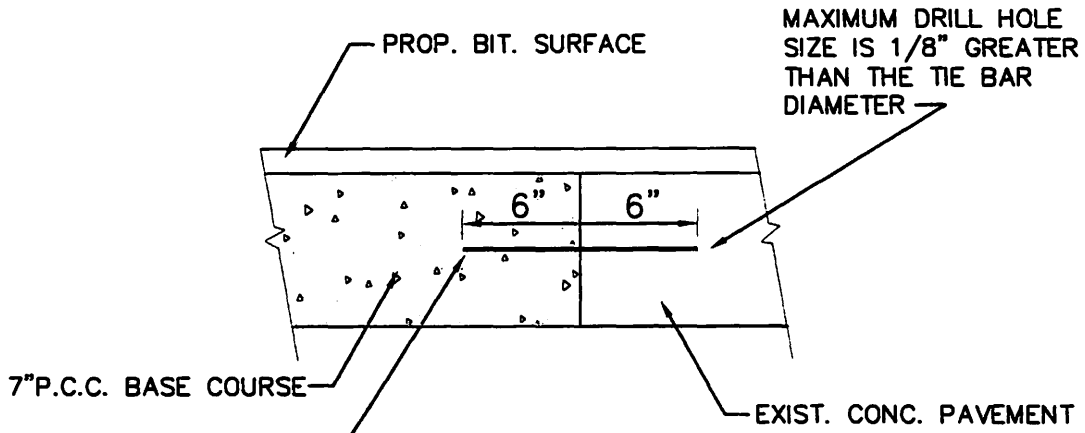
TIE BARS SHALL BE EPOXY COATED IN CONFORMANCE WITH SUBSECTION 505.2.4 OF THE STANDARD SPECIFICATIONS.

REFER TO TYPICAL CROSS SECTIONS FOR PAVED WIDTH AND LOCATION OF LONGITUDINAL JOINTS.

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

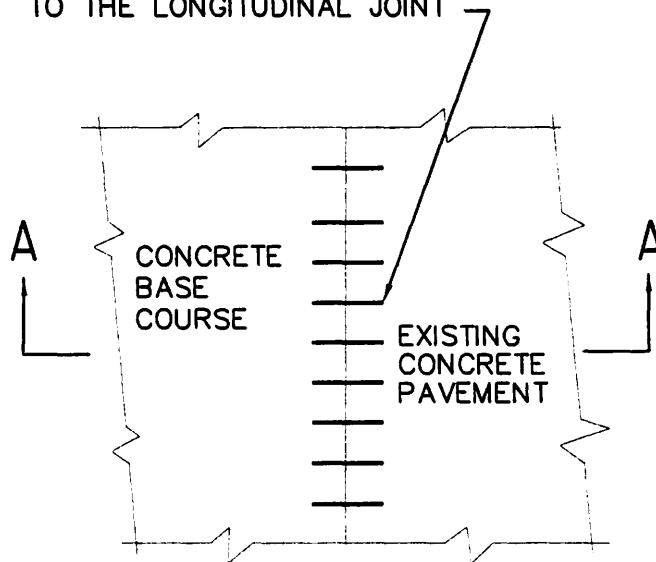


SECTION PAVEMENT DETAILS

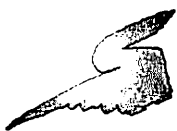


SECTION A-A PAVEMENT TIES

NO. 6 X 12" EPOXY COATED TIE BARS
SPACED 2'-6" C-C, INSTALLED PERPENDICULAR
TO THE LONGITUDINAL JOINT



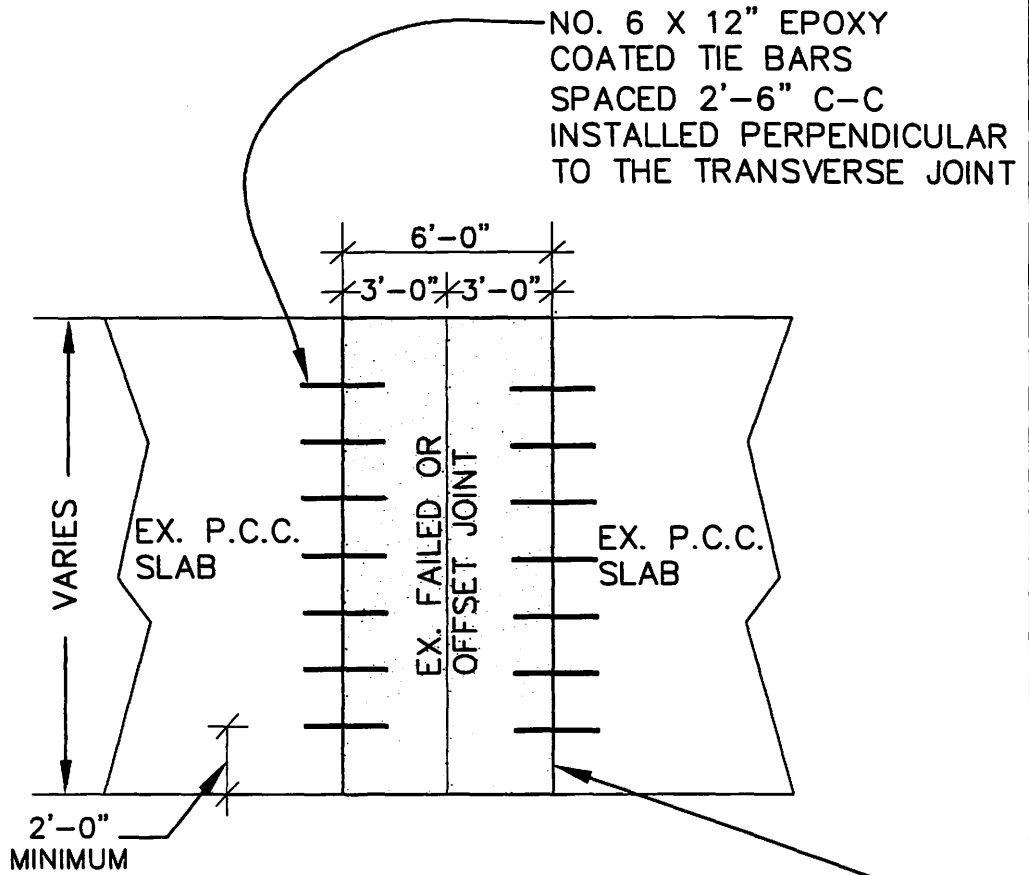
PLAN VIEW



City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014
Page 5

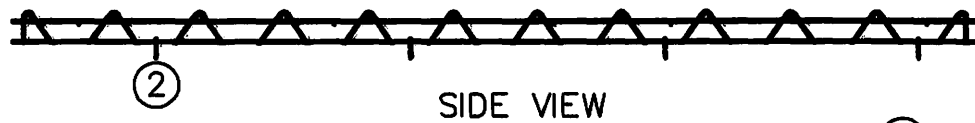
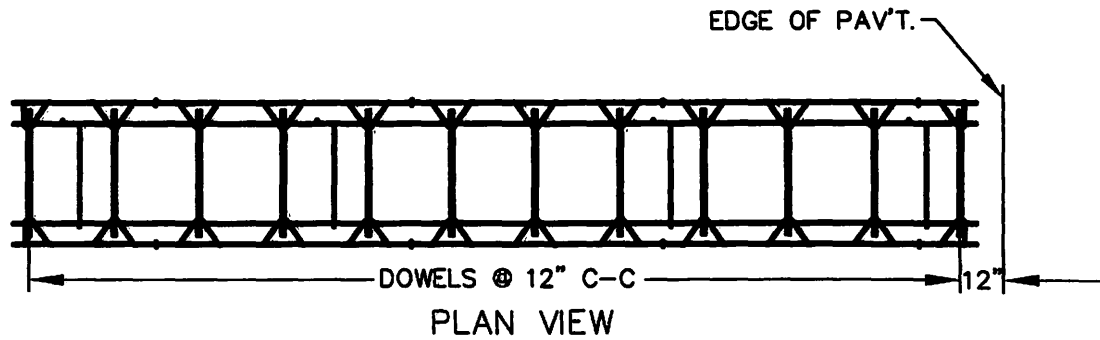
SECTION PAVEMENT DETAILS



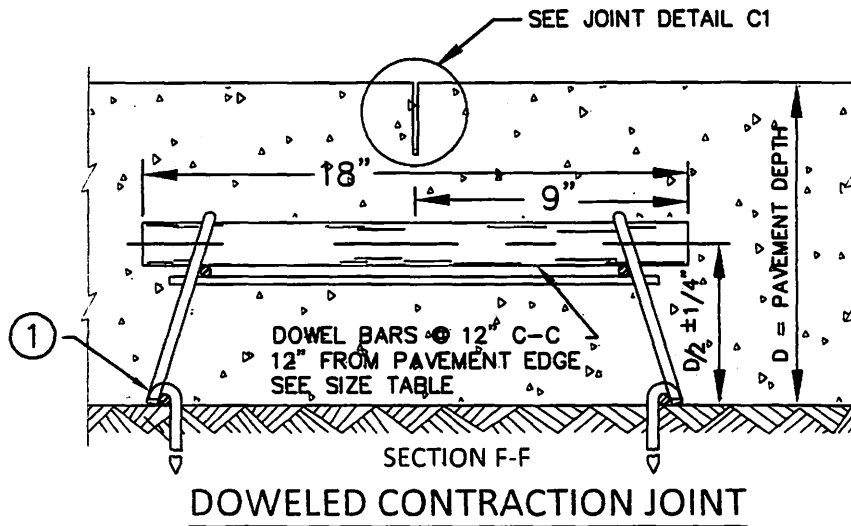
FULL DEPTH SAW 3.0' OFF FAILED JOINT
BOTH DIRECTIONS AND REPLACE WITH
7" P.C.C. OR MATCH EXISTING PAVEMENT
DEPTH IF THE PAVEMENT DEPTH IS GREATER
THAN 7".

TYPICAL FOR TRANSVERSE JOINT REPAIR

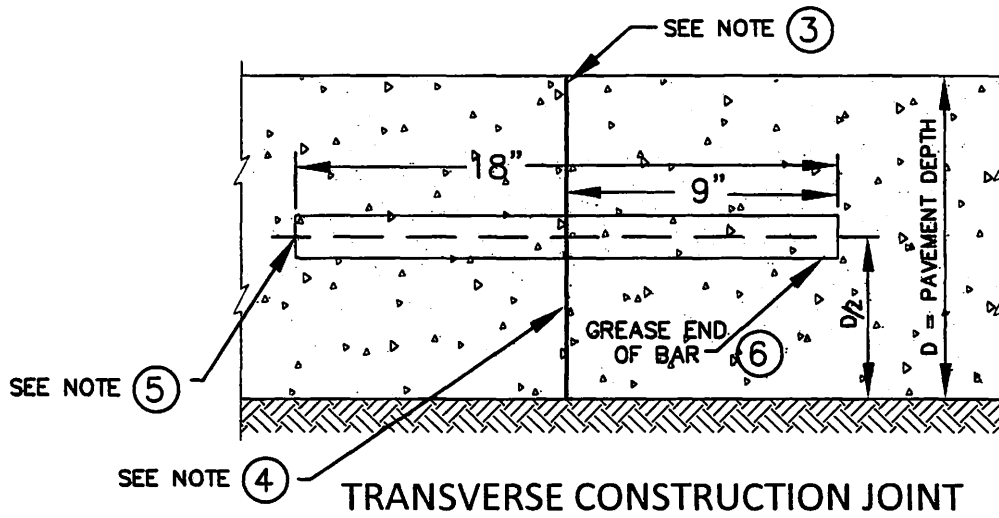
SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



CONTRACTION JOINT DOWEL ASSEMBLY ①



SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



GENERAL NOTES

CONTRACTION JOINTS

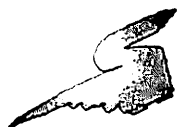
CONSTRUCT TRANSVERSE CONTRACTION JOINTS NORMAL TO THE CENTERLINE. INSTALL DOWEL BARS PARALLEL TO THE PAVEMENT CENTERLINE AND PAVEMENT SURFACE.

FOR PAVEMENT SLABS OF VARYING WIDTHS, LOCATE THE OUTERMOST DOWEL BAR SO THAT THE CENTER OF THE BAR IS A MINIMUM OF 6 INCHES AND A MAXIMUM OF 18 INCHES FROM THE LONGITUDINAL JOINT AND THE FREE EDGE OF PAVEMENT.

CONSTRUCTION JOINTS

LOCATE CONSTRUCTION JOINTS A MINIMUM OF 6 FEET FROM THE NEAREST CONTRACTION JOINT AND ALIGN PARALLEL TO CONTRACTION JOINTS.

- ① OBTAIN THE ENGINEER'S APPROVAL FOR THE USE OF ALTERNATIVE DESIGNS OF THE DOWEL ASSEMBLY. USE MECHANICAL DOWEL BAR INSERTERS OR DOWEL ASSEMBLIES WHEN CONSTRUCTING CONTRACTION JOINTS.
- ② SECURE BASKETS WITH ANCHORS TO HOLD DOWEL BARS IN THE CORRECT POSITION AND ALIGNMENT. TYPE, LOCATION, NUMBER AND LENGTH OF ANCHORS ARE DEPENDENT UPON FIELD CONDITIONS.
- ③ FORM OR SAW CONSTRUCTION JOINTS. PROVIDE A 1/4-INCH RADIUS AT FORMED JOINTS.
- ④ PROVIDE A SMOOTH VERTICAL FACE FOR THE ENTIRE DEPTH OF THE PAVEMENT WHEN FORMING CONSTRUCTION JOINTS.
- ⑤ INSTALL DOWEL BARS AT CONSTRUCTION JOINTS BY FORMING OR DRILLING. INSTALL FORMED DOWEL BARS 12 INCHES C-C AND 12 INCHES FROM PAVEMENT EDGE. REMOVE EXCESS CONCRETE FROM THE FREE END OF THE DOWEL BAR IF DOWEL BARS ARE FORMED THROUGH A HEADER BOARD. INSTALL DRILLED DOWEL BARS ACCORDING TO DRILLED DOWEL BAR CONSTRUCTION JOINT DETAIL.
- ⑥ APPLY A THIN UNIFORM COATING OF SURFACE TREATMENT TO THE FREE END OF DOWEL BARS TO PREVENT BONDING.
- ⑦ ANCHOR DOWEL BARS INTO DRILLED HOLES WITH AN EPOXY. MAXIMUM DRILLED HOLE SIZE IS 1/8-INCH GREATER THAN DOWEL BAR DIAMETER, 9 INCHES IN LENGTH.

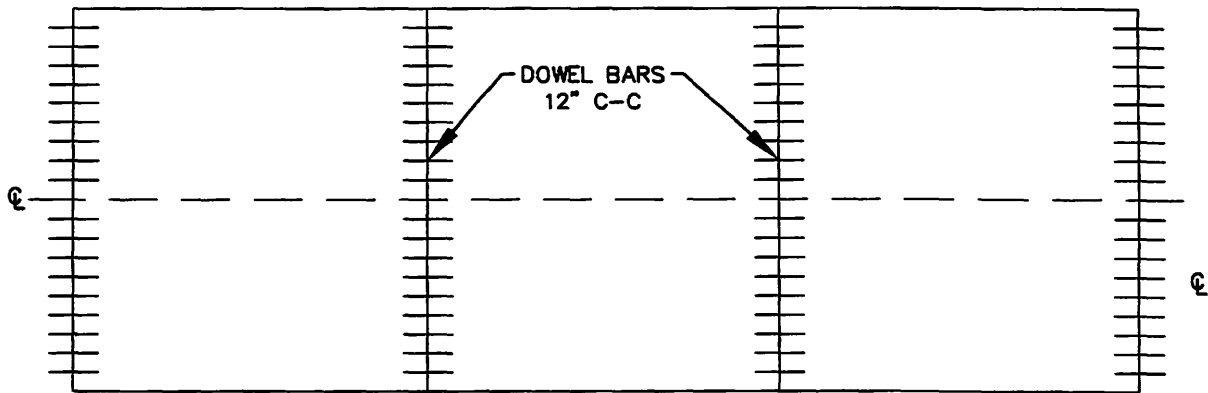


City of
Sheboygan
spirit on the lake

N.T.S.
REVISED JAN.22, 2014

Page 8

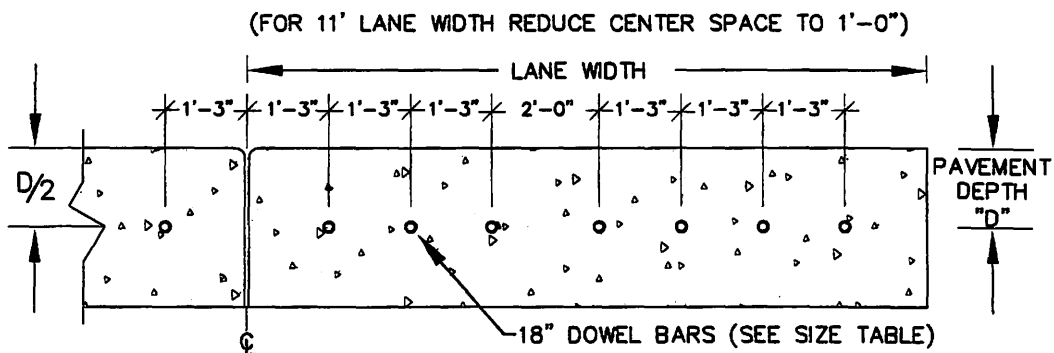
SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



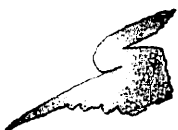
CONSTRUCTION JOINT LOCATIONS

PAVEMENT DEPTH (D)	DOWEL BAR DIAMETER	CONTRACTION JOINT SPACING
5 1/2", 6", 6 1/2"	NONE	12'
7", 7 1/2"	1"	14'
8", 8 1/2"	1-1/4"	15'
9", 9 1/2"	1-1/4"	15'
10 & ABOVE	1-1/2"	15'

PAVEMENT DEPTH, DOWEL BAR SIZE AND JOINT SPACING TABLE

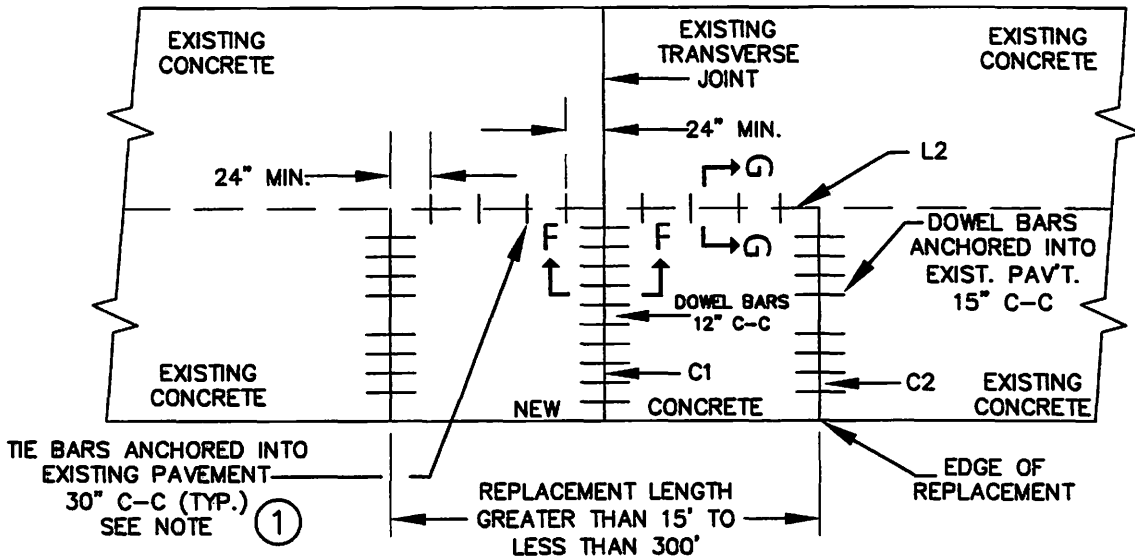


SECTION E-E DRILLED DOWEL BAR CONSTRUCTION JOINT ⑦

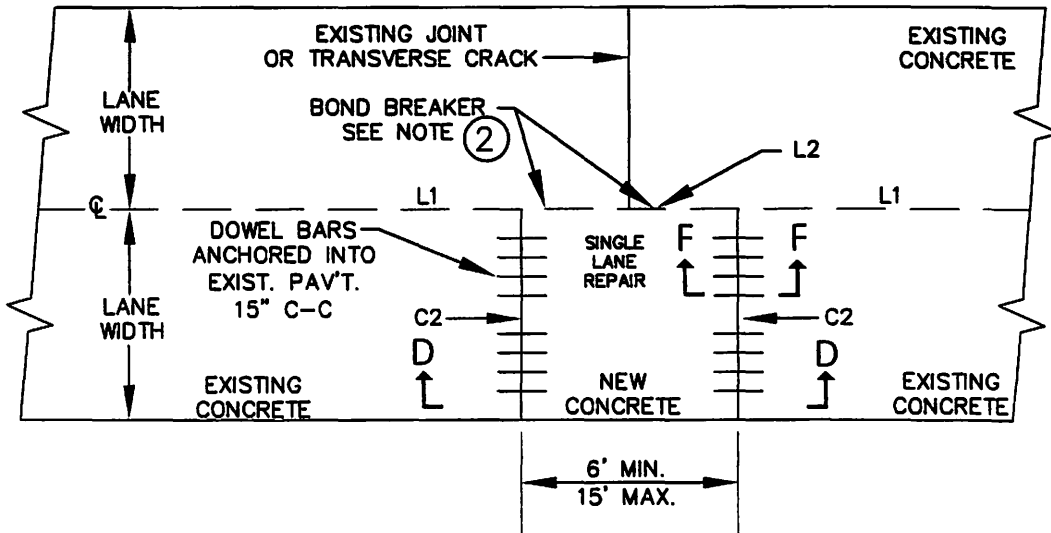


City of
Sheboygan
spirit on the lake

SECTION PAVEMENT DETAILS (DOWELED CONCRETE PAVEMENT REPAIR & REPLACEMENT)



SINGLE LANE CONCRETE PAVEMENT REPLACEMENT PLAN VIEW

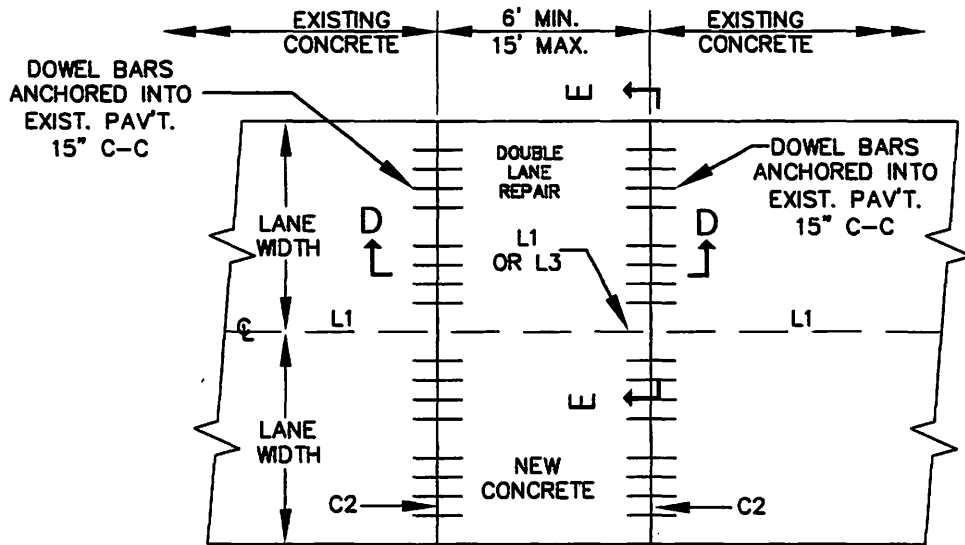


SINGLE LANE CONCRETE PAVEMENT REPAIR PLAN VIEW

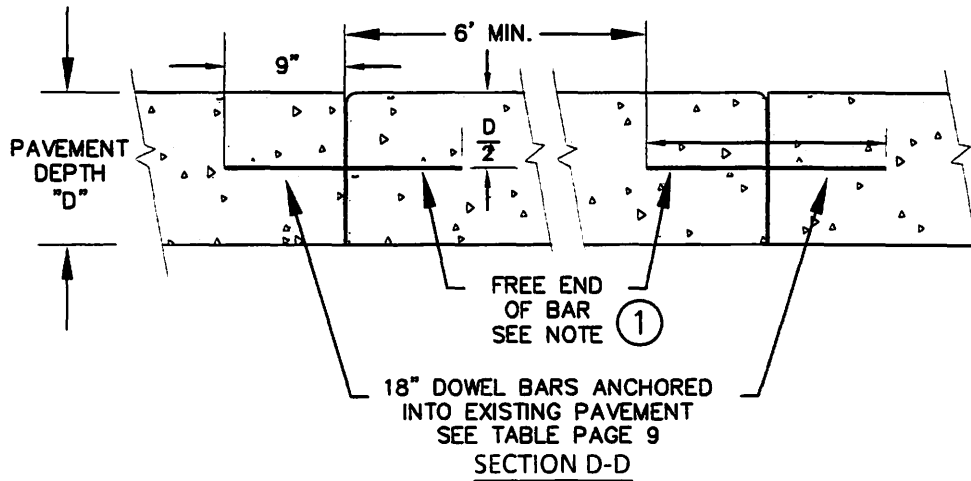
① WITH THE ENGINEER'S APPROVAL, FOR SINGLE LANE PAVEMENT REPLACEMENTS LESS THAN 30 FEET IN LENGTH, THE CONTRACTOR MAY INSTALL DRILLED TIE BARS ON 6:1 SKEW HORIZONTALLY, DIRECTION OF SKEW ALTERNATING WITH EACH SUCCESSIVE BAR. DRIVE SKEWED TIE BARS TO A DEPTH OF 6 INCHES AND TO SUCH A DIAMETER AS TO PROVIDE A TIGHT DRIVEN FIT.

② USE AN ENGINEER-APPROVED BOND BREAKER (E.G. RELEASE AGENT, CURING COMPOUND) FOR SINGLE LANE REPAIRS UP TO 15 FEET IN LENGTH.

SECTION PAVEMENT DETAILS (DOWELED CONCRETE PAVEMENT REPAIR & REPLACEMENT)



MULTI- LANE CONCRETE PAVEMENT REPAIR

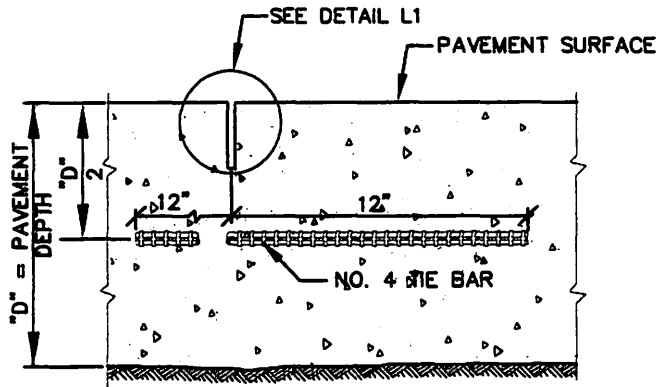


INSTALL DOWEL BARS PARALLEL TO THE PAVEMENT CENTERLINE AND PAVEMENT SURFACE. CONCRETE PAVEMENT REPAIRS OF EXISTING NON-DOWELED CONCRETE PAVEMENTS NEED NOT BE DOWELED. ANCHOR DOWEL BARS AND TIE BARS INTO DRILLED HOLES WITH AN EPOXY.

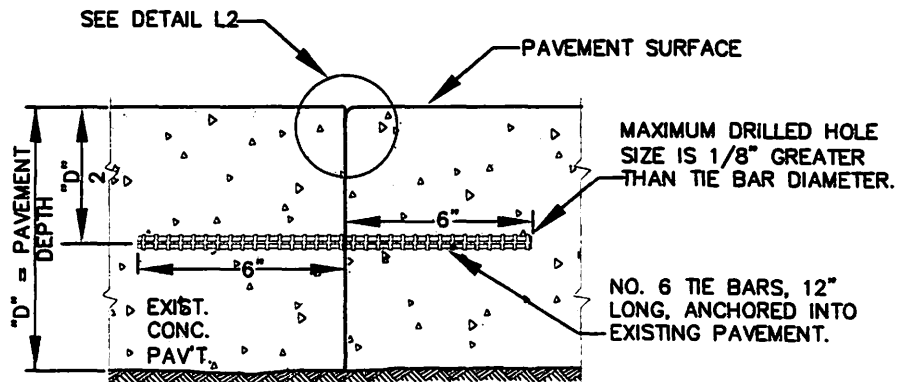
FOR MULTI-LANE CONCRETE PAVEMENT REPLACEMENTS, PROVIDE A MINIMUM DISTANCE OF 15 INCHES FROM ALL TRANSVERSE JOINTS OR EDGES OF REPLACEMENT TO THE CENTER OF THE TIE BAR NEAREST THAT JOINT OR EDGE.

- ① APPLY A THIN UNIFORM COATING OF SURFACE TREATMENT TO THE FREE END OF DOWEL BARS TO PREVENT BONDING.

SECTION PAVEMENT DETAILS (CONCRETE PAVEMENT REPAIR & REPLACEMENT)

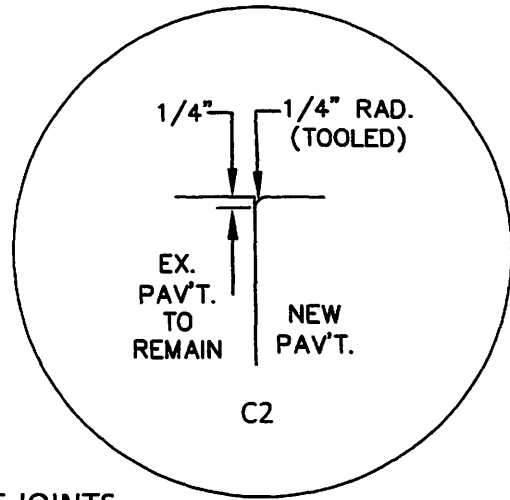
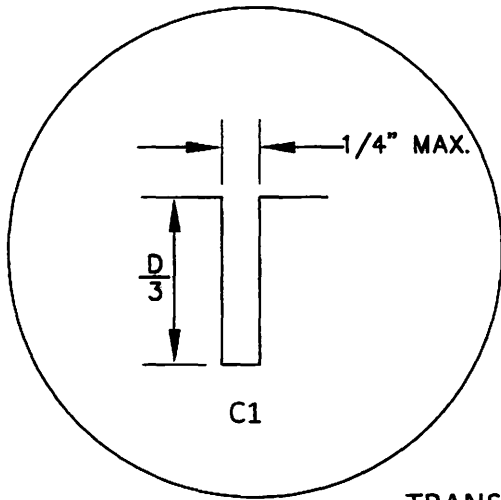


SECTION C-C
SAWED LONGITUDINAL JOINT

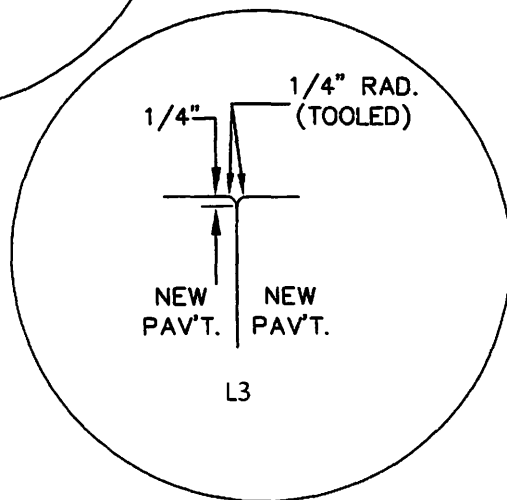
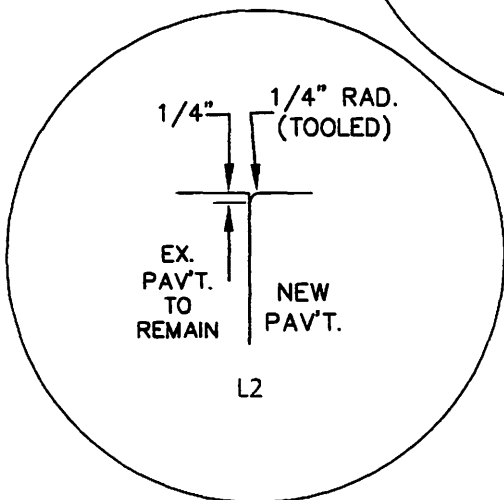
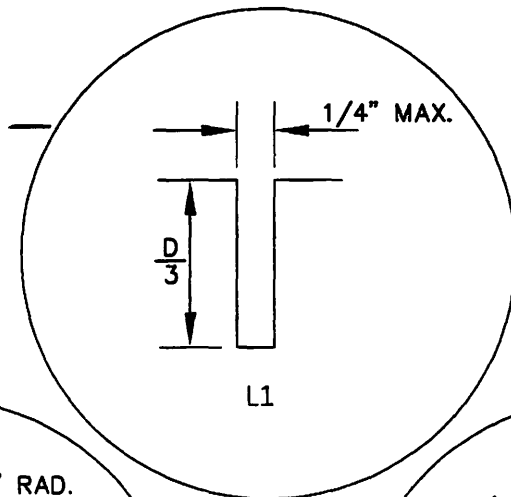


SECTION G-G
TIE BARS ANCHORED
INTO EXISTING PAVEMENT

SECTION PAVEMENT DETAILS (CONCRETE PAVEMENT REPAIR & REPLACEMENT)



TRANSVERSE JOINTS



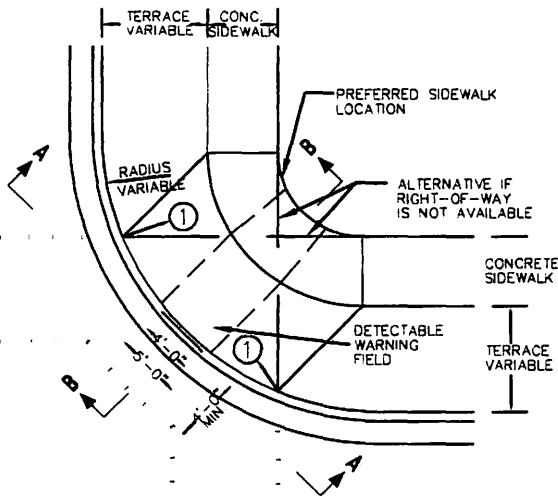
LONGITUDINAL JOINTS

SECTION MISCELLANEOUS DETAILS

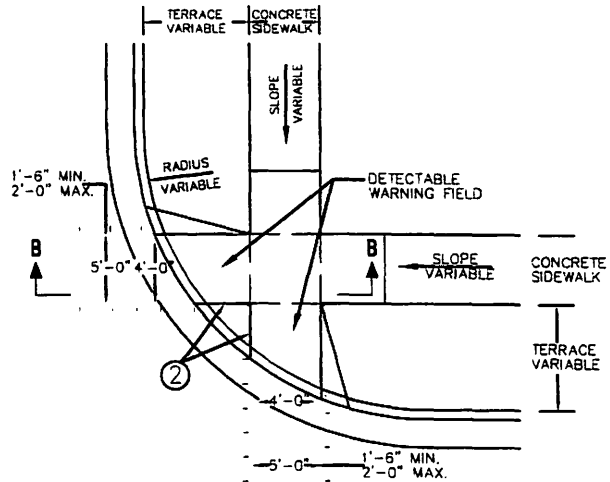


City of
Sheboygan
spirit on the lake

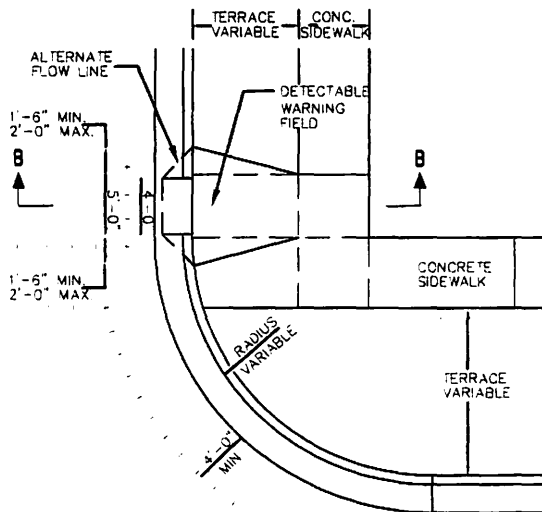
SECTION MISCELLANEOUS DETAILS



**PLAN VIEW
TYPE 1 RAMP
(CENTER OF CORNER RADIUS)**

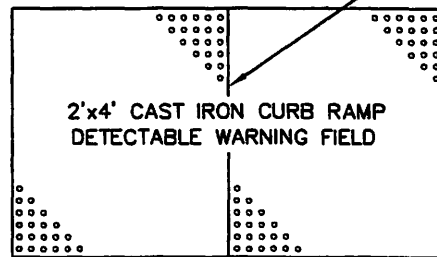


**PLAN VIEW
TYPE 2 RAMP
(ON LINE WITH SIDEWALK)**



**PLAN VIEW
TYPE 3 RAMP
(OUTSIDE OF CROSSWALK AREA)**

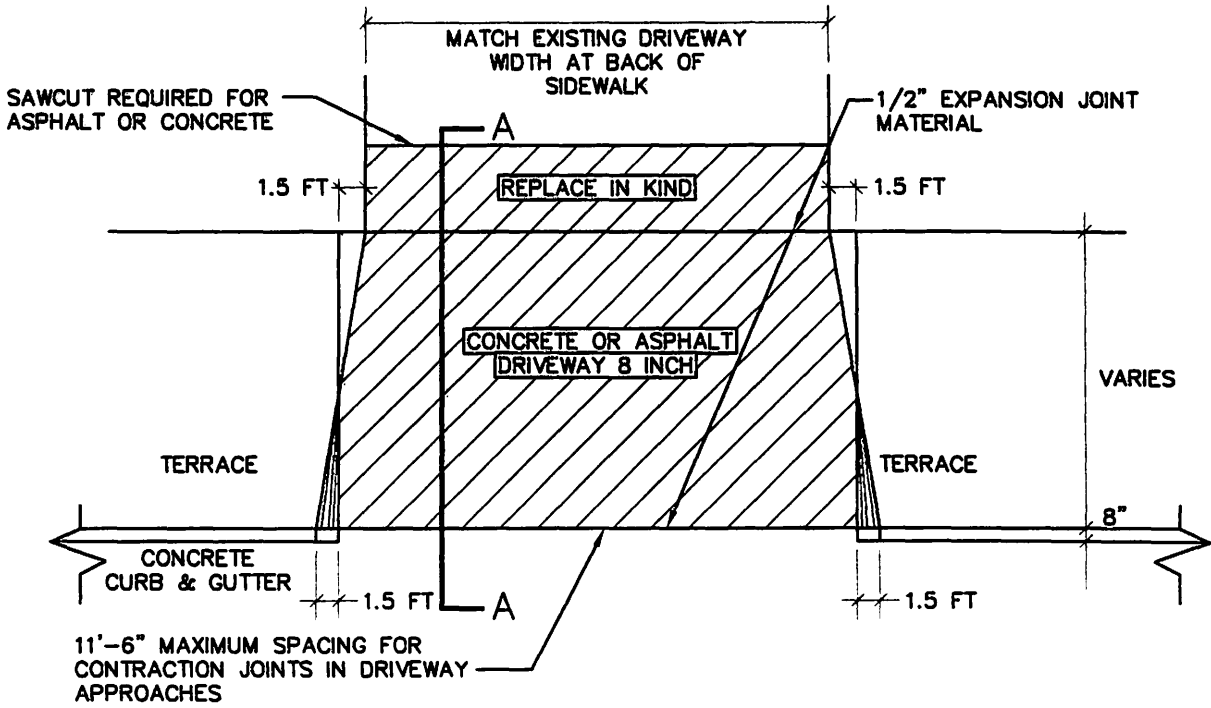
NEENAH # R-4984-24B
TWO PLATES SHALL BE
COMBINED TO FORM A
24" X 48" UNIT



CURB RAMP DETECTABLE WARNING FIELD



SECTION MISCELLANEOUS DETAILS



PRIVATE OR COMMERCIAL DRIVEWAYS



VIII

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Res. No. 26-14-15 by Alderperson Bohren authorizing the Department of Public Works to exceed an existing contract amount by more than 15% the original contract amount for the 2014 Worker's Water Street Park Bank Stabilization Project; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

4.4

Res. No. 26 14 - 15. By Alderperson

June 16, 2014.

A RESOLUTION authorizing the Department of Public Works to exceed an existing contract amount by more than 15% the original contract amount for the 2014 Worker's Water Street Park Bank Stabilization Project (Bid. # 2368-14) was \$40,379.50. The final cost for this project was \$60,027.63. The additional contract cost was due to the extra riprap which was needed to stabilize the existing 80-year old wood pile retaining wall which was much more deteriorated than originally designed for.

RESOLVED: That the Department of Public Works is hereby authorized and directed to exceed the original contract amount by more than 15% for the 2014 Worker's Water Street Park Bank Stabilization Project (Bid. # 2368-14).

*P.W.
approve*

James A. Bohne

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

4.4

III

28

VIII

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Res. No. 27-14-15 by Alderperson Bohren authorizing the appropriate City Officials to enter into a State/Municipal Agreement Revision No. 2, I.D. 4640-01-5354 for design and construction for the Sidewalk Gap Improvement Project scheduled for construction in 2014; recommends that the Resolution be passed.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

4.5

Res. No. 27 - 14 - 15. By Alderperson

June 16, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement Revision No. 2, I.D. 4640-01-5354 for design and construction for the Sidewalk Gap Improvement project scheduled for construction in 2014.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the revised State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Sidewalk Gap Improvements.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

*P.W.
approves*

James A. Bohra

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

Revision #2
STATE / MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT
NON-MOTORIZED TRANSPORTATION PILOT PROGRAM
(NTPP)

DATE: May 30, 2014
I.D.: 4996-01-53/54
HIGHWAY: Local Street **LENGTH:** N/A
TITLE: Sidewalk Gap Improvement
LIMITS: City of Sheboygan
COUNTY: Sheboygan

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.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility (describe and give reason for request): The City of Sheboygan has a connective grid system of sidewalks throughout the community. However, in some areas of the City the grid system's connectivity is disrupted due to significant gaps.

Proposed Improvement (nature of work): The proposed improvement is to construct sidewalks to fill the critical gaps that have been identified in the City's grid system.

Describe non-participating work included in the project contract: None

Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality: Purchase of any necessary R/W as needed for the improvement.

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering: 4996-01-53					
Plan Development	\$182,505	\$182,505	100%*	\$0	0%
Consultant Review	\$10,000	\$10,000	100%*	\$0	0%
State Review and Proratable	\$2,000	\$2,000	100%*	\$0	0%
Design SUBTOTAL:	\$194,505	\$194,505	100%*	\$0	0%
Construction (Participating) : 4996-01-54					
Normal Participating	\$850,000	\$850,000	100%*	\$0	0%
Construction Engineering	\$60,000	\$60,000	100%*	\$0	0%
Consultant Review	\$20,000	\$20,000	100%*	\$0	0%
State Review and Proratable	\$2,009	\$2,009	100%*	\$0	0%
Non-Participating	\$3600	\$0	0%	\$3600	100%
Const. SUBTOTAL:	\$935,609	\$932,009	100%*	\$0	0%
TOTAL COST DISTRIBUTION:	\$1,130,114	\$1,126,514	100%*	\$3600	0%

*Federal Non-motorized Transportation Pilot Program (NTPP) will fund 100% of the combined project cost up to a maximum amount of \$1,126,514 with the City of Sheboygan funding the balance of the project costs and any costs in excess of the federal cap amount.

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.

The project which is the subject of this State/Municipal Agreement is being financed through grant money awarded to Sheboygan County, Wisconsin, under the nonmotorized transportation pilot program established under Sec. 1807 of P.L. 109-59, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)". The undersigned, being authorized to do so, approve and consent on behalf of Sheboygan County, Wisconsin, to the use of the grant money under the terms of this State/Municipal agreement.

Signed for and in behalf of _____ City of Sheboygan _____
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, construction, and other) 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 necessary for the surface water drainage.
 - c) Construction engineering incidental to inspection and supervision of actual construction work excluding any spot sanitary repairs.
 - d) Signing and pavement marking including detour routes.
 - e) Construction or replacement of sidewalks and surfacing of private driveways.
 - f) 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) Real estate for the improvement.
 - c) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - d) Conditioning, if required, and maintenance of detour routes.
 - e) Repair damages to roads or streets caused by their use in hauling materials incidental to the improvement.
- 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) Prohibit angle parking.
- c) Regulate and prohibit all parking at locations where and when the pavement area usually occupied by parking vehicles will be needed to carry active traffic in the street.
- d) Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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.
- e) The local unit of government will be 100% responsible for all costs associated with utility issues involving the contractor.
- f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

9. Basis for Local Participation:

- a. ID 4996-01-53: Design is funded with 100% federal/earmark funding. This portion of the project is subject to the cumulative project federal funding cap. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding.
- b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
- c. Utility items are funded 100% by the Municipality.
- d. ID 4996-01-54: Construction:
 - i. Costs for construction of sidewalks: are funded with 100% federal/earmark funding. This portion of the project is subject to the cumulative project federal funding cap.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 100% with federal funding. This portion of the project is subject to the cumulative project federal funding cap.
- e. Project Cap: In accordance with Non-motorized Transportation Pilot Program (NTPP) guidelines, this project has a federal funding cap of \$1,126,514. This federal funding cap applies to all federally funded project phases.

[End of Document]

VIII

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Res. No. 28-14-15 by Alderperson Bohren authorizing the appropriate City Officials to enter into a State/Municipal Agreement, I.D. 4996-01-72/73 for design and construction of Superior Ave. from N. Taylor Dr. to N. 29th St.; recommends that the Resolution be passed.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

4.6

Res. No. 28 - 14 - 15. By Alderperson

June 16, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-01-72/73 for design and construction of Superior Ave. from N. Taylor Dr. to N. 29th St.

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 Superior Ave. from N. Taylor Dr. to N. 29th St. for the proposed sum of \$1,137,106 of which the Federal/State share is \$699,320 and of which the City of Sheboygan's share is \$437,786.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

*P.W.
approve*

James A. Bohan

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

2.41



28

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**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP URBAN
STP URBAN 50,000 - 200,000
Sub-program #: 206

Date: JUNE 6, 2014
I.D.: 4996-01-72/73
Road Name: C SHEBOYGAN, SUPERIOR AVE
Limits: N TAYLOR DR TO N 29TH ST
County: SHEBOYGAN
Roadway Length: 0.3 miles
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN

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 Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility has 2-12 foot lanes with an urban cross section. The existing pavement is concrete and has transverse, longitudinal cracking, and rutting; it was last improved in 1980. There is existing curb and gutter and sidewalk. There is existing spot lighting.

Proposed Improvement - Nature of work: The proposed construction is for a reconstruction of the urban cross section. New concrete pavement, curb and gutter, and sidewalk will be installed. Spot lighting will be improved. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be constructed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

Project design costs are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%, in accordance with the STP-Urban program guidelines. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT.

The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4996-01-72					
Design	\$106,605	\$65,562	62%	\$41,043	39%
State Review	\$35,533	\$21,853	62%	\$13,680	39%
ID 4996-01-73					
Participating Construction	\$888,370	\$546,348	62%	\$342,022	39%
Non-Participating Construction	\$0		0%	\$0	100%
State Review	\$106,598	\$65,558	62%	\$41,040	39%
Total Est. Cost Distribution	\$1,137,106	\$699,320	N/A	\$437,786	N/A

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.
 - 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 after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP Urban improvement must be constructed and in final acceptance within six years from the start of

State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) 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 [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be

adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:
 - a. ID 4996-01-72: Design is funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.

b. ID X: Costs for utility items are funded 100% by the Municipality

c. **ID 4996-01-73: Construction:**

i. Costs for reconstruction: are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%.

ii. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the municipality.

[End of Document]



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 6, 2014

DAVID BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-01-72/73
C SHEBOYGAN, SUPERIOR AVE
SHEBOYGAN County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Carpenter".

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

VIII

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Res. No. 29-14-15 by Alderperson Bohren authorizing the appropriate City Officials to enter into a State/Municipal Agreement, I.D. 4996-01-78/79 for design and construction of North Ave. from Calumet Dr. to N. 15th St.; recommends that the Resolution be passed.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IIIIV

III

4.7

Res. No. 29 - 14 - 15. By Alderperson

June 16, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-01-78/79 for design and construction of North Ave. from Calumet Dr. to N. 15th St.

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 North Ave. from Calumet Dr. to N. 15th St. for the proposed sum of \$3,758,656 of which the Federal/State share is \$2,304,251 and of which the City of Sheboygan's share is \$1,363,505.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

*P.W.
approval*

James A. Bohne

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

7.4



PS



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET STP-URBAN
PROJECT**

Program Name: STP URBAN
STP URBAN 50,000 - 200,000
Sub-program #: 206

Date: JUNE 6, 2014
I.D.: 4996-01-78/79
Road Name: C SHEBOYGAN, NORTH AVE
Limits: CALUMET DR TO 15TH ST
County: SHEBOYGAN
Roadway Length: 0.6 miles
Functional Classification: MINOR ARTERIAL
Project Sponsor: CITY OF SHEBOYGAN

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 Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

Project design and construction costs are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%, in accordance with the STP-Urban program guidelines. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019 In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.



Division of Transportation
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JUNE 6, 2014

DAVID BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
CITY OF SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-01-78/79
C SHEBOYGAN, NORTH AVE
Sheboygan County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Carpenter".

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS							
PHASE	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	\$356,839	\$219,456	62%			\$137,383	39%
State Review	\$89,203	\$54,860	62%			\$34,343	39%
ID 4996-01-80 Railroad							
Crossing Surface	\$101,000	\$8,080	8%	\$90,900	90%	\$2,020	2%
ID 4996-01-81 Railroad							
Signals	\$252,500	\$202,000	80%			\$50,500	20%
ID 4996-01-79							
Participating Construction	\$2,632,035	\$1,618,702	62%			\$1,013,333	39%
Non-Participating Construction	\$0		0%			\$0	100%
State Review	\$327,079	\$201,154	62%			\$125,925	39%
Total Est. Cost Distribution	\$3,758,656	\$2,304,251	N/A			\$1,363,505	N/A

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible rail items: crossing surface and signals.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - 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 after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written**

request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) 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 [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:
 - a. ID 4996-01-78: Design is funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.
 - b. ID 4996-01-80: Costs for railroad crossing surface are funded with 8% federal funding when the municipality agrees to provide 2% of costs and railroad agrees to provide the remaining 90%.

- c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.
- d. ID X: Costs for utility items are funded 100% by the Municipality.
- e. ID 4996-01-79: Construction:
 - i. Costs for reconstruction: are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.

[End of Document]

IV

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Gen. Ord. No. 15-14-15 by Alderperson Heidemann repealing and recreating Article IV of Chapter 110 of the Municipal Code relating to right-of-way excavations; recommends that the attached Substitute Ordinance be passed.

Consent

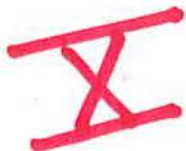
Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI



6.2

Subs. of Gen. Ord. No. 15 - 14 - 15. By Alderperson Heidemann.
July 7, 2014.

AN ORDINANCE repealing and recreating Article IV of Chapter 110 of the Municipal Code relating to right-of-way excavations.

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

Section 1. Article IV of Chapter 110 of the Sheboygan Municipal Code entitled "Excavations" is hereby repealed and recreated to read as follows:

"Chapter 110 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

. . .

ARTICLE IV. EXCAVATIONS

Sec. 110-241. *Definitions.*

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person requesting permission to excavate, obstruct and/or occupy the street right-of-way.

Department means the Department of Public Works of the City.

Department Inspector means any person authorized by the Department to carry out inspections related to the provisions of this chapter.

Diggers Hotline shall mean "the statewide one-call notification system," which was developed in order to provide excavators and the general public with the ability to inform multiple owners of underground facilities of intended non-emergency excavation via a single telephone call.

Director means the Director of Public Works of the City and his/her designee.

Emergency means a condition that (1) poses a clear and immediate danger to life or health, or a significant loss of property, or (2) requires immediate repair or replacement in order to restore service to a customer.

Excavation means any operation in which earth, rock, or other material in or on the ground is moved, removed or otherwise displaced by means of any



tools, equipment or explosives and includes grading, trenching, digging, drilling, auguring, tunneling, scraping, cable or pipe plowing, and driving and means any operation by which a structure or mass of materials is wrecked, razed, rendered, moved or removed within the street right-of-way or any City of Sheboygan property.

Permittee means a person who has obtained a permit as required by this Article.

Performance Bond means a bond, letter of credit, or cash deposit posted to ensure the availability of sufficient funds to assure that right-of-way excavation repair and restoration work is completed in both a timely and quality manner, per Department specifications.

Sec. 110-242. *Permit required.*

- (a) Except as otherwise provided in this chapter or other chapters of the municipal code, no person shall excavate any right-of-way or place facilities in a right-of-way without first having obtained an excavation permit from the Department.
- (b) No person shall excavate the right-of-way or maintain an excavation in the right-of-way beyond the date or area specified in the permit unless such person makes a supplementary application before the expiration of the initial permit, and a new permit or permit extension is granted.
- (c) A copy of any permit issued under this chapter shall be made available at all times by the permittee at the indicated work site and shall be available for inspection by the Department upon request.

Sec. 110-243. *Excavation permit application.*

- (a) Application for a permit shall be made to the Department upon Department forms. To be considered complete, permit applications shall also include all required attachments and scale drawings showing the location and area of the proposed excavation and the location of all existing and proposed equipment in connection with the object of the excavation work, including, but not limited to, poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.
- (b) Except as otherwise provided herein, applications must be submitted at least two (2) business days prior to permit issuance.

- (1) The following types of projects shall require applications to be submitted at least fifteen (15) business days prior to permit issuance:
 - a. Excavations involving 1000 lineal feet or more of underground installation.
 - b. Excavations associated with major construction projects.
 - c. Excavations that are expected to have conflicts with other utilities or facilities in the right-of-way.

Sec. 110-244. *Excavation permit fee.*

- (a) The excavation permit fee shall be \$100.00; provided, however, that permits for driveway openings and/or sidewalk repair/replacement shall be \$25.00.
- (b) For excavation work within the right-of-way started without a permit, except in emergency cases, the fees shall be calculated as follows, per calendar year:
 - (1) First incident, double the regular permit fee;
 - (2) Second incident, double the regular permit fee, plus \$250.00;
 - (3) Third and subsequent incidents, double the regular permit fee, plus \$500.00.

Sec. 110-245. *Permit issuance; suspension; revocation.*

- (a) No excavation permit shall be issued without payment of the permit fee and posting of a performance bond with the City in the amount of five thousand (\$5,000.00) dollars during the term of the guarantee period; provided, however, that permits limited to driveway openings and/or sidewalk repair/replacement shall not require posting of a performance bond.
- (b) Fees paid for a permit which has been issued by the Department are not refundable.
- (c) The Department may refuse to issue a permit or may suspend, revoke, or refuse to extend an existing permit if it finds any of the following grounds:
 - (1) Issuance of the permit for the requested date would interfere with an exhibition, celebration, festival, or other event;

- (2) Misrepresentation of any fact by the applicant or permittee;
 - (3) Failure of the applicant to post or maintain required bonds;
 - (4) Failure of the applicant or permittee to complete work in a timely manner;
 - (5) The proposed activity is contrary to the public health, safety or welfare;
 - (6) Where or to the extent that inadequate right-of-way space is available;
 - (7) Where there are competing demands for the particular space in the right-of-way;
 - (8) The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the applicant;
 - (9) The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;
 - (10) The condition and age of the right-of-way; and whether or when it is scheduled for total or partial reconstruction;
 - (11) The applicant or permittee is otherwise not in full compliance with the requirements of this chapter or state or federal law;
 - (12) Failure to submit a complete application or pay applicable permit fees;
 - (13) Failure to comply with the requirements of Section 2-872 of the municipal code.
- (d) Discretionary issuance. Notwithstanding subsections (a)-(c) above, the Department may issue a permit in its discretion where issuance is necessary:
- (1) to prevent substantial economic hardship to a customer of the applicant; or
 - (2) to allow a customer of the applicant to comply with state or federal law or city ordinance or an order of a court or administrative agency with appropriate jurisdiction.

Sec. 110-246. *Appeals.*

Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review by the public works committee. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the committee may affirm, reverse or modify the decision of the Department.

Sec. 110-247. *Other obligations.*

- (a) Compliance with other laws. Obtaining a permit to excavate and/or occupy the right-of-way does not relieve a permittee of its duty to obtain all other necessary permits, licenses and approvals, and to pay all fees required by any other city, county, state or federal laws, rules or regulations. A permittee shall comply with all requirements of local, state and federal law. A permittee shall perform all work in conformance with all applicable codes, rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.
- (b) Prohibited work. Except in an emergency, or with the approval of the Department, no right-of-way excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

Sec. 110-248. *Reservation of Regulatory and Police Powers.*

The City, by granting of a permit to excavate, obstruct and/or occupy the right-of-way under this chapter does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights which it has or may hereafter be granted under the constitution and statutes of the State of Wisconsin to regulate the use of the right-of-way by the permittee; and the permittee by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way under this chapter agrees that all lawful powers and rights, regulatory authority, or police power, or otherwise as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A permittee is deemed to acknowledge that its rights are subject to the regulatory authority and police powers of the City to adopt and enforce general ordinances necessary to the safety, health and welfare of the public and is deemed to agree to comply with all applicable general laws, ordinances and resolutions enacted by the City pursuant to such powers.

Sec. 110-249. *Deposit of material.*

All sand, gravel, stone and other material and supplies and all refuse at the site of an excavation or opening in a street, alley, sidewalk or other public place shall be deposited in a manner to cause the least inconvenience for pedestrian and vehicular traffic and shall provide for the passage of water along the gutters.

Sec. 110-250. *Lights and barriers; liability.*

Each contractor or other person making any excavation, opening, repair, grading or other work which shall in any manner obstruct or render unsafe any street, alley, sidewalk or public place shall erect and maintain adequate barriers and lights to prevent accidents and shall be liable for all damages for failure to do so. Such contractor or person shall also be liable for all damages caused by the negligent digging in streets, alleys, sidewalks or public places or which may result from his carelessness in the prosecution of such work.

Sec. 110-251. *Restoring surface.*

- (a) Where a paved street has been evacuated by the city or its water utility or a private contractor with a permit granted by the city for purposes of repair of sewer or water laterals in the street right-of-way serving owner-occupied one- or two-family residential properties, the department of public works shall rebuild and restore the street pavement, and the costs of such restoration shall be borne by the city.
- (b) Except as provided in (a), every contractor or other person authorized to make an excavation or opening in any street, alley, sidewalk or public place for laying any drain, sewer, gas or water pipes, or other utilities, or for any other purpose shall rebuild and restore such to as good, substantial and permanent a condition as existed prior to commencement of the work, in accordance with the standards and methods for excavation and backfilling adopted by the City and on file with the Department, or as otherwise directed by the Department.

Sec. 110-252. *Technical standards.*

A permittee shall be fully responsible for restoring the right-of-way and appurtenances in complete compliance with the City's technical street right-of-way excavation, backfilling, restoration and repair standards and methods on file with the Department, adopted by the Common Council, and as amended from time to time. Copies of such standards and methods shall be made available by the Department to any permittee.

Sec. 110-253. *Guarantee Period.*

- (a) A permittee shall guarantee all street excavation repairs and restoration conform to the requirements of this chapter for a minimum of eighteen (18) months from completion of the repair or restoration work under the permit.
- (b) The guarantee period shall terminate if the repair or restoration work under the permit is disturbed by street rehabilitation work performed by the City prior to the expiration of the permittee's guarantee period."

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of August 1, 2014.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~IX~~

6.2

Gen. Ord. No. 15 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

AN ORDINANCE repealing and recreating Article IV of Chapter 110 of the Municipal Code relating to right-of-way excavations.

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

Section 1. Article IV of Chapter 110 of the Sheboygan Municipal Code entitled "Excavations" is hereby repealed and recreated to read as follows:

"Chapter 110 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

. . .

ARTICLE IV. EXCAVATIONS

Sec. 110-241. *Definitions.*

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person requesting permission to excavate, obstruct and/or occupy the street right-of-way.

Department means the Department of Public Works of the City.

Department Inspector means any person authorized by the Department to carry out inspections related to the provisions of this chapter.

Diggers Hotline shall mean "the statewide one-call notification system," which was developed in order to provide excavators and the general public with the ability to inform multiple owners of underground facilities of intended non-emergency excavation via a single telephone call.

Director means the Director of Public Works of the City and his/her designee.

Emergency means a condition that (1) poses a clear and immediate danger to life or health, or a significant loss of property, or (2) requires immediate repair or replacement in order to restore service to a customer.

Excavation means any operation in which earth, rock, or other material in or on the ground is moved, removed or otherwise displaced by means of any tools, equipment or explosives and includes grading, trenching, digging,

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drilling, auguring, tunneling, scraping, cable or pipe plowing, and driving and means any operation by which a structure or mass of materials is wrecked, razed, rendered, moved or removed within the street right-of-way or any City of Sheboygan property.

Permittee means a person who has obtained a permit as required by this Article.

Performance Bond means a bond, letter of credit, or cash deposit posted to ensure the availability of sufficient funds to assure that right-of-way excavation repair and restoration work is completed in both a timely and quality manner, per Department specifications.

Sec. 110-242. *Permit required.*

- (a) Except as otherwise provided in this chapter or other chapters of the municipal code, no person shall excavate any right-of-way or place facilities in a right-of-way without first having obtained an excavation permit from the Department.
- (b) No person shall excavate the right-of-way or maintain an excavation in the right-of-way beyond the date or area specified in the permit unless such person makes a supplementary application before the expiration of the initial permit, and a new permit or permit extension is granted.
- (c) A copy of any permit issued under this chapter shall be made available at all times by the permittee at the indicated work site and shall be available for inspection by the Department upon request.

Sec. 110-243. *Excavation permit application.*

- (a) Application for a permit shall be made to the Department upon Department forms. To be considered complete, permit applications shall also include all required attachments and scale drawings showing the location and area of the proposed excavation and the location of all existing and proposed equipment in connection with the object of the excavation work, including, but not limited to, poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.
- (b) Except as otherwise provided herein, applications must be submitted at least two (2) business days prior to permit issuance.

- (1) The following types of projects shall require applications to be submitted at least fifteen (15) business days prior to permit issuance:
 - a. Excavations involving 1000 lineal feet or more of underground installation.
 - b. Excavations associated with major construction projects.
 - c. Excavations that are expected to have conflicts with other utilities or facilities in the right-of-way.

Sec. 110-244. *Excavation permit fee.*

- (a) The excavation permit fee shall be \$100.00; provided, however, that permits for driveway openings and/or sidewalk repair/replacement shall be \$25.00.
- (b) For excavation work within the right-of-way started without a permit, except in emergency cases, the fees shall be calculated as follows, per calendar year:
 - (1) First incident, double the regular permit fee;
 - (2) Second incident, double the regular permit fee, plus \$250.00;
 - (3) Third and subsequent incidents, double the regular permit fee, plus \$500.00.

Sec. 110-245. *Permit issuance; suspension; revocation.*

- (a) No excavation permit shall be issued without payment of the permit fee and posting of a performance bond with the City in the amount of five thousand (\$5,000.00) dollars during the term of the guarantee period; provided, however, that permits limited to driveway openings and/or sidewalk repair/replacement shall not require posting of a performance bond.
- (b) Fees paid for a permit which has been issued by the Department are not refundable.
- (c) The Department may refuse to issue a permit or may suspend, revoke, or refuse to extend an existing permit if it finds any of the following grounds:
 - (1) Issuance of the permit for the requested date would interfere with an exhibition, celebration, festival, or other event;

- (2) Misrepresentation of any fact by the applicant or permittee;
 - (3) Failure of the applicant to post or maintain required bonds;
 - (4) Failure of the applicant or permittee to complete work in a timely manner;
 - (5) The proposed activity is contrary to the public health, safety or welfare;
 - (6) Where or to the extent that inadequate right-of-way space is available;
 - (7) Where there are competing demands for the particular space in the right-of-way;
 - (8) The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the applicant;
 - (9) The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;
 - (10) The condition and age of the right-of-way; and whether or when it is scheduled for total or partial reconstruction;
 - (11) The applicant or permittee is otherwise not in full compliance with the requirements of this chapter or state or federal law;
 - (12) Failure to submit a complete application or pay applicable permit fees;
 - (13) Failure to comply with the requirements of Section 2-872 of the municipal code.
- (d) Discretionary issuance. Notwithstanding subsections (a)-(c) above, the Department may issue a permit in its discretion where issuance is necessary:
- (1) to prevent substantial economic hardship to a customer of the applicant; or
 - (2) to allow a customer of the applicant to comply with state or federal law or city ordinance or an order of a court or administrative agency with appropriate jurisdiction.

Sec. 110-246. *Appeals.*

Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review by the public works committee. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the committee may affirm, reverse or modify the decision of the Department.

Sec. 110-247. *Other obligations.*

- (a) Compliance with other laws. Obtaining a permit to excavate and/or occupy the right-of-way does not relieve a permittee of its duty to obtain all other necessary permits, licenses and approvals, and to pay all fees required by any other city, county, state or federal laws, rules or regulations. A permittee shall comply with all requirements of local, state and federal law. A permittee shall perform all work in conformance with all applicable codes, rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.
- (b) Prohibited work. Except in an emergency, or with the approval of the Department, no right-of-way excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

Sec. 110-248. *Reservation of Regulatory and Police Powers.*

The City, by granting of a permit to excavate, obstruct and/or occupy the right-of-way under this chapter does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights which it has or may hereafter be granted under the constitution and statutes of the State of Wisconsin to regulate the use of the right-of-way by the permittee; and the permittee by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way under this chapter agrees that all lawful powers and rights, regulatory authority, or police power, or otherwise as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A permittee is deemed to acknowledge that its rights are subject to the regulatory authority and police powers of the City to adopt and enforce general ordinances necessary to the safety, health and welfare of the public and is deemed to agree to comply with all applicable general laws, ordinances and resolutions enacted by the City pursuant to such powers.

Sec. 110-249. *Deposit of material.*

All sand, gravel, stone and other material and supplies and all refuse at the site of an excavation or opening in a street, alley, sidewalk or other public place shall be deposited in a manner to cause the least inconvenience for pedestrian and vehicular traffic and shall provide for the passage of water along the gutters.

Sec. 110-250. *Lights and barriers; liability.*

Each contractor or other person making any excavation, opening, repair, grading or other work which shall in any manner obstruct or render unsafe any street, alley, sidewalk or public place shall erect and maintain adequate barriers and lights to prevent accidents and shall be liable for all damages for failure to do so. Such contractor or person shall also be liable for all damages caused by the negligent digging in streets, alleys, sidewalks or public places or which may result from his carelessness in the prosecution of such work.

Sec. 110-251. *Restoring surface.*

- (a) Where a paved street has been evacuated by the city or its water utility or a private contractor with a permit granted by the city for purposes of repair of sewer or water laterals in the street right-of-way serving owner-occupied one- or two-family residential properties, the department of public works shall rebuild and restore the street pavement, and the costs of such restoration shall be borne by the city.
- (b) Except as provided in (a), every contractor or other person authorized to make an excavation or opening in any street, alley, sidewalk or public place for laying any drain, sewer, gas or water pipes, or other utilities, or for any other purpose shall rebuild and restore such to as good, substantial and permanent a condition as existed prior to commencement of the work, in accordance with the standards and methods for excavation and backfilling adopted by the City and on file with the Department, or as otherwise directed by the Department.

Sec. 110-252. *Technical standards.*

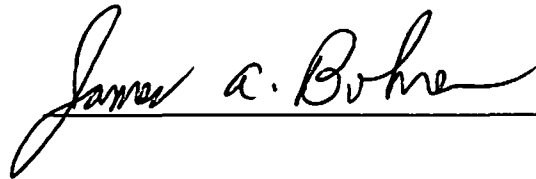
A permittee shall be fully responsible for restoring the right-of-way and appurtenances in complete compliance with the City's technical street right-of-way excavation, backfilling, restoration and repair standards and methods on file with the Department, adopted by the Common Council, and as amended from time to time. Copies of such standards and methods shall be made available by the Department to any permittee.

Sec. 110-253. *Guarantee Period.*

- (a) A permittee shall guarantee all street excavation repairs and restoration conform to the requirements of this chapter for a minimum of eighteen (18) months from completion of the repair or restoration work under the permit.
- (b) The guarantee period shall terminate if the repair or restoration work under the permit is disturbed by street rehabilitation work performed by the City prior to the expiration of the permittee's guarantee period."

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Gen. Ord. No. 16-14-15 by Alderperson Heidemann repealing and recreating Section 110-1 of the Municipal Code relating to penalties for violation of certain sections of Chapter 110; recommends that the attached Substitute Ordinance be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

~~IX~~

6.3

Subs. of Gen. Ord. No. 16 - 14 - 15. By Alderperson Heidemann.
July 7, 2014.

AN ORDINANCE repealing and recreating Section 110-1 of the Municipal Code relating to penalties for violation of certain sections of Chapter 110.

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

Section 1. Section 110-1 of the Sheboygan Municipal Code entitled "Penalties for certain sections" is hereby repealed and recreated to read as follows:

"Sec. 110-1. *Penalties for certain sections.*

A violation of any of the following sections shall subject the violator to the forfeitures as set forth, together with the costs of prosecution, and, in default of payment of such forfeitures and costs, to imprisonment in the county jail until the forfeitures and costs are paid, but not in excess of the terms stated:

- (1) A forfeiture of not less than \$10.00 or more than \$100.00 and, in default of payment thereof, imprisonment for not exceeding 15 days, for a violation of sections 110-40, 110-71, 110-101, 110-102, 110-107, 110-108, 110-110, 110-111, 110-171, 110-172 and 110-249.
- (2) A forfeiture of not less than \$25.00 or more than \$250.00 and, in default of payment thereof, imprisonment for not exceeding 30 days, for a violation of sections 110-3, 110-5, 110-73, 110-74, 110-106, 110-109, 110-242, 110-247, 110-250, 110-251, 110-252 and 110-278.
- (3) A forfeiture of not less than \$50.00 or more than \$500.00 and, in default of payment thereof, imprisonment for not exceeding 60 days, for a violation of section 110-41.

20

IX

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of August 1, 2014.

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

~~VI~~

6.3

Gen. Ord. No. 16 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

AN ORDINANCE repealing and recreating Section 110-1 of the Municipal Code relating to penalties for violation of certain sections of Chapter 110.

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

Section 1. Section 110-1 of the Sheboygan Municipal Code entitled "Penalties for certain sections" is hereby repealed and recreated to read as follows:

"Sec. 110-1. *Penalties for certain sections.*

A violation of any of the following sections shall subject the violator to the forfeitures as set forth, together with the costs of prosecution, and, in default of payment of such forfeitures and costs, to imprisonment in the county jail until the forfeitures and costs are paid, but not in excess of the terms stated:

- (1) A forfeiture of not less than \$10.00 or more than \$100.00 and, in default of payment thereof, imprisonment for not exceeding 15 days, for a violation of sections 110-40, 110-71, 110-101, 110-102, 110-107, 110-108, 110-110, 110-111, 110-171, 110-172 and 110-249.
- (2) A forfeiture of not less than \$25.00 or more than \$250.00 and, in default of payment thereof, imprisonment for not exceeding 30 days, for a violation of sections 110-3, 110-5, 110-73, 110-74, 110-106, 110-109, 110-242, 110-247, 110-250, 110-251, 110-252 and 110-278.
- (3) A forfeiture of not less than \$50.00 or more than \$500.00 and, in default of payment thereof, imprisonment for not exceeding 60 days, for a violation of section 110-41.

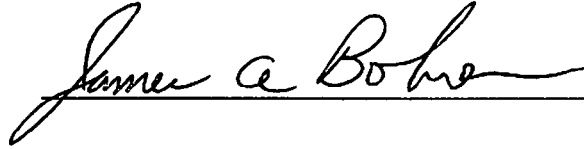
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Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. July 7, 2014.

Your Committee to whom was referred Gen. Ord. No. 17-14-15 by Alderperson Heidemann creating Section 110-6 of the Municipal Code providing for issuance of stop work orders for work being carried on in violation of the provisions of Chapter 110; recommends that the attached Substitute Ordinance be passed.

Consent

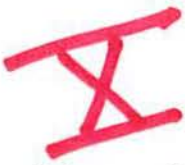
Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

11



6.4

Subs. of Gen. Ord. No. 17 - 14 - 15. By Alderperson Heidemann.
July 7, 2014.

AN ORDINANCE creating Section 110-6 of the Municipal Code providing for issuance of stop work orders for work being carried on in violation of the provisions of Chapter 110.

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

Section 1. Section 110-6 of the Sheboygan Municipal Code entitled "Stop work orders" is hereby created to read as follows:

"Sec. 110-6. *Stop work orders.*

The director of public works, his designee, or a department of public works inspector may halt any work being carried on in violation of the provisions of this chapter, post stop work signs therefor and order such work removed or corrected to conform herewith; provided, however, that no stop work order so posted shall affect work not governed by this chapter, except where the progress of any such work would interfere with inspection of work governed by this chapter."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of August 1, 2014.

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





6.4

Gen. Ord. No. 17 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

AN ORDINANCE creating Section 110-6 of the Municipal Code providing for issuance of stop work orders for work being carried on in violation of the provisions of Chapter 110.

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

Section 1. Section 110-6 of the Sheboygan Municipal Code entitled "Stop work orders" is hereby created to read as follows:

"Sec. 110-6. *Stop work orders.*

The director of public works, his designee, or a department of public works inspector may halt any work being carried on in violation of the provisions of this chapter, post stop work signs therefor and order such work removed or corrected to conform herewith; provided, however, that no stop work order so posted shall affect work not governed by this chapter, except where the progress of any such work would interfere with inspection of work governed by this chapter."

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

P.W.

James A Bohre

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. - 14 - 15 . By CITY CLERK. July 7, 2014.

Submitting a claim from Jody Brehmer for alleged damages to her basement when the Water Company was working on a sewer in the street in front of her home and sewerage backed up into her basement.

Finance

Susan Richards

City Clerk

11

about 1/2 hour

DATE RECEIVED 6-17-14

RECEIVED BY LS Schuender

CLAIM NO. 7-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: JODY BREHMER
2. Home address of Claimant: 927 OAKLAND AVE SHEBOYGAN
3. Home phone number: 920 783 6766
4. Business address and phone number of Claimant: I WORK FROM HOME - SAME AS 2 & 3
5. When did damage or injury occur? (date, time of day) 5-1-14 AROUND 3PM
6. Where did damage or injury occur? (give full description) SEWERAGE BACKED UP THROUGH ALL DRAINS IN THE BASEMENT. ALL FLOORING & A BOOKCASE HAD TO BE REMOVED & DISCARDED. ALSO CARPET IN STAIRS.
7. How did damage or injury occur? (give full description) WATER COMPANY WAS WORKING ON A SEWER IN THE STREET IN FRONT OF MY HOME. I WAS TOLD BY RICH THAT IT WAS THEIR FAULT. HAD TO USE AIR PRESSURE TO UNPLUG & PRESSURE CAUSED MY BACKUP.
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: RICH
 - (b) Claimant's statement of the basis of such liability: RICH SAID IT WAS THEIR FAULT, GAVE ME A SET OF INSTRUCTIONS FOR CLEAN-UP & TOLD ME TO FILE A CLAIM.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

No INJURIES. Just PROPERTY & CLEAN-UP COSTS.

11. Name and address of any other person injured:

NONE

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 0

Other: (Specify below) \$ _____

TOTAL _____

Damaged vehicle (if applicable)

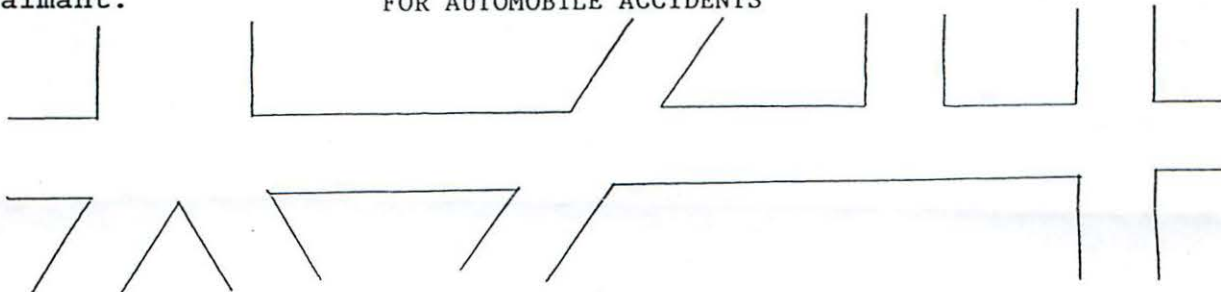
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

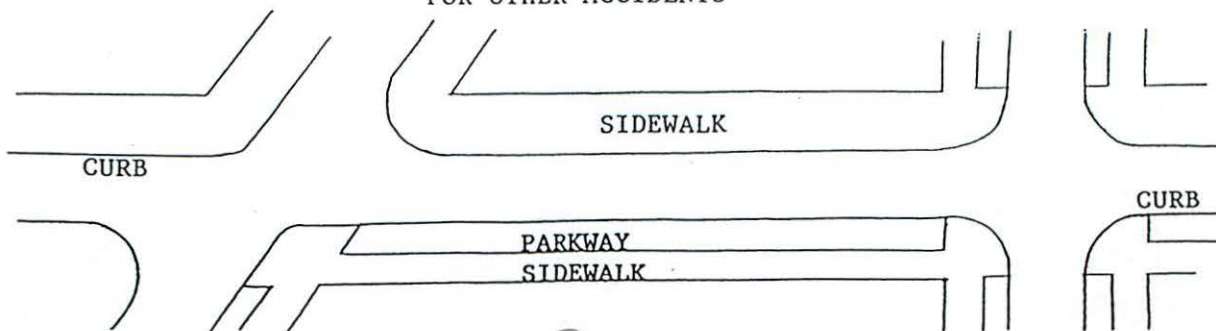
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

[Handwritten Signature]

Date:

6-11-14

DATE RECEIVED 6-17-14

RECEIVED BY L.S. Schneider

CLAIM NO. 1-14

CLAIM

Claimant's Name: Jody Brethmer
Claimant's Address: 927 OAKLAND AVE
SHEBOYGAN 53081
Claimant's Phone No. 920 783 6766

Auto \$ _____
Property \$ 3,637.31
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL 3,637.31

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 \$ 3,637.31

SIGNED: Jody Brethmer
ADDRESS: 927 OAKLAND AVE
SHEBOYGAN WI 53081

DATE: 6-11-14



RECOVERON, INC.

2045 Bellevue St. Green Bay, WI 54311

(800) 884-0588 Tel: (920) 469-3473 Fax: (920) 469-3466

www.recoveron.com

EIN: 39-1839374

PAID
06/11/2014

Bill To:

JODY BREHMER
927 OAKLAND AVE
SHEBOYGAN WI 53081

Job Site:

Invoice

Invoice Date	Terms	Due Date	Job Mgr	Invoice #	Claim#
5/9/2014		5/9/2014	CDH	19514	
Qty	Description	Rate	Amount		
	Sewage Mitigation	1,273.03	1,273.03		

Please visit our website to learn about the many different services offered by Recoveron, Inc.



WATER



FIRE



MOLD



INDUSTRIAL



FACILITIES

Subtotal \$1,273.03

Sales Tax (5.5%) \$0.00

Payments/Credits \$-1,273.03

Balance Due \$0.00

www.recoveron.com



A Finance Charge of 1.5% per month will be applied to all past due invoices



RECOVERON, INC.

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2045 Bellevue St. Green Bay, WI 54311

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SHEBOYGAN WI 53081

Job Site:

PAID 6-11-14

Invoice

Invoice Date	Terms	Due Date	Job Mgr	Invoice #	Claim#
5/9/2014		5/9/2014		19514	
Qty	Description		Rate	Amount	
	Sewage Mitigation		1,273.03	1,273.03	

Please visit our website to learn about the many different services offered by Recoveron, Inc.



WATER



FIRE



MOLD



INDUSTRIAL



FACILITIES

Subtotal \$1,273.03

Sales Tax (5.5%) \$0.00

Payments/Credits \$0.00

Balance Due \$1,273.03



A Finance Charge of 1.5% per month will be applied to all past due invoices



Recoveron

2045 Bellevue Street
Green Bay, WI 54311
Phone: (800) 884-0588
Fax: (920) 469-3466
Fed ID # 39-1839374

Client: Jody Brehmer EMS
Property: 927 Oakland Ave
Sheboygan, WI 53081

Home: (920) 783-6766

Operator: CHEIKE

Estimator: Chris Heike
Business: 2045 Bellevue Street
Green Bay, WI 54311

Cellular: (920) 371-2118
E-mail: cheike@recoveron.com

Reference:
Company: Recoveron
Business: 2045 Bellevue Street
Green Bay, WI 54311

Business: (920) 469-3473

Type of Estimate: Sewage
Date Entered: 5/9/2014

Date Assigned: 5/9/2014

Price List: WIAP8X_FEB2014
Labor Efficiency: Restoration/Service/Remodel
Estimate: BREHMER-JODY



Recoveron

2045 Bellevue Street
 Green Bay, WI 54311
 Phone: (800) 884-0588
 Fax: (920) 469-3466
 Fed ID # 39-1839374

BREHMER-JODY

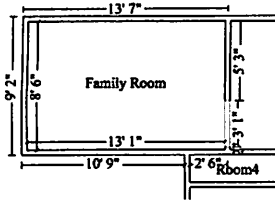
Emergency Services

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
EMERGENCY SERVICES:						
1. Emergency services charge						
2. Extracted water from all affected rooms						
3. Applied anti-microbial agent to all affected areas						
4. Set-up, monitor and take down equipment () hrs						
5. () extra large dehumidifiers for () days, () gale force fans for () days						
6. Removed, bagged and disposed of affected drywall, insulation, flooring, trim, etc.						
1. WTR	ESRVD	+ Emergency service call - during business hours				
	1	1.00 EA	0.00+	126.34 =	0.00	126.34
3. WTR	EQ	+ Equipment setup, take down, and monitoring (hourly charge)				
	2	2.00 HR	0.00+	44.29 =	0.00	88.58
4. WTR	DHM>>	+ Dehumidifier (per 24 hour period) - XLarge - No monitoring				
	1*3	3.00 EA	0.00+	114.72 =	0.00	344.16
5. WTR	DRY+	+ Air mover axial fan (per 24 hour period) - No monitoring				
	3*3	9.00 EA	0.00+	29.78 =	0.00	268.02
26. WTR	BLK	+ Block and pad furniture in room				
	1	1.00 EA	0.00+	34.02 =	0.00	34.02
Totals: Emergency Services					0.00	861.12

Main Level

Family Room

Height: 8'



324.78 SF Walls	111.21 SF Ceiling
435.99 SF Walls & Ceiling	111.21 SF Floor
12.36 SY Flooring	40.08 LF Floor Perimeter
43.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into LAUNDRY_ROOM

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
16. CLN	AV+	+ Clean the walls - Heavy				
	W	324.78 SF	0.00+	0.26 =	0.00	84.44

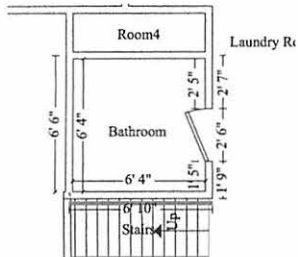


Recoveron

2045 Bellevue Street
 Green Bay, WI 54311
 Phone: (800) 884-0588
 Fax: (920) 469-3466
 Fed ID # 39-1839374

CONTINUED - Family Room

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
21. WTR	FCC	- Tear out wet non-salvageable carpet, cut & bag for disp.				
	F	111.21 SF	0.39+	0.00 =	0.00	43.37
23. WTR	BASE	- Tear out baseboard				
	6	6.00 LF	0.31+	0.00 =	0.00	1.86
27. CON	ROOM>	+ Contents - move out then reset - Large room				
	1	1.00 EA	0.00+	59.66 =	0.00	59.66
Totals: Family Room					0.00	189.33



Bathroom

Height: 8'

186.00 SF Walls	40.11 SF Ceiling
226.11 SF Walls & Ceiling	40.11 SF Floor
4.46 SY Flooring	22.83 LF Floor Perimeter
25.33 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

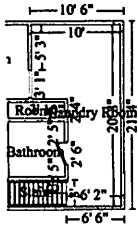
Opens into LAUNDRY_ROOM

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
20. CLN	AV+	+ Clean the walls - Heavy				
	W	186.00 SF	0.00+	0.26 =	0.00	48.36
25. WTR	BASE	- Tear out baseboard				
	14	14.00 LF	0.31+	0.00 =	0.00	4.34
Totals: Bathroom					0.00	52.70



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Laundry Room

Height: 8'

430.78 SF Walls	158.50 SF Ceiling
589.28 SF Walls & Ceiling	158.50 SF Floor
17.61 SY Flooring	52.92 LF Floor Perimeter
58.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into FAMILY_ROOM

Missing Wall

3' X 8'

Opens into STAIRS

Door

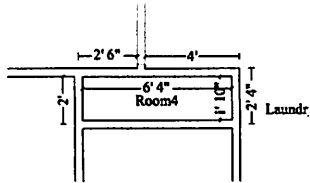
2' 6" X 6' 8"

Opens into BATHROOM

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
18. CLN	AV+	+ Clean the walls - Heavy				
	W	430.78 SF	0.00+	0.26 =	0.00	112.00
24. WTR	BASE	- Tear out baseboard				
	15	15.00 LF	0.31+	0.00 =	0.00	4.65
Totals: Laundry Room					0.00	116.65

Room4

Height: 8'



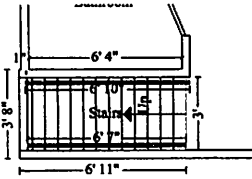
130.67 SF Walls	11.61 SF Ceiling
142.28 SF Walls & Ceiling	11.61 SF Floor
1.29 SY Flooring	16.33 LF Floor Perimeter
16.33 LF Ceil. Perimeter	

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
19. CLN	AV+	+ Clean the walls - Heavy				
	W	130.67 SF	0.00+	0.26 =	0.00	33.97
Totals: Room4					0.00	33.97



Recoveron

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 Green Bay, WI 54311
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 Fax: (920) 469-3466
 Fed ID # 39-1839374



Stairs

Height: 17'

171.43 SF Walls	19.75 SF Ceiling
191.18 SF Walls & Ceiling	49.38 SF Floor
5.49 SY Flooring	20.91 LF Floor Perimeter
13.42 LF Ceil. Perimeter	

Missing Wall

3' X 17'

Opens into LAUNDRY_ROOM

CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY				
22. WTR	FCC	- Tear out wet non-salvageable carpet, cut & bag for disp.				
	F	49.38 SF	0.39+	0.00 =	0.00	19.26
Totals: Stairs					0.00	19.26
Total: Main Level					0.00	411.91
Line Item Totals: BREHMER-JODY					0.00	1,273.03

Grand Total Areas:

1,243.65 SF Walls	341.18 SF Ceiling	1,584.83 SF Walls and Ceiling
370.81 SF Floor	41.20 SY Flooring	153.08 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	156.75 LF Ceil. Perimeter
370.81 Floor Area	383.29 Total Area	1,021.56 Interior Wall Area
723.00 Exterior Wall Area	80.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Recoveron

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Green Bay, WI 54311
Phone: (800) 884-0588
Fax: (920) 469-3466
Fed ID # 39-1839374

Summary

Line Item Total	1,273.03
Replacement Cost Value	\$1,273.03
Net Claim	\$1,273.03

Chris Heike

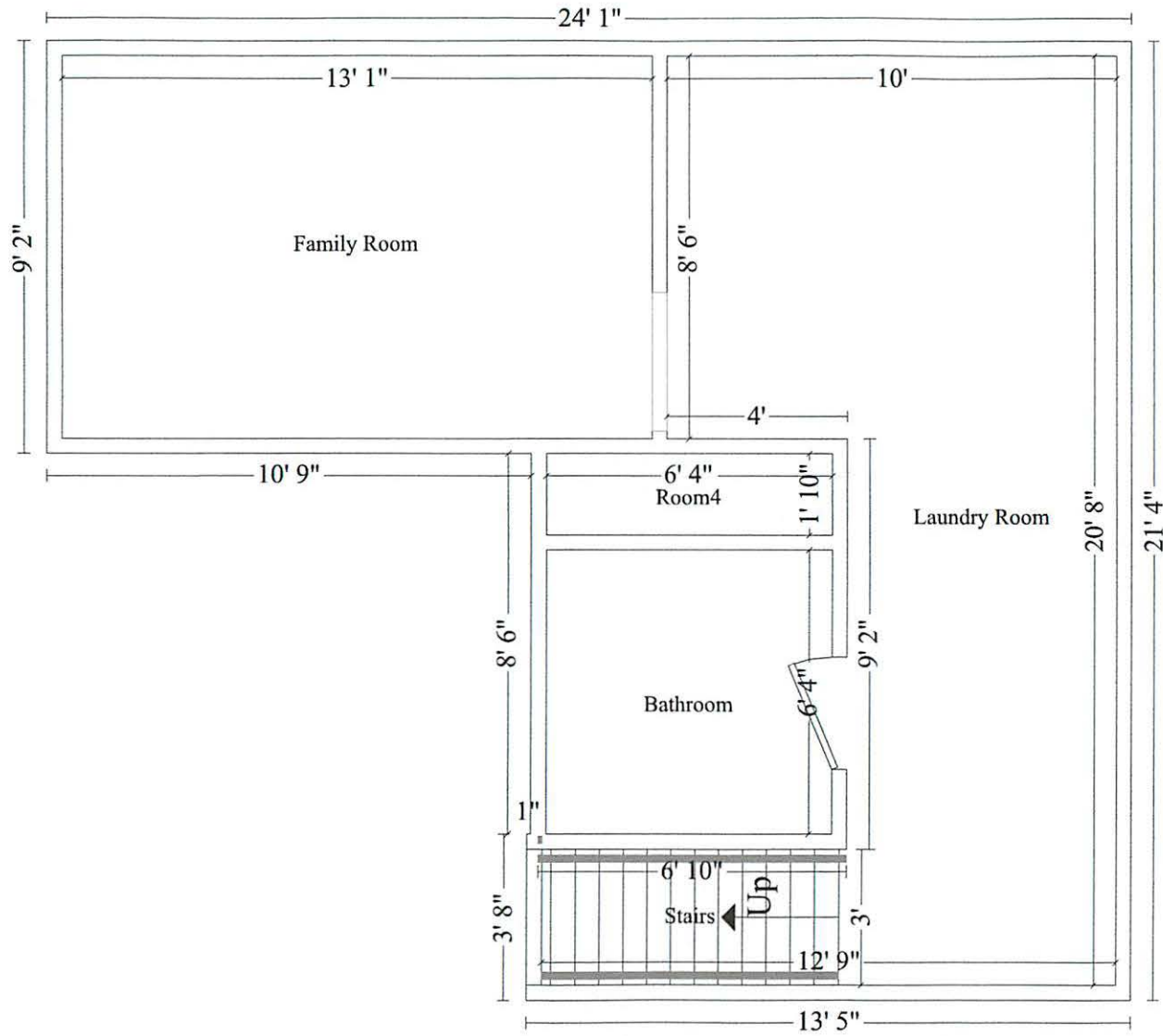


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Recap of Taxes

	Material Sales Tax (0%)	Services Mat'l Tax (5%)	Service Sales Tax (5%)	Manuf. Home Tax (5%)	Storage Tax (5%)
Line Items	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00





Fwd: Estimate
Jody
to:
Jody Brehmer
06/11/2014 05:41 PM
Hide Details
From: Jody <brehmerjody@gmail.com>
To: Jody Brehmer <JBrehmer@Ameritas.com>,

Sent from my iPhone

Begin forwarded message:

From: Chris Heike <cheike@recoveron.com>
Date: May 9, 2014 at 12:00:03 PM CDT
To: Jody Brehmerjody <brehmerjody@gmail.com>
Subject: RE: Estimate

Lyle at Sheboygan Flooring 920-946-8289.
Attached are the photos also.

Thanks,

Chris Heike

Recoveron Restoration Services

Project Manager | Restoration Division

Phone (920) 469-3473 | (800) 884-0588

Mobile (920) 371-2118 | **Fax** (920) 469-3466

2045 Bellevue Street | Green Bay, WI

cheike@recoveron.com | www.recoveron.com

The Experience You Need | One Source Restoration



From: Jody Brehmerjody [<mailto:brehmerjody@gmail.com>]

Sent: Friday, May 09, 2014 11:43 AM

To: Chris Heike

Subject: Re: Estimate

Thanks Chris. Can you send me pictures so that I can get the claim together? I have not heard from the flooring guy yet. Can you give him a call or give me his number?

Thanks so much,
Jody

Sent from my iPad

On May 9, 2014, at 9:23 AM, Chris Heike <cheike@recoveron.com> wrote:

Hi Jody,

Claerbout

Furniture & Flooring^{INC.}

Estimate

335 South Main Street P.O. Box 346 • Cedar Grove, WI 53013-0346
 920.668.6416 • www.claerboutfurniture-flooring.com

Number	E740
Date	5/23/2014



Bill To
Jody Brehmer 927 Oakland Ave Sheboygan, WI, 53081

Job Number	Terms	Phone #	Contact
6648		920-783-6766	

Quantity	Description	Unit Price	Tax	Amount
--- Basement Carpet ---				
1	ea Carpet Remnant	\$238.00		\$238.00
1	ea Cut/Install Carpet (Loose Lay)	\$50.00		\$50.00
--- Basement Steps ---				
1	ea Carpet Remnant (Comm. Carpet)	\$105.00		\$105.00
1	ea Installation Labor	\$95.00		\$95.00
1	ea Step Labor	\$65.00		\$65.00
72	lf 4" Vinyl Covebase - Supply/Install	\$2.00		\$144.00
Thank You, Dennis				
Sub Total				\$697.00
Sales Tax 5.00% on \$238.00				\$11.90
Total				\$708.90



Your Cart

Item	Quantity	Delivery Details	Total
 <p>Way Basics Tool-Free Natural 3 Shelf Bookcase and Storage COLOR : NATURAL SIZE : 45"</p>	<input type="text" value="1"/> Remove Save for Later	 SHIP THIS ITEM In stock and ready to ship	Total \$54.99 Your Price 1 @ \$54.99 Gift Packaging Available Our Price \$54.99

1 Item(s)	\$54.99
Estimated Shipping (Standard)	\$9.99*
Free Standard Shipping on orders over \$49	(\$9.99)
Pre-tax Total	\$54.99
Total Savings	\$9.99

*Other shipping options are available during the checkout process. An additional charge will be added to Alaska and Hawaii shipments. [View shipping costs](#)

Don't forget these last minute items



Kenneth Cole Reaction Home Mineral Linen/Cotton Twin Duvet Cover in Gunmetal

\$129.99

[Write a review](#)



Way Basics Tool-Free Natural 2 Shelf Bookcase and Storage

\$39.99

[4 Reviews](#)



Yosemite 16" Square Toss Pillow


\$24.99

[Write a review](#)



HALLWAY, BASEMENT LANDING & LAUNDRY ROOM

Your Cart

Item	Quantity	Delivery Details	Total
 <p>Rizzy Home 5-Foot x 8-Foot Bordered Platoon Area Rug in Light Beige COLOR : LIGHT BEIGE SIZE : 5' X 8'</p>	<input type="text" value="3"/> Remove Save for Later	<input type="radio"/> VIEW AVAILABILITY FOR IN-STORE PICKUP Check Store Availability <input checked="" type="radio"/> SHIP THIS ITEM In stock and ready to ship Ships directly from vendor, delivered in 5 - 10 business days . Learn More	Total \$902.97 Your Price 3 @ \$300.99 Our Price \$300.99

3 Item(s) **\$902.97**
 Estimated Shipping (Standard) \$35.99*
 Free Standard Shipping on orders over \$49 (\$35.99)
Pre-tax Total \$902.97
 Total Savings \$35.99

*Other shipping options are available during the checkout process. An additional charge will be added to Alaska and Hawaii shipments.
[View shipping costs](#)

Don't forget these last minute items



Kenneth Cole Reaction Home Bath U-Lid in Snow
\$13.99
 1 Review



Kenneth Cole Reaction Home 17-Inch x 24-Inch Bath Rug in Snow
\$24.99
 6 Reviews



Kenneth Cole Reaction Home 27-Inch x 45-Inch Bath Rug in Snow
\$59.99
 1 Review

Sign In Order Status Pier 1 Rewards

Your Store: West Beltline Hwy change ▼

0 Checkout



FREE STORE PICKUP
Order online and pick up in store for free.
Details ▶

Search Pier 1 Imports Subn
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- Outdoor
- Furniture
- Rugs & Curtains
- Pillows & Cushions
- Dining & Entertaining
- Bedroom
- Mirrors & Wall Decor
- Decor & Lighting
- Seasonal & Gifts

Grand Shag Rug - Light Blue 8x10

\$599.95



Grand Shag Rug - Light Blue 8x10

\$599.95

item: 2792939

Additional S&H: \$25.00

How Many?

In Stock for Shipping to 53701 [change zip](#)
Online Only

[Add to Basket](#)

[Add to Wishlist](#)

[Questions?](#) 800-245-4595 [Shipping Information](#) [FAQs](#)












Due to the unique nature of some of our products, dimensions listed may not be exact. Quantities and selection may vary by store. Pricing in Alaska, Hawaii, the contiguous U.S., and Canada may vary. Prices at store closing locations may vary.

RUG LOST IN DAMAGE



BATHROOM RUGS

Your Cart

Item	Quantity	Delivery Details	Total	Don't forget these last minute items
 <p>Kenneth Cole Reaction Home 21-Inch x 34-Inch Bath Rug in Bordeaux COLOR : BORDEAUX SIZE : 21" X 34"</p>	<input type="text" value="1"/> Remove Save for Later	 SHIP THIS ITEM In stock and ready to ship Eligible for pack and hold.	Total \$22.49 Your Price 1 @ \$22.49 Gift Packaging Available Our Price \$22.49	 <p>Microdry® 20-Inch x 33-Inch Plush Bath Rug with Memory Foam in White \$34.99 5 Reviews</p>
 <p>Kenneth Cole Reaction Home 24-Inch x 60-Inch Bath Rug in Bordeaux COLOR : BORDEAUX SIZE : 24" X 60"</p>	<input type="text" value="1"/> Remove Save for Later	 SHIP THIS ITEM In stock and ready to ship Eligible for pack and hold.	Total \$52.49 Your Price 1 @ \$52.49 Gift Packaging Available Our Price \$52.49	 <p>Kenneth Cole Reaction Home 17-Inch x 24-Inch Bath Rug in Snow \$24.99 6 Reviews</p>
 <p>Kenneth Cole Reaction Home Contour Bath Rug in Bordeaux COLOR : BORDEAUX SIZE : CONTOUR</p>	<input type="text" value="1"/> Remove Save for Later	 SHIP THIS ITEM In stock and ready to ship Eligible for pack and hold.	Total \$22.49 Your Price 1 @ \$22.49 Gift Packaging Available Our Price \$22.49	 <p>Microdry® 17-Inch x 23-Inch Plush Bath Rug with Memory Foam in Ivory \$24.99 3 Reviews</p>

3 Item(s) **\$97.47**
 Estimated Shipping (Standard) \$10.99*
 Free Standard Shipping on orders over \$49 (\$10.99)
Pre-tax Total \$97.47
 Total Savings \$10.99

*Other shipping options are available during the checkout process. An additional charge will be added to Alaska and Hawaii shipments. View shipping costs

© 2014 Bed Bath & Beyond Inc. and its subsidiaries

Attached is the estimate for the work we did at your home. Please give me a call with any questions. You will need to submit this to the city.

Thanks,

Chris Heike

Recoveron Restoration Services

Project Manager | Restoration Division

Phone (920) 469-3473 | (800) 884-0588

Mobile (920) 371-2118 | **Fax** (920) 469-3466

2045 Bellevue Street | Green Bay, WI

cheike@recoveron.com | www.recoveron.com

The Experience You Need | One Source Restoration

<image001.jpg> <image002.jpg> <image003.jpg>

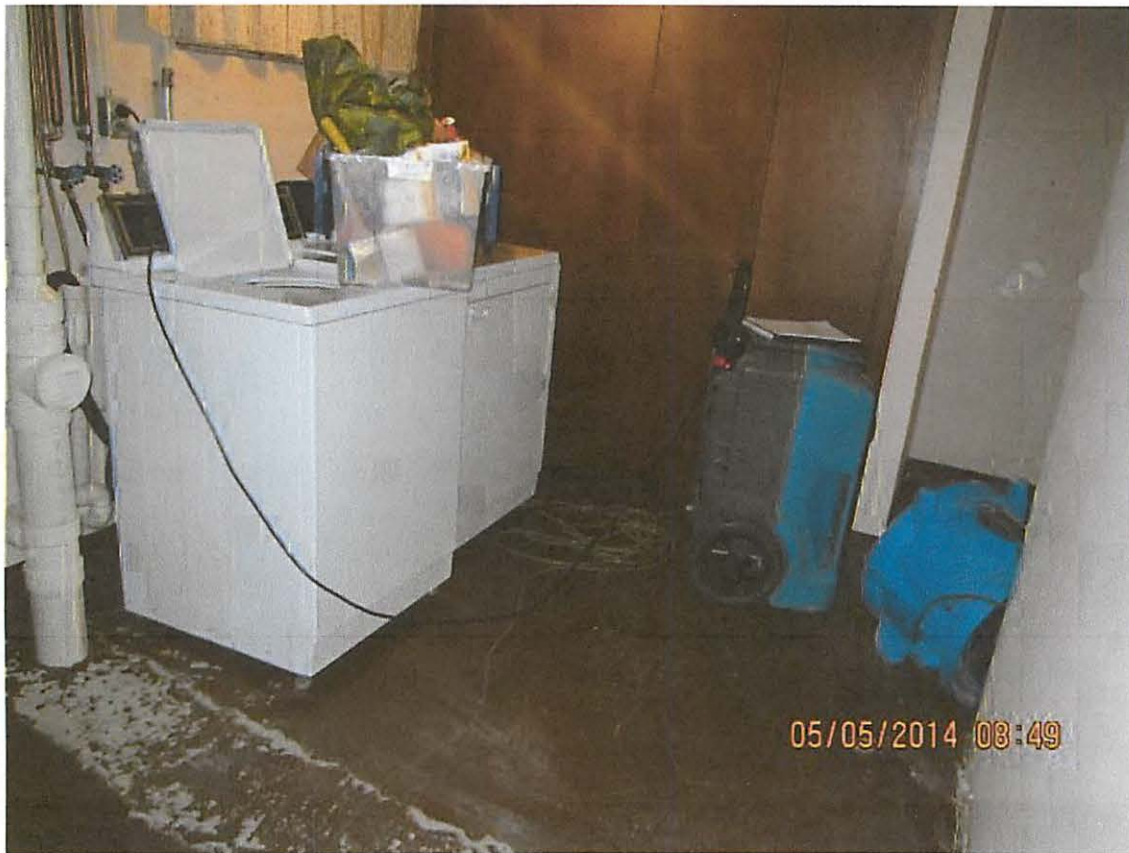
<BREHMER-JODY_Rough Draft.pdf>













III

R. O. No. - 14 - 15. By CITY CLERK. July 7, 2014.

Submitting a claim from Wallace Hohn for alleged damages to his vehicle when a rock flew from the Parking Utility lawnmower into his windshield.

Finance

Lisa Richards

City Clerk

III

Handwritten text, possibly a signature or date, located in the upper left quadrant of the page.

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").

Broken windshield - estimate attached for \$897.05

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

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

Auto: \$ 897.05 - Windshield
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
 TOTAL \$ 897.05

Damaged vehicle (if applicable)

Make: HONDA Model: CRV Year: 2013 Mileage: 27,777

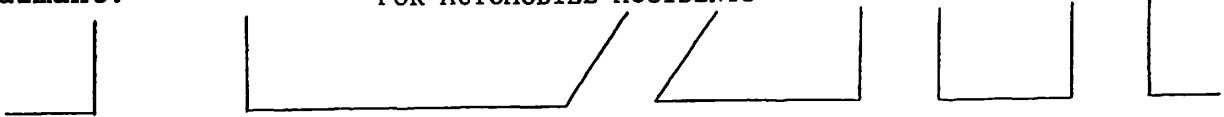
Names and addresses of witnesses, doctors and hospitals: _____

Report from Sheboygan Parking Utility attached

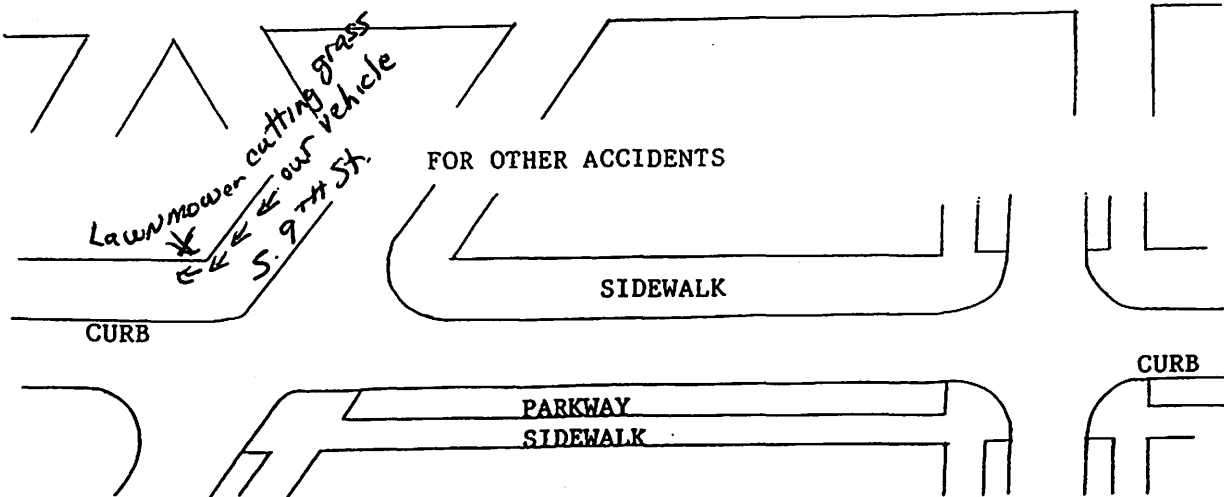
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Wallace Hobbs

Date: 6-26-14

DATE RECEIVED 6-26-14

RECEIVED BY SLS

CLAIM NO. 914

CLAIM

JUN 26 '14 PM 3:07

Claimant's Name: Wallace Hohn
Claimant's Address: 3923 S. 12TH St.
Sheboygan WI 53081
Claimant's Phone No. 920 458-5305

Auto \$ 897.05
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL 897.05

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 \$ 897.05.

SIGNED: Wallace Hohn
ADDRESS: 3923 S. 12TH St.
Sheboygan WI 53081

DATE: 6-26-14

Schroeder, Linda

From: Muench, Derek
Sent: Thursday, June 26, 2014 9:44 AM
To: Schroeder, Linda
Cc: Richards, Susan
Subject: Parking Accident
Attachments: Accident - 06-26-14 PARKING.pdf; IMG_1668.JPG

Linda:

Parking had an accident/incident this morning involving a car. Please see the attached report and photo. The gentleman was informed of his ability to file a claim with the Clerk's office. Let me know if you have any questions. Thank you.

Derek

Derek Muench
Director of Transit & Parking
608 S Commerce Street
Sheboygan, WI 53081
(920) 459-3140



SHEBOYGAN PARKING UTILITY INCIDENT & ACCIDENT REPORT

Lot Attendant: BT DECKER Employee Number: _____

Date: 6/26/14 Time: 9:15 AM PM Lot: ~~13~~ ~~14~~ S. 9TH STREET

Type of Situation: Accident Incident *Accident involves vehicle damage; Incident involves injury or theft.

ACCIDENT FORM

(See reverse side for INCIDENTS)

Vehicle Owner: WALLACE HORN Phone Number: 920-458-5305

Address: 3923 S. 12TH City: SHEBOYGAN

Vehicle Make: HONDA Vehicle Model: CRV

Vehicle Color: TAN License Plate: 964-PKC

Type of Accident:

Car hit other car Car hit fixed object Car hit by other car Car hit by object Other

Details: BT CUTTING LAWN ON S. 9TH STREET W/ RIDING MOWER. ROCK SHOT OUT AND HIT VEHICLE IN WINDSHIELD CRACKING THE WINDSHIELD.

Witnesses:

Name: BT DECKER Phone: _____

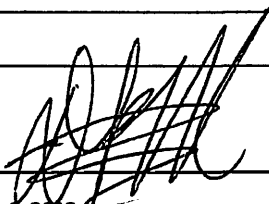
Address: _____ City: _____

Name: _____ Phone: _____

Address: _____ City: _____

Supervisor Notified: Yes No Date: 6/26/14 Time: 9:15 AM PM

Attendant Comments: _____

Signed:  SUPERVISOR

Date: 6/26/14

INCIDENT FORM

(See reverse side for ACCIDENTS)

Name: _____ Phone Number: _____

Address: _____ City: _____

Type of Incident:

Person hit by car Person slips/falls Person injured by equipment Theft Vandalism

Did you assist the injured party or parties in any way? Yes No

If yes, to what degree? _____

Emergency personnel called and at the scene? Yes No

Details: _____

Witnesses:

Name: _____ Phone: _____

Address: _____ City: _____

Name: _____ Phone: _____

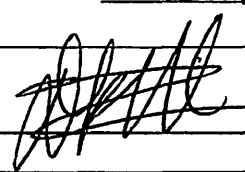
Address: _____ City: _____

Supervisor Notified: Yes No Date: ___/___/___ Time: ___:___ AM PM

Attendant Comments: _____

Signed: _____

Date: ___/___/___

(To be filled out by Supervisor)	Copy to Director: <input checked="" type="checkbox"/> Yes | No	Copy to Clerks Office: <input checked="" type="checkbox"/> Yes | No
Date Received: 10/26/14	Pictures Taken: <input checked="" type="checkbox"/> Yes | No	Resolved: <input type="checkbox"/> Yes | No
Supervisor Comments: SEE FIRST PAGE.		
Signed: 		
Signed: _____		Date: 10-26-14



II

R. O. No. - 14 - 15 . By CITY CLERK. July 7, 2014.

Submitting a communication from Eric Boherstengel requesting a waiver from the Sex Offender Residency restrictions in order to live at 837 N. 5th St.

ppvs



City Clerk

III

Handwritten text, possibly a signature or name, located in the upper left quadrant of the page.

JUN 20 '14 PM 1:50

Date 6-20-2014

My name is Eric Boherstengel

I am requesting a waiver to the Sexual Residency
Requirements so I may live at 837 North 5th Street
Sheboygan, WI 53081

Signature



Phone No 920-917-5808

II

R. O. No. - 14 - 15. By CITY CLERK. July 7, 2014.

Submitting a communication from Rodney Fischer requesting a waiver from the Sex Offender Residency restrictions in order to live at 2402 S. 14th St.

PPS.



City Clerk

11

known to world

JUN 26 '14 AM 9:58

Date 6-25-2014

My name is Rodney Fischer

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

2402 South 14th Street. Shcboygan W.

Signature Rodney Fischer

Phone No 920 918-0774

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.....

III

Res. No. - 14 - 15. By Alderperson Hammond. July 7, 2014.

A RESOLUTION authorizing payment for asbestos/lead removal of the former Boston Store property to the seller of the property.

WHEREAS, the City of Sheboygan entered into a contract with Cardinal Environmental, Inc. to complete an asbestos/lead inspection on the former Boston Store property;

WHEREAS, the inspection by Cardinal Environmental, Inc. revealed significant asbestos/lead present in the building. Prior to demolition or re-purposing of the building the asbestos/lead present will require removal;

WHEREAS, the cost to remove the asbestos/lead is \$166,000; and

WHEREAS, the Seller has agreed to contract for the removal of the asbestos/lead present, without limitation, pipe wrapping, floor tile, black mastic and grout and all lead paint on the Property as noted on the report by Cardinal Environmental, Inc. dated June 2, 2014. Prior to closing, the Seller will obtain certification from Cardinal Environmental, Inc. that all asbestos/lead has been removed consistent with the Report.

WHEREAS, The City agrees to pay at Closing one-half of the cost incurred by the Seller for such removal, but not to exceed \$83,000;

RESOLVED: That the Finance Director/Treasurer is authorized to draw orders on City Development Land Account # 10161100-611100 at the time of closing for payment of said service.

*Hammond / suspend
Hammond / Res Pass.*

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

THE UNIVERSITY OF CHICAGO LIBRARY

III

Res. No. _____ - 14 - 15. By Alderperson Hammond. July 7, 2014.

AN INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR POLYFAB CORP. PROJECT.

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the "Act") authorizes the City of Sheboygan, Wisconsin (the "Issuer"), to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, Gill - Janssen Corp., a Wisconsin corporation, and Polyfab Corp., a Wisconsin corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the "Borrower"), desires to complete a project consisting of financing the (i) acquisition of land, (ii) construction of an approximately 50,000 square foot addition to an existing approximately 50,000 square foot manufacturing facility located at 1705 Martin Avenue in the City of Sheboygan, Wisconsin (the "Facility") which is used by Polyfab Corp. to manufacture custom plastic injection molded parts, (iii) rehabilitation of the existing Facility, (iv) acquisition and installation of equipment at the Facility and (v) professional fees and costs (collectively, the "Project"), all of which would contribute to the well-being of the City of Sheboygan, Wisconsin; and

WHEREAS, the cost of the Project is presently estimated to be greater than \$10,000,000, and the amount proposed to be financed with one or more series of tax-exempt and/or taxable industrial development revenue bonds does not exceed \$10,000,000; and

WHEREAS, it is the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer; and

WHEREAS, the Borrower has requested that the Issuer now approve an initial resolution (the "Initial Resolution") providing for the financing of the Project in an amount not to exceed \$10,000,000; and

WHEREAS, the Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

Amundson

NOW; THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan, Wisconsin, as follows:

1. Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified "project" within the meaning of the Act and that the Borrower is an "eligible participant" within the meaning of the Act. The Issuer shall:

(a) Finance the Project in an amount not to exceed \$10,000,000; and

(b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the "Bond(s)"), in an amount not to exceed \$10,000,000 in order to finance costs of the Project.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;

(b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers;

(c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;

(d) The Borrower shall find a purchaser for all of the Bonds;

(e) The Issuer's out-of-pocket costs, including but not limited to legal fees and Trustee's fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower; and

(f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of Sheboygan and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The aforesaid plan of financing shall not be legally binding upon the Issuer nor be finally implemented unless and until:

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of Sheboygan, and the electors of the City of Sheboygan shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;

(d) The City Clerk shall have received an employment impact estimate issued under Section 560.034 of the Wisconsin Statutes;

(e) All documents required to consummate the financing have been duly authorized and delivered; and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

5. The City Clerk is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of Sheboygan, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$10,000,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2014.

Dated _____, 2014 _____, City Clerk

Approved _____, 2014 _____, Mayor

EXHIBIT A

NOTICE TO ELECTORS OF
THE CITY OF SHEBOYGAN, WISCONSIN

TAKE NOTICE that the Common Council of the City of Sheboygan, Wisconsin (the "Issuer"), at a regular meeting held at City Hall, 828 Center Avenue, Sheboygan, Wisconsin, on July 21, 2014, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$10,000,000 of industrial development revenue bonds of the Issuer (the "Bonds") on behalf of Gill - Janssen Corp., a Wisconsin corporation, and Polyfab Corp., a Wisconsin corporation, and/or a related entity, and/or a limited liability entity to be formed (collectively, the "Borrower"). The Bonds are for financing a project on behalf of the Borrower consisting of the (i) acquisition of land, (ii) construction of an approximately 50,000 square foot addition to an existing approximately 50,000 square foot manufacturing facility located at 1705 Martin Avenue in the City of Sheboygan, Wisconsin (the "Facility") which is used by Polyfab Corp. to manufacture custom plastic injection molded parts, (iii) rehabilitation of the existing Facility, (iv) acquisition and installation of equipment at the Facility and (iv) professional fees and costs (collectively, the "Project"). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site is 35.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER.

The Initial Resolution may be inspected in the office of the City Clerk at 828 Center Avenue, Sheboygan, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF SHEBOYGAN MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of Sheboygan is filed with the City Clerk requesting a referendum on the

question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors' approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of Sheboygan voting thereon at a general or special election.

Susan Richards, City Clerk
City of Sheboygan, Wisconsin

III

Res. No. _____ - 14 - 15. By Alderperson Hammond. July 7, 2014.

A RESOLUTION authorizing a representative to file applications for financial assistance from the State of Wisconsin Environmental Improvement Fund.

WHEREAS, it is the desire of the City of Sheboygan, Wisconsin, a municipal corporation, to file several applications for state financial assistance for its municipal water facilities under the Wisconsin Environmental Improvement Fund (§ 281.58, 281.59, 281.60, and 281.61, Wis. Stats.); and

WHEREAS, it is necessary to designate a representative for filing said applications.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan, Wisconsin, hereby appoints the Superintendent of the Sheboygan Water Utility as the authorized representative for the City of Sheboygan for the purpose of filing these applications, and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

Inance

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

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-19-71 for design and repair of the Sheboygan River Bridge (B-59-0154) at Riverfront Dr. and Indiana Ave.

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 repair of the Sheboygan River Bridge at Riverfront Dr. and Indiana Ave. for the proposed sum of \$217,920 of which the Federal/State share is \$163,440 and of which the City of Sheboygan's share is \$54,480.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

P.W.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dlsd@dot.wi.gov

JUNE 16, 2014

DAVE BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-19-71
C SHEBOYGAN, 8TH ST BRIDGE B-59-0154
Sheboygan County

Dear Mr. Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 Local Bridge Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Carpenter".

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Date: JUNE 11, 2014

I.D.: 4996-19-71

Road Name: C Sheboygan, 8th Street

Bridge ID: B-59-0154

Location: Sheboygan River Bridge B-59-0154

Limits: Riverfront Drive – Indiana Ave.

County: Sheboygan

Project Length: 323 feet

Facility Owner: City of Sheboygan

Project Sponsor: City of Sheboygan

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 Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Structure B-59-0154 is a four lane urban roadway, three span bascule bridge/deck girder over the Sheboygan River. The structure is 283.1 feet long with a clear width of 48 feet. It was constructed in 1995. The sufficiency rating is 70.8 and is considered to be functionally obsolete. The deck geometry has an NBI rating of 2. There is excessive corrosion and damage to the girders, diaphragms, and beams. The concrete diaphragms are spalling with cracks. There are sidewalks on the structure, but the bicycles/pedestrian facilities are not part of the regional system.

Proposed Improvement - Nature of work: The proposed improvement will repair and paint the steel supports. Including the concrete approaches the total project length is 323 feet. The bridge railing and lighting upgrades will not be addressed. No right of way acquisition is needed to accommodate the improvements. The roadway will be closed during construction and traffic detoured.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging. Design and Real Estate is funded 100% by the Municipality.

This project is currently scheduled in State Fiscal Year 2016 **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 4310-06-00					
State Review	\$13,620	\$0	0%	\$13,620	100%
ID 4310-06-71					
Category 010 - Structure					
Participating Construction	\$170,250	\$136,200	80%	\$34,050	20%
State Review	\$34,050	\$27,240	80%	\$6,810	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Total Est. Cost Distribution	\$217,920	\$163,440	N/A	\$54,480	N/A

This request is subject to the terms and conditions that follow (pages 3 - 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Construction Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality 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. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - 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 after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.

- g. Street and bridge width in excess of standards.
 - h. Preliminary Engineering and design.
 - i. Design Management Consultant and State Review Services.
 - j. Real estate for the improvement.
8. For bridge rehabilitation projects, TRANS 213 (2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
- a. The rehabilitation would be cost effective,
 - b. It would extend the life of the bridge by at least ten years, and
 - c. It could correct all deficiencies

Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) 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 [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or

which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
23. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
 - a. ID 4310-06-00: Design is funded with 100% by the Municipality. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
 - b. Real Estate is funded 100% by the Municipality. This phase includes real estate acquisition services, Management Consultant Review and State Review. Costs for the real estate acquisition is 100% the responsibility of the Municipality.
 - c. ID 4310-06-71: Construction:
 - i. Costs for approaches and structure construction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-21-00/71 for design and construction of the South Business Drive Bridge (B-59-0100).

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 South Business Drive Bridge (B-59-0100) for the proposed sum of \$2,381,627 of which the Federal/State share is \$1,905,302 and of which the City of Sheboygan's share is \$476,325.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

f.w.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 16, 2014

DAVE BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-21-00/71
C Sheboygan, South Business Dr Bridge B-59-0100
Shebovqan County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 Local Bridge Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Carpenter".

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Date: JUNE 11, 2014

I.D.: 4996-21-00/71

Road Name: C Sheboygan, South Business Drive

Bridge ID: B-59-0100

Location: CNW R/R

Limits: Washington Ave – Entry Road

County: Sheboygan

Project Length: 334 feet

Facility Owner: City of Sheboygan

Project Sponsor: City of Sheboygan

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 Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Structure B-59-0100 is a four lane, three span structure over the CNW Railroad. The structure is 133.6 feet long and has a clear width of 48 feet. It was constructed in 1978 and rehabilitated in 2006. The sufficiency rating is 61.5 and is considered to be functionally obsolete. Both the deck geometry and under clearance have an NBI rating of 2. There is train damage to the west side of the fascia area with rebar exposed and considerable cracks in the deck, curb, and sidewalk. There are sidewalks on the existing structure, but bicycles/pedestrian facilities are not part of the designated regional system.

Proposed Improvement - Nature of work: The proposed improvement will replace the existing structure with a 134 foot long three span structure with a 52 foot clear width. The proposed structure will be on the existing alignment. The asphalt approaches will extend 100 feet to the south and 100 feet to the north of the new structure for a total project length of 334 feet. Sidewalk will be included in the length of the structure. Bridge railing and beam guard updates will be addressed. No right of way acquisition is needed to accommodate the improvements. The roadway will be closed during construction and traffic detoured.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging. Real Estate is funded 100% by the Municipality.

This project is currently scheduled in State Fiscal Year 2018 **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 4996-21-00					
Design	\$226,822	\$181,458	80%	\$45,364	20%
State Review	\$56,705	\$45,364	80%	\$11,341	20%
ID 4996-21-00					
Category 010 - Approaches					
Participating Construction	\$264,000	\$211,200	80%	\$52,800	20%
State Review	\$29,040	\$23,232	80%	\$5,808	20%
Category 020 - Structure					
Participating Construction	\$1,626,180	\$1,300,944	80%	\$325,236	20%
State Review	\$178,880	\$143,104	80%	\$35,776	20%
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Total Est. Cost Distribution	\$2,381,627	\$1,905,302	N/A	\$476,325	N/A

This request is subject to the terms and conditions that follow (pages 3 - 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
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 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
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5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
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 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
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- f. Provide relocation orders and real estate plats.
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- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
20. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
 - a. ID 4996-21-00: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Real Estate is funded 100% by the Municipality. This phase includes real estate acquisition services, Management Consultant Review and State Review. Costs for the real estate acquisition is 100% the responsibility of the Municipality.
 - c. ID 4996-21-71: Construction:
 - i. Costs for approaches and structure construction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

III

Res. No. - 14 - 15. By Alderpersons Belanger, Bitters, Bohren, Carlson, Damrow, Dassler, Donohue, Hammond, Heidemann, Lessard and Thiel. July 7, 2014.

A RESOLUTION providing for submittal of Subs. of Charter Ord. No. 1-14-15 to a referendum of the voters.

WHEREAS, Subs. of Charter Ord. No. 1-14-15 dealing with the appointment of the City Attorney has been submitted to common council with a favorable recommendation of the Salaries & Grievances Committee; and

WHEREAS, pursuant to s. 66.0101(7), Wis. Stats., the Committee of the Whole has recommended that this matter be submitted directly to a referendum of the voters under s. 9.20(4) to (6), Wis. Stats.; and

WHEREAS, under s. 9.20(6), Wis. Stats., the ordinance need not be printed in its entirety on the ballot, but a concise statement of its nature may be printed together with a question permitting the elector to indicate approval or disapproval of its adoption.

NOW, THEREFORE, BE IT RESOLVED: That, in accordance with s. 66.0101(7), Wis. Stats., the common council hereby submits Subs. of Charter Ord. No. 1-14-15 to a binding referendum of the electors under s. 9.20(4) to (6), Wis. Stats., to be placed on the November general election ballot.

546.

III

BE IT FURTHER RESOLVED: That the City Clerk shall cause notice of the ordinance that is being submitted to a vote to be given as provided in s. 10.06(3)(f), Wis. Stats., and shall provide for the following statement to be placed on the ballot at the November General Election together with a question permitting the elector to indicate approval or disapproval of its adoption:

"Shall the City of Sheboygan adopt Substitute Charter Ordinance No. 1-14-15, which provides for appointment of the City Attorney by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list of qualified candidates provided by the City's Civil Service Commission rather than the current manner of selection of the City Attorney by election by the voters?"

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. July 7, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 43-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Taxicab Driver's License #0377 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, 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

IV

VII

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. July 7, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 43-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Taxicab Driver's License #7368 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity 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

III

VIII

R. C. No. - 14 - 15 . By FINANCE. July 7, 2014.

Your Committee to whom was referred Res. No. 23-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establish appropriation for engineering services to Mead Library Chiller Project; for uncollectible charges to tax roll and for purchase of 1010 Erie Ave.); recommends that the Resolution be passed.

ref.

_____ 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

IIIIV

III

4.1

Res. No. 23 - 14 - 15. By Alderperson Hammond. June 16, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for engineering services to Mead Library chiller project:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Mead Library Fund Unreserved Fund Balance 255-253000	Mead Library Fund Mechanical Equipment 25551150-641600	\$11,700

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund Uncollectible Charges 10115100-590250	\$58,303

Establishing appropriation for uncollectible charges to tax roll:

*Finance
approve.
typo - chg. 1020 to 1010
Eve Ave.*

7.1

III

22

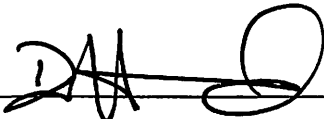
FROM

TO

AMOUNT

Establishing appropriation for purchase of 1010 Erie Ave.:

General Fund	General Fund	
Unreserved Fund Balance	Land Acquisition	
101-253000	10161100-611100	\$48,300



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

40

III

[Faint, illegible handwriting]

III

Res. No. 43 - 14 - 15. By Alderpersons Belanger, Bitters, Bohren, Carlson, Damrow, Dassler, Donohue, Hammond, Heidemann, Lessard and Thiel. July 7, 2014.

A RESOLUTION providing for submittal of Subs. of Charter Ord. No. 1-14-15 to a referendum of the voters.

WHEREAS, Subs. of Charter Ord. No. 1-14-15 dealing with the appointment of the City Attorney has been submitted to common council with a favorable recommendation of the Salaries & Grievances Committee; and

WHEREAS, pursuant to s. 66.0101(7), Wis. Stats., the Committee of the Whole has recommended that this matter be submitted directly to a referendum of the voters under s. 9.20(4) to (6), Wis. Stats.; and

WHEREAS, under s. 9.20(6), Wis. Stats., the ordinance need not be printed in its entirety on the ballot, but a concise statement of its nature may be printed together with a question permitting the elector to indicate approval or disapproval of its adoption.

NOW, THEREFORE, BE IT RESOLVED: That, in accordance with s. 66.0101(7), Wis. Stats., the common council hereby submits Subs. of Charter Ord. No. 1-14-15 to a binding referendum of the electors under s. 9.20(4) to (6), Wis. Stats., to be placed on the November general election ballot.

III

BE IT FURTHER RESOLVED: That the City Clerk shall cause notice of the ordinance that is being submitted to a vote to be given as provided in s. 10.06(3)(f), Wis. Stats., and shall provide for the following statement to be placed on the ballot at the November General Election together with a question permitting the elector to indicate approval or disapproval of its adoption:

"Shall the City of Sheboygan adopt Substitute Charter Ordinance No. 1-14-15, which provides for appointment of the City Attorney by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list of qualified candidates provided by the City's Civil Service Commission rather than the current manner of selection of the City Attorney by election by the voters?"

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

~~X~~

7.1

Charter Ord. No. 1 - 14 - 15. By Alderperson Donohue. June 16, 2014.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office under Wisconsin Statute 62.09(3)(b)(4).

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

Section 1. The City of Sheboygan hereby elects not to be governed by Wisconsin Statute 62.09(3)(b)(4) which provides for the election of a City Attorney and substitutes therefor appointment by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list of qualified candidates provided by the Civil Service Commission.

Section 2. Commencing as of May 1, 2015, or thereafter, a full-time City Attorney shall be appointed by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list, obtained as hereinafter provided. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

Section 3. The Civil Service Commission shall certify an eligible list pursuant to the rules of said Commission and submit a written report on the qualifications of the candidates to the Mayor and Chief Administrative Officer.

Section 4. Each candidate must be an attorney of good standing and admitted to the bar in the State of Wisconsin. Each candidate must have practiced law for a minimum of three (3) years with at least two (2) years in municipal law and must also be knowledgeable in state and federal laws affecting Wisconsin cities.

Section 5. Subsection 2-224(b) of the Sheboygan Municipal Code relating to terms of administrative officials is hereby amended to delete the reference to "and the attorney" so that, as amended, said subsection shall read as follows:

"Sec. 2-224. *Terms.*

. . .

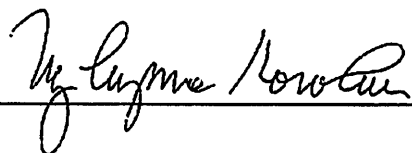
(b) *Administrative officials.* The term of office of the clerk shall be four years."

Section 6. The City Attorney, within ten (10) days after receiving written notice from the City Clerk of the confirmation of his appointment, shall take and file the official oath with the City Clerk.

S+6 and P.O.W.

Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 8. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. _____ - 14 - 15. By SALARIES AND GRIEVANCES. July 7, 2014.

Your Committee who met and discussed Charter Ordinance 1-14-15 (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office under Wisconsin Statute 62.09 (3) (b) (4); recommends passing the attached Substitute Ordinance.

C.O.W.

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

XI



Subs. of Charter Ord. No. 1 - 14 - 15. By Alderpersons Donohue, Hammond and VanderWeele. July 7, 2014.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office under Wisconsin Statute 62.09(3)(b)(4).

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

Section 1. The City of Sheboygan hereby elects not to be governed by Wisconsin Statute 62.09(3)(b)(4) which provides for the election of a City Attorney and substitutes therefor appointment by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list of qualified candidates provided by the Civil Service Commission.

Section 2. Commencing as of May 1, 2015, or thereafter, a full-time City Attorney shall be appointed by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list, obtained as hereinafter provided. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

Section 3. The Civil Service Commission shall certify an eligible list pursuant to the rules of said Commission and submit a written report on the qualifications of the candidates to the Mayor and Chief Administrative Officer.

Section 4. Each candidate must be an attorney of good standing and admitted to the bar in the State of Wisconsin. Each candidate must have practiced law for a minimum of five (5) years with at least three (3) years in municipal law and must also be knowledgeable in state and federal laws affecting Wisconsin cities.

Section 5. Subsection 2-224(b) of the Sheboygan Municipal Code relating to terms of administrative officials is hereby amended to delete the reference to "and the attorney" so that, as amended, said subsection shall read as follows:

"Sec. 2-224. *Terms.*

. . .

(b) *Administrative officials.* The term of office of the clerk shall be four years."

Section 6. The City Attorney, within ten (10) days after receiving written notice from the City Clerk of the confirmation of his appointment, shall take and file the official oath with the City Clerk.

Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 8. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

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

~~V~~

7.1

Charter Ord. No. 1 - 14 - 15. By Alderperson Donohue. June 16, 2014.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office under Wisconsin Statute 62.09(3)(b)(4).

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

Section 1. The City of Sheboygan hereby elects not to be governed by Wisconsin Statute 62.09(3)(b)(4) which provides for the election of a City Attorney and substitutes therefor appointment by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list of qualified candidates provided by the Civil Service Commission.

Section 2. Commencing as of May 1, 2015, or thereafter, a full-time City Attorney shall be appointed by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list, obtained as hereinafter provided. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

Section 3. The Civil Service Commission shall certify an eligible list pursuant to the rules of said Commission and submit a written report on the qualifications of the candidates to the Mayor and Chief Administrative Officer.

Section 4. Each candidate must be an attorney of good standing and admitted to the bar in the State of Wisconsin. Each candidate must have practiced law for a minimum of three (3) years with at least two (2) years in municipal law and must also be knowledgeable in state and federal laws affecting Wisconsin cities.

Section 5. Subsection 2-224(b) of the Sheboygan Municipal Code relating to terms of administrative officials is hereby amended to delete the reference to "and the attorney" so that, as amended, said subsection shall read as follows:

"Sec. 2-224. *Terms.*

. . .

(b) *Administrative officials.* The term of office of the clerk shall be four years."

Section 6. The City Attorney, within ten (10) days after receiving written notice from the City Clerk of the confirmation of his appointment, shall take and file the official oath with the City Clerk.

S+6 and C.O.W.

Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 8. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.



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

VII

3.1

R. O. No. 62- 14 - 15. By CITY PLAN COMMISSION. June 16, 2014.

Your Commission to whom was referred Gen. Ord. No. 11-14-15 by Alderpersons Thiel and Kath and R. O. No. 40-14-15 by City Clerk requesting the vacation of a portion of the paved alley between N. 14th St and N. 15th St between St Clair Ave and Erie Ave, signed by the owners of all the lots and lands abutting that portion of the alley sought to be vacated and the owner of more than 1/3 of that portion of the remainder thereof; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, June 10, 2014, and after due consideration, recommends approval of the General Ordinance and RO.

*Lies over
to July 7th*

Director of Planning & Development

3.1



g

II

Other Matters

8.6

Gen. Ord. No. 11-14-15. By Alderpersons Thiel and Kath. May 19, 2014.

AN ORDINANCE vacating a portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave.

WHEREAS, application by petition for the paved alley has been properly filed with the City Clerk, and

WHEREAS, said petition was signed by all of the owners of the lots and lands abutting that portion of the paved alley sought to be vacated and by more than one-third of the owners on that portion to be discontinued within the block in which it is located, and

WHEREAS, notice of pendency of said application has been duly filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, according to law.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. A portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave. is hereby VACATED AND DISCONTINUED.

Paved Alley vacation - that part of the east/west alley adjacent to Lots 1, 2, 3, 10, 11, 12, the east ½ of Lot 4 and the east ½ of Lot 9 located in Blk. 82 original plat of the City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the S.E. corner of Lot 1 Blk. 82 original plat of the City of Sheboygan, said point also being the point of beginning, thence west along the south line of Lots 1, 2, 3 and the east ½ of lot 4 210.00', thence south 18.00' to the north line of Lot 9 said Blk. 82, thence east along the north line of Lots 10, 11, 12 and the east ½ of Lot 9 of said Blk. 82 210.00', thence north 18.00' to the point of beginning. The above described tract contains 3,780 square feet or 0.087 acres

*City Plan
approve*

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

8.5

R. O. No. 40 - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a petition for the vacation of a portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave., signed by the owners of all the lots and lands abutting that portion of the alley sought to be vacated and the owners of more than 1/3 of that portion of the remainder thereof.

*City Plan
Ac & File*

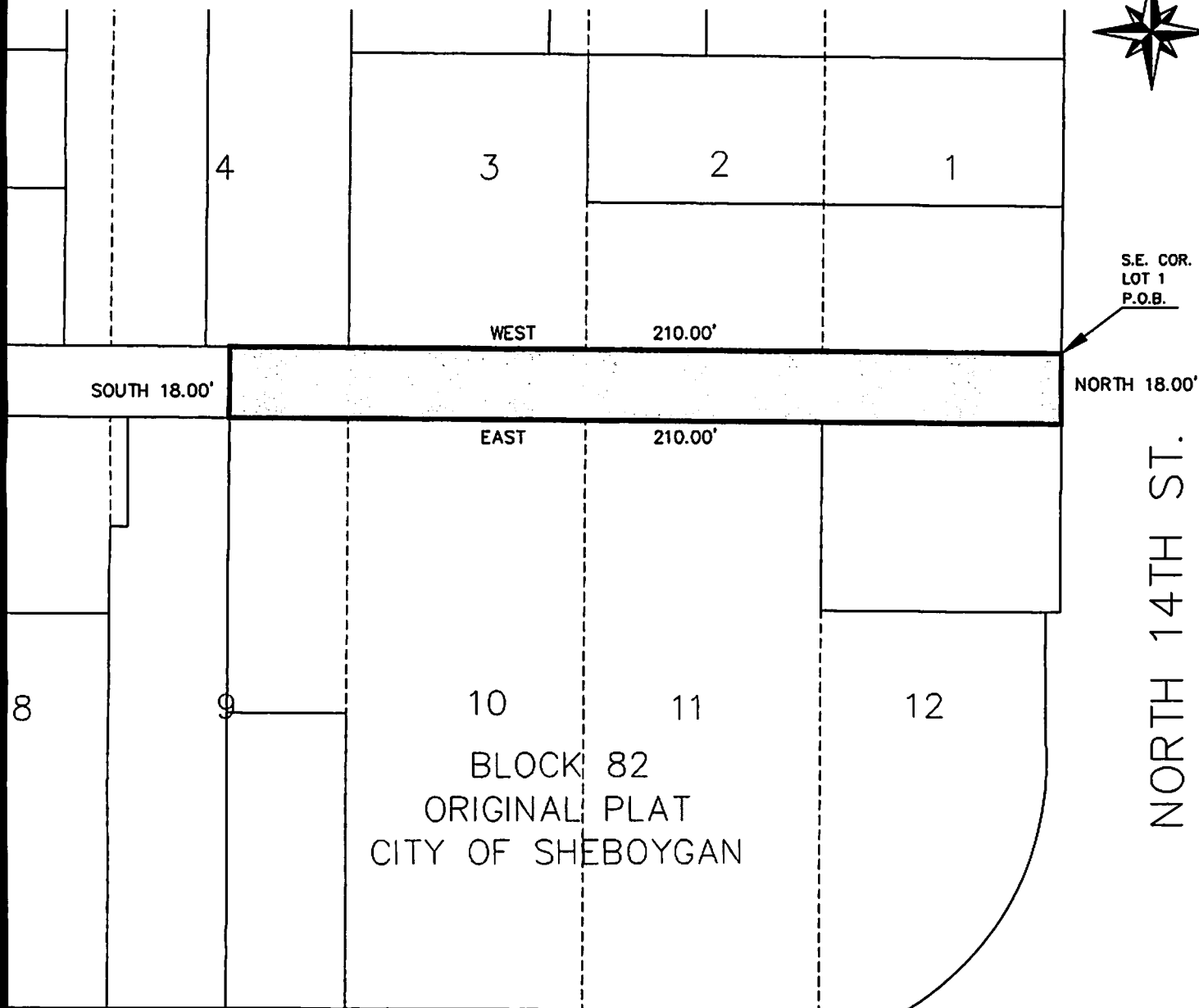
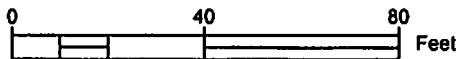
Susan Richards

City Clerk

ALLEY VACATION

THAT PART OF THE EAST/WEST ALLEY ADJACENT TO LOTS 1,2,3,10,11,12 THE EAST 1/2 OF LOT 4 AND THE EAST 1/2 OF LOT 9 LOCATED IN BLOCK 82 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF LOT 1 BLOCK 82 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE WEST ALONG THE SOUTH LINE OF LOTS 1,2,3 AND THE EAST 1/2 OF LOT 4 210.00 FEET, THENCE SOUTH 18.00 FEET TO THE NORTH LINE OF LOT 9 SAID BLOCK 82, THENCE EAST ALONG THE NORTH LINE OF LOTS 10,11,12 AND THE EAST 1/2 OF LOT 9 OF SAID BLOCK 82 210.00 FEET, THENCE NORTH 18.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 3,780 SQUARE FEET OR 0.087 ACRES.



CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4/30/2014

ERIE AVENUE



City of
Sheboygan
spirit on the lake

**NOTICE OF PENDENCY OF
ALLEY DISCONTINUANCE**

In the Matter of Application to the Common Council of the City of Sheboygan for the vacation of a paved alley located in the City of Sheboygan, State of Wisconsin.

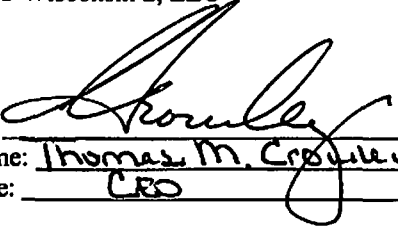
NOTICE IS HEREBY GIVEN, that an application has been made to the Common Council of the City of Sheboygan pursuant to Wisconsin Statute 66.1003 for the vacation of a paved alley located in the City of Sheboygan, County of Sheboygan, which is more specifically situated and located as follows:

Please see attached **Exhibit A**.

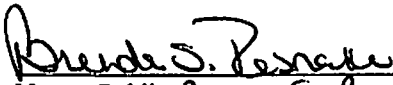
The vacation/discontinuance process is pending. This notice of pendency is being recorded pursuant to Wisconsin Statutes section 840.11(1).

The Party who made the above application is as follows:

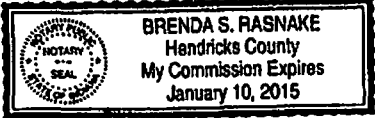
TMC Wisconsin 2, LLC

By: 
Name: Thomas M. Crowley
Title: CEO

Subscribed and sworn to before me this
14th day of May, 2014.


Notary Public Brenda S. Rasnake

My commission expires: 1/10/15



This instrument was drafted by:

Richard W. Donner, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

1986266
SHEBOYGAN COUNTY, WI
RECORDED ON
05/16/2014 3:07 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 2

Name and return address:

Richard W. Donner
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

59281204950; 59281204960;
59281204820; 59281204750
Parcel Identification Numbers

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 140718

License No: 0000

Date: 05/16/2014

Received By: LSS

Received From: TMC WISCONSIN 2 LLC

Memo: CVS PHARMACY

Method of Payment: \$150.00 Check No. 558

Total Received: \$150.00

<u>Fee Description</u>	<u>Fee</u>
Vacation Request	150.00

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



Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202

Telephone: 414-298-1000
Fax: 414-298-8097
Toll Free: 800-553-6215
reinhartlaw.com

May 15, 2014

MAY 16 '14 AM 10:35

Richard W. Donner
Direct Dial: 414-298-8169
rdonner@reinhartlaw.com

DELIVERED BY COURIER

Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081-4442

Dear Ms. Richards:

Re: Petition to Vacate Paved Alley

As you know, this firm represents TMC Wisconsin 2, LLC ("TMC"), the developer of the proposed CVS Pharmacy on the northwest corner of 14th Street and Erie Avenue (the "Project"). In furtherance of the Project, TMC proposes to have a portion of the paved alley located between 14th and 15th Streets and between St. Clair Avenue and Erie Avenue vacated, as depicted on the enclosed application materials.

In connection with the proposed alley vacation, the following materials are enclosed for processing:

1. Vacation Petition signed by the following owners of lands abutting on the portion of the alley to be vacated:

- (a) Jeffrey C. Henning (owner of 1108 N. 14th Street, #59281204950)
824 Briarwood Court, Kohler, WI 53044
- (b) Dan Perrodin & Lee Perrodin (owners of 1114 N. 14th Street, #59281204960); 904 Grand Avenue, Sheboygan, WI 53083-4133
- (c) Fred Geidel (owner of 1421 St. Clair Avenue, #59281204820)
907 N. Main Street, West Bend, WI 53090-25612
- (d) Darius S. Leavens (owner of 1120 N. 14th Street, #59281204750)
30 South 6th Street, Winneconne, WI 54986-9325

h/c - DRK Apartment Rentals, h/c

The petition is also signed by an owner of more than one-third of the frontage of the lots abutting that portion of the remainder of the paved alley:

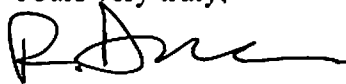
Ms. Sue Richards
May 15, 2014
Page 2

(e) Linda M. Wagner (owner of 1115 N. 15th Street, # 59281204870)
W6647 County Road Z, Plymouth, WI 53072-3918

2. Check in the amount of \$150.00 made out to the City of Sheboygan for vacation petition filing fee;
3. Notice of Pendency to be recorded in the Sheboygan County Register of Deeds Office contemporaneously with the submittal of the paved alley vacation petition; and
4. Map of vacation area prepared by City Engineering Department.

Please contact me with any questions or comments. Thank you for your time and assistance with this matter.

Yours very truly,



Richard W. Donner

15004850v1

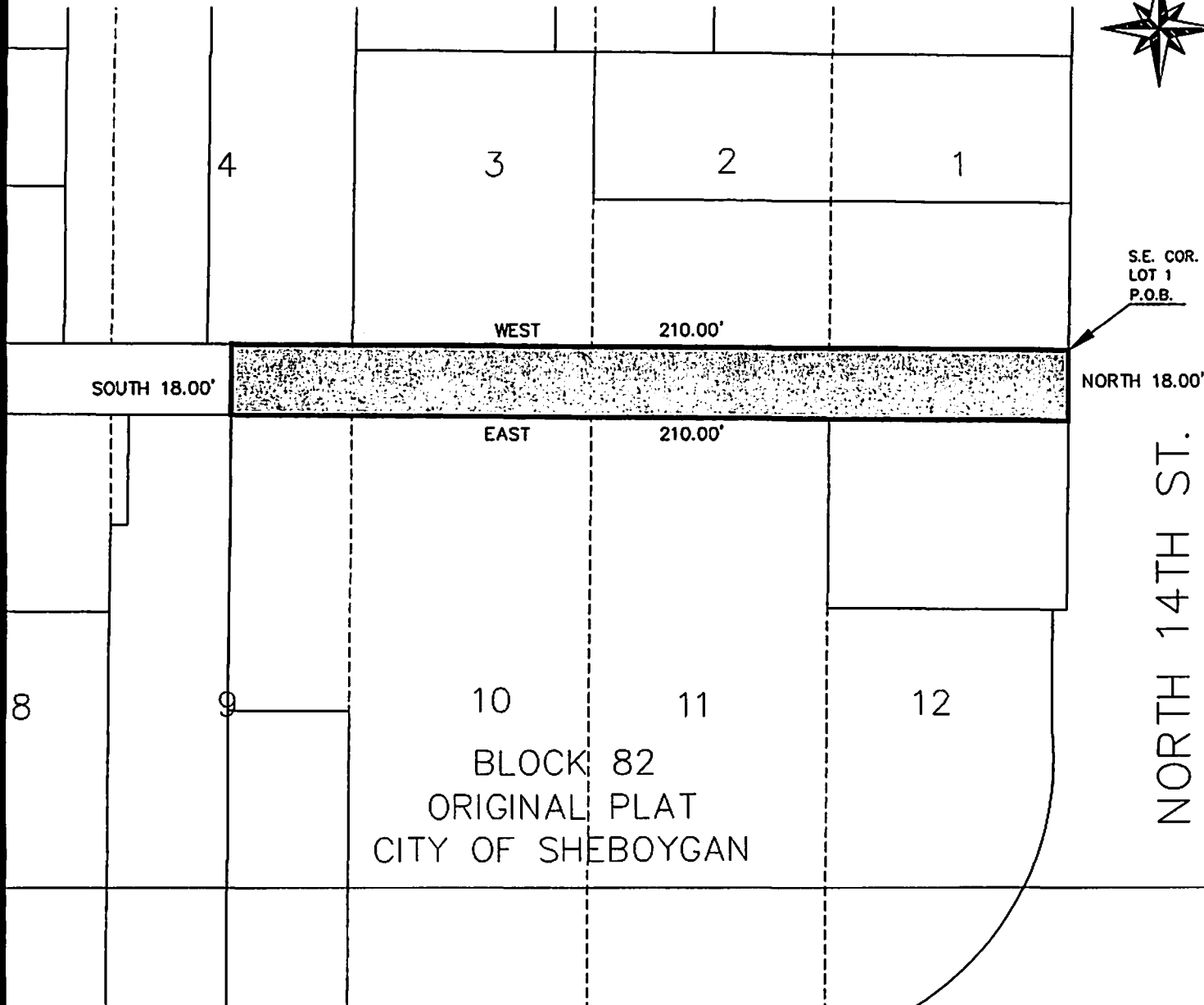
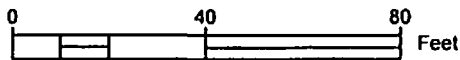
Encs.

EXHIBIT A

ALLEY VACATION

THAT PART OF THE EAST/WEST ALLEY ADJACENT TO LOTS 1,2,3,10,11,12 THE EAST 1/2 OF LOT 4 AND THE EAST 1/2 OF LOT 9 LOCATED IN BLOCK 82 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF LOT 1 BLOCK 82 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE WEST ALONG THE SOUTH LINE OF LOTS 1,2,3 AND THE EAST 1/2 OF LOT 4 210.00 FEET, THENCE SOUTH 18.00 FEET TO THE NORTH LINE OF LOT 9 SAID BLOCK 82, THENCE EAST ALONG THE NORTH LINE OF LOTS 10,11,12 AND THE EAST 1/2 OF LOT 9 OF SAID BLOCK 82 210.00 FEET, THENCE NORTH 18.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 3,780 SQUARE FEET OR 0.087 ACRES.

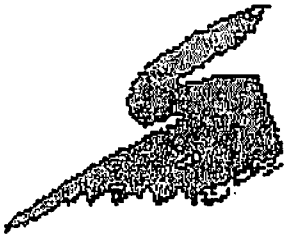


S.E. COR. LOT 1 P.O.B.

NORTH 18.00'

NORTH 14TH ST.

BLOCK 82 ORIGINAL PLAT CITY OF SHEBOYGAN



City of
Sheboygan
spirit on the lake

June 2, 2014

Sheboygan Sheriff's Department
Civil Process
615 N. 6th St.
Sheboygan, WI 53081

Enclosed is one (1) letter giving notice of the vacation and discontinuance of a portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave.

This notice needs to be served on the following property owner on or before Wednesday, June 4, 2014.

Dan and Lee Perrodin
DRK Apartment Rentals, LLC (owners/members of LLC)
904 Grand Ave.
Sheboygan, WI 53083

Thank you. If you have any questions, please call 459-3364.

Yours very truly,

SUSAN RICHARDS
City Clerk

SCR

Encs.

CITY CLERK'S OFFICE

CITY HALL
SUITE 203
828 CENTER AVE.
SHEBOYGAN, WI
53081-4496

920/459-3361
FAX 920/459-2917



City of
Sheboygan
spirit on the lake

June 2, 2014

Dear Property Owner:

Whereas, an ordinance has been introduced for the vacation and discontinuance of a portion of the paved alley between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave.

Paved Alley vacation - that part of the east/west alley adjacent to Lots 1, 2, 3, 10, 11, 12, the east ½ of Lot 4 and the east ½ of Lot 9 located in Blk. 82 original plat of the City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the S.E. corner of Lot 1 Blk. 82 original plat of the City of Sheboygan, said point also being the point of beginning, thence west along the south line of Lots 1, 2, 3 and the east ½ of lot 4 210.00', thence south 18.00' to the north line of Lot 9 said Blk. 82, thence east along the north line of Lots 10, 11, 12 and the east ½ of Lot 9 of said Blk. 82 210.00', thence north 18.00' to the point of beginning. The above described tract contains 3,780 square feet or 0.087 acres


Notice is hereby given that said ordinance will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of July, 2014, at 6:00 P.M.

CITY CLERK'S OFFICE

CITY HALL
SUITE 203
828 CENTER AVE.
SHEBOYGAN, WI
53081-4496

920/459-3361
FAX 920/459-2917

Yours very truly,


SUSAN RICHARDS
City Clerk

JEFFREY C HENNING
824 BRIARWOOD CT
KOHLER WI 53044

FRED GEIDEL
907 N MAIN ST
WEST BEND WI 53090

DARIUS S LEAVENS
30 SOUTH 6TH ST
WINNECONNE WI 54986

LINDA WAGNER
W6647 CTY RD Z
PLYMOUTH WI 53072

Publish - June 13, 20 and 27, 2014

WHEREAS, an ordinance has been introduced for the vacation and discontinuance of the paved alley located between N. 14th St. and N. 15th St. and between St. Clair Ave. and Erie Ave. particularly described as:

Paved Alley vacation - that part of the east/west alley adjacent to Lots 1, 2, 3, 10, 11, 12, the east ½ of Lot 4 and the east ½ of Lot 9 located in Blk. 82 original plat of the City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the S.E. corner of Lot 1 Blk. 82 original plat of the City of Sheboygan, said point also being the point of beginning, thence west along the south line of Lots 1, 2, 3 and the east ½ of lot 4 210.00', thence south 18.00' to the north line of Lot 9 said Blk. 82, thence east along the north line of Lots 10, 11, 12 and the east ½ of Lot 9 of said Blk. 82 210.00', thence north 18.00' to the point of beginning. The above described tract contains 3,780 square feet or 0.087 acres

WHEREAS, pursuant to Sec. 66.296(5) of the Wisconsin Statutes, a notice shall be published setting forth when said ordinance will be acted upon.

NOTICE IS THEREFORE GIVEN

That said ordinance will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of July, 2014, at 6:00 P.M.

SUSAN RICHARDS
City Clerk

*Sent to Press
5/28/14.*

VI

5.3

R. C. No. 59 - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 19, 2014.

Your Committee to whom was referred Gen. Ord. No. 12-14-15 creating Section 50-183(c) of the Municipal Code prohibiting use of sky lanterns in the City; recommends that the Ordinance be passed.

*Lies over to
July 7th*

Paul D. Cuba _____

[Signature] _____

[Signature] _____

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



40

13



8.1

Gen. Ord. No. 12-14-15. By Alderperson HAMMOND June 2, 2014.

AN ORDINANCE creating Subsection 50-183(c) of the Municipal Code prohibiting use of sky lanterns in the City.

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

Section 1. Subsection (c) of Section 50-183 of the Sheboygan Municipal Code entitled "Open flame candles, fixtures" is hereby created to read as follows:

"Sec. 50-183. *Open flame candles, fixtures.*

. . .

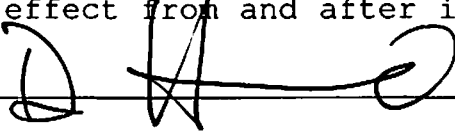
(c) No airborne open flame device, i.e. sky lantern, may be launched or used, free floating or tethered, in the City. Airborne open flame devices from neighboring jurisdictions that enter into the City are also prohibited.

1. The term "sky lantern" means any airborne lantern typically constructed from paper with a wood frame containing a candle or fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky candles, fire balloons and airborne paper lanterns means the same as sky lanterns."

Section 2. All other provisions of Chapter 50 shall remain unchanged.

*PP&S.
lies over to
July 7th C.C.
mtg.*

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



A handwritten signature in black ink, appearing to be 'D. H. O.', 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

~~VI~~

6.1

Gen. Ord. No. 14 - 14 - 15. By Alderpersons Donohue, VanderWeele and Bohren. June 16, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/delete various position(s) to the Police Department Table of Organization.

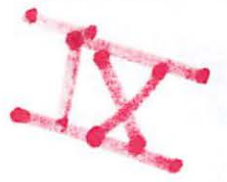
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section D.2.4. Police Department as follows:

Class Title	Class Grade	NO. of Employees
D. POLICE DEPARTMENT		
2. Criminal Investigation Division		
Delete:		
Lieutenant of Police MEG	18	1
Add:		
Sergeant of Police MEG	16	1
4. Administration Division		
Add:		
Sergeant of Police	16	1

lies over

12



7

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

W. Lynne Kowler

James B. ...

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. _____ - 14 - 15. By CITY CLERK. July 7, 2014.

Submitting a communication from Kenneth Peitzmeier requesting a waiver from the Sex Offender Residency restrictions in order to live at 1020 Bell Ave.

pp+s.

Susan Richards
City Clerk

III

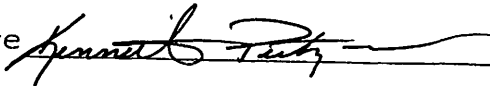
Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

Date June 30, 2014

My name is Heaneth Peitzmeier

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1020 Bell Ave.

Sheboygan, WI 53083

Signature 

Phone No 920-287-9550

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.....

Other Matters

II

8.2

R. O. No. - 14 - 15. By CITY CLERK. July 7, 2014.

Submitting a communication from Alderperson Bohren along with an article from the Milwaukee Journal entitled "Digging Deeper to Cover Health".

Com Whole
+ Grief.
Sal + Grief.

Susan Richards
City Clerk

III

23

Handwritten text, possibly a signature or name, appearing as a faint scribble.

Richards, Susan

From: Alderperson Jim Bohren
Sent: Monday, June 30, 2014 11:24 AM
To: Richards, Susan
Cc: Rohrick, Sandy; Leonhardt, Vicki; Alderperson Mary Lynne Donohue
Subject: FW: M3 Cities Agent, Customer Survry Mil. Journal Article
Attachments: Scan0001.pdf

Sheboygan City Clerk Sue Richards - Sue

Please include the attached document an article from the Milwaukee Journal "Digging deeper to cover health", highlights of a survey done by the City of Sheboygan's insurance carrier M3 as a document for the July 7th 2014 Council meeting. Please refer it to the S&G Committee and the Committee of the Whole. Thank you.

Alderman Jim Bohren

Serving on the Sheboygan Common Council Since April, 2006.

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

jim.bohren@ci.sheboygan.wi.us

2014 - 2015 Committee Assignments

Public Works Committee

Salaries & Grievances Committee

Capital Improvements Commission

Senior Activity Center Commission

From: Alderperson Jim Bohren
Sent: Monday, June 30, 2014 10:50 AM
To: Mayor Vandersteen
Cc: Rohrick, Sandy; Leonhardt, Vicki; Amodeo, James; Alderperson Mary Lynne Donohue; Rajer, Mary
Subject: FW: M3 Cities Agent, Customer Survry Mil. Journal Article

Mayor Mike -

FYI

Alderman Jim Bohren

Serving on the Sheboygan Common Council Since April, 2006.

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

jim.bohren@ci.sheboygan.wi.us

2014 - 2015 Committee Assignments

Public Works Committee

Salaries & Grievances Committee

Capital Improvements Commission

Senior Activity Center Commission

From: James Bohren [jbohren@charter.net]
Sent: Monday, June 30, 2014 10:46 AM
To: Alderperson Jim Bohren
Subject:

From page 1

PREMIUMS

Increases vary by employers

director of risk management for employee benefits.

Excluding the fees, the average increase was in line with recent years.

According to the report, the average total annual cost of health benefits for each employee in 2014 is:

■ In the public sector, \$16,733, up slightly from \$16,532 last year.

■ In the private sector, \$11,101, up slightly from \$11,009 last year.

The average annual cost per employee is a different measure and doesn't correlate with the average increase in annual premiums.

The difference in costs between the public and private sector in the report stems partly from more of M3's clients in the public sector being in rural areas, which have higher costs, Twietmeyer said.

Employers in the private sector also are more likely to self-insure, or pay most of the medical claims of employees and their families themselves, he said, and this can lower costs.

The increase in costs varied by the size of the employer and throughout the state.

The areas with the highest overall costs were north-

west Wisconsin and north central Wisconsin.

Costs also were higher for health plans with broad networks of doctors and hospitals compared with plans based on health maintenance organizations.

The cost of health benefits per employee averaged \$10,412 for HMO plans compared with \$13,075 for plans known as preferred provider organizations.

Surveys on the cost of health benefits themselves vary. M3's report provides a snapshot of Wisconsin.

As in past years, employers turned to changes in the design of their plans to control costs, such as increasing out-of-pocket maximums.

The share of the premium paid by employees overall was basically unchanged:

■ Private-sector employees paid 25% of the total cost for single coverage and 31% of the cost for family coverage.

■ Public-sector employees paid 11% of the cost for single and family coverage.

Meyer, the director of risk management, said the share of premiums paid by employees has remained fairly steady over the years.

One change gradually taking hold is contracts with hospitals and doctors partly tied to their performance on quality measures and outcomes, Twietmeyer said.

For now, the contracts generally focus on targets, such as managing diabetes and other chronic diseases. But this is just the start.

"It is going to change the model on how they deliver care," Twietmeyer said.

Digging deeper to cover health

MJL. Journal 6/23/14

Premiums rise in private, public sector

By GUY BOULTON
gboulton@journalsentinel.com

Health insurance premiums in the public sector increased 1.2% on average this year, compared with a 7.1% increase in the private sector, based on an annual report by M3 Insurance, the state's largest insurance agency.

The report also showed a sharp increase in health plans with high deductibles, with 34% of the plans offered now having an annual deductible of \$1,250 for individuals and \$2,500 for families.

That was up from 28% last year and 14% in 2007.

The survey is based on 554 M3 clients, most of them in Wisconsin, ranging in size from three to more than 5,000 employees and offering 1,091 different health plans.

Rich Twietmeyer, executive vice president of employee benefits for M3, attributed the small increase in premiums in the public sector to the additional flexibility in designing plans, such as higher deductibles, and increased competition among insurers after the passage of Act 10. The law curtailed collective bargaining for most public employees and made it easier for government entities to make changes in health benefits.

M3's clients include 215 school districts throughout the state. "They've been able to adapt and improvise," Twietmeyer said.

The 7.1% average increase in premiums for private employers stems partly from taxes and fees of about 3% from the Affordable Care Act, said Brian Meyer, M3's

III

Other Matters

8.3

Res. No. _____ - 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the appropriate City Officials to execute the contract between the City of Sheboygan and McMahon Engineers/Architects in the amount of \$18,000.00 for the sanitary sewer design for the Calumet Drive Reconstruction (Main Avenue to N. 26th Street), State Project Number 4630-05-71, Account Number 60134110-980099.

RESOLVED: That the appropriate City Officials execute the contract between the City of Sheboygan and McMahon Engineers/Architects in the amount of \$18,000.00 for the sanitary sewer design for the Calumet Drive Reconstruction (Main Avenue to N. 26th Street), State Project Number 4630-05-71, Account Number 60134110-521900.

P.W.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

127

III

III

Other Matters

8.4

Res. No. - 14 - 15. By Alderperson Heidemann. July 7, 2014.

A RESOLUTION authorizing the emergency slope repair on Broughton Drive as the result of major erosion.

WHEREAS, the extensive nature of the conditions, limited time for repair, and limited availability of qualified excavating contractors call for immediate action.

NOW, THEREFORE, BE IT RESOLVED; That the Common Council finds that the extensive nature of the eroded conditions at Broughton Drive creates an emergency endangering the public welfare of the City.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Buteyn-Peterson for repair of the slope as a result of the erosion.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw on the appropriate funds in payment of same.

Account Number 10133140-521900

P.W.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSAL

Buteyn-Peterson Construction Company, Inc. (Contractor)
 Road and Site Contractors
 N7337 Dairyland Drive, Sheboygan, Wisconsin, 53083
 (920)-565-6200


PROPOSAL SUBMITTED TO City of Sheboygan, Att. Ryan Sazma	PHONE	DATE 7/2/2014
STREET	JOB NAME Emergency Slope Repair / Broughton Drive	
CITY, STATE AND ZIP	JOB LOCATION Broughton Drive, ~2,500' south of Park Street Int.	

We propose hereby to furnish material and labor to complete the following work in accordance with information supplied by owner at the prices stated:

UNIT	DESCRIPTION	QTY	PRICE	TOTAL
1	Remove existing tree stump and replace with armored slope approximately 262 tons of feldstone mixed with topsoil seed finished slope. Restore approximately 10 foot behind curb and install erosion mat on flat area only. Provide traffic control for SB lane closure on Broughton Drive Slope area to be armored is approximately 60 foot bottom and 20 foot top	1		\$18,670 00
<input type="checkbox"/>	SEE ATTACHED FOR PROPOSAL			
	SUBJECT TO ADDITIONAL TERMS AND CONDITIONS as shown on attached exhibit A			

OTHER CONDITIONS:

PAYMENT TO BE MADE AS FOLLOWS:
 Net 20 days from date of billing. 1-1/2% per month applied to the past due balance.

Buteyn-Peterson Construction Company, Inc.
 Authorized Signature: 
 NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted
 You are authorized to do the work as specified. Payment will be made as outlined above.
 Date of Acceptance: _____ Signature: _____
 Signature: _____

Exhibit A
ADDITIONAL PROPOSAL TERMS & CONDITIONS

SITE ACCESS

Contractor, its employees, agents and subcontractors, shall have access to the project site as needed to plan for and perform the services proposed; and owner warrants that owner have authority to grant such permission.

CHANGE ORDERS

Owner may request changes within the general scope of the services described in this proposal, by altering or adding to the services to be performed, and such changes shall be performed, provided that the proposed changes are in writing and contractor approves the additional cost amount or rates to be paid by owner for the change in services.

PAYMENT

Payment is due and payable as provided in the proposal, or if not specified otherwise, then shall be paid in full within 30 days after completion of the work by contractor. In the event of default in payment, owner shall be liable for interest as provided in the proposal or if not specified, then at the maximum rate allowed by law, and all costs of collection, including reasonable attorneys fees.

OWNER RESPONSIBILITY

Owner shall be responsible for this construction project being in compliance with all federal, state & local laws and regulations, and shall be responsible for obtaining any and all permits or licenses that may be required in connection with this proposal.

Owner shall be responsible for notifying contractor of the existence, location and depth of buried utilities or structures which may be in the area of construction.

INDEMNIFICATION

Owner shall hold contractor harmless from any claim for damages on any basis whatsoever, arising on or as a result of the project referred to, including any claims or penalties arising by reason of non-compliance with any laws or regulations, and shall defend and indemnify contractor against any such claim, suit and any obligation or liability arising there from, except to the extent of any damages caused by contractor's negligence or misconduct, and to that extent contractor shall hold owner harmless from any claim or suit.

CONTRACTOR WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workman like manner according to standard practices. All labor and material is conclusively accepted as satisfactory unless owner notifies contractor in writing otherwise within 30 days after the services are completed.

UNFORESEEN CIRCUMSTANCES

In the event any significant unforeseen site conditions or occurrences are encountered during performance of services by contractor which in contractor's sole judgment may significantly affect the work, the risks involved or the scope of services contractor may terminate this agreement and owner shall pay contractor for services performed to the date of termination, plus reasonable additional costs and expenses incurred by reason of the termination, provided, however, that as an alternative, owner may elect to alter or change the scope of services and agree to pay the additional changes estimated by contractor to be incurred by reason of the previously unforeseen conditions or occurrences, and this contract shall then continue in effect, as modified.

Contractor shall not be liable to owner for any loss of expense arising out of delay in rendering the services where any such delay is caused by any events beyond the reasonable control of contractor

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

II

Other Matters

8.5

R. O. No. _____ - 14 - 15. By CITY CLERK. July 7, 2014.

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

Law & Lic.

Susan Richards

City Clerk

CHANGE OF AGENT

Sarah Rosenthal is replacing Jessica Christel as agent for Kwik Trip #361 located at 1618 Calumet Dr. effective 7/4/14.

Scott Van Straten is replacing Rachel Radue as agent for Wal-Mart located at 3711 S. Taylor Dr. effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	JMKAC	608 New York Ave. - one-day event to be Held 9/12/14 between 6:15 and 9:30 PM to include current premise, outside Festival Green toward the corner of Wisconsin Ave. & 7 th St. fenced in area.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to be held 9/20/14 to include current premise and lawn area outside Latitude.
2943	Superior Bar & Grill	2607 Superior Ave. - three-day event to be held 8/8/14 to 8/10/14 to include the current premise and the northwest side of the building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3074	Celebration of Life	1450 S. 8 th St.
3075	Fill'er Up	1501 S. 8 th St.

11

carole & mark

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9869	Alexandroni, Dustin J.	639 Monroe St., #103, Sheb. Falls
0455	Annis, Alexander R.	1515A N. 7 th St.
9856	Babino, Kayla N.	1709 Hilltop Dr.
6379	Bastian, Todd R.	1012 Falls Park Dr., Sheb. Falls
0443	Bohlman, Jason W.	3203 W. Apache Rd.
0442	Cassady, Cara L.	3919 Mendicino Ln.
0447	Cole, Paige L.	1122 Ashland Ave.
3756	Devriend, Therese K.	1513 S. 14 th St.
4898	Evans, Michael J.	1821 Calumet Dr., #2
7588	Frank, Jesse J.	2218 Indiana Ave.
5479	Gahiji II, Tariek T.	719 Huron Ave.
0441	Gessler, Rebecca T.	1711 S. 12 th St.
0445	Jones, Alisia R.	816 Ashland Ave.
0449	Jones, Kearra N.	1640 N. Taylor Dr., #D
9655	Kielbicki, Kim C.	2210 N. 26 th St.
1659	Koelpin, Daniel C.	3939 S. 12 th St.
4718	Kramer, Cory L.	830 N. 10 th St.
0438	Lardinois, John C.	12930 S. Union Rd., Newton
0458	Musiedlak, Samantha L.	1712A N. 11 th St.
8326	Payne, Michael D.	431 Schwartz St., Plymouth
0452	Prieto, Brenna M.	1224 S. 11 th St.
0453	Riste, Stacy L.	3444 S. 17 th St.
2063	Rupple, David M.	N4442 Van Treeck Tr., Sheb. Falls
6448	Schmidt, Timothy J.	2416 N. 34 th St.
0457	Schultz, Danielle M.	2325 N. 9 th St.
0440	Shaker, Megan M.	2332 Carmen Ave., #5E
2217	Taubenheim, Ronald R.	910 New York Ave.
0459	Thompson, Nico S.	N9080 Jung Rd., Elkhart Lake
6371	Vatland, Astor	4632 Superior Ave.
0446	Wilson, Roger E.	N6153 Woodland Meadows Dr.
0448	Witt, Angela S.	1009A Huron Ave.
0454	Woehlkem, Jacob A.	N3475 Leynse Rd., Sheb. Falls
0444	Zaletel, Marye E.	2312 Calumet Dr.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8017	Anderson, Randolph C.	1941 N. 35 th St., Manitowoc
6414	Babler, Elizabeth M.	1503 Division Ave.
8611	Basler, Katlin R.	908A Michigan Ave.
4725	Beimel, Kathleen M.	1407 Main Ave.
5627	Berdyck, Jacob E.	2630 N. 20 th St.
9650	Blindauer, Charles E.	1614 S. 14 th St.
5866	Buechler, Paul T.	1213A S. 10 th St.
1160	Burns II, John R. (Club)	50 Lighthouse Ct.
9665	Cantrall, Veronica M.	127 E. Mill St. #1, Plymouth
9560	Cisler, Ashley M.	2407 Calumet Dr.

7338 Coffin, Kurt P. (Club)	1335 Columbus
1216 Cullen, Debra L.	1114 S. 16 th St.
8026 Dickert, Allen R.	1726 Barrett St.
8950 Dietrich, Cassandra L.	1606 S. 17 th St.
6523 Evans, Gerri L.	2130 N. 23 rd St.
8132 Gamez, Jenny V.	1413A S. 11 th St.
9578 Goetsch, Stephanie J.	2407 N. 26 th St.
1400 Gosse, Thomas J.	2614 Black Fox Ct.
8897 Holm, Patrick F.	611 N. Water St.
5716 Kaker, Justine M.	1322 S. 7 th St.
4068 Kester, Becky L.	1445A S. 13 th St.
8194 Kever, Jennifer M.	1043 Falls Parc Dr., #9, Sheb. Falls
1685 Kraus, Jeanne E.	2410 North Ave.
4094 Kummer, Lynn M.	N5954 Hillside Rd., Plymouth
9700 Lakosh, Erin M.	508 N. 8 th St., #A
6971 Lensen, Wendy A.	W6434 Francis Ave., Cascade
3063 Lohse, Tim C.	1730 Garden Ct.
9928 Meinnert, Nathan J.	4521 Moenning Rd.
9799 Minglana, Fernando C.	1530 N. 9 th St.
3499 Mlejnek, Dale R.	2335 Skyline Dr., #1D
4046 O'Keefe, Sara M.	531 S. 8 th St., #403
4904 Patron, Sharlene Sue	2320 N. 9 th St.
2871 Perronne, Daniel L.	W2799 Cty N, Sheb. Falls
3746 Pfrang, Sheryl R.	811 N. 38 th St.
9842 Quintero, Anna L.	225 N. Main St., #13, Sheb. Falls
9927 Ramirez, Maria I.	1411 N. 4 th St.
8612 Repphun, Peter J.	N6850 Swallow Dr.
8919 Roberson, Corey D.	2418 N. 36 th St.
9881 Rose, Denise K.	2223 S. 8 th St.
9585 Rossmiller, Aaron B.	15 Ottawa Pl.
8761 Ruge, Alan F.	1815 S. 19 th St.
6444 Schmidtke, James B.	N6137 Center Ave., Sheb. Falls
4395 Shaefer, Ingrid M.	1042 Falls Parc Dr., #9, Sheb. Falls
4221 Shimkoski, Ryan L.	2714 Union Ave.
8706 Shufflebotham, Jonathan (Club)	1322 S. 20 th St.
8911 Siever, Rachelle A.	3506 Willow Circle
6417 Sneen, Bruce A.	3146 North Ave.
2178 Stanul, Michael A.	1721 Niagara Ave.
8901 Strahl, Robin K.	2413 N. 7 th St.
8829 Underwood, Lisa M.	1114 High Ave.
6180 Vervelde, Kim M.	522 Wilson Ave., #8
9866 Wargo, Mandy J.	3627 N. 20 th St.
6840 Weis, Cecilia G.	1714 N. 3 rd St.
2318 Winkel, Gregg S.	3219 Main Ave.
1902 Woelffer, Margo M.	85 Lincoln Ave.
2331 Wollin, Kristopher A.	3201 S. 12 th St.
3040 Wyckoff, Kerry J.	16205 Keller Ln., Kiel

TAXICAB OPERATOR'S LICENSE (NEW) (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0451	Felde, Karen L.	1325A Michigan Ave.
0450	Rigas, Peter M.	10401 N. Port Washington Rd., Mequon

III

Other Matters

8.6

Res. No. _____ - 14 - 15. By Alderperson Hammond. July 7, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for Information Technology servers:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Information Technology Fund Unreserved Retained Earnings 707-272000	Information Technology Fund IT Equipment 70717100-642200	\$37,674

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

Other Matters

8.7

Res No. _____ - 14 - 15. By Alderperson Hammond. July 7, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing estimated revenue and appropriation for 2014 Community Development Block Grant Entitlement Program:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Community Block Grant Fund Entitlement 21461100-431901-0	Community Block Grant Fund NSRA No. 1 Officers 21496100-540100	\$30,000
	Family Connections 21498100-590100	\$1,560
	Partners for Community Development 21498100-590100	\$17,500
	Habitat for Humanity 21498100-590100	\$5,850
	Shoreline Metro 21493200-590100	\$42,493
	Sheboygan County Interfaith 21498100-590100-10268	\$3,900
	Safe Harbor 21498100-590100	\$6,000
	Tee Box Inc 21498100-590100	\$2,800
	Mental Health Association 21498100-590100	\$1,950
	Sheboygan Housing Assistance Center 21498100-590100	\$25,637
	Lakeshore CAP 21498100-590100	\$15,592

Finance

60

III

Lakeshore Community Health Center 21498100-590100	\$3,900
Family Service Association 21498100-590100	\$6,240
Administration 21498100-521500-10400	\$164,605
Street Improvements 21461100-631100	\$350,000
Neighborhood Improvements/Hist Preservatio 21461100-631100	\$145,000

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

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

Other matters

88

R. O. No. - 14 - 15. By DIRECTOR OF PLANNING AND DEVELOPMENT.
July 7, 2014.

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting reserved on-street event parking on the south side of Pennsylvania Avenue from Broughton Drive to N. 5th Street & the south side of Center Avenue from Broughton Drive to N. 4th Street for two Sail Sheboygan sailing championships July 26, 2014 to August 1, 2014 & August 8, 2014 to August 15, 2014 and the closure of Pennsylvania Avenue from Broughton Drive to the Lake Michigan.

Sail Sheboygan is hosting the Thistle Nationals from Saturday July 26, 2014 to Friday, August 1, 2014. Approximately 70 participants and additional vehicles from spectators will be at this event. The event will also be closing the south half of the Public Boat Launch facility. The Armory parking lot will be used as an overflow lot for vehicles/boat trailers if needed.

On Friday, August 8, 2014 to Friday, August 15, 2014, Sail Sheboygan is hosting the Lightning Sailing event. This event will see about 90 participants and additional spectators. The request would be to reserve the south side of the Pennsylvania Avenue for event parking from Broughton Drive to N. 5th Street and south side of Center Ave from Broughton Drive to N. 4th Street. The south side of the Public Boat Launch facility will also be used for this event. Overflow parking of vehicles/boat trailers will be in the Armory parking lot.

Director of Planning & Development

88

II

II

Other Matters

8.9

R. O. No. _____ - 14 - 15. By PURCHASING AGENT. July 7, 2014.

Submitting a tabulation of bids for the structural rebuild and replacement of the three tower roof structures at Fire Station # 4

Bidder	City	Attend Pre Bid	Bid Bond Present	Bid Amount
A. Chappa Construction	Sheboygan Falls	Yes	Yes	\$ 24,074.00
Mike Koenig Construction	Sheboygan	Yes	Yes	\$ 34,366.00
Jos. Schmitt Construction	Sheboygan	Yes	Yes	\$ 18,930.00
Cardinal Construction	Fond du Lac	Yes	Yes	\$ 54,630.00

Following review of the tabulations, the Bid submitted by Jos. Schmitt & Sons Construction Inc. was found to contain an error and was voluntarily withdrawn by the bidder, with permission by the City being granted.

The recommendation therefore is to award the bid to A. Chappa Construction in the amount of \$24,074.00. for the work specified including all permits.

PP+S.

Respectfully submitted,

Bernard R. Rammer

8.8

III

Reference	Year	Author	Title	Journal
100000000	1980	Smith	...	...
100000000	1981	...	...	...
100000000	1982	...	...	...
100000000	1983	...	...	...

The following table shows the results of the survey. The data indicates that the majority of respondents are satisfied with the current state of affairs. However, there are some concerns regarding the future of the organization. It is recommended that the management team should take immediate action to address these concerns and ensure the long-term success of the organization.

III

Other Matters

8.10

Res. No. _____ - 14 - 15. By Alderperson Carlson. July 7, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of the three tower roofs for Fire Station Number 4, 2622 North 15th Street, Sheboygan.

WHEREAS: The building was constructed in 1990 and features three tower structures with clay tile roofs and an inboard drainage trough for stormwater.

WHEREAS: It was determined that leakage from these structures to the interior of the building could be eliminated through a change in the design of the roofs to a more traditional one, including rain gutters and;

WHEREAS: The City engaged the services of Abacus Architects of Sheboygan to re-design the roof structures to allow for better drainage and subsequently utilized that design to put the project out for bids and;

WHEREAS: The bids received have been reviewed and it has been determined that the bid by A. Chappa Construction of Sheboygan Falls in the amount of \$24,074.00 meets or exceeds the specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with A. Chappa Construction Inc. of Sheboygan Falls in the amount of \$24,074.00 for the structural rebuild including all finish work required of the three tower roof structures at Fire Station # 4 as detailed on the attached Report of Officers.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account number 10122100-524110 in payment of same.

pps

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

Other Matters

8.11

Res. No. _____ - 14 - 15. By Alderperson Hammond. July 7, 2014.

A RESOLUTION authorizing entering into a contract for sale of real estate with Becknell Industrial, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Contract for Sale of Real Estate by and between the City and Becknell Industrial, LLC for the property set forth below, in form substantially similar to the attached.

Property formerly known as the Heimer Property consisting of approximately 11.081 acres located on Weeden Creek Road and I-43.

Inance

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

112

III

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is made and entered into as of the ____ day of _____, 2014, by and between CITY OF SHEBOYGAN, WISCONSIN (hereinafter referred to as "Seller"), and BECKNELL INDUSTRIAL LLC, a Delaware limited liability company (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real estate consisting of approximately 11.081 acres located on Wheeden Creek Road, Sheboygan, WI, and legally described in the attached Exhibit "A" ("Real Estate"); and,

WHEREAS, Seller is desirous of selling the Real Estate to Buyer, and Buyer is desirous of purchasing the same; and,

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of the Real Estate and wish to reflect their agreement in writing;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. COVENANT OF SALE AND PURCHASE. Seller agrees to sell and Buyer agrees to purchase the Real Estate, together with all improvements and appurtenances, upon the terms set forth in this Contract.

2. PURCHASE PRICE. The gross purchase price ("Purchase Price") of said Real Estate, including all improvements and fixtures located thereon, shall be the sum of Four Hundred Forty-Three Thousand Two Hundred Forty and No/100 Dollars (\$443,240.00). The Purchase Price shall be paid in the following manner:

(a) within three (3) business days of the execution of this Contract, Buyer shall pay Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money (the "Earnest Money") into escrow with Chicago Title Insurance Company Attention: Ellen Schwab Sr. Commercial Escrow Officer 2828 Routh Street, Suite 800 Dallas, Texas 75201, Telephone: 214-965-1670, Telecopy: 214-965-1627, email address: SchwabE@CTT.com (the "Escrow Agent"); and,

(b) the balance shall be paid to Seller at Closing by wire transfer, or such other form acceptable to Seller, less various credits and prorations as set forth in this Contract.

3. FEASIBILITY PERIOD. Buyer shall have sixty (60) days from the date of this Contract within which Buyer may conduct its due diligence evaluation (the "Feasibility Period"). Buyer shall have the right to conduct such environmental studies (including but not limited to any new or updated Environmental Site Assessment, in form and substance satisfactory to Buyer), property condition and inspection reports, and such other investigations or inspections as Buyer in its discretion may deem advisable. If, at any time during the Feasibility Period, Buyer finds the Real Estate to be unacceptable for any reason in Buyer's sole discretion, then Buyer may terminate this Contract by written notice delivered to Seller on or before the date the Feasibility Period expires and neither party shall have any further liability or obligation hereunder except that which may expressly survive pursuant to the terms herein. Upon Seller's receipt of such notice of termination, Escrow Agent shall refund to Buyer the Earnest Money without the need of a separate release from Seller.

The Buyer and Buyer's agent, contractors, professional consultants and employees shall have the right to enter upon any part of the Real Estate for the purpose of conducting any of such studies. Seller agrees to cooperate with Buyer in obtaining all necessary governmental approvals. Buyer shall return the Real Estate to its original condition after any study or inspection is completed. It is understood that Buyer may waive its right to this contingency at any time during the Feasibility Period upon written notice to Seller. If Buyer waives its right to this contingency prior to the expiration of the Feasibility Period, or fails to give notice to Seller of termination of this Contract within the time required, then this Contract shall become fully enforceable and the parties shall proceed to Closing. The entire amount of the Earnest Money shall apply to the Purchase Price at Closing, should Closing occur.

4. CONDITIONS PRECEDENT TO CLOSING.

(a) Seller, at its own expense, shall remove any personal property on the Real Estate that is encroaching from the Wagner Excavating site and shall cause Wagner Excavating to cease its operations as a material yard which it currently operates at or near the southwest corner of the Real Estate and shall prevent any operations at that site as a material yard or other similar use ("Wagner Excavating Contingency"). Prior to the expiration of the Feasibility Period, Seller shall provide Buyer with evidence of affirmative action taken regarding the Wagner Excavating Contingency. During the Feasibility Period, Buyer shall satisfy itself as to the status of the Wagner Excavating operations at or near the southwest corner of the Real Estate. Wagner Excavating has agreed to vacate the Property as of December 1, 2014.

(b) Seller, at its own expense, shall cause the utilities to be extended to the property line of the Real Estate for Buyer's use in a good and workmanlike manner. Seller agrees

to use its best efforts to cause sanitary sewer and water mains to be extended to the property line of the Real Estate at Seller's expense by the later of the following: (a) December 31, 2014, (b) the date that is seventy-five (75) days after the date of closing, or (c) seventy-five (75) days after commencement by Buyer of construction of a building on the Real Estate.

In the event either of the above are not satisfied to Buyer's satisfaction, in its sole discretion, within five (5) business days prior to Closing, this Contract may be terminated by Buyer by providing written notice to Seller at any time prior to Closing, and in the event of termination, all Earnest Money shall be returned to Buyer, and neither party shall have any further liability or obligation hereunder.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller represents and warrants to the Buyer as follows:

(a) To the best of Seller's actual knowledge, the Real Estate is in compliance with all applicable laws and all easements, licenses, covenants and other restrictions affecting the Real Estate in all material respect, and that Seller has not received any notice of, nor has any knowledge of, zoning or building violations.

(b) The Seller holds and will convey to the Buyer good and marketable fee simple title to the Real Estate which is and will be insurable Escrow Agent at regular rates. As of the date of Closing, there will be no agreements in effect relating to the sale of any portion of the Real Estate by or to any other person or entity, no other person or entity will have the right to use any portion of the Real Estate and there will be no tenants in possession.

(c) Seller has not generated, stored, released, discharged, or disposed of hazardous substances or wastes from or on the Real Estate during the period of Seller's ownership in violation of law, and, to the best of Seller's knowledge, without independent investigation, no hazardous substances or wastes have been generated, stored, released, discharged or disposed of from or on the Real Estate during the period of Seller's ownership in violation of law; provided, however, such representation and warranty shall not diminish Buyer's obligation to inform itself concerning the physical and environmental condition of the Real Property. As used in this Contract, the terms "Hazardous Substances" and "Hazardous Wastes" shall have the meanings set forth in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the regulations thereunder, the Resource Conservation and Recovery Act, as amended, and the regulations thereunder, and the Federal Clean Water Act, as amended, and the regulations thereunder, and such terms shall also include asbestos, petroleum products, radioactive materials and any regulated substances under any Federal, State or

local environmental law, regulation or ordinance.

(d) There are no suits, claims, foreclosure proceedings, landlord-tenant disputes, property tax protests, or zoning proceedings that are pending or, to Seller's actual knowledge, threatened with respect to or in any manner affecting the Real Estate.

(e) Other than this Contract, Seller has not and will not enter into any written or oral agreement, installment land contract, lease option, or option under that Seller is or could become obligated to sell all or any portion of the Real Estate to a third party or to any affiliate of Seller.

(f) Seller has not intentionally withheld from Buyer any material information with respect to the Real Estate.

(g) To Seller's knowledge, the information contained in the materials provided by Seller is accurate in all material respects and not misleading in any material respect.

(h) Seller's representations, warranties and covenants described in this Contract will be deemed effective at all times from the date hereof to the Closing Date. Seller's representations, warranties, covenants, and indemnities described in this Contract will survive the Closing, conveyance of the Real Estate to Buyer, and the delivery and recordation of the deed. Buyer has inspected the Real Property and acknowledges that it does not rely on any representation or warranty made by Seller or Seller's agents. Buyer further acknowledges that none has been made, except as specifically stated in the Contract.

(i) Any reference to Seller's knowledge in this Contract shall include the knowledge of Seller's principals, directors, officers, members, managers, partners, agents, and employees.

6. REPRESENTATIONS AND WARRANTIES OF BUYER. The Buyer represents and warrants to Seller as follows:

(a) Buyer is a limited liability company duly organized, wholly existing and has the power and authority to enter into and perform all of the terms and conditions imposed upon Buyer under this Contract.

(b) Buyer has the power and authority to consummate the transactions contemplated hereunder.

(c) Buyer will have readily available funds at the time of Closing to pay the Purchase Price and the other transaction costs assumed by Buyer hereunder.

Formatted: Underline

76. DELIVERIES BY THE SELLER. Within ten (10) days of the date of this Contract, Seller shall deliver to Buyer a copy of its most current Phase I environmental report, and copies of any surveys, blueprints, reports, studies, tests, proformas, title documentation, covenants and restrictions, incentive proposals, governmental approvals or notices, written leases, and any service, maintenance and other agreements related to the Real Estate which Seller has in its possession and may be relevant to Buyer's review of the Real Estate.

87. CLOSING. Closing ("Closing") shall occur within fifteen (15) days after the expiration or earlier termination of the Feasibility Period ("Closing Date"). Upon payment of the Purchase Price in full, less usual and customary credits, Seller shall deliver title to the Real Estate to Buyer.

98. POSSESSION. Possession of the Real Estate shall be delivered on the Closing Date, ~~free of any leases or tenants in possession.~~

109. STAMP TAX AND REAL ESTATE TRANSFER DECLARATION. Seller shall pay the amount of any transfer tax imposed by law on the transfer of title and shall furnish a completed real estate transfer declaration signed by Seller or the Seller's agent in the form required by law, if any.

1140. TAXES AND ASSESSMENTS. Real estate taxes due and payable up to the Closing Date and possession shall be Seller's expense. Real Estate taxes for the current year shall be prorated based on the actual acreage being purchased by Buyer and calculated using the most current tax information, including confirmed multipliers. All special assessments which are a lien upon the real estate as of Closing shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the Purchase Price, and shall release Seller from any further liability to Buyer in connection therewith.

Notwithstanding the foregoing, Buyer shall assume responsibility for the assessment or payment of any tax, fee, penalty, or charge relating to any change in the zoning or use of the Real Property, including any "green acre" tax penalties or recapture, including without limitation any use conversion charge under Section 74.485 of the Wisconsin Statutes.

1214. DEED OF CONVEYANCE. On or before Closing, Seller shall execute a recordable special or limited warranty deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to the Permitted Exceptions

(as defined hereunder), to be held by Seller's attorney, and delivered to Buyer at Closing upon Buyer's compliance with the terms of this Contract.

1312. TITLE / SURVEY. (a) Within fifteen (15) days of the date hereof, Seller, at its expense, shall deliver to Buyer a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance and complete and legible copies of all instruments and documents referred to as exceptions to title or as title requirements ("Report"). The Report shall be issued by Escrow Agent in the full amount of the Purchase Price, showing fee simple title to the Real Estate in the name of Buyer and dated with an effective date after the date hereof. Seller agrees to provide at Closing an ALTA, or other affidavit, that may be required by the Escrow Agent in order to insure over the general exceptions. Buyer may obtain an updated ALTA/ACSM Land Title Survey of the Property prepared by a registered land surveyor licensed in the State of Wisconsin, dated not earlier than the date hereof, made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, which Survey will show the boundary of the Real Estate and the location of all improvements, encroachments, easements, conditions, restrictions and other matters affecting title capable of being located by the Survey so as to permit the title insurance company to issue its title policies without survey, boundary or encroachment exceptions ("Survey").

(b) Buyer's obligation to close and consummate the purchase of the Real Estate is subject to Buyer's approval of the Report and the Survey and all matters revealed by the Report or the Survey. Buyer may, prior to the expiration of the Feasibility Period, advise Seller in writing either that: (i) the condition of title to the Real Estate is unacceptable; or (ii) Buyer objects to any easements, liens, encumbrances, exclusions, exceptions, or other items or requirements contained in the Report or Survey ("Buyer Objections"). All Buyer Objections may be made in Buyer's sole discretion. The date by which Buyer Objections must be made will be referred to as the "Title Review Date". All liens, encumbrances, exceptions or qualifications whatsoever shown in the Title Commitment other than (i) Buyer Objections, (ii) those exceptions to title, if any, which Seller commits prior to expiration of the Feasibility Period to discharge at or before Closing; and (iii) those title exceptions otherwise deemed hereunder to be accepted by Buyer or that Buyer otherwise accepts in writing, shall be deemed approved by Buyer and are collectively referred to in this Contract as the "Permitted Exceptions".

(c) If Escrow Agent updates, adds to, or amends the Report (by endorsement, amendment, or otherwise) as a result of any new matters or facts known or revealed to Escrow Agent (including any new matters or facts shown on the Survey) after the expiration of the Feasibility Period, Buyer will have until ten (10) business days following its receipt of the amended Report (including legible and complete copies of

all new exceptions or requirements to title) to notify Seller in writing of Buyer Objections to any new exception or requirement.

(d) If Buyer has not notified Seller and Escrow Agent of Buyer Objections on or before the Title Review Date, Buyer will be deemed to have approved the condition of title as shown by the Report or amended Report, as applicable. If Buyer Objections are made on or before the Title Review Date, Seller shall attempt to cure Buyer Objections within ~~fifteen~~ (15) business days from Seller's receipt of Buyer Objections, unless any such objections may be removed by the payment of money at the time of Closing, in which case Seller may so cure at that time by using the funds to be paid upon the delivery of the deed. If Seller is unable to cure any Buyer Objections within this period of time, Seller must send written notice to Buyer specifying which Buyer Objections Seller is unable to cure. Buyer, within five (5) business days after Buyer's receipt of written notice from Seller of its inability to cure any one or more Buyer Objections, may elect, by delivering written notice to Seller and Escrow Agent, to either: (i) proceed with the purchase and sale of the Real Estate; (ii) cancel this Contract; (iii) or allow Seller more time to attempt to cure, not to exceed an additional fifteen (15) days. If Buyer exercises its cancellation remedy under subparagraph ~~1312~~(d)(ii) above, all Earnest Money must be refunded immediately by Escrow Agent to Buyer, and neither Seller nor Buyer will have any further liability or obligation under this Contract. If Seller is unable to cure during any extended period, then Buyer may proceed with written notice under either subparagraph ~~1312~~(d)(i) or ~~1312~~(d)(ii). Failure of Buyer to give the written notice in this Paragraph ~~1312~~(d) will be deemed an election by Buyer to cancel under subparagraph ~~1312~~(d)(ii). Notwithstanding the foregoing, at Closing, Seller shall be required at its sole cost and expense (A) to satisfy all mortgages or deeds of trust encumbering the Real Estate, (B) to satisfy all liens affecting the Real Estate created by, through, or under Seller, (C) to satisfy, insure over or bond around all mechanic's, materialmen's and supplier liens created by, through and under Seller, and (D) to pay any taxes and assessments affecting the Real Estate that are due and payable at or prior to the Closing Date, regardless of whether such items described in (A), (B), (C), or (D) above are included in Buyer's Objections. Notwithstanding anything in this Contract to the contrary, in the event that Seller fails to cure or satisfy any of the mortgages, liens, taxes, assessments, or other monetary items as required to be satisfied pursuant to the preceding sentence, Buyer may, without limiting any of Buyer's other rights or remedies under this Contract, pay such amounts as are necessary to satisfy or cure such encumbrances and credit against the Purchase Price all amounts expended by Buyer to cure such encumbrances.

(e) Buyer and Seller agree that, if applicable, the Closing Date will be extended automatically beyond the date established in Section ~~87~~ to a date that is three (3) business days following the later of: (i) the time period described in paragraph ~~1312~~(c) for Buyer's review of any amended Report, if Buyer has not or does not object to

any new exception or requirement contained in any amended Report; or (ii) the time period described in paragraph 1312(d) for Seller's curing of Buyer Objections, if Buyer has objected to any new exception or requirement contained in any amended Report.

1413. CONDITION OF REAL ESTATE PRIOR TO CLOSING. Seller shall maintain the Real Estate free from waste and neglect and in good order and repair shall keep and perform, or cause to be performed all obligations required of Seller with respect to the Real Estate, as required by law, under any mortgage or otherwise. Seller shall tender possession of the Real Estate in the same condition the Real Estate is in as of the date hereof, except for ordinary wear and tear.

1514. DEFAULT. If Buyer fails to make any payment or to perform any obligation imposed on it by this Contract, Seller may serve written notice of default upon Buyer and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate and Seller may retain the Earnest Money as liquidated damages and its exclusive remedy, the parties acknowledging that, in the event of Buyer's breach of this Contract, damages would be difficult, if not impossible to ascertain. In the event of failure of Seller to perform the obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of time period, and if such default is not corrected within ten (10) days thereafter, then Buyer, at Buyer's election, may elect to either: (i) cancel this Escrow and the Contract in the manner established in the Contract and receive a refund of the Earnest Money, ~~in which case Seller shall also pay to Buyer all actual out-of-pocket expenses incurred by Buyer in connection with this transaction, provided that such refund of out-of-pocket expenses payable by Seller to Buyer shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00) in the aggregate,~~ or (ii) waive such breach and proceed to Closing subject to such breach, or (iii) enforce the specific performance of this Contract. Notwithstanding the foregoing, in the event that the remedy of specific performance cannot be obtained because Seller has conveyed or mortgaged an interest in the Real Estate to a third party, Buyer shall be entitled to obtain its actual (but not consequential or punitive) damages incurred as a result of such default, including but not limited to Buyer's actual out-of-pocket expenses incurred in connection with this transaction, and, in the event of a sale to a third party, direct damages equal to the difference between the Purchase Price herein and the purchase price of the sale to the third party.

1615. RESPA. The parties hereto shall comply with the Real Estate Settlement Procedures Act of 1974 (RESPA) if applicable and shall promptly furnish all information and execute all documents required for such compliance.

1716. CONSTRUCTION. The language used in this Contract shall be deemed to be the language approved by all parties to the Contract to express their mutual intent and no

rule of strict construction shall be applied against any party.

1817. GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the laws where the Real Estate is located.

1918. ATTORNEYS FEES. Default by any party to the Contract shall entitle the non-defaulting party to claim as damage all reasonable costs, attorneys' fees and expenses incurred in connection with enforcement of the Contract.

2019. MERGER. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Contract.

2120. COUNTERPARTS. This Contract may be executed in any number of counterparts which together shall constitute the contract of the parties.

2221. NOTICES. All notices provided or permitted to be given under this Contract must be in writing and may be served by hand delivery to the party to be notified, with written receipt; by depositing same in a United States Postal Service depository, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering to the party to be notified by a nationally-recognized, overnight delivery service (e.g., Federal Express); by facsimile copy transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section; or by electronic mail addressed to the electronic mail address set forth below for the party to be notified with a confirmation copy delivered by another method permitted under this Section. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. For purposes of notice, the addresses of the parties shall be as follows (or such other addresses as the parties may specify from time to time in accordance with this Section):

If to Seller, to: City of Sheboygan _____
 Attn: City Clerk _____
 828 Center Avenue _____
 Sheboygan, WI 53081 _____

With a copy to: City Attorney's Office
828 Center Avenue
Sheboygan, WI 53081

If to Buyer, to: Becknell Industrial LLC
4242 South 1st Avenue, Suite D
Lyons, IL 60534
Attention: Mark Shapland
Telephone: 708-443-9300
Telecopy: 708-443-9301
Email Address: mshapland@becknellindustrial.com

With a copy to: Harrington & Tock LLC
201 W. Springfield Avenue, Suite 601
Champaign, IL 61820
Attention: Patrick E. Harrington
Telephone: 217-352-4167
Telecopy: 217-352-8707
Email Address: pharrington@harringtontock.com

2322. TIME IS ESSENCE AND EXTENSION OF LIABILITIES. Time is the essence of the Contract, and all the agreements contained herein shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The time for the performance of any obligation or the taking of any action under this Contract will be deemed to expire at 6:00 p.m. (central time) on the last day of the applicable time period established in this Contract, unless such last day falls on a Saturday, Sunday, federal, Illinois legal holiday or any day in which the New York Stock Exchange is closed, in which case such period shall automatically extend to the next business day. In calculating any time period in this Contract that commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event, the date that the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following.

2423. ASSIGNMENT. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer and their respective successors and assigns. Neither party shall have the right to assign this Contract without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that Buyer shall have the unconditional right to assign this Contract to any affiliated business entity without Seller's consent, and, in the event of such assignment of this Contract, the assignee shall be substituted in all

respects instead of and to the exclusion of the Buyer.

2524. BROKERS AND DISCLOSURE. Each of the Seller and the Buyer represents and warrants to the other that it has not employed, been represented by or otherwise dealt with any real estate agent, broker or finder in connection with the sale and purchase of the Real Estate. Seller and Buyer agree to indemnify, defend and hold the other harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any breach of the foregoing representation and warranty.

2625. FACSIMILE SIGNATURES. Handwritten signatures to this Contract transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Contract with its actual signature, but a failure to do so shall not affect the enforceability of this Contract, it being expressly agreed that each party to this Contract shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Contract.

2726. ANTI-TERRORISM LAW. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism." "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Current Owner or Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). Seller and Buyer hereby represent and warrant that to the best of their knowledge, they are not:

- (a) in violation of any Anti-Terrorism Law;

(b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person;

(c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224;

(d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or

(e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person.

2826. MISCELLANEOUS CLOSING COSTS. Seller and Buyer each will pay one-half (1/2) of the escrow fees. The cost of the owner's title policy with extended coverage, shall be paid by Seller. Seller shall pay Five Thousand and No/100 Dollars (\$5,000.00) towards the cost of the Survey. Buyer shall be responsible for any of the costs of the Survey that exceed \$5,000.00. Provided however, in the event this Contract is terminated by Buyer pursuant to Paragraph 3, Buyer shall be responsible for the entire cost of the Survey. All costs of recording shall be the responsibility of Buyer. All other charges, costs and expenses are to be allocated between Seller and Buyer in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of Escrow Agent. Each party agrees to pay its own attorneys' fees. All prorations that are required to be made under this Contract will be made on the basis of a three hundred sixty-five (365) day year, with Seller being responsible for the payment of all prorations prior to and including the Closing Date, and with Buyer being responsible for the payment of all prorations after the Closing Date.

2927. PERMITS. Seller agrees to prioritize the review and issuance of any permitting associated with the Real Estate. Seller also agrees, if necessary, to issue a grading/shell permit in advance of a full building permit.

3028. CONFIDENTIALITY. Seller shall keep confidential and not disclose to any person or entity the identity of the potential tenant of the Real Estate, unless, in each case, the information shall have been made public (other than by Seller) or Seller (i) shall be expressly authorized to disclose such information pursuant to this Contract, (ii) shall be required to disclose such information pursuant to law, or (iii) shall have received Buyer's prior written consent.

(Signatures on following page)

SELLER:

CITY OF SHEBOYGAN, WISCONSIN

By: _____

Its: _____

BUYER:

BECKNELL INDUSTRIAL LLC, a
Delaware limited liability company

By: _____

Its: _____

Exhibit A

Other matters

8.12



Gen. Ord. No. _____ - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating a no parking, stopping, or standing zone on the west side of Broughton Drive north of Wisconsin Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the west side of Broughton Drive from the north curb line of Wisconsin Avenue to 180 feet north of Wisconsin Avenue is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPB

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

1018



~~IX~~

Other Matters

8.13

Gen. Ord. No. _____ - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating 2-hour parking limits on the east side of S. 8th Street from Bluff Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east side of S. 8th Street from the south curb line of Bluff Avenue to 233 feet south of the south curb line of Bluff Avenue is hereby added to the list of locations where parking is limited to two hours (from 6 a.m. to 6 p.m. except Sundays and holidays).

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

pprb

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

218





Other Matters

8.14

Gen. Ord. No. _____ - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating a bus stop, and banning parking, stopping, or standing except for authorized buses on North 25th Street:

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east side of North 25th Street from 540 feet north of the north curb line of Kohler Memorial Drive to 620 feet north of the north curb line of Kohler Memorial Drive is hereby added to the list of locations of bus stops, thus banning parking, stopping, or standing at that location except for authorized buses

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PP+S.

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

412

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Other Matters

8.15

Gen. Ord. No. _____ - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE placing four-way stop signs at the intersection of North 12th Street and North Avenue.

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

Section 1. Gen. Ord. No. 137-83-84, §1, setting forth North Avenue as a through traffic artery, is hereby amended so as to provide an additional stop at the east and west lines of North 12th Street.

Section 2. Pursuant to Section 118-51 of the Municipal Code, entitled "Erection of Official Signs," stop signs shall be added requiring all traffic to stop at the intersection of North 12th Street and North Avenue.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPB

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

2/12





Other Matters

8.16

Gen. Ord. No. _____ - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating commuter impacted parking on the east and west sides of N. 11th Street between North Avenue and School Avenue.

WHEREAS, the chief of police and the city engineer have recommended to the Common Council via its Public Protection and Safety Committee to designate North 11th Street between North Avenue and School Avenue as a residential permit parking street; and,

WHEREAS, the chief of police and the city engineer have considered the factors in §118-195, Sheboygan Municipal Code, in making their recommendation; and,

WHEREAS, the common council has called for a public hearing on the matter;

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

Section 1. Pursuant to Chapter 118, Article IV, Division 3 of the Municipal Code entitled, "Residential Daytime Parking Privileges," the east and west sides of N. 11th Street between North Avenue and School Avenue are hereby added to the list of locations where commuter impacted parking is being created stating 2-hour parking 8 a.m. to 4 p.m. school days only, vehicles with valid permit are exempt.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

11.2





Other Matters

8.17.

Gen. Ord. No. _____ - 14 - 15. By Alderperson Carlson. July 7, 2014.

AN ORDINANCE creating a no parking, stopping, or standing zone on the east side of Broughton Drive north of Wisconsin Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code, entitled "Prohibitions and Restrictions Authorized", the east side of Broughton Drive from the north curb line of Wisconsin Avenue to 270 feet north of Wisconsin Avenue is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

pprs.

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

815

