

*****ATTACHMENTS*****

WARRANTY DEED



THIS DEED, made between John F. Schicker, Sr., surviving spouse of Lorraine E. Schicker, deceased, Grantor, and the City of Sheboygan, Wisconsin, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Sheboygan County, State of Wisconsin (the "Property"):

The East Twenty (20) feet of the South One Hundred Twelve and One-half (112½) feet of Lot Number Seven (7), Block Number Two Hundred Seventy-one (271) of the Original Plat of the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, recorded easements, recorded building and use restrictions and protective covenants.

Dated this 21 day of MAY, 2014.

John F. Schicker, Sr., surviving spouse of Lorraine E. Schicker

1986446
SHEBOYGAN COUNTY, WI
RECORDED ON
05/21/2014 2:42 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION # 77.25(10)
Cashier ID: 9
PAGES: 1

RETURN TO:
City Attorney Stephen G. McLean
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

59281302200
Parcel Ident. No.
This is homestead property.

AUTHENTICATION

Signature of John F. Schicker, Sr. authenticated this 21st day of May, 2014.

Signature of Stephen G. McLean

Title: Member State Bar of Wisconsin or authorized under § 706.06, Wis. Stats.

ACKNOWLEDGEMENT

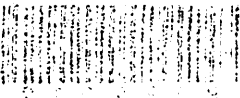
STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me this ___ day of ___, 2014, the above-named John F. Schicker, Sr., to me known to be the person who executed the foregoing instrument and acknowledged the same.

This instrument drafted by:
Stephen G. McLean
WI State Bar No. 01011662

*
Notary Public, Sheboygan County, WI,
My Commission (Expires) (Is)

*Type name below signatures. (Signatures may be authenticated or acknowledged. Both are not necessary.)



PAGE THREE

00000000

UNITED STATES DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D. C. 20530

MEMORANDUM FOR THE ATTORNEY GENERAL

DATE: 10/10/80

TO: THE ATTORNEY GENERAL

FROM: [Illegible]

SUBJECT: [Illegible]

[Illegible]

[Illegible]

UNITED STATES DEPARTMENT OF JUSTICE

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II

R. O. No. - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting various license applications.



City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3068	Stuebs Lawn & Landscape	N3328 Tipperary Rd., Cascade

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1382	St. Spyridon Greek Church	1425 S. 10 th St. - three-day event to be Held 6/27/14 to 6/29/14 at the Deland Park.
2380	Sheb. County Motorcycle Club	1212 Pennsylvania Ave. - one-day event to Be held 6/14/14 in the parking lot of The Body Shop.
2134	Sheboygan United Way	Deland Park - one-day event to be held 7/18/14 to include the tent and grassy Area next to Deland Center.

Consent

III

James G. Thompson

II

R. O. No. - 14 - 15. By CITY PLAN COMMISSION. June 16, 2014.

Your Commission to whom was referred Res. No. 18-14-15 by Alderperson Belanger authorizing the purchase of 1010 Erie Ave for the purpose of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities; 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 Resolution.

Consent

Director of Planning & Development

III

III

6.5

Res. No. 18 - 14 - 15. By Alderperson Belanger. June 2, 2014.

A RESOLUTION authorizing the purchase of 1010 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Program for revitalization efforts;

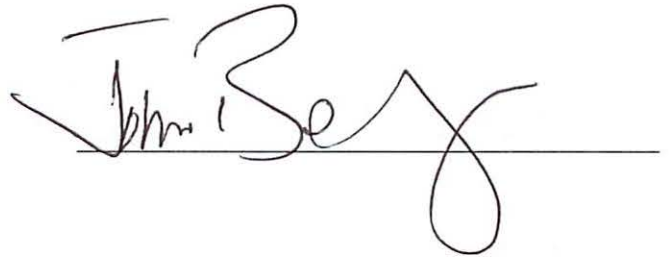
WHEREAS, with Gateway Neighborhood Revitalization efforts, one goal of the plan is to bring new private investment to the neighborhood. This property will be razed for new private investment;

WHEREAS, the property will be vacant as of July 1, 2014 and an accepted offer of \$48,300 has been received.

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 1010 Erie Avenue to purchase the property.

BE IT FURTHER RESOLVED, that the Finance Director/Treasurer is hereby authorized to draw on land acquisition funds through CDBG, in payment of same.

City Plan approve



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. June 16, 2014.

Your Committee to whom was referred R. O. No. 347-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends granting the following license:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No. Name

Address

*0355 Ruffin, Kevana O.

1322 N. 14th St.

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

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

Other matters

6.1

R. O. No. 347 - 13 - 14. By CITY CLERK. April 14, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Law & Lic.
5/5/14 - grant all except hold Ruffin, Trevino, Donach, Kau
5/19/14 - deny Trevino, hold Ruffin, Donach, Kau
6/2/14 - deny Donach, hold Ruffin, grant Kau
6/19/14 - grant Ruffin

Lusaw Richards

City Clerk

CHANGE OF AGENT

Kimberly Karrmann Meller is replacing Debra Deamico as agent for the Weill Center located at 826 N. 8th St., effectively immediately.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	Gotta Getcha in Oasis	840 Wilson Ave.

CLASS "B" FERMENTED MALT BEVERAGE (June 30, 2014)

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

CLASS "C" WINE LICENSE (June 30, 2014)

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

MOBILE HOME PARK LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	4441 S. 12 th St.

SIDEWALK CAFE LICENSE (April 14, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	Frankie's Pub & Grill	2218 Indiana Ave.
2427	Urbane	1231 N. 8 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0344	Hameister, Tina M.	1323 Indiana Ave.
0340	Jenkins, Joseph A.	2207 Cleveland Ave.
0354	Merrill, Kira B.	3230 Geele Ave.
0355	Ruffin, Kevana O.	1322 N. 14 th St.
9687	Trevino, Roxella Cassandra	823A S. 13 th St.
0345	Van Buren, Jeremy N.	927 St. Clair Ave. #B
0342	Wiltzius, Joseph L.	1919 Sheridan Ave.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0311	Donath, Daniel J.	2115 Milz Ave.
0341	Kau, Calvin James	1621 Martin Ave.
0343	Olsen, Michael D.	1330 N. 12 th St., #2
0346	Tolzman, Jacob Anthony	3027 N. 10 th St.

VI

R. C. No. _____ - 14 - 15. By LAW AND LICENSING. June 16, 2014.

Your Committee to whom was referred 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 that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No. Name

Address

*0358 Wagner, Ty S.

1535 North Ave.

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

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

Other Matters

7.2

II

R. O. No. 17 - 14 - 15. By CITY CLERK. May 5, 2014.

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

Law & Co
5/19/14 - grant all
Wagner except hold
Wagner
6/2/14 - hold Wagner
6/19/14 - grant Wagner

Susan Richards

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's	1502 S. 12 th St. - three-day event to be Held 10/5/14 to 10/7/14 to include current premise, S. 12 th St. & Clara Ave. intersections for Oktoberfest.
2880	Anglers Avenue	518 S. Pier Dr. - three-day event to be Held June 6, 7 & 8 th , 2014 to include current premise and grassy area to the east side of building and grassy area north of the patio.
2880	Anglers Avenue	518 S. Pier Dr. - four-day event to be July 3, 4, 5 & 6, 2014 to include current premise and grassy area to the East side of building and grassy area North of the patio.
3044	Blondie's Bar & Grill	1034 Michigan Ave. - one-day event to be held 6/8/14 to include current premise and the empty parking lot west of the building. (Has permission from the owner of the lot.)
2949	Harry's Prohibition Bistro	668 South Pier Dr. - two-day event to be held July 3 & 4, 2014 to include the current premise and the area on the west side of the patio area to the sidewalk.

1337 Sheboygan Elks Lodge #299

1943 Erie Ave. - one-day events to be Held June 29, 2014; July 25, 2014; and August 17, 2014 to include outside portion of Elks property between East & West parking lots and from the south side of the building extending to the property line of Georgia Pacific.

1411 Tommy's Bar

2335 N. 15th St. - one-day event to be Held 5/31/14 to include north parking lot and fenced area east of the building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2518	Pick N Save #6432	1317 N. 25 th St.
2825	Pick N Save #6433	2625 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8 th St.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2984	Everest Enterprises	1710 Indiana Ave.
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 S. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
2503	Mad Max Convenience Stores	1003 S. 14 th St.
1272	Q Mart #200	1006 Geele Ave.
1273	Q Mart #201	1508 S. 8 th St.
2191	Q Mart #208	2235 North Ave.
1277	Q Mart #211	2420 Calumet Dr.
1778	Q Mart #218	3715 Wash Ave S Frt. Rd.
1683	Q Mart #221	3626 S. Taylor Dr.
2470	Q Mart #235	1230 N. Taylor Dr.
2472	Q Mart #238	1211 Weeden Creek Rd.
2710	The Pig Stop I	2917 N. 15 th St.
3007	Tidy Store of Sheboygan	810 N. 14 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th St.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddy's Pub & Grill	2123 N. 15 th St.
2762	Braveheart Pub I	2120 Calumet Dr.

1040 Brennans On Michigan	1101 Michigan Ave.
1833 Champs Sports Bar	1501 Indiana Ave.
2772 Club Michigan I	908 Michigan Ave.
1101 Dougs Skiper Inn	808 Broadway
2121 El Camino	823 Michigan Ave.
1516 Emmers	906 S. 15 th St.
1799 George Michaels I	513 N. 8 th St.
2192 Harry's Diner	2504 Calumet Dr.
2949 Harrys Prohibition Bistro	668 South Pier Dr.
2849 Hops Haven	1327 N. 14 th St.
2085 Legend Larry's Wings & Things	733 Pennsylvania Ave.
1226 Meyers Lakeview Pub	550 Wilson Ave.
2962 Next Level, The	1210 Michigan Ave.
2272 PJ's Party Zone	910 N. 18 th St.
1267 Poor Richards	1105 Geele Ave.
2717 Shevegas Nightclub	1133 Michigan Ave.
2207 Silver Fern, The	2538 N. 15 th St.
2020 Terrys	1028 Lincoln Ave.
2899 Zodiak	2518 N. 15 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2879	Charcoal Inn North	1637 Geele Ave.
2796	Charcoal Inn South	1313 S. 8 th St.
2598	New China Buffet	571 S. Taylor Dr.
1987	Pizza Hut #13462	2727 S. Business Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2598	New China Buffet	571 S. Taylor Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0360	Merrill, Anna K.	1120 S. 17 th St.
0358	Wagner, Ty S.	1535 North Ave.

VI

R. C. No. - 14 - 15. By FINANCE. June 16, 2014.

Your Committee to whom was referred R. O. No. 42-14-15 by the City Clerk submitting a Petition, Notice and List of Tax Liens of Sheboygan County being foreclosed by proceeding in Rem. 2004, 2005, 2006, 2007, 2008, 2009 and 2010 Number Forty; 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

III

Other Matters

8.8

R. O. No. 42 - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a Petition, Notice and List of Tax Liens of Sheboygan County being foreclosed by proceeding in Rem. 2004, 2005, 2006, 2007, 2008, 2009 and 2010 Number Forty.

Invoice

File

Susan Richards

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

**IN THE MATTER OF THE
FORECLOSURE OF TAX LIENS
UNDER WIS. STAT. § 75.521
BY SHEBOYGAN COUNTY,
LIST OF TAX LIENS FOR 2004, 2005,
2006, 2007, 2008, 2009, AND 2010,
NUMBER FORTY**

Case Classification Code: 30405

Case No. 14GF6

**PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY
BEING FORECLOSED BY PROCEEDING IN REM. 2004, 2005, 2006, 2007, 2008, 2009, AND 2010,
NUMBER FORTY**

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2004 through 2010, sales of 2005 through 2011, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates therefore have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "Principal Sum of Lien" amounts are as of May 1, 2014, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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CLERK CIRCUIT COURT
FILED
2014 MAY 13 P 3:49
SHEBOYGAN COUNTY
WISCONSIN

LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED
BY PROCEEDING *IN REM*. 2004, 2005, 2006, 2007, 2008, 2009, AND 2010,
NUMBER FORTY

Owner(s) of Record:

H. Steffen Enterprises, LLC by virtue of a Warranty Deed dated October 27, 2005 and recorded November 9, 2005 at 8:47 a.m. as Document Number 1782006.

Property Address:

County Road South (vacant land), Cedar Grove, WI

Legal Description:

Lot 2, Volume 22 of Certified Survey Maps, page 244, Document Number 1811701, being a part of the SE1/4 SW1/4 of Section 35, Town 13 North, Range 22 East, Town of Holland, Sheboygan County, Wisconsin.

Mortgages:

Mortgage executed by H. Steffen Enterprises LLC to Port Washington State Bank, 206 North Franklin Street, Port Washington, WI 53074, dated November 1, 2005 and recorded November 9, 2005 at 8:47 a.m. as Document Number 1782007, securing the principal sum of \$142,500.00 and including other lands.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	12
Tax Year:	2008
Sale Year:	2009
Principal Sum of Lien:	\$522.19
Date Interest and Penalty Computed:	02/01/09

Other:

Restrictive Covenant dated October 26, 2006 and recorded October 26, 2006 at 3:33 p.m. as Document Number 1811702.

Distribution Equipment Overhead – Underground Joint to Wisconsin Electric Power Company d/b/a We Energies, Verizon North, Inc. and Time Warner Entertainment Company LP, recorded November 28, 2007 at 1:00 p.m. as Document Number 1840669.

Land Covenant, Acceptance of Conditions of Conditional Use Permit with Town of Holland, dated November, 2011 and recorded December 6, 2011 at 2:30 p.m. as Document Number 1935201.

Owner(s) of Record:

Chad D. Fenske by virtue of a Warranty Deed dated November 25, 2008 and recorded December 12, 2008 at 11:34 a.m. as Document Number 1602122 and by a Warranty Deed dated June 13, 2001 and recorded in Volume 1843 of Records, page 253, on June 13, 2001 at 3:26 p.m. as Document Number 1602122.

PARCEL NO. 59281002310

Owner(s) of Record:

Darrell W. Braaksma, a single person by virtue of a Warranty Deed dated January 19, 1987 and recorded January 20, 1987 at 4:30 p.m. as Document Number 1145727.

Property Address:

1817 North Third Street, Sheboygan, WI 53081

Legal Description:

Lot 8, Block 6, Assessment Subdivision No. 5 of the City of Sheboygan.

Mortgages:

Mortgage executed by Darrell W. and Debra Braaksma to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 30, 2001 and recorded in Volume 1939 of Records, page 144, on January 10, 2002 at 2:52 p.m. as Document Number 1623940, securing the principal sum of \$25,000.00.

Judgments/Liens:

Special charge by the City of Sheboygan against Darrell W. Braaksma, 1817 North Third Street, Sheboygan, WI 53081, for water utility, in the amount \$129.42.

Taxes:

Certificate No.:	865	938
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$241.81	\$2812.48
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281102020

Owner(s) of Record:

Brownstone Investments, Inc. by virtue of a Quit Claim Deed dated January 4, 1988 and recorded January 14, 1988 at 3:00 P.M. in Volume 1072 of Records Pages 100/1 as Document Number 1163856. (Including other lands)

Property Address:

1317 North 8th Street, Sheboygan, WI 53081

Legal Description:

The South Forty-Eight (48) feet of Lots Numbered Five (5) and Six (6) in Block Numbered Forty three (43) of the Original Plat of the City of Sheboygan, according to the recorded plat thereof, excepting and reserving therefrom the East Ten (10) feet of the South Forty-Eight (48) feet of said Lot Number Five (5) to be used as a private alley & driveway.

Mortgages:

Mortgage executed by Brownstone Investments, Inc., to Associated Bank, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, WI 54307-9006, dated August 11, 2005 and recorded August 29, 2005 at 12:54 P.M. as Document Number 1775199, in the principal sum of \$220,000.00. (Includes other lands) Affidavit of Correction dated April 12, 2006 and recorded April 12, 2006 at 4:18

P.M. as Document Number 1795645; said mortgage was assigned to Greenwich Investors XLIV Trust 2013-1, c/o WMD Asset Management, LLC, 559 San Ysidro Road, Suite 1, Santa Barbara, CA 93108, dated May 16, 2013 and recorded May 28, 2013 at 2:55 p.m. as Document Number 1969105.

Mortgage executed by Brownstone Investments, Inc., to Associated Bank, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, WI 54307-9006, dated August 11, 2006 and recorded August 29, 2005 at 12:54 P.M. as Document Number 1775200. (Assignment of Rents, Includes other lands) Affidavit of Correction dated March 29, 2006 and recorded April 3, 2006 at 1:05 P.M. as Document Number 1794822; Assignment of Assignment of Rents to Greenwich Investors XLIV Trust 2013-1, c/o WMD Asset Management, LLC, 559 San Ysidro Road, Suite 1, Santa Barbara, CA 93108, dated May 16, 2013 and recorded May 28, 2013 at 2:55 p.m. as Document Number 1969106.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	976
Tax Year:	2008
Sale Year:	2009
Principal Sum of Lien:	\$2877.82
Date Interest and Penalty Computed:	02/01/09

Other:

Alley and driveway reservation granted in Quit Claim Deed, dated January 4, 1988 and recorded January 14, 1988 at 3:00 P.M. in Volume 1072 of Records, pages 100/1 as Document Number 1163856.

DILHR Stipulation attached to a Warranty Deed dated December 13, 1985 and recorded in Volume 999 of Records, page 656/7, on December 18, 1985 at 4:21 P.M. as Document Number 1124419.

PARCEL NO. 59281103900

Owner(s) of Record:

Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:

1121 North Seventh Street, Sheboygan, WI 53081

Legal Description:

The S1/2 of Lot 6 in Block 74 of the Original Plat of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Alan J. Peek and Donna J. Peek, husband and wife to Firstar Bank USA, NA, 1529 White Oak Drive, Waukegan, IL 60085, dated February 25, 1999 and recorded in Volume 1654 of Records, page 608, on March 16, 1999 at 9:43 a.m. as Document Number 1537547, securing the principal sum of \$177,212.76.

Judgments/Liens:

Special charge by the City of Sheboygan against Harold A. Peek, 1817 N. 11th Street, Sheboygan, WI 53081, for water utility in the amount \$87.80.

Taxes:

Certificate No.:	920	984
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$766.46	\$2882.58
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281107800**Owner(s) of Record:**

Karl Stielow by virtue of a Final Judgment dated July 29, 1969 and recorded in Volume 580 of Records, page 480/3, on July 29, 1969 at 1:21 p.m. as Document Number 916226.

Property Address:

913 New York Avenue, Sheboygan, WI 53081

Legal Description:

The East 25 feet of Lot 3, Block 150, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of record.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	944	1004
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$863.51	\$1089.21
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

Redevelopment Plan Sheboygan Central City Renewal Project recorded in Volume 664 of Records, page 639/62, on April 25, 1972 at 4:48 p.m. as Document Number 946396, and subsequent amendments, affidavits and resolutions recorded in Volume 682 of Records, page 638/9, Volume 768 of Records, page 591/4, and Volume 953 of Records, page 329/34.

PARCEL NO. 59281108580**Owner(s) of Record:**

Carol M. Buschmann, a single person by virtue of a Quit Claim Deed dated October 4, 2013 and recorded December 23, 2013 at 11:19 a.m. as Document Number 1980571, and by virtue of a Termination of Decedent's Property Interest, dated February 13, 2008 and recorded February 14, 2008 at 9:22 a.m. as Document Number 1845772, and by virtue of a Warranty Deed dated March 30, 1984 and recorded in Volume 956 of Records, page 406, on April 2, 1984 at 3:05 P.M. as Document Number 1100313.

Property Address:

512 North Eighth Street, Sheboygan, WI 53081

Legal Description:

The S18 1/3 feet of the North 55 feet of Lots 11 and 12 in Block 154 of the Original Plat of the City of Sheboygan in Sheboygan County, Wisconsin, according to the recorded plat thereof, EXCEPTING THEREFROM, however, the West 10 feet of said Lot 11, but TOGETHER WITH the right to use in common the said West 10 feet of said Lot 11 as an alley.

All subject to and with the benefits of the party wall agreements of record in the office of the Register of Deeds of Sheboygan County, in Volume 146 of Deeds, page 552, and in Volume M of Contracts, page 387.

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Robert A. Buschmann and Janet Buschmann in favor of Sheboygan Internal Medicine Association, 2920 Superior Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC2752, entered October 28, 2013 and docketed October 31, 2013 at 8:38 a.m. in the principal sum of \$448.22 (Attorney Andrew H. Morgan).

Taxes:

Certificate No.:	952	953	1011	1012
Tax Year:	2007	2007	2008	2008
Sale Year:	2008	2008	2009	2009
Principal Sum of Lien:	\$3357.53	\$396.72	\$3207.56	\$396.72
Date Interest and Penalty Computed:	02/01/08	02/01/08	02/01/09	02/01/09

Other:

Easement for Pedestrian Walkway dated May 10, 1991 and recorded in Volume 1171 of Records, page 212/15 on May 30, 1991 at 12:47 p.m. as Document Number 1219907.

Agreement (parking) recorded in Volume 960 of Records, page 415/34, on May 30, 1984 at 1:59 p.m. as Document Number 1102578.

Party Wall Agreement dated July 13, 1915 and recorded in Volume 146 of Deeds, page 552/3, on April 8, 1918 at 3:35 p.m. as Document Number 184061a.

Party Wall Agreement dated June 11, 1926 and recorded in Volume M of Contracts, page 387/8, on June 18, 1926 at 10:10 a.m. as Document Number 237459.

Parcel subject to annual business increment district (BID) assessment.

Note: Chapter 13 bankruptcy filed by Robert A. Buschmann and Janet A. Buschmann (Robert was a previous purchaser on land contract), Eastern District of Wisconsin Bankruptcy Court Case Number 13-35625-gmh, filed December 4, 2013.

PARCEL NO. 59281110900

Owner(s) of Record:

J. Kent Nilsson, a single person, by virtue of a Warranty Deed dated July 1, 1981 and recorded in Volume 902 of Records, page 650, on July 3, 1981 at 2:05 p.m. as Document Number 1068129.

Property Address:

502 North Sixth Street, Sheboygan, WI 53081

Legal Description:

The South 1/3 of Lot 12, Block 310, Original Plat of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

J. Kent Nilsson, a single person to Universal Mortgage Corporation (no address provided), dated February 24, 1986 and recorded in Volume 1004 of Records, page 807/10, on March 10, 1986 at 3:02 p.m. as Document Number 1127289, securing the principal sum of \$50,400.00; said mortgage was assigned to Universal Mortgage Corporation of Wisconsin (no address provided), dated February 24, 1986 and recorded in Volume 1004 of Records, page 811, on March 10, 1986 at 3:03 p.m. as Document Number 1127290.

J. Kent Nilsson, a single person to Grant D. Abert, S7295 Lake Road, Hillpoint, WI 53937, dated November 30, 1994 and recorded in Volume 1371 of Records, page 959/60, on December 5, 1994 at 1:33 p.m. as Document Number 1417122, securing the principal sum of \$47,239.73.

Medical Assistance Lien against J. Kent Nilsson in favor of Wisconsin Department of Health and Family Services, Division of Health Care Financing, ERP, Box 309, Madison, WI 53701-0309, dated March 7, 2008 and recorded March 11, 2008 at 9:24 a.m. as Document Number 1847850, securing the amount equal to the Medical Assistance benefits paid on behalf of said recipient.

Judgments/Liens:

Special assessment by the City of Sheboygan against J. Kent Nilsson, 502 N. 6th Street, Sheboygan, WI 53081, for laterals (TIF) in the amount \$910.00.

Special charge by the City of Sheboygan against J. Kent Nilsson, 502 N. 6th Street, Sheboygan, WI 53081, for water utility in the amount \$118.80.

Taxes:

Certificate No.:	969	1026
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$2020.95	\$1927.66
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281203095

Owner(s) of Record:

Jason A. and Monica R. Moritz by virtue of a Quit Claim Deed dated July 10, 2009 and recorded July 13, 2009 at 8:36 a.m. as Document Number 1882677, and by virtue of a Warranty Deed dated May 1, 2007 and recorded May 2, 2007 at 11:15 a.m. as Document Number 1825658.

Property Address:

1319 Michigan Avenue, Sheboygan, WI 53081

Legal Description:

Lot 4, except the West 27.20 feet, Block 58, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Jason A. Moritz in favor of Sheboygan County Clerk of Circuit Court, 615 North Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CM36, entered August 1, 2013 and docketed August 1, 2013 at 10:22 a.m. in the principal sum of \$518.65 (no attorney listed).

Judgment executed against Monica R. Moritz in favor of Sheboygan County Clerk of Circuit Court, 615 North Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number listed), entered January 27, 2014 and docketed January 27, 2014 at 11:09 a.m. in the principal sum of \$240.00 (no attorney listed).

Special charge by the City of Sheboygan against Jason A. Moritz and Monica R. Moritz, 1319 Michigan Avenue, Sheboygan, WI 53081, for water utility in the amount \$19.22.

Taxes:

Certificate No.:	1004	1071	1072
Tax Year:	2007	2008	2008
Sale Year:	2008	2009	2009
Principal Sum of Lien:	\$743.47	\$1510.16	\$653.04
Date Interest and Penalty Computed:	02/01/08	02/01/09	02/01/09

Other:

None of record.

PARCEL NO. Parcel 59281203200**Owner(s) of Record:**

Harold A. Peek, by virtue of a Personal Representative's Deed, dated August 26, 2011 and recorded November 4, 2011 at 3:46 pm as Document Number 1933287.

Property Address:

1318 St. Clair Avenue, Sheboygan, WI 53081

Legal Description:

The East 20 feet of Lot 9 and the West 20 feet of Lot 10 in Block 58 of the Original Plat of the City of Sheboygan.

Mortgages:

None of record.

Judgments/Liens:

Special charge by the City of Sheboygan against Harold A. Peek, 1817 N. 11th Street, Sheboygan, WI 53081, for water utility in the amount \$118.80.

Taxes:

Certificate No.:	1005	1073
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$2177.00	\$2066.54
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:
None of record.

PARCEL NO. 59281204110

Owner(s) of Record:

Yang Soua Thao and Houa Lee by virtue of a Special Warranty Deed dated June 22, 2006 and recorded June 28, 2006 at 9:29 a.m. as Document Number 1802049.

Property Address:

1036 Erie Avenue, Sheboygan, WI 53081

Legal Description:

The South 110 feet of Lot 7 of Block 78, Original Plat, in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Yang Soua Thao and Houa Lee, husband and wife to First Franklin, a Division of National City Bank of Indiana, 2150 North First Street, San Jose, CA 95131, dated June 27, 2009 and recorded June 28, 2006 at 9:29 a.m. as Document Number 1802051, securing the principal sum of \$42,750.00; said mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for FFMLT Trust 2006-FF13, Mortgage Pass-Through Certificates, Series 2006-FF13, 150 Allegheny Center, Pittsburgh, PA 15212, recorded October 27, 2009 at 11:29 a.m. as Document Number 1889593.

Judgments/Liens:

Judgment executed against Yang Soua Thao in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ65, entered July 3, 2012 and docketed July 3, 2012 at 3:33 p.m. in the principal sum of \$265.00.

Judgment executed against Yang Soua Thao in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ66, entered July 3, 2012 and docketed July 3, 2012 at 3:35 p.m. in the principal sum of \$265.00.

Judgment executed against Yang Soua Thao in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ70, entered July 3, 2012 and docketed July 3, 2012 at 4:20 p.m. in the principal sum of \$706.00.

Judgment executed against Yang Soua Thao in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ72, entered July 3, 2012 and docketed July 3, 2012 at 4:32 p.m. in the principal sum of \$706.00.

Judgment executed against Yang Soua Thao in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ111, entered May 16, 2012 and docketed July 23, 2012 at 3:27 p.m. in the principal sum of \$161,319.00.

Judgment executed against Yang Soua Thao and Houa Lee in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ142, entered May 16, 2012 and docketed September 28, 2012 at 3:05 p.m. in the principal sum of \$161,344.00.

Special assessment by the City of Sheboygan against Yang Soua Thao and Houa Lee, 1038 Erie Avenue, Sheboygan, WI 53081, for laterals (TIF) in the amount of \$968.80.

Taxes:

Certificate No.:	1202	1203
Tax Year:	2010	2010
Sale Year:	2011	2011
Principal Sum of Lien:	\$1188.72	\$260.66
Date Interest and Penalty Computed:	02/01/11	02/01/11

Other:

Rental Unit Energy Efficiency Standards Stipulation dated June 27, 2006 and recorded June 28, 2006 at 9:29 a.m. as Document Number 1802050.

PARCEL NO. 59281204610**Owner(s) of Record:**

Payman Hodayouni and Betty Jane Hodayouni, husband and wife, as survivorship marital property by virtue of a Warranty Deed dated July 20, 2005 and recorded August 8, 2005 at 1:40 p.m. as Document Number 1773093.

Property Address:

1212 Erie Avenue, Sheboygan, WI 53081

Legal Description:

The South 1/2 of Lot 11, Block 80, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

Mortgage executed by Payman Hodayouni and Betty Jane Hodayouni, husband and wife to CSMC, Inc., 2323 South 109th Street, #175, West Allis, WI 53227, dated July 21, 2005 and recorded August 8, 2005 at 1:40 p.m. as Document Number 1773094, securing the principal sum of \$66,950.00; said mortgage was assigned by Mortgage Electronic Registration Systems, Inc. to Residential Fund 321, LLC, 901 Calle Amanecer Suite 150, San Clemente, CA 92673, dated September 28, 2011 and recorded December 7, 2011 at 3:42 p.m. as Document Number 1935288.

Judgments/Liens:

Special assessment by the City of Sheboygan against Payman Hodayouni and Betty Jane Hodayouni, 1212 Erie Avenue, Sheboygan, WI 53081, for laterals (TIF) in the amount \$1,017.24.

Special charge by the City of Sheboygan against Payman Hodayouni and Betty Jane Hodayouni, 1212 Erie Avenue, Sheboygan, WI 53081, for water utility in the amount \$198.13.

Taxes:

Certificate No.:	1243	1210
Tax Year:	2009	2010
Sale Year:	2010	2011
Principal Sum of Lien:	\$1468.86	\$1485.63
Date Interest and Penalty Computed:	02/01/10	02/01/11

Other:

Chapter 13 Bankruptcy filed, Case Number 11-33726-mdm, Eastern District of Wisconsin

PARCEL NO. 59281205150

Owner(s) of Record:

Mark R. Schultz, by virtue of a Warranty Deed dated August 21, 1996 and recorded in Volume 1462 of Records, page 526, on August 23, 1996 at 4:05 P.M. as Document Number 1458571.

Property Address:

1512 Erie Avenue, Sheboygan, WI 53081

Legal Description:

The West Half of Lot 11 in Block 83 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

Mortgage executed by Mark R. Schultz, a single person to Wells Fargo Bank, Wisconsin, National Association, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated July 14, 2000 and recorded in Volume 1751 of Records, page 48, on August 2, 2000 at 1:48 P.M. as Document Number 1576156, securing the principal sum of \$10,000.00.

Judgments/Liens:

Child support lien against Mark Schultz, dob 7/7/1960, Docket #398030, filed June 3, 2012 in the principal sum of \$12,581.56, agency with lien/contact Milwaukee County.

Special charge by the City of Sheboygan against Mark R. Schultz, 1512 Erie Avenue, Sheboygan, WI 53081, for razing in the amount of \$8917.20.

Taxes:

Certificate No.:	1245	1213
Tax Year:	2009	2010
Sale Year:	2010	2011
Principal Sum of Lien:	\$1144.28	\$1144.35
Date Interest and Penalty Computed:	02/01/10	02/01/11

Other:

Raze Order dated December 26, 2013 and recorded December 30, 2013 at 12:56 p.m. as Document Number 1980840.

PARCEL NO. 59281205490

Owner(s) of Record:

Dana M. Huijbregtse and Herbert Kleine by virtue of a Quit Claim Deed dated August 22, 2006 and recorded September 25, 2006 at 1:22 p.m. as Document Number 1808990, and by virtue of a Sheriff's Deed recorded November 29, 2005 at 11:05 a.m. as Document Number 1783497.

Property Address:

1609 Erie Avenue, Sheboygan, WI 53081

Legal Description:

The East Forty (40.00) feet of Lot Number Two (2), Block Number Eighty-seven (87) of the Original Plat, in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

None of record.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	1090
Tax Year:	2008
Sale Year:	2009
Principal Sum of Lien:	\$1592.11
Date Interest and Penalty Computed:	02/01/09

Other:

Rental Unit Energy Efficiency Standards Stipulation dated November 28, 2005 and recorded November 29, 2005 at 11:05 a.m. as Document Number 1783499.

PARCEL NO. 59281301060**Owner(s) of Record:**

Lester D. Koeller by virtue of a Warranty Deed dated January 31, 1984 and recorded in Volume 952 of Records, page 880, on February 7, 1984 at 10:18 a.m. as Document Number 1098361.

Property Address:

826 Kentucky Avenue, Sheboygan, WI 53081

Legal Description:

The East one-half of Lot 8, Block 261, Original Plat, in the City of Sheboygan.

Mortgages:

Mortgage executed by Lester D. Koeller to U.S. Bank National Association ND, 205 West Fourth Street, Cincinnati, OH 45202, dated September 12, 2005 and recorded September 27, 2005 at 11:19 a.m. as Document Number 1777779, securing the principal sum of \$85,500.00.

Mortgage executed by Lester D. Koeller to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated November 23, 2004 and recorded February 2, 2005 at 11:22 a.m. as Document Number 1756878, securing the principal sum of \$1,700.00.

Judgments/Liens:

Judgment executed against Lester D. Koeller in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13TJ32, entered November 28, 2012 and docketed April 12, 2013 at 4:23 p.m. in the principal sum of \$85,752.00.

Judgment executed against Lester D. Koeller in favor of City of Sheboygan 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13TJ31, entered July 24, 2012 and docketed April 12, 2013 at 4:23 p.m. in the principal sum of \$114.00.

Judgment executed against Lester D. Koeller in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13TJ30, entered August 22, 2012 and docketed April 12, 2013 at 4:23 p.m. in the principal sum of \$681.00.

Judgment executed against David Koeller a/k/a Lester D. Koeller, in favor of Altmeyer Electric Inc., 827 South 21st Street, Sheboygan, WI 53081, entered November 23, 2010 and docketed January 20, 2011 at 8:40 a.m. in the principal sum of \$745.04.

Judgment executed against Lester D. Koeller in favor of Capital One Bank, 1680 Capital One Drive, McLean, VA 22102, Sheboygan County Circuit Court Case Number 07SC3564, entered November 12,

2007 and docketed January 2, 2008 at 5:00 p.m. in the principal sum of \$1,082.58 (Attorney James P. Riebe).

Judgment executed against Lester Koeller in favor of Portfolio Recovery Associates LLC, 140 Corporate Boulevard, Norfolk, VA 23502, Sheboygan County Circuit Court Case Number 09SC3540, entered December 7, 2009 and docketed December 17, 2009 at 2:43 p.m. in the principal sum of \$2,517.11 (Attorney Joel S. Tilleson).

Special charge by the City of Sheboygan against Lester D. Koeller, 826 Kentucky Avenue, Sheboygan, WI 53081, for water utility in the amount \$168.96.

Taxes:

Certificate No.:	1066	1067	1131
Tax Year:	2007	2007	2008
Sale Year:	2008	2008	2009
Principal Sum of Lien:	\$1937.50	\$19.16	\$1846.99
Date Interest and Penalty Computed:	02/01/08	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281313690

Owner(s) of Record:

Timothy M. Leonhard and Sharon Leonhard, his wife, by virtue of a Transfer of Title, dated March 3, 1993 and recorded in Volume 1421 of Records, page 219, on December 11, 1995 as Document Number 1440211.

Property Address:

823 Ashland Avenue, Sheboygan, WI 53081

Legal Description:

Lot Twenty-six (26), Block Twenty-seven (27) according to the recorded Plat of Lake View Park Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

Mortgage executed by Timothy M. Leonhard and Sharon Leonhard, his wife to Firstar Bank Sheboygan, P. O. Box 3487, Oshkosh, WI 54903-3487, dated February 6, 1996 and recorded in Volume 1430 of Records, pages 987/8 on February 22, 1996 at 2:26 P.M., as Document Number 1444514, securing the principal sum of \$9,917.562.

Judgments/Liens:

Notice of Federal Tax Lien against Timothy M. and Sharon L. Leonhard in favor of Department of the Treasury, Internal Revenue Service (no address listed), dated May 30, 2008 and filed June 9, 2008 at 11:09 A.M. as Document Number 1854626, in the principal sum of \$47,962.20.

Notice of Federal Tax Lien against Timothy M. and Sharon L. Leonhard in favor of Department of the Treasury, Internal Revenue Service (no address listed), dated April 7, 2009 and filed April 13, 2009 at 12:00 p.m. as Document Number 1874790, in the principal sum of \$425.50.

Special charge by the City of Sheboygan against Timothy M. Leonhard Etux, 823 Ashland Avenue, Sheboygan, WI 53081, for water utility in the amount \$126.64.

Taxes:

Certificate No.:	1124	1196
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$860.38	\$1277.68
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281318990**Owner(s) of Record:**

Harold A. Peek, by virtue of a Personal Representative's Deed, dated August 26th, 2011 and recorded November 4, 2011 at 3:46 pm as Document Number 1933287.

Property Address:

725 Clara Avenue, Sheboygan, WI 53081

Legal Description:

The West 36 feet of the East 72 feet of Lots 11 and 12, Block 13, South Side Land Company Addition to the City of Sheboygan according to the recorded plat thereof.

Mortgages:

None of record.

Judgments/Liens:

Special charge by the City of Sheboygan against Harold A. Peek, 1817 N. 11th Street, Sheboygan, WI 53081, for water utility in the amount of \$118.80.

Taxes:

Certificate No.:	1149	1224	1225
Tax Year:	2007	2008	2008
Sale Year:	2008	2009	2009
Principal Sum of Lien:	\$1634.58	\$1542.28	\$103.80
Date Interest and Penalty Computed:	02/01/08	02/01/09	02/01/09

Other:

None of record.

PARCEL NO. 59281502180**Owner(s) of Record:**

Nao Chay Yang and Ying Her Yang, husband and wife by virtue of a Warranty Deed dated March 16, 1990 and recorded in Volume 1134 of Records, page 701, on March 16, 1990 at 4:42 p.m. as Document Number 1199406.

Property Address:

508 South River Street, Sheboygan, WI 53081

Legal Description:

The South 12.5 feet of Lot 1, and the North 21.5 feet of Lot 2, Block 168, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, and Also the vacated South 20 feet of Pennsylvania Avenue adjoining the aforescribed.

Mortgages:

None of record.

Judgments/Liens:

Child Support Lien against Ying Yang, Docket Number 334409, filed October 3, 2010 in the principal sum of \$4,054.85, county with lien/contact Manitowoc County Child Support Agency, 1010 South 8th Street, Room B-21, Manitowoc County, WI 54220.

Judgment executed against Ying Yang in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 04FO2381, entered May 13, 2008 and docketed May 13, 2008 at 12:10 p.m. in the principal sum of \$243.00.

Taxes:

Certificate No.:	1279	1397
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$1149.66	\$1085.53
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

Ordinance vacating part of street dated October 18, 1965 and recorded in Volume 466 of Records, page 352/4 on November 9, 1965 at 11:41 a.m. as Document Number 876060.

PARCEL NO. 59281502720

Owner(s) of Record:

Scott G. Baldock by virtue of a Special Warranty Deed dated 2007 and recorded April 30, 2007 at 12:02 p.m. as Document Number 1825394.

Property Address:

520 South 13th Street, Sheboygan, WI 53081

Legal Description:

The North 45 feet of the East 40 feet of Lot 11 and the North 45 feet of Lot 12, Block 170, according to the recorded Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

Mortgage executed by Scott G. Baldock, a single person to First National Bank in Manitowoc – Kiel Office, 110 Fremont Street, Kiel, WI 53042, dated April 24, 2007 and recorded April 30, 2007 at 12:02 p.m. as Document Number 1825395, securing the principal sum of \$40,000.00.

Judgments/Liens:

Special charge by the City of Sheboygan against Scott G. Baldock, 520 S. 13th Street, Sheboygan, WI 53081, for water utility in the amount \$118.80.

Taxes:

Certificate No.:	1397
Tax Year:	2008
Sale Year:	2009

Principal Sum of Lien: \$1848.04
Date Interest and Penalty Computed: 02/01/09

Other:

Rental Unit Energy Efficiency Standards Stipulation dated April 24, 2007 and recorded April 30, 2007 at 12:02 p.m. as Document Number 1825392.

PARCEL NO. 59281504180

Owner(s) of Record:

Harold A. Peek, by virtue of a Personal Representative's Deed dated August 26, 2011, and recorded November 4, 2011 at 3:46 pm as Document Number 1933287.

Property Address:

817 South 14th Street, Sheboygan, WI 53081

Legal Description:

The North 50 feet of Lot 7 and North 50 feet of the West one-half (W ½) of Lot 8, in Block 218, of the Original Plat of the City of Sheboygan.

Mortgages:

None of record.

Judgments/Liens:

Special charge by the City of Sheboygan against Harold A. Peek, 1817 N. 11th Street, Sheboygan, WI 53081, for water utility in the amount of \$118.80.

Taxes:

Certificate No.:	1296	1421
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$1745.03	\$1649.05
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281504190

Owner(s) of Record:

Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:

825 South 14th Street, Sheboygan, WI 53081

Legal Description:

The North 50 feet of the South 100 feet of Lot 7 and the North 50 feet of the South 100 feet of the W1/2 of Lot 8 in Block 218, Original Plat, City of Sheboygan.

Mortgages:

None of record.

Judgments/Liens:

Special charge by the City of Sheboygan against Harold A. Peek, 1817 N. 11th Street, Sheboygan, WI 53081, for water utility in the amount of \$118.80.

Taxes:

Certificate No.:	1297	1422	1423
Tax Year:	2007	2008	2008
Sale Year:	2008	2009	2009
Principal Sum of Lien:	\$2088.63	\$1981.15	\$310.10
Date Interest and Penalty Computed:	02/01/08	02/01/09	02/01/09

Other:

None of record.

PARCEL NO. 59281508280

Owner(s) of Record:

Roderick Deckert and Betty Deckert, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated September 8, 1999 and recorded in Volume 1695 of Records, page 333 on September 20, 1999 at 3:05 P.M. as Document Number 1554362.

Property Address:

1511 Kentucky Avenue, Sheboygan, WI 53081

Legal Description:

The North half of the West 40 feet of Lot 2, Block 275, Original Plat of the City of Sheboygan, Wisconsin.

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Roderick H. Deckert in favor of St. Nicholas Hospital, 1601 North Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2004SC000665, entered April 5, 2004 and docketed April 12, 2004 at 1:39 P.M. in the principal sum of \$745.68 (Attorney John M. Heuer).

Taxes:

Certificate No.:	1319	1457
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$1252.76	\$1185.17
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281520145

Owner(s) of Record:

Sue A. Hert, by virtue of a Warranty Deed dated July 1, 1993 and recorded in Volume 1286 of Records, page 426, on July 12, 1993 at 9:35 a.m. as Document Number 1376980.

Property Address:

Indiana Avenue (vacant land), Sheboygan, WI

Legal Description:

Outlot 1, EXCEPT the Southerly 15 feet, Oakwood Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:

None of record.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	1485
Tax Year:	2008
Sale Year:	2009
Principal Sum of Lien:	\$208.75
Date Interest and Penalty Computed:	02/01/09

Other:

Fifteen foot drainage easement as set forth in a Warranty Deed dated July 1, 1993 and recorded in Volume 1286 of Records, page 426, on July 12, 1993 at 9:35 a.m. as Document Number 1376980.

Eight foot tree planting easement contiguous to street frontage as recorded in Volume 14 of Plats, page 43/4.

PARCEL NO. 59281600900

Owner(s) of Record:

Jose Herrera and Estela Herrera, husband and wife by virtue of a Warranty Deed dated August 18, 1998 and recorded in Volume 1600 of Records, page 383, on August 24, 1998 at 12:37 p.m. as Document Number 1515941.

Property Address:

1731 Calumet Drive, Sheboygan, WI 53081

Legal Description:

Lot 25, Block 1, Assessment Subdivision No. 1, as amended, according to the recorded plat thereof.

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Jose and Silvia Herrera in favor of Sheboygan County Humane Society, 3107 North 20th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06SC196, entered February 6, 2006 and docketed February 9, 2006 at 3:36 p.m. in the principal sum of \$364.67 (Attorney Daniel J. Rostollan).

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 North Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR4081, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of \$141.50 (no attorney listed).

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 North Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR7746, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of \$141.50 (no attorney listed).

State Tax Lien executed against Jose Herrera in favor of Department of Workforce Development (no address listed), Sheboygan County Circuit Court Case Number 12UC171, Warrant Number 201213126, Unemployment Compensation, entered October 9, 2012 and docketed October 9, 2012 at 11:57 a.m. in the principal sum of \$317.64 (no attorney listed).

Judgment executed against Jose J. Herrera in favor of Cacv of Colorado LLC, 370 17th Street, Suite 5000, Denver, CO 80202, Sheboygan County Circuit Court Case Number 07SC4234, entered December 17, 2007 and docketed January 29, 2008 at 2:59 p.m. in the principal sum of \$3,525.61 (Attorney Brandon E. Bowlin).

Judgment executed against Jose J. Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 North Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 98TR4863, entered December 19, 2008 and docketed December 19, 2008 at 2:57 p.m. in the principal sum of \$122.90 (no attorney listed).

Judgment executed against Jose L. Herrera in favor of Suburban Motors of Grafton Inc., 139 North Main Street, Thiensville, WI 53092, Sheboygan County Circuit Court Case Number 09SC20, entered October 5, 2009 and docketed October 13, 2009 at 1:00 p.m. in the principal sum of \$2,278.57 (Attorney Edward J. Ritger).

Judgment executed against Jose Miguel Herrera, Jr. in favor of Sheboygan County Clerk of Circuit Court, 615 North Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR4198, entered January 21, 2010 and docketed January 21, 2010 at 9:09 a.m. in the principal sum of \$150.10 (no attorney listed).

Special charge by the City of Sheboygan against Jose Herrera and Estela Herrera, 1731 Calumet Drive, Sheboygan, WI 53081, for water utility in the amount of \$138.33.

Taxes:

Certificate No.:	1488
Tax Year:	2008
Sale Year:	2009
Principal Sum of Lien:	\$1863.60
Date Interest and Penalty Computed:	02/01/09

Other:

Easement dated May 31, 1996 and recorded in Volume 1472 of Records, page 881/2, on October 25, 1996 at 1:31 p.m. as Document Number 1463094.

PARCEL NO. 59281608020

Owner(s) of Record:

Todd L. Drews, a single person, by virtue of a Quit Claim Deed, dated November 18, 1997 and recorded February 27, 1998 at 3:13 P.M. in Volume 1557 of Records, page 351 as Document Number 1498467; and re-recorded March 17, 1997 at 3:25 P.M. in Volume 1561 of Records, page 5 as Document Number 1499890.

Property Address:

1831 Martin Avenue, Sheboygan, WI 53083

Legal Description:

Lot 8, Block 1, Erdmann & Heerman's Addition in and to the City of Sheboygan.

Mortgages:

None of record.

Judgments/Liens:

Notice of Federal Tax Lien against Todd L. Drews in favor of Department of the Treasury, Internal Revenue Service (no address listed), dated April 10, 2012 and file April 17, 2012 at 1:29 p.m. as Document Number 1943067, in the principal sum of \$28,112.79.

Judgment executed against Todd L. Drews in favor of Capital One Bank USA NA, 140 East Shore Drive 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 10SC299, entered March 1, 2010 and docketed March 8, 2010 at 12:45 p.m. in the principal sum of \$1,040.35 (Attorney Kevin T. White).

Judgment executed against Todd Drews in favor of Centurion Capital Corp, 700 King Farm Blvd #507, Rockville, MD, 20850, Sheboygan County Circuit Court Number 06CV64, entered April 11, 2006 and docketed April 11, 2006 at 2:42 P.M. in the principal sum of \$6,062.87 (Attorney Julie A. Rausch).

Judgment executed against Todd L. Drews in favor of Rsidue LLC, 2248 South 102nd Street #210, Milwaukee, WI 53227, Sheboygan County Circuit Court Number 07CV663, entered September 11, 2007 and docketed September 11, 2007 at 10:25 A.M. in the principal sum of \$10,003.75 (Attorney Julie A. Rausch).

Judgment executed against Todd L. Drews in favor of Asset Acceptance LLC, P.O. Box 2041, Warren, MI, 48090, Sheboygan County Circuit Court Number 07CV1026, entered December 19, 2007 and docketed December 19, 2007 at 1:32 P.M. in the principal sum of \$8,850.06 (Attorney David A. Ambrosh).

Judgment executed against Todd L. Drews in favor of Palisades Acquisition XVI, LLC, 210 Sylvan Avenue, Englewood, NJ, 07632, Sheboygan County Court Number 07SC1822, entered June 4, 2007 and docketed June 28, 2007 at 4:22 P.M. in the principal sum of \$4,462.98 (Attorney Brandon E. Bowlin).

Judgment executed against Todd L. Drews in favor of Bank of America, 101 E. Main Street, Suite 400, Louisville, KY 40202, Sheboygan County Court Number 03SC2947, entered September 22, 2003 and docketed September 30, 2003 at 1:29 P.M. in the principal sum of \$3,960.41 (Attorney Jessica M. Zeratsky).

State Tax Lien executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 10TW126, entered October 1, 2009 and docketed March 15, 2010 at 7:20 P.M. in the principal sum of \$2,428.19, Warrant Number 59-11739384, income (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue,

P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 2009TW0301, entered January 16, 2008 and docketed September 14, 2009 at 6:30 P.M. in the principal sum of \$3,132.25, Warrant Number 59-11730540. income (no attorney listed).

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 2009TW0302, entered September 12, 2008 and docketed September 14, 2009 at 6:35 P.M. in the principal sum of \$2,855.16, Warrant Number 59-11929168, income (no attorney listed).

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 2010TW67, entered September 11, 2009 and docketed February 23, 2010 at 8:28 P.M. in the principal sum of \$2,692.67, Warrant Number 59-11931286 income (no attorney listed).

Special charge by the City of Sheboygan against Todd L. Drews, 1813 Martin Avenue, Sheboygan, WI 53083, for water utility in the amount \$85.02.

Taxes:

Certificate No.:	1380	1516
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$1651.79	\$1711.79
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281608150

Owner(s) of Record:

Todd L. Drews, a single person, by virtue of a Quit Claim Deed, dated November 18, 1997 and recorded February 27, 1998 at 3:13 P.M. in Volume 1557 of Records on page 347 as Document Number 1498465 and re-recorded March 17, 1998 at 3:25 P.M. in Volume 1561 of Records, Page 1 as Document Number 1499888, and by virtue of a Warranty Deed, dated December 29, 1995 and recorded January 3, 1996 at 8:32 A.M. in Volume 1424 of Records, pages 168/70 as Document Number 1441447.

Property Address:

2407 Calumet Drive, Sheboygan, WI 53083

Legal Description:

Part of Lots 19, 20, & 21, Block 1, Erdmann & Heermans Addition, City of Sheboygan, described as: Commencing 24.4 feet Southeasterly of the Northwest corner said Lot 20, thence Northeasterly to the South line of Lot 19, which point is 34.8 feet East of Southwest corner of Lot 19, thence Northeasterly 8.5 feet to a point 6.2 feet North and 40.2 feet East of Southwest corner of Lot 19, Easterly 18.35 feet to a point 6.8 feet North of said South Line of Lot 19, Easterly 31.7 feet to a point in the South line of Lot 19, 90 feet East of its Southwest corner, East 29.48 feet to a point 24.40 feet West of East Line of Lot 19, thence South 25.16 feet, thence S. 45°-45'-49" W., 67.31 feet, thence N. 45°-3'-29" West, 77.35 feet to point of beginning.

Mortgages:

None of record.

Judgments/Liens:

Notice of Federal Tax Lien against Todd L. Drews in favor of Department of the Treasury, Internal Revenue Service (no address listed), dated April 10, 2012 and file April 17, 2012 at 1:29 p.m. as Document Number 1943067, in the principal sum of \$28,112.79.

Judgment executed against Todd L. Drews in favor of Capital One Bank USA NA, 140 East Shore Drive 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 10SC299, entered March 1, 2010 and docketed March 8, 2010 at 12:45 p.m. in the principal sum of \$1,040.35 (Attorney Kevin T. White).

Judgment executed against Todd Drews in favor of Centurion Capital Corp, 700 King Farm Blvd #507, Rockville, MD, 20850, Sheboygan County Circuit Court Number 06CV64, entered April 11, 2006 and docketed April 11, 2006 at 2:42 P.M. in the principal sum of \$6,062.87 (Attorney Julie A. Rausch).

Judgment executed against Todd L. Drews in favor of Rsidue LLC, 2248 South 102nd Street #210, Milwaukee, WI 53227, Sheboygan County Circuit Court Number 07CV663, entered September 11, 2007 and docketed September 11, 2007 at 10:25 A.M. in the principal sum of \$10,003.75 (Attorney Julie A. Rausch).

Judgment executed against Todd L. Drews in favor of Asset Acceptance LLC, P.O. Box 2041, Warren, MI, 48090, Sheboygan County Circuit Court Number 07CV1026, entered December 19, 2007 and docketed December 19, 2007 at 1:32 P.M. in the principal sum of \$8,850.06 (Attorney David A. Ambrosh).

Judgment executed against Todd L. Drews in favor of Palisades Acquisition XVI, LLC, 210 Sylvan Avenue, Englewood, NJ, 07632, Sheboygan County Court Number 07SC1822, entered June 4, 2007 and docketed June 28, 2007 at 4:22 P.M. in the principal sum of \$4,462.98 (Attorney Brandon E. Bowlin).

State Tax Lien executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 10TW126, entered October 1, 2009 and docketed March 15, 2010 at 7:20 P.M. in the principal sum of \$2,428.19, Warrant Number 59-11739384, income (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 2009TW0301, entered January 16, 2008 and docketed September 14, 2009 at 6:30 P.M. in the principal sum of \$3,132.25, Warrant Number 59-11730540. income (no attorney listed).

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 2009TW0302, entered September 12, 2008 and docketed September 14, 2009 at 6:35 P.M. in the principal sum of \$2,855.16, Warrant Number 59-11929168, income (no attorney listed).

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P. O. Box 8901, Madison, WI 53708, Sheboygan County Court Number 2010TW67, entered September 11, 2009 and docketed February 23, 2010 at 8:28 P.M. in the principal sum of \$2,692.67, Warrant Number 59-11931286 income (no attorney listed).

Special charge by the City of Sheboygan against Todd L. Drews, 1813 Martin Avenue, Sheboygan, WI 53083, for water utility in the amount \$138.33.

Taxes:

Certificate No.:	1381	1518
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$2527.97	\$2405.75
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281700700

Owner(s) of Record:

James Passmore, by virtue of a Warranty Deed, dated (no date) and recorded January 4, 2002 at 9:51 A.M. in Volume 1933 of Records page 253 as Document Number 1622811.

Property Address:

1422 North 10th Street, Sheboygan, WI 53081

Legal Description:

The South One-half (S1/2) of Lot One (1) and the South One-half (S1/2) of the East Twenty (20.00') feet of Lot Two (2), in Block Twenty-six (26), in the Original Plat of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed by James Passmore to Beneficial Wisconsin Inc., 822 South Main Street, Fond du Lac, WI 54935, dated June 19, 2004 and recorded July 7, 2004 at 2:30 P.M. as Document Number 1738981, in the principal sum of \$111,076.03.

Real estate security agreement executed by James T. Passmore to Community Bank & Trust, 604 North Eighth Street, Sheboygan, WI 53081, dated July 19, 2006 and recorded July 25, 2006 at 2:44 P.M. as Document Number 1804171.

Judgments/Liens:

Federal Tax Lien against James T. Passmore in favor of Department of the Treasury, Internal Revenue Service (no address listed), dated May 11, 2006 and recorded May 22, 2006 at 11:53 A.M. as Document Number 1798953, in the principal sum of \$8,288.46.

Federal Tax Lien against James T. Passmore in favor of Department of the Treasury, Internal Revenue Service (no address listed), dated April 3, 2008 and recorded April 11, 2008 at 3:19 P.M. as Document Number 1850252, in the principal sum of \$8,947.36.

State Tax Lien executed against James T. Passmore in favor of State of Wisconsin, Department of Workforce Development, P.O. Box 8914, Madison, WI, 53708, Sheboygan County Circuit Court Case Number 05UC125, entered July 19, 2005 and docketed July 25, 2005 at 4:30 P.M. in the principal sum of \$259.77, Warrant Number 0504647, unemployment (no attorney listed).

State Tax Lien executed against James T. Passmore in favor of State of Wisconsin, Department of Workforce Development, P.O. Box 8914, Madison, WI, 53708, Sheboygan County Circuit Court Case Number 06UC66, entered May 18, 2006 and docketed May 22, 2006 at 12:15 P.M. in the principal sum of \$136.18, Warrant Number 0604143, unemployment (no attorney listed).

State Tax Lien executed against James T. Passmore in favor of State of Wisconsin, Department of Workforce Development, P.O. Box 8914, Madison, WI, 53708, Sheboygan County Circuit Court Case

Number 06WC4, entered March 14, 2006 and docketed March 20, 2006 at 2:15 P.M. in the principal sum of \$767.50, Warrant Number 6087445-01, penalty (no attorney listed).

State Tax Lien executed against James T. Passmore in favor of State of Wisconsin, Department of Workforce Development, P.O. Box 7948, Madison, WI, 53707 Sheboygan County Circuit Court Case Number 06UC128, entered November 1, 2006 and docketed November 1, 2006 at 8:39 A.M. in the principal sum of \$60.16, Warrant Number 0607163, unemployment (no attorney listed).

State Tax Lien executed against James T. Passmore in favor of State of Wisconsin, Department of Workforce Development, P. O. Box 7948, Madison, WI 53707, Sheboygan County Circuit Court Case Number 08UC10, entered January 11, 2008 and docketed January 14, 2008 at 7:09 A.M. in the principal sum of \$191.29, Warrant Number 0801166, unemployment (no attorney listed).

Taxes:

Certificate No.:	1450	1593
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$3292.81	\$3158.81
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

Encroachment Agreement dated December 20, 1988 and recorded December 22, 1988 at 2:31 P.M. in Volume 1100 or Records, pages 314/16 as Document Number 1179623.

Ordinance dated February 21, 1944 and recorded March 14, 1944 at 2:44 P.M. in Volume 272 of Records, pages 567/8 as Document Number 444463.

PARCEL NO. 59281703050

Owner(s) of Record:

Harold A. Peek by virtue of a Personal Representative's Deed dated August 26, 2011 and recorded November 4, 2011 at 3:46 p.m. as Document Number 1933287.

Property Address:

1515 North 11th Street, Sheboygan, WI 53081

Legal Description:

Lot 29 of Block 2 of Assessment Subdivision No. 11 to the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Mortgages:

None of record.

Judgments/Liens:

Special charge by the City of Sheboygan against Harold A. Peek, 1817 N. 11th Street, Sheboygan, WI 53081, for water utility in the amount of \$222.70.

Taxes:

Certificate No.:	1464	1602
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$1089.72	\$2068.91
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:
None of record.

PARCEL NO. 59281703770

Owner(s) of Record:

Debra A. Bean by virtue of Termination of Decedent's Property Interest dated October 16, 2008 and recorded October 16, 2008 at 3:05 p.m. as Document Number 1862633, and Warranty Deed dated March 26, 1986 and recorded in Volume 1006 of Records, page 108, on March 27, 1986 at 2:55 p.m. as Document Number 1128015.

Property Address:

1609 North 12th Street, Sheboygan, WI 53081

Legal Description:

Lot 41 in Block 3 of Assessment Subdivision No. 11 to the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Roger L. and Debra A. Bean, husband and wife to American General Finance, Inc., PO Box 691, Sheboygan, WI 53082-0691, dated January 25, 2001 and recorded in Volume 1784 of Records, page 254, on January 26, 2001 at 3:09 p.m. as Document Number 1588329, securing the principal sum of \$31,000.00.

Judgments/Liens:

Judgment executed against Debra Bean in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, DBA The Cash Store, Irving, TX 75038, Sheboygan County Circuit Court Case Number 11SC1671, entered August 8, 2011 and docketed August 15, 2011 at 1:44 p.m. in the principal sum of \$808.78 (Attorney Adam R. Finkel).

Judgment executed against Debra A. Bean in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ38, entered June 20, 2012 and docketed January 28, 2014 at 11:11 a.m. in the principal sum of \$167,091.00.

Special charge by the City of Sheboygan against Debra A. Bean, 1609 N. 12th Street, Sheboygan, WI 53081, for water utility in the amount of \$355.14.

Taxes:

Certificate No.:	1608
Tax Year:	2008
Sale Year:	2009
Principal Sum of Lien:	\$834.56
Date Interest and Penalty Computed:	02/01/09

Other:

None of record.

PARCEL NO. 59281704220

Owner(s) of Record:

Roger W. Kollmann by virtue of a Quit Claim Deed dated October 22, 1976 and recorded in Volume 789 of Records, page 787, on October 26, 1976 at 2:05 p.m. as Document Number 1003022, and by

Warranty Deed dated November 11, 1975 and recorded in Volume 762 of Records, page 499, on November 21, 1975 at 9:08 a.m. as Document Number 989734.

Property Address:

2030 North Tenth Street, Sheboygan, WI 53081

Legal Description:

Lot 9 in Block 2 of Assessment Subdivision No. 12 of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Roger W. Kollmann and Kimberlee K. Kollmann, husband and wife to Community Bank, 604 North Eighth Street, Sheboygan, WI 53081, dated August 10, 1998 and recorded in Volume 1600 of Records, page 223, on August 24, 1998 at 9:36 a.m. as Document Number 1515886, securing the principal sum of \$30,500.00; Lis Pendens related thereto, Sheboygan County Circuit Court Case Number 06CV776, dated October 2, 2006 and recorded October 3, 2006 at 11:00 a.m. as Document Number 1809731.

Mortgage executed by Kimberlee K. Kollmann, individually and as Personal Representative of the Estate of Roger Kollmann to Barbara J. Ingels, W5496 Winooski Road, Plymouth, WI 53073, dated May 9, 2008 and recorded May 13, 2008 at 12:51 p.m. as Document Number 1852675; said mortgage was assigned to Petrie & Stocking, S.C., a Wisconsin corporation, 637 Walton Drive, Suite 1, Plymouth, WI 53073, dated September 5, 2008 and recorded September 12, 2008 at 12:57 p.m. as Document Number 1860684, said assignment limited to the amount of \$2,685.13.

Judgments/Liens:

Judgment executed against Roger W. Kollmann in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ80, entered August 19, 2011 and docketed July 10, 2012 at 8:53 a.m. in the principal sum of \$681.00.

Special charge by the City of Sheboygan against Roger W. Kollmann, 2030 N. 10th Street, Sheboygan, WI 53081, for water utility in the amount of \$108.63.

Taxes:

Certificate No.:	1611
Tax Year:	2008
Sale Year:	2009
Principal Sum of Lien:	\$306.15
Date Interest and Penalty Computed:	02/01/09

Other:

None of record.

PARCEL NO. 59281709655

Owner(s) of Record:

EVS Enterprises LLC, a Wisconsin limited liability company by virtue of a Warranty Deed dated September 30, 2005 and recorded October 5, 2005 at 9:46 a.m. as Document Number 1778656.

Property Address:

2715 North 15th Street, Sheboygan, WI 53083

Legal Description:

Lots 1, 2 and 3, except the East 45.00 feet of each thereof, Block 2, Junior High Subdivision , in the City of Sheboygan, according to the recorded plat thereof.

AND:

Part of the NE1/4 NE1/4, Section 15, Town 15 North, Range 23 East, described as:

Commencing in the East line of North 15th Street at a point 65 feet due South of the North line of the North 2.5 acres of the South 15 acres of the W1/2 NE1/4 NE1/4 of said Section 15; thence East 288.1 feet; thence South 100.3 feet; thence West 275.85 feet to the East line of North 15th Street; thence North along the East line of North 15th Street 29.95 feet to the angle in North 15th Street, thence Northerly 70 feet to the point of beginning.

AND:

Part of the NE1/4 NE1/4, Section 15, Town 15 North, Range 23 East, described as:

Commencing at the intersection of the East line of North 15th Street and the North line of the North 2.5 acres of the South 15 acres of the W1/2 NE1/4 NE1/4 of said Section 15; thence East 297.35 feet; thence South 65 feet; thence West 288.1 feet to North 15th Street, thence Northerly along North 15th Street 65.53 feet to the place of beginning.

AND:

The West 150 feet of the following:

Part of the NE1/4 NE1/4 of Section 15, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows: Commencing at the intersection of the West line of North 13th Street with the North line of the North 2.5 acres of the South 15 acres of the W1/2 NE1/4 NE1/4 of said Section 15; thence West along the North line of said 2.5 acre tract, 307 feet, thence South 82.72 feet; thence East 307 feet to the West line of North 13th Street, thence North 83.05 feet to the place of beginning.

Mortgages:

Mortgage, Security Agreement and Assignment of Rents (including fixture filing under Uniform Commercial Code) executed by EVS Enterprises LLC to U.S. Bank N.A. (P. O. Box 3487, Oshkosh, WI 54903-3487), dated September 30, 2005 and recorded October 5, 2005 at 9:46 a.m. as Document Number 1778655, in the principal sum of \$236,000.00; Lis Pendens related thereto, Sheboygan County Circuit Court Case Number 07CV1199, dated December 11, 2007 and recorded December 17, 2007 at 9:04 a.m. as Document Number 18419564 (Attorney Matthew P. Gerdisch); Assignment of Real Estate Mortgage by Lender executed by U.S. Bank National Association to William Wessing and Ritger Conservation Development, LLC, a Wisconsin limited liability company, 675 Wolf Road, Random Lake, WI 53075, dated as of September 9, 2010 and recorded October 31, 2011 at 2:06 p.m. as Document Number 1932811.

Mortgage executed by EVS Enterprises, LLC to Polyfab Corp. (no address listed) dated September 30, 2005 and recorded October 5, 2005 at 9:46 a.m. as Document Number 1778657, securing the principal sum of \$56,500.00.

Judgments/Liens:

Special charge by the City of Sheboygan against EVS Enterprises LLC, 2715 N. 15th Street, Sheboygan, WI 53083, for water utility in the amount of \$102.48.

Taxes:

Certificate No.:	1506	1621	1622
Tax Year:	2007	2008	2008
Sale Year:	2008	2009	2009
Principal Sum of Lien:	\$7161.77	\$6884.42	\$2474.03
Date Interest and Penalty Computed:	02/01/08	02/01/09	02/01/09

Other:

Land Use Agreement dated December 2, 1985 and recorded in Volume 998 of Records, page 560/3, on December 9, 1985 at 8:01 A.M. as Document Number 1124028.

PARCEL NO. 59281710060

Owner(s) of Record:

Frederick M. Duchow and Gwynn A. Duchow, husband and wife and as joint tenants by virtue of a Warranty Deed dated November 29, 1979 and recorded in Volume 872 of Records, page 834, on December 3, 1979 at 11:28 a.m. as Document Number 1051021.

Property Address:

1137 Bell Avenue, Sheboygan, WI 53083

Legal Description:

Lot 10, Block 2, Krez & Detling's Subdivision to the City of Sheboygan, according to the recorded plat thereof.

AND:

The grantors hereby Quit Claim the following described premises:

Part of the SW1/4 NW1/4, Section 14, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as that piece or parcel of land lying between the West line of Lot 2, Block 2, Krez & Detling's Subdivision and the East line of Kroos and Heermann's Subdivision No. 2.

Mortgages:

Mortgage executed by Frederick N. Duchow and Gwynn A. Duchow, his wife to Citizens Bank – North, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated November 14, 1983 and recorded in Volume 947 of Records, page 984, on November 18, 1983 at 9:27 a.m. as Document Number 1095420, securing the principal sum of \$3,830.39 (includes other lands).

Mortgage executed by Gwynn A. Duchow and Frederick N. Duchow to Fleet National Bank, P. O. Box 3092, Utica, NY 13502, dated April 12, 2004 and recorded May 12, 2004 at 9:32 A.M. as Document Number 1733036, securing the principal sum of \$50,000.00.

Mortgage executed by Frederick M. Duchow and Gwynn A. Duchow, husband and wife to CitiFinancial, Inc., 2042 Kohler Memorial Drive, Sheboygan, WI 53081, dated July 22, 2005 and recorded July 22, 2005 at 2:53 p.m. as Document Number 1771548, securing the principal sum of \$21,299.76 (includes other lands).

Judgments/Liens:

Judgment executed against Frederick M. Duchow in favor of Capital One Bank USA NA, 3033 Campus Drive, Suite 250, c/o Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 11SC567, entered March 28, 2011 and docketed April 6, 2011 at 12:51 p.m. in the principal sum of \$3,668.71 (Attorney Brian A. Chou).

Judgment executed against Fredrick M. Duchow in favor of Discover Bank, 3033 Campus Drive, Suite 250, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 10SC2667, entered November 22, 2010 and docketed December 6, 2010 at 1:39 p.m. in the principal sum of \$2,259.50 (Attorney Brian A. Chou).

Special charge by the City of Sheboygan against Frederick M. Duchow, 1137 Bell Avenue, Sheboygan, WI 53083, for water utility in the amount of \$111.60.

Taxes:

Certificate No.:	1508	1625
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$1162.60	\$1790.06
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

PARCEL NO. 59281711070

Owner(s) of Record:

Frederick M. Duchow and Gwynn A. Duchow, husband and wife and as joint tenants by virtue of a Warranty Deed dated November 29, 1979 and recorded in Volume 872 of Records, page 834, on December 3, 1979 at 11:28 a.m. as Document Number 1051021.

Property Address:

Bell Avenue, Sheboygan, WI 53083

Legal Description:

The East 47 feet of Lot 14 and the East 47 feet of the South 11 feet of Lot 15, Kroos and Heermann's Subdivision No. 2 in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:

Mortgage executed by Frederick N. Duchow and Gwynn A. Duchow, his wife to Citizens Bank – North, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated November 14, 1983 and recorded in Volume 947 of Records, page 984, on November 18, 1983 at 9:27 a.m. as Document Number 1095420, securing the principal sum of \$3,830.39 (includes other lands).

Mortgage executed by Frederick M. Duchow and Gwynn A. Duchow, husband and wife to CitiFinancial, Inc., 2042 Kohler Memorial Drive, Sheboygan, WI 53081, dated July 22, 2005 and recorded July 22, 2005 at 2:53 p.m. as Document Number 1771548, securing the principal sum of \$21,299.76 (includes other lands).

Judgments/Liens:

Judgment executed against Frederick M. Duchow in favor of Capital One Bank USA NA, 3033 Campus Drive, Suite 250, c/o Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 11SC567, entered March 28, 2011 and docketed April 6, 2011 at 12:51 p.m. in the principal sum of \$3,668.71 (Attorney Brian A. Chou).

Judgment executed against Fredrick M. Duchow in favor of Discover Bank, 3033 Campus Drive, Suite 250, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 10SC2667, entered November 22, 2010 and docketed December 6, 2010 at 1:39 p.m. in the principal sum of \$2,259.50 (Attorney Brian A. Chou).

Taxes:

Certificate No.:	1517	1631
Tax Year:	2007	2008
Sale Year:	2008	2009
Principal Sum of Lien:	\$130.07	\$125.74
Date Interest and Penalty Computed:	02/01/08	02/01/09

Other:

None of record.

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

**NOTICE OF COMMENCEMENT OF PROCEEDING
IN REM. TO FORECLOSE TAX LIENS
BY SHEBOYGAN COUNTY**

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated May 13, 2014, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on May 13, 2014. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including July 10, 2014, which date is hereby fixed as the last day for redemption.

(The rest of this page intentionally left blank.)

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said July 10, 2014, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: *Laura Henning-Lorenz*
LAURA HENNING-LORENZ
County Treasurer

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PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 13th day of May, 2014.

SHEBOYGAN COUNTY

By: *Laura Henning-Lorenz*
LAURA HENNING-LORENZ
County Treasurer

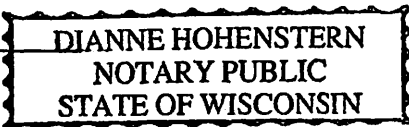
STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 13th day of May, 2014.

Dianne Hohenstern
Dianne Hohenstern, Notary Public
State of Wisconsin
My Commission expires January 8, 2017



Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive, Suite 110
Sheboygan, WI 53081-3174

VII

R. C. No. - 14 - 15. By LAW AND LICENSING. June 16, 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 the following licenses be granted:

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

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

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.

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

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.

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

9007	Wegner, Angela J.	1329 S. 23 rd St.
0371	Yang, Maximus P.	1624 N. 11 th St.

Consent

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

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

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.

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

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. 29th St.
 *8875 Kramer, Renee A. 2526 Mandy Circle
***grant contingent on the application being corrected, and with a warning to include all violations on future applications**

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.

Committee.

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

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

VI

R. C. No. - 14 - 15. By LAW AND LICENSING. June 16, 2014.

Your Committee to whom was referred R. O. No. 44-14-15 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:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1089	Daves Whos Inn	835 Indiana Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3062	Dragon Bar & Grill	1307 Huron Ave.

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

CLASS "C" WINE LICENSE (NEW) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3062	Dragon Bar & Grill	1307 Huron Ave.

***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

Consent

IV

II

R. O. No. 44 - 14 - 15. By CITY CLERK. May 19, 2014.

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

*Paul & Lisa
6/2/14 - grant all lic.
except hold Jew's,
Dragon Bar
6/16/14 - grant Dragon
Bar & Grill, Jew's Who's
Inn*

Susan Richards
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St. - one-day event to be Held 7/4/14 to include current premise And the parking lot north side of building.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to be held 6/19/14 & 6/27/14 to include the current premise and the lawn area outside of Latitude.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to Be held 6/28/14 to include the current Premise and the lawn area by the bonfire pit.
2985	Filibuster	434 Pennsylvania Ave. - four-day event to be held July 3 rd to July 6 th to include current premise and fenced in area in the Northwest grassy area.
2914	North Star Bar	3004 N. 8 th St. - (Permanent) add to the current premise the outside area south and east of the building for outside seating(his property, not encroachment)
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 6/7/14 to include current premise and the far west corner of the Building & parking lot.
1809	The Wharf	733 Riverfront Dr. - one-day event to be held 7/16/14 to include parking lot and boardwalk between the Wharf and

Duke of Devon.

1809 The Wharf

733 Riverfront Dr. - two-day event to be held 8/9/14 & 8/10/14 to include parking lot and boardwalk between the Wharf and Duke of Devon.

SIDEWALK CAFÉ LICENSE (Renewal) (April 14, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3022	Paradigm	1202 N. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi's #94	919 S. Taylor Dr.
2821	Festival Foods	595 S. Taylor Dr.
2532	Fischer's Food & Liquor	4554 S. 12 th St.
1257	Piggly Wiggly #015	3124 S. Business Dr.
2702	Tietzs Piggly Wiggly	2905 N. 15 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3061	Sheboygan Food & Gas	2117 Indiana Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 th St.
2404	Dicks Northeast Standard I	905 Erie Ave.
1253	Petro Center #1	1208 Union Ave.
1254	Petro Center #4	2113 S. Business Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1089	Daves Whos Inn	835 Indiana Ave.
1511	Dennys Bar	2140 Calumet Dr.
2373	Duke of Devon, The	739 Riverfront Dr.
2985	Filibusters Pub	434 Pennsylvania Ave.
1525	Fountain Park Loun./Caffe Tus	922 N. 8 th St.
1892	Gosse's at Northwestern House	1909 Union Ave.
1926	Il Ritrovo	515 S. 8 th St.
2193	Kaddyshack LLC, The	1502 S. 13 th St.
1199	Lakeshore Lanes	2519 S. Business Dr.

2685 Lino Ristorante Italiano	422 South Pier Dr.
1217 Maple Lanes	3107 S. Business Dr.
2976 My Place Bar & Grill	1515 New Jersey Ave.
2914 North Star Bar	3004 N. 8 th St.
1699 On The House	1153 High Ave.
1252 Peteks Tavern	2702 S. 8 th St.
3035 Retro Bar & Grill	1509 S. 12 th St.
1680 Scenic Bar LLC	1635 Indiana Ave.
1337 Sheboygan Elks Lodge#299	1943 Erie Ave.
1229 Sheboygan Moose lodge #438	1811 Georgia Ave.
1346 Sheboygan Pine Club	1716 Geele Ave.
2376 Swovys LLC	1645 S. 12 th St.
2245 Thai Cafe Restaurant	1227 N. 14 th St.
1412 Trattoria Stefano	522 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3062	Dragon Bar & Grill	1307 Huron Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Dr.
3051	Mid-Lake Softball Org.	2213 New Jersey Ave.
3032	Nicky's Pizza I	1735 Calumet Dr.
2696	Sheboygans Family Restaurant	2704 S. Business Dr.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

CLASS "C" WINE LICENSE(NEW) (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3062	Dragon Bar & Grill	1307 Huron Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Dr.
2696	Sheboygans Family Restaurant	2704 S. Business Dr.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

VII

R. C. No. - 14 - 15. By LAW AND LICENSING. June 16, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 55-14-15 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:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0399	Armstrong, Hannah M.	4315 Liberty Ct., #BB204
0402	Burns, Timothy W.	1020 Happy Ln., #3, Sheb. Falls
*9410	Christman, Cynthia D.	1316 Jefferson Ave.

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

0408	Cila, William A.	1420 N. 27 th St.
0404	Diener, Daniel J.	3830 S. 11 th St.
0407	Harms, Jonathan C.	1325 S. 25 th St.
0391	Huettner, Abby E.	N3148 State Rd. 32, Sheb. Falls
0410	Johnson, Austin R.	1143 Linden St., Cleveland
0401	Kalk, Gary A.	720 Roosevelt Ave., Howards Grove
0394	Klingbeil, Travis L.	1417 Indiana Ave.
9405	Koch, Jacqueline M.	239 S. River Blvd., Plymouth
0403	Lorenz, Erik W.	2628 Center Ave.
0395	Olszewski, Amber A.	2121 Cleveland Ave.
0405	Randolph, Walter F.	1004 Willow Dr., Sheb. Falls
0406	Rekowsksi, Shelby L.	N2634 Mill Rd., Waldo
*0400	Verheyen, Jennifer R.	1018 Bell Ave.

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

0409	Wetzel, Rion M.	3974 Meadowbrook Ct.
0393	Yang, Donna N.	2125 N. 27 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9041	Acuna, Lady	2219 Terrace View Dr., #3D
5930	Alten, Candace A.	1327 N. 13 th St.
5206	Anderson, Teresa L.	2319 Pennsylvania Ave.
7996	Bebermeier, Erin B.	1624 N. 15 th St.
5190	Beck, Kevin M.	511A N. 8 th St.
6455	Behnke, Barb J.	1006 N. 16 th St.
5274	Beltran, Terri L.	3731 Main Ave.
9563	Berger, Ruth E.	734 Dartmouth Dr., Sheb. Falls
8496	Bilgrien, Danielle M.	1732 Knoolcrest Dr.
7881	Black, Abigail E.	1619 N. 27 th St.
9610	Blockland, Michelle R.	1142 Dillingham Ave.

Consent

IV

4105 Brown, Jeffrey D. 5108 Evergreen Dr.
9775 Burkart, Megan N. 3431 N. 10th St., #111
*1172 Campbell, Christopher R. 1210 N. 14th St.

***grant with instructions to update the application**

1204 Cotter Jr., Donald G. 1422A N. 10th St.
8779 Dean, Douglas A. 1732 N. 27th St.
1250 Dewane, Elaine M. 2839 N. Apache Rd.
9794 East, Jacob A. 323 Superior Ave.
6645 Eggen, Cheryl L. 2420 Elm Ave.
4034 Ertel, Michael L. 2400 Fairfield Ln., Plymouth
5305 Freriks, Scott A. 1130 Swift Ave.
3544 Garlieb, Perry H. 1210 N. 14th St.
5291 Gatford, Barbie R. 2802 S. 18th St.
4411 Green, Candise S. 5108 Evergreen Dr.
5285 Grub, Jason E. 1716 Wisconsin Ave.
5286 Grub, Timothy M. 2123 Carmen Ave.
1431 Guenther, Victor C. 2621 N. 25th St.
9875 Harrington, Jill A. 557 Upper Rd., Kohler
*4228 Hendrikse, Phyllis H. 705 Pershing Ave.

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

6765 Hermann, Jane 2134 S. 12th St.
6452 Hohmann, Luanne J. 1236 Eisner Ave.
1530 Hoppert, Laurie A. 2510 S. 18th St.
5696 Hutton, Charles F. 1149 High Ave.
9891 Kiehl, Tanya L. 544 Pinehurst Ct., Sheb. Falls
6185 Kiley, Dean H. 1518 N. 26th St.
8881 Knight, Nicole M. 1124 N. 14th St.
3614 Koerner, Joseph A. 837 Leland Ave.
6614 Koerner, Mystie C. 837 Leland Ave.
5023 Krepsky, Jill M. 1318 N. 31st St.
2195 Kussard, Heidi K. 1904 N. 28th St.
4767 Lessard, Susan J. 5016 Moenning Rd.
6801 Love, Christie M. 1708A N. 4th St.
1781 Lukonen, Kathryn 86 Lighthouse Ct.
8607 Malson, Joshua J. 1132 Kentucky Ave.
8947 Marsellis, Lynn M. 314A New York Ave.
5801 Martin, Jay L. (Club) 1228 Bluff Ave.
8582 Matter, Lindsay M. 531 S. 8th St.
9803 McFarland, Angela M. 1414 N. 17th St.
7107 McGeary, Amanda L. 932 N. 37th St.
5354 McGeary, Scott A. 932 N. 37th St.
1843 Menzer, Lee A. 633 N. 27th St.
4683 Meyer, Debra M. 4228 N. 29th St.
1864 Meyer, Michael E. 2925 Lake Shore Dr.
6449 Mohnsam, Jessica P. 1619 N. 27th St.
1682 Morton, Patricia A. 3114 N. 9th St.
1918 Noordyk, James V. 1334 Blackwood Ct.
4376 Norton Sr., Walter W. 3522 Granite Rd.
8130 Oskey, Leslie A. 2952 Woodbine Dr.
4496 Pentek, Mary Jo 1720 Wilson Ave.

5018 Peper, Tammi L.	2126A N. 15 th St.
9793 Perl, Meridith A.	2225 Cleveland Ave.
6148 Petrie, Nicole H.	918 S. 15 th St.
6544 Pfister, Richard W.	1578 Falcon Way, Sheb. Falls
6604 Poperl, Jennifer L.	2040A N. 13 th St.
5036 Posey, Susan E.	411 S. Lincoln Dr., Howard Grove
6372 Potter Jr., Roy A.	2625 S. 8 th St.
*9849 Prucha, Mark J.	1729 N. 10 th St.

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

4445 Rabideaux, Deana M.	2215 N. 29 th St.
9571 Renzelman, Wendy J.	1637A Geele Ave.
2045 Roe, Wendy C.	2032 Tivoli Ln.
9583 Roehrborn, Becky J.	1223 Lincoln Ave.
*4338 Roerdink, Sherri L.	321 Prospect Ave.

***grant with instructions to update the application**

8895 Ruppel, Peggy J.	2507 Calumet Dr.
8224 Salazar, Amanda Y.	1523 Maryland Ave.
5690 Schaefer, Tammy L.	1519 Fieldstone Ln., Howards Grove
9709 Scheibl, Stacy J.	3742 Enterprise Dr.
5235 Schleining, David A.	1125 Lincoln Ave.
4632 Schreurs, Amy L.	908 Geele Ave.
9820 Schroeder, Toni M.	606 St. Clair Ave.
9721 Schuette, Thomas F.	W6490 Aurora Rd., Plymouth
7229 Schillingowski, Susan E.	56 S. Hiawatha Cir.
6454 Senkbeil, Gregory A. (Club)	820 N. 28 th St.
2136 Severance, Harold W. (Club)	2503 N. 26 th St.
7004 Stapel, Kimberly A.	813 Huron Ave.
2840 Strickland, Harold J.	2911 S. 15 th St.
9834 Suemnicht, Joy L.	W8092 Cty. Rd. C, Glenbeulah
*8024 Theune, Shawn L.	1902 Camelot Blvd.

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

9912 Thompson, Jacob R.	419 Staffor St., Plymouth
1600 Traas, Jennifer L.	1222 N. 29 th St.
5129 Trempe, Kristine M.	1523 N. 20 th St.
9622 VanLanen, Paul M.	2315 N. 6 th St.
0400 Verheyen, Jennifer R.	1018 Bell Ave.
8109 Waechter, Patti A.	728 Oak Tree Rd.
5810 Wagner, Elizabeth A.	826 Taylor Park
9846 Waraich, Celia M.	N6233 Woodland Rd.
4485 Weber, Tammy	1013 N.12 th St.
7887 Williamson, Danika L.	N115 Surfside Dr., Cedar Grove
3502 Wolff, Richard A.	1622 N. 25 th St.
9351 Yera, Javier F.	1127 N. 8 th St.
9726 Zastrow Jr., Michael L.	4227 Cty. Rd. A
8170 Zenk, Travis A.	2123A S. 16 th St.
5762 Zoch, Christopher R.	620 ST. Clair Ave.

TAXICAB DRIVER LICENSE (December 31, 2014) NEW

<u>No.</u>	<u>Name</u>	<u>Address</u>
0396	Munoz, Rhonda L.	511 S. 27 th St.

_____ Committee.

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

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

VI

R. C. No. - 14 - 15 . By LAW AND LICENSING. June 16, 2014.

Your Committee to whom was referred R. O. No. 56-14-15 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 ***contingent on the applications being corrected, and with a warning to include all violations on future applications:**

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2693	Beans on 12 th	1823 N. 12 th St.
*2428	Highland House	820 Indiana Ave.
*1925	Screamers	2201 N. 15 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2299	Chinatown Kitchen	1107 N. 8 th St.
*2998	Pete's Little Chicago LLC	1402 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2998	Pete's Little Chicago LLC	1402 S. 8 th St.

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Consent

IV

II

Other Matters

11.2

R. O. No. 56 - 14 - 15. By CITY CLERK. June 2, 2014.

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

*Law & Lic.
6/16/14 - grant all
lic. except grant
Beans on 12th, Highland
House, Screamer's,
Pete's,
China Town*

Susan Richards

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2760	Weimann's Sports Center	4604 S. Business Dr. - three-day event to be held 7/18/14 to 7/20/14 to Include the southwest corner of building in parking lot & tent outside fundraiser.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2765	Jakes Liquor I	2019 S. Business Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2336	El Durango	1035 Indiana Ave.
2940	Kulwinder Food Mart I	905 Indiana Ave.
2631	North 8 Oriental Store	2002 N. 8 th St.
2519	Northside Clark	2709 N. 15 th St.
2374	Save-A-Lot	1817 N. 8 th St.
2864	Sheboygan BP	1030 S. 14 th St.
2900	Super Ahorros La Jarocha	1125 Michigan Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St.
1005	Al & Als Bar & Grill	1502 S. 12 th St.
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2693	Beans on 12 th	1823 n 12 th St.

1936 Black Pig	821 N. 8 th St.
2805 Blue Harbor Resort I	725 Blue Harbor Dr.
1035 Blue Lite, The	1029 N. 8 th St.
2381 Bourbon Street Pub & Grill	1536 Indiana Ave.
1771 Bumps	1902 S. 12 th St.
1092 Diamond Daves Taco Co.	3347 Kohler Memorial Dr.
1752 End Zone, The	904 Indiana Ave.
3025 Executive Pub	723 Center Ave.
2487 Frankies Pub & Grill	2218 Indiana Ave.
3041 Game Room Pub, The	911 Indiana Ave.
2977 Geno Nottolini's Pizza	933 Indiana Ave.
3056 Gotta Getcha In Oasis	840 Wilson Ave.
2584 Guadalajara Mexican Rest.	1129 S. 8 th St.
2386 Harmony Bar I	1336 Niagara Ave.
2428 Highland House	820 Indiana Ave.
1734 Holiday Inn-Express	3823 Germaine Ave.
1810 Jakums	2601 N. 15 th St.
2726 John Michael Kohler Arts	608 New York Ave.
2807 Knights of Columbus I	833 Center Ave.
2911 Lakeshore Technical College	712 Riverfront Dr.
1795 Luigis Italian Restaurant	2910 Kohler Memorial Dr.
2740 Mannings Irish Pub I	3015 N. 15 th St.
2301 Mojo	1235 Pennsylvania Ave.
1233 Mucky Duck Shanty, The	701 Riverfront Dr.
1234 Muellers Bar	1501 Union Ave.
3066 N Z's Bar & Grill	1022 Michigan Ave.
2563 Penn Ave Pub II	827 Pennsylvania Ave.
3001 Ranieri's Four of a Kind	811 Indiana Ave.
2030 Rewind	1002 Michigan Ave.
1288 Riverview Club	626 N. 15 th St.
1303 Rupps Lodge	925 N. 8 th St.
2135 Sandee's Cool Runnings	1202 Michigan Ave.
1925 Screamers	2201 N. 15 th St.
1345 Sheboygan Outboard Club	732 N. Water St.
1286 Sheboygan Riverside Boat Cl	1228A Wisconsin Ave.
1353 Sheboygan Yacht Club	214 Pennsylvania Ave.
3036 Shipwrecked Bar & Grill	902 Indiana Ave.
1360 Slys Midtown Saloon	508 N. 8 th St.
2943 Superior Bar & Grill	2607 Superior Ave.
1890 Suscha Super Bar	1054 Pennsylvania Ave.
2142 Talk of the Town	3023 N. 15 th St.
1397 Tappers Bar & Grill	1702 S. 17 th St.
2566 That Place on 8 th	1432 S. 8 th St.
1419 The Bunker	1138 Union Ave.
1411 Tommys Bar	2335 N. 15 th St.
2774 Union Ave Tap	1401 Union Ave.
2427 Urbane	1231 N. 8 th St.
1420 VFW Post 9156	552 S. Evans St.
1083 VibeZ	2513 S. 8 th St.
2513 Vreekes Tavern I	935 Michigan Ave.
2921 Walkabout, The	2401 Calumet Dr.
1764 Water Street Pub	931 N. 12 th St.

2029 Weill Center	826 N. 8 th St.
2760 Weimann's Sport Center	4604 S. Business Dr.
2100 Whats Up	1635 Michigan Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2299	Chinatown Kitchen	1107 N. 8 th St.
2706	Fayes Pizza	1821 Calumet Dr.
2445	La Conquistadora LLC I	1218 Indiana Ave.
3034	Marc Cinemas	3226 Kohler Memorial Dr.
2998	Pete's Little Chicago LLC	1402 S. 8 th St.
3018	Pho Vn	2209 S. Business Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2339	Toy's Thai Laos Restaurant	1229 N. 8 th St.
1809	The Wharf	733 Riverfront Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2706	Fayes Pizza	1821 Calumet Dr.
3034	Marc Cinemas	3226 Kohler Memorial Dr.
2998	Pete's Little Chicago LLC	1402 S. 8 th St.
3018	Pho Vn	2209 S. Business Dr.

VI

R. C. No. _____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 19, 2014.

Your Committee to whom was referred R. O. No. 58-14-15 by the Fire Chief submitting his report for the period commencing January 1, 2013, and ending December 31, 2013; 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

IV

II

5.5

R. O. No. 58 - 14 - 15. By FIRE CHIEF. June 2, 2014.

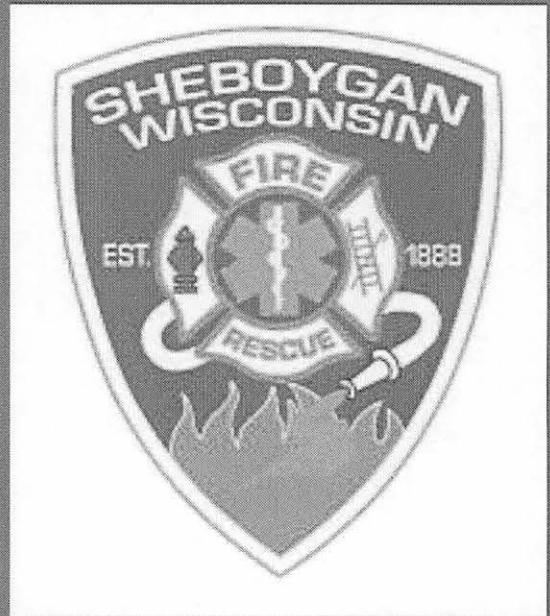
Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2013, and ending December 31, 2013.

~~PP+S.~~
Acc File

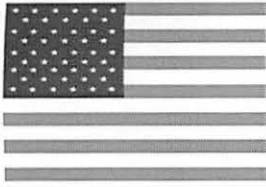
Fire Chief

2013

Annual Report



City of Sheboygan
Fire Department



Department Mission

The Sheboygan Fire Department is dedicated to serving all who live, visit, work and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency and non-emergency medical services, code enforcement and education, at the highest professional level in a compassionate, ethical, and cost effective manner.

Department Vision

The Sheboygan Fire Department will continue to provide response times consistently within the guidelines of NFPA 1710, with up to date emergency vehicles/equipment and an adequate number of highly trained personnel, focused on saving lives and preventing property damage. A movement towards a regional based fire protection/shared services system would stabilize the cost of fire/EMS protection for the citizens of Sheboygan, drastically improve response times and fire/EMS protection in the neighboring communities, and increase the availability of timely resources for the entire area. This cooperative effort would bring together local governments, citizens, firefighters and EMS personnel working together towards a common goal of saving lives, property, and community assets, while protecting the investments and employment base of private enterprise.



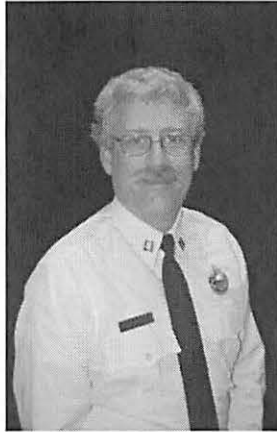
FIREFIGHTERS TRAIN WITH
COAST GUARD ON ICE RESCUE
RESPONSE.



Sheboygan Fire Department Management and Administrative Staff



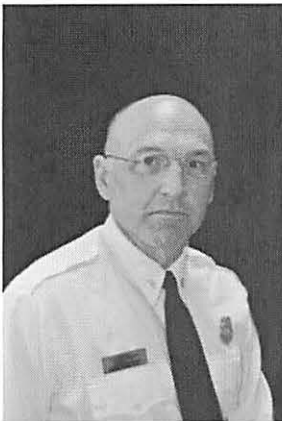
FIRE CHIEF – JEFFREY HERMANN
CHIEF OF THE DEPARTMENT
(RETIRED IN 2013)



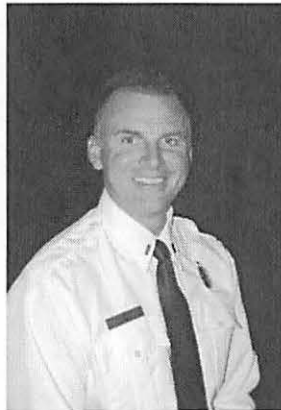
ASSISTANT CHIEF – VERNON KOCH
ASSISTANT CHIEF OF THE DEPARTMENT



DEPUTY CHIEF – CHARLES BUTLER
EMS/HEALTH AND SAFETY
EMERGENCY MANAGEMENT



COMMANDER – KEITH RISSE
SHIFT COMMANDER A SHIFT
TRAINING



COMMANDER – DEAN KLEIN
SHIFT COMMANDER B SHIFT
SUPPORT SERVICES



COMMANDER – GARY KOLBERG SHIFT
COMMANDER C SHIFT
CODE ENFORCEMENT

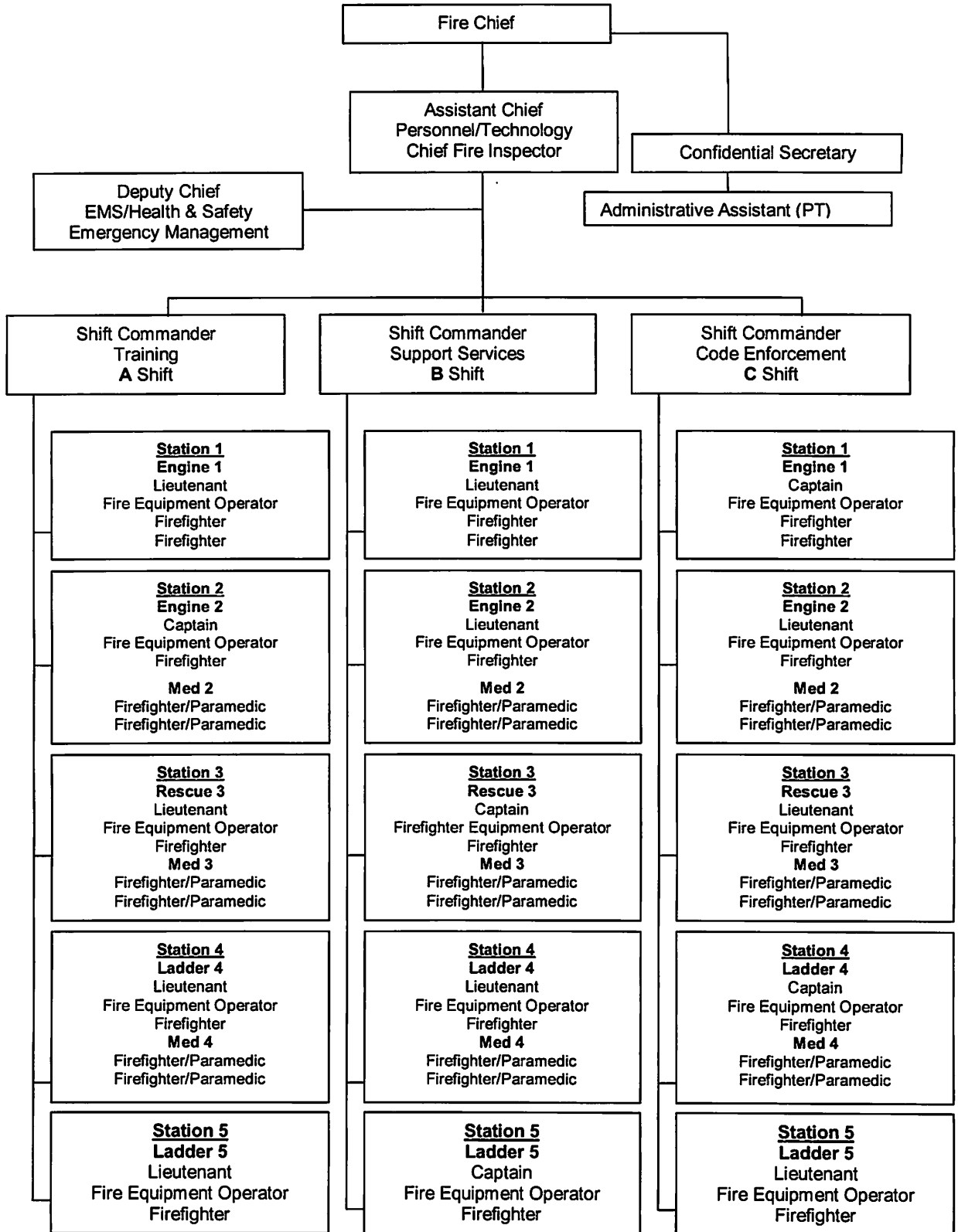


CONFIDENTIAL SECRETARY
LISA HORN



ADMINISTRATIVE ASSISTANT
JENNIFER ALBRIGHT

Sheboygan Fire Department Annual Report | 2013



Sheboygan Fire Department Annual Report | 2013

Sheboygan Fire Department Stations

	<p>Fire Station #1 833 New York Avenue Engine 1 Trench Rescue Trailer Fire Boat Average Daily Staffing: 3</p>
<p>Fire Station #2 2413 South 18th Street Engine 2 Med 2 Mobile Operations Command Post Vehicle Average Daily Staffing: 4</p>	
	<p>Fire Station #3 1326 North 25th Street – Department Headquarters Rescue 3 Med 3 Shift Commander Car Med 6 (Reserve Ambulance) Average Daily Staffing: 4</p>
<p>Fire Station #4 2622 North 15th Street Ladder 4 Med 4 Engine 6 (Reserve Engine) Average Daily Staffing: 4</p>	
	<p>Fire Station #5 4504 South 18th Street Ladder 5 Engine 7 (Reserve Engine) Average Daily Staffing: 2</p>

Services Provided by the Sheboygan Fire Department

Fire Suppression and Rescue	Code Enforcement
Rope Rescue	Building Plan Review
Excavation Rescue	Fire Safety Training for Businesses
Confined Space Rescue	Medical Transports
Water/Ice Rescue	Public Service/Assistance
Automobile and Industrial Extrication	Hazardous Materials Response
Emergency Management	School Fire Safety Education
Advanced Life Support Response	Special Event Standby
Fire Safety Building Inspections	

Equipment, Facilities, and Vehicles Status Update

Equipment

- Five new chainsaws were purchased to replace older and obsolete models.
- Self Contained Breathing Apparatus (SCBA) Respirators were all tested and certified. All department SCBAs are nearing the end of their service life and are to be replaced in 2017.
- Breathing-air compressor was serviced and air quality was tested.
- All Hurst extrication equipment was tested and serviced.
- Purchased 15 new helmets and 8 complete sets of structural firefighting protective clothing.
- Replaced outdated supplied air respirator cylinders.
- Purchased additional rescue equipment including a BiPod device and additional rope rescue hardware.

Facilities

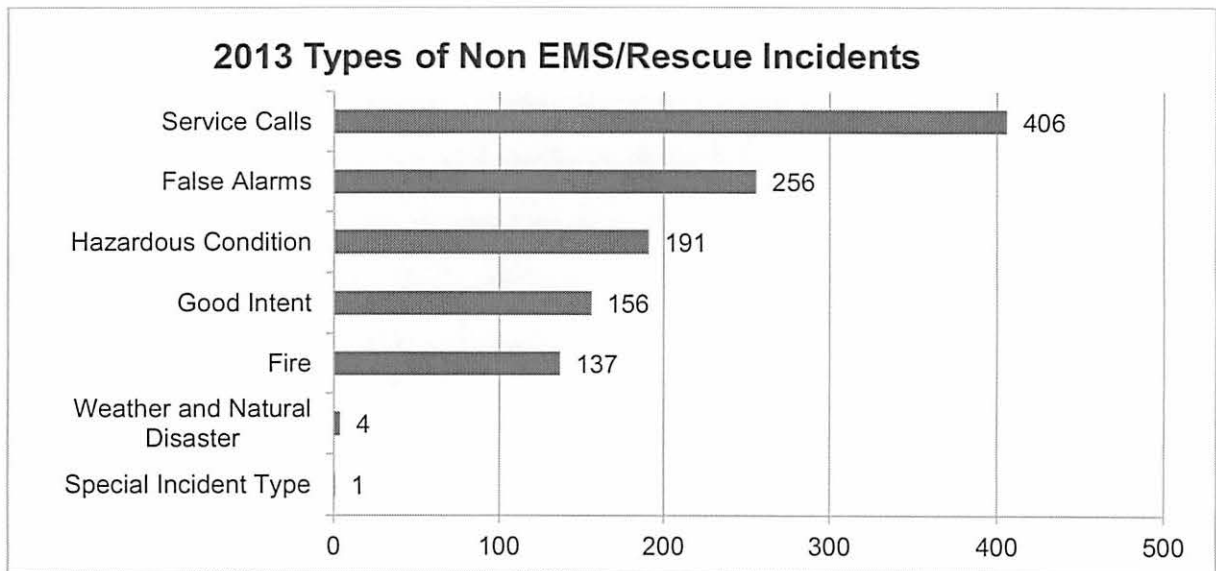
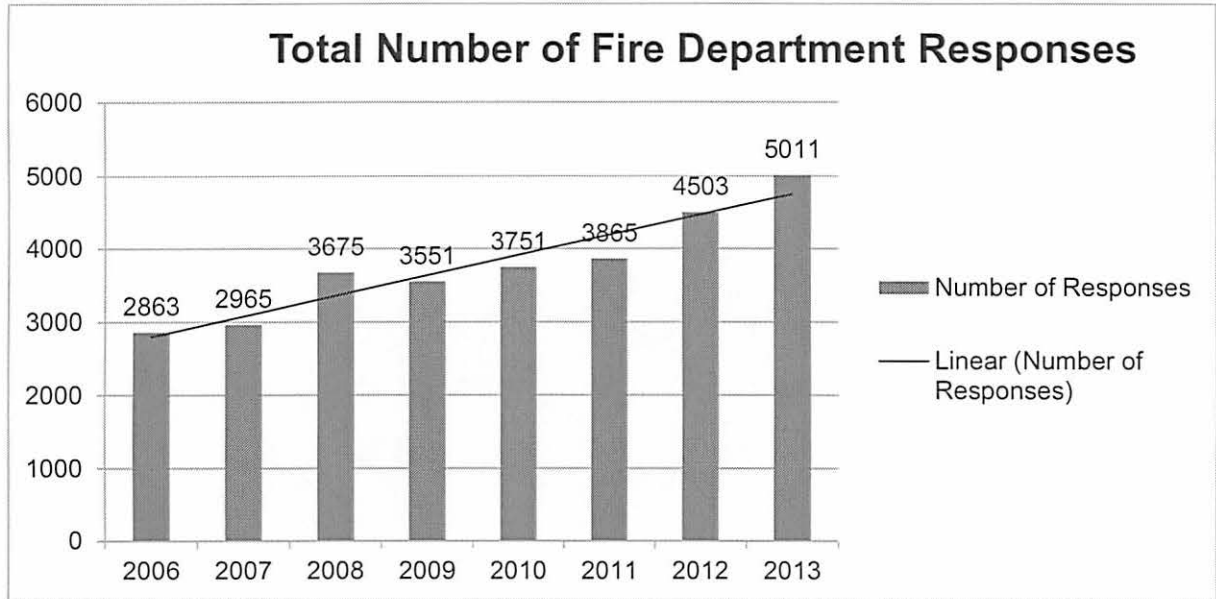
- Tuckpointing on the masonry at Station #4 was completed. Roof replacement process was started to address leaks.
- Kitchen at Station #2 was updated with new countertops and the addition of a dishwasher.
- All stations were inspected and brought up to code for commercial water supplies.
- Apparatus area heating at Station #3 and #4 was repaired.

Vehicles

- All fire apparatus equipped with a pump had annual pump testing and recertification.
- A new 2014 Chevrolet Silverado Pick Up Truck Battalion Chief vehicle was purchased to replace the 1995 Suburban.
- The process was started for the purchase of a new Pierce Manufacturing Pumper. Delivery expected in 2014.
- New Tires were installed on Engine #1, Engine #2, Med #2, Med #3, Med #4 and Rescue #3.
- Leaf springs were replaced on Ladder #5.
- Cracks discovered in the body of Rescue #3 were repaired.
- Fleet maintenance through the Department of Public Works continues for both routine maintenance and repairs.

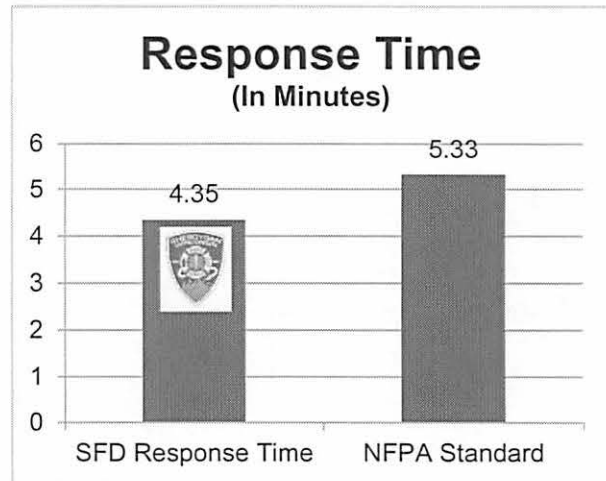
Response Statistics

Total Number of Responses

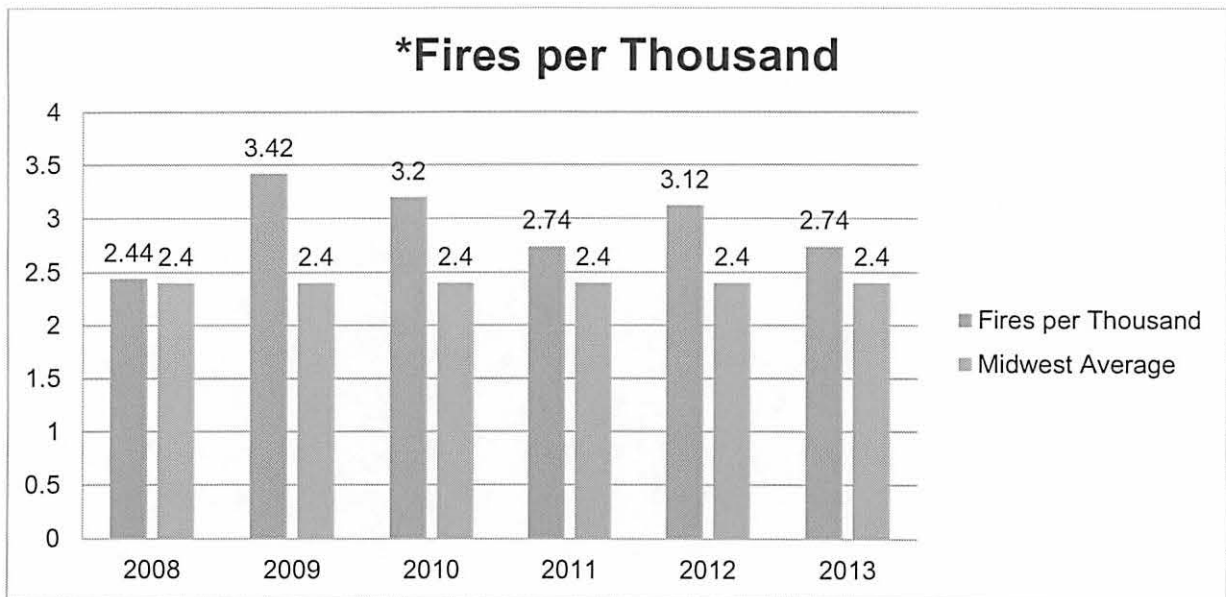


Response Time

The measure of any organization's effectiveness in a given area requires determining what is expected of that organization by some standard and to then determine the organization's position relative to that standard. For fire department effectiveness in the realm of mitigating emergency incidents such as fire and EMS delivery, an enormous factor is response time. The Sheboygan Fire Department has been proactive and diligent in assuring that response time to requests for help meets or exceeds the standards established by the National Fire Protection Association (NFPA) for career departments. In fire and EMS response, the time from the occurrence of an emergency situation to the time the department can arrive and begin to correct the problem is literally a matter of life and death. For EMS responses, it is a matter of correcting a potentially life-threatening situation before the situation becomes irreversible or in the case of a fire, reaching potentially viable fire victims prior to being unable to escape and to contain a growing fire to its area of origin as soon as possible. Above is representation of the Sheboygan Fire Department's average response time to all incidents in the City of Sheboygan relative to the standard set forth by NFPA for career departments. This includes both EMS and Fire responses.

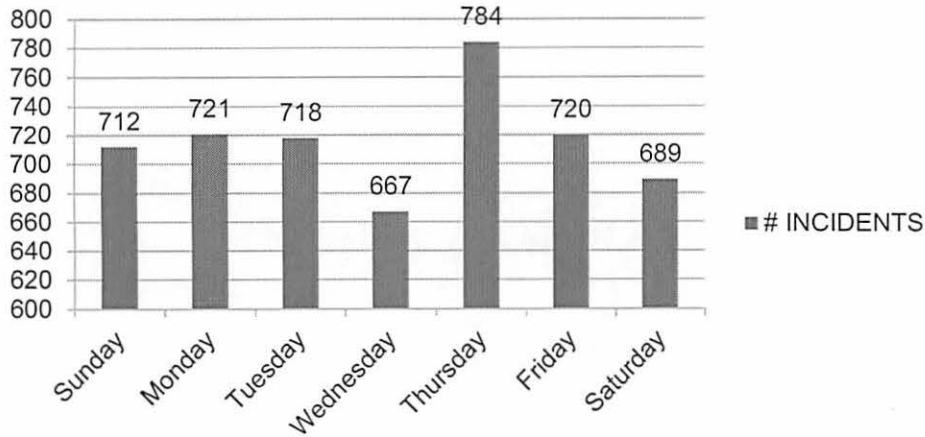


The measure of any organization's effectiveness in a given area requires determining what is expected of that organization by some standard and to then determine the organization's position relative to that standard. For fire department effectiveness in the realm of mitigating emergency incidents such as fire and EMS delivery, an enormous factor is response time. The Sheboygan Fire Department has been proactive and diligent in assuring that response time to requests for help meets or exceeds the standards established by the National Fire Protection Association (NFPA) for career departments. In fire and EMS response, the time from the occurrence of an emergency situation to the time the department can arrive and begin to correct the problem is literally a matter of life and death. For EMS responses, it is a matter of correcting a potentially life-threatening situation before the situation becomes irreversible or in the case of a fire, reaching potentially viable fire victims prior to being unable to escape and to contain a growing fire to its area of origin as soon as possible. Above is representation of the Sheboygan Fire Department's average response time to all incidents in the City of Sheboygan relative to the standard set forth by NFPA for career departments. This includes both EMS and Fire responses.



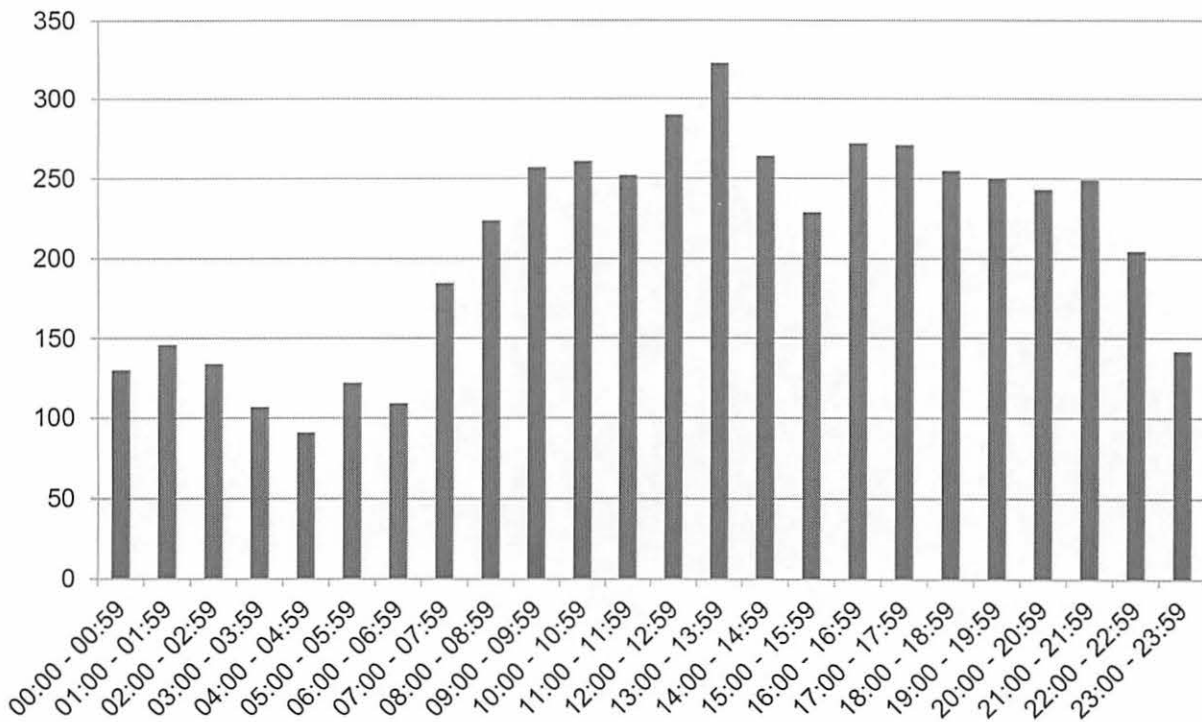
*Data for Average is from 2011 NFPA survey of fire departments U.S Fire Experience for Midwest Cities 50,000-99,000.

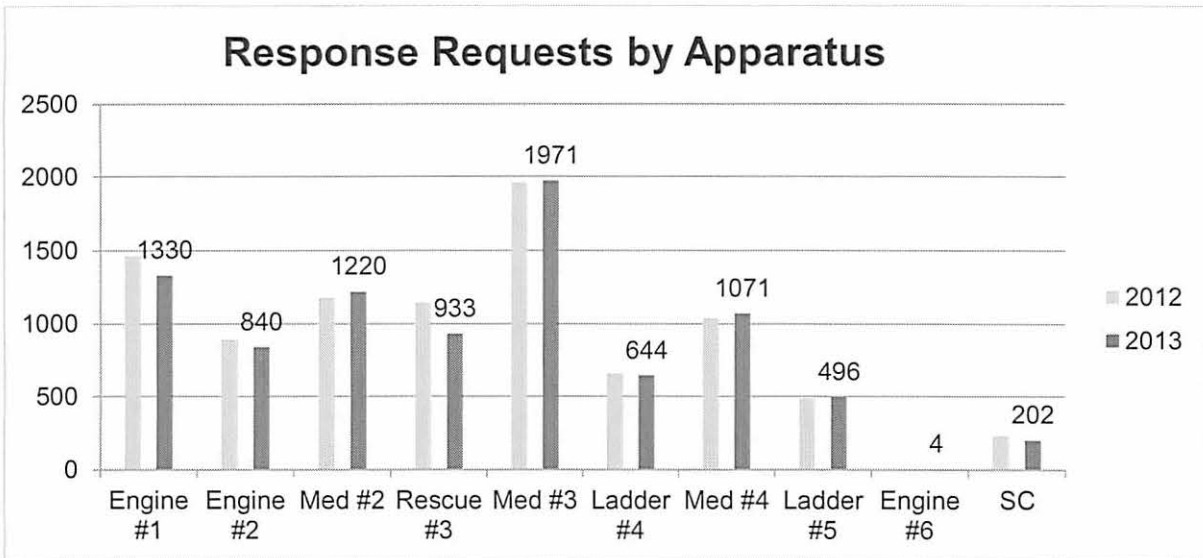
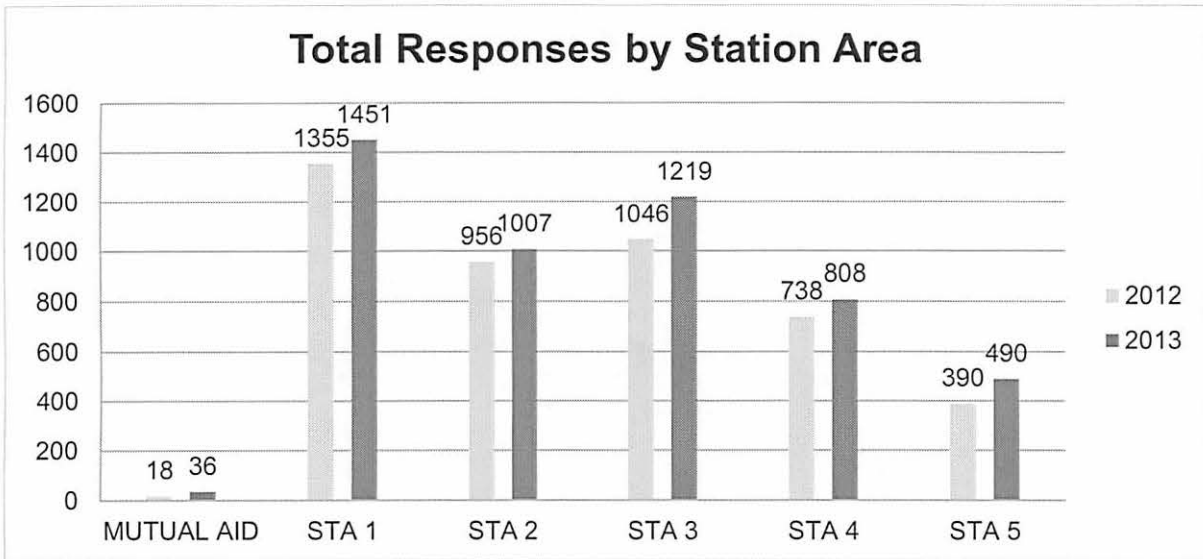
2013 Calls by Day of Week



The *Calls by Day of Week* and *Calls by Time of Day* graphs are indicators of when requests for the Fire Department occur in Sheboygan. While there are some patterns that are seen, these graphs match trends nationally overall and also indicate that requests happen at all times.

2013 Calls by Time of Day





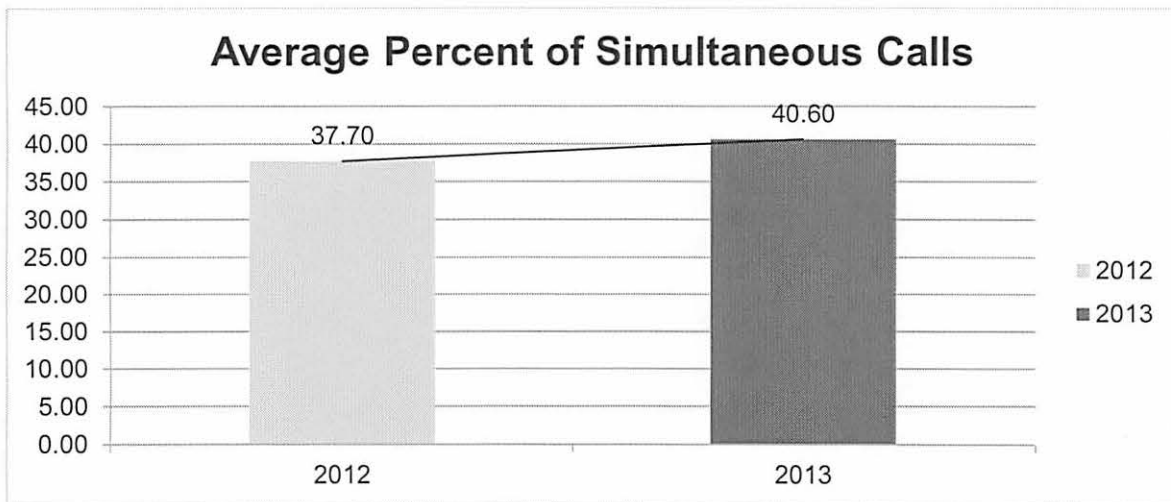
The *Response Requests by Apparatus* graph is a representation of the total number of times that a specific fire unit was dispatched as part of a response. This is an indicator of the multiple unit assignments that occur rather than a one-for-one apparatus response to call number. The average number of vehicles assigned is 1.75 apparatus per response. The majority of fire department responses are assigned two units primarily due to the number of emergency medical call response requests. More complex incidents will require more vehicles and manpower and working fire responses may have as many as 10 units assigned.

The *Response Requests by Station Area* graph is the total number of incidents for 2013 as divided by Fire Station Single Alarm response area as designated by the fire department. These response areas are established to maintain appropriate response times as set forth by the National Fire Protection Association (NFPA).

Mutual Aid Given/Received

	2012	2013
Incidents with Mutual Aid Received	5	7
Incidents with Mutual Aid Given	8	9
Other Responses Outside of City	5	20

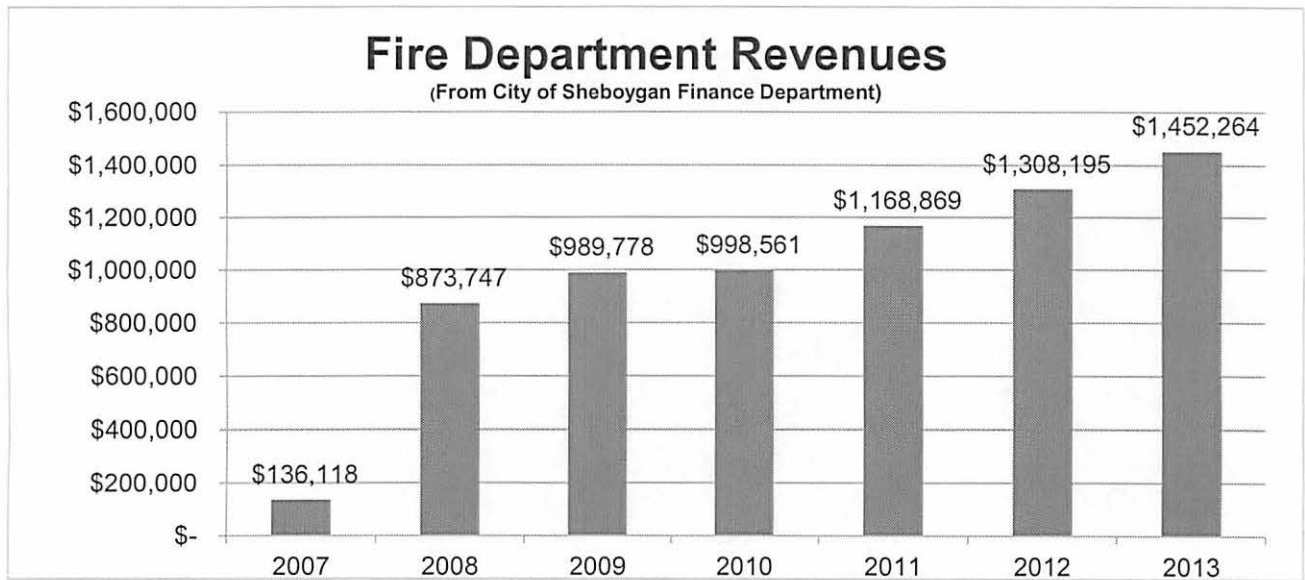
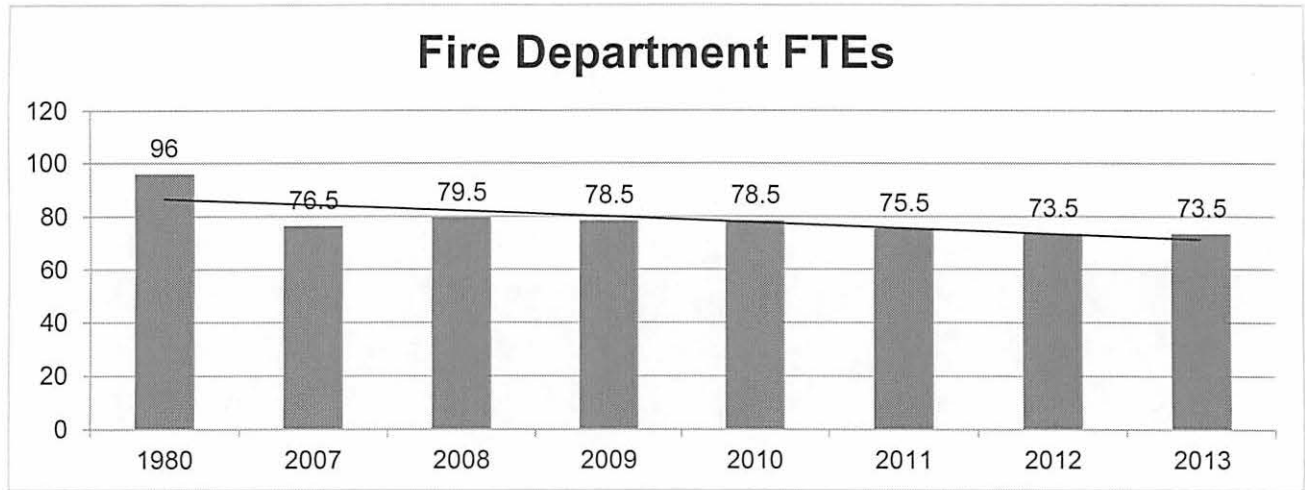
Concurrent Calls

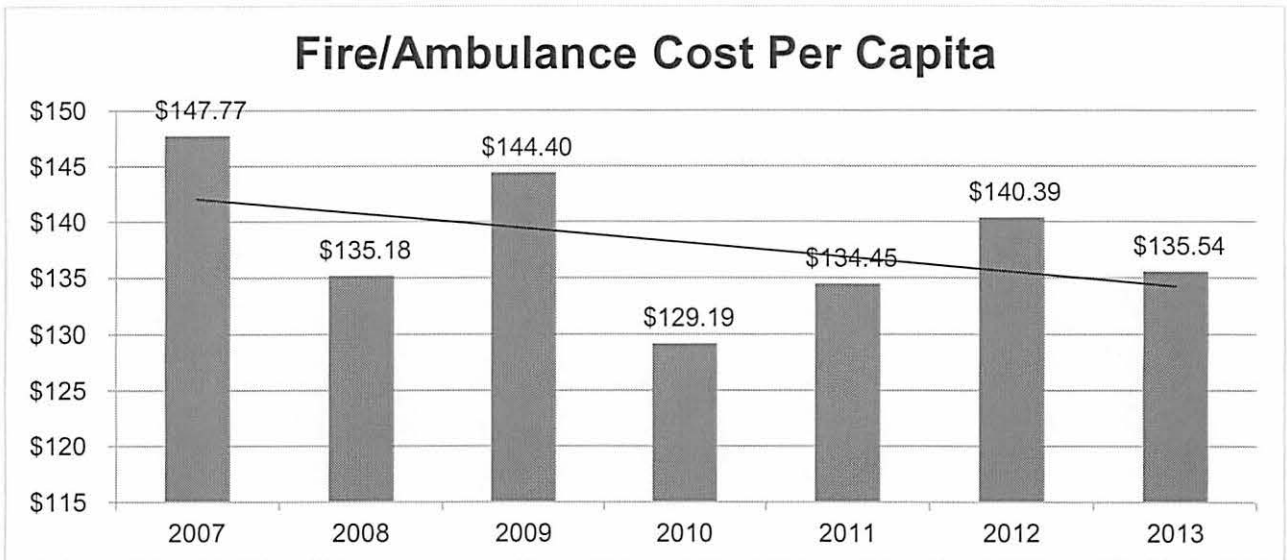
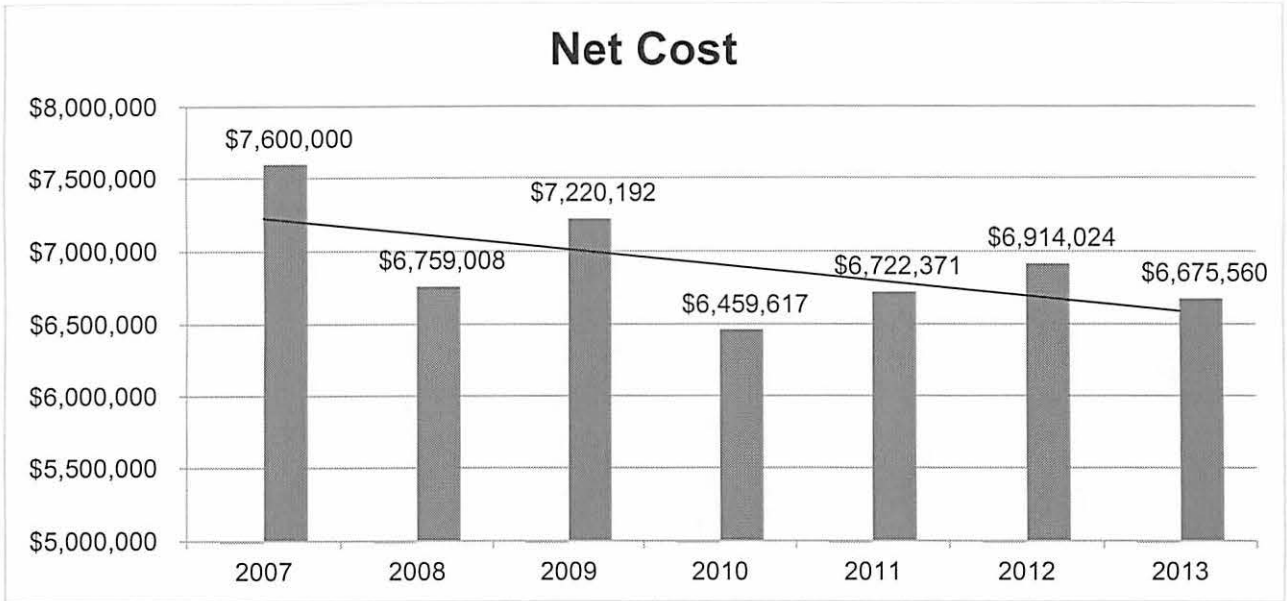


The measure of simultaneous calls represents the percentage of total call requests for the fire department while another call or multiple calls are already in progress. Generally speaking the call requests are random and in 2013 there was an increase in call volume thereby increasing the percentage of simultaneous calls and the deeper utilization of department resources.

Fire Deaths

	2012	2013
Fire Deaths	0	1





According to Ehlers Financial Advisors State Median Fire and Ambulance is \$182.00.

Sheboygan Fire Department Annual Report | 2013

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	53	1.06%
112 - Fires in structure other than in a building	2	0.04%
113 - Cooking fire, confined to container	40	0.80%
117 - Commercial Compactor fire, confined to rubbish	1	0.02%
118 - Trash or rubbish fire, contained	1	0.02%
121 - Fire in mobile home used as fixed residence	1	0.02%
131 - Passenger vehicle fire	14	0.28%
132 - Road freight or transport vehicle fire	1	0.02%
142 - Brush or brush-and-grass mixture fire	6	0.12%
143 - Grass fire	1	0.02%
151 - Outside rubbish, trash or waste fire	7	0.14%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
162 - Outside equipment fire	6	0.12%
164 - Outside mailbox fire	1	0.02%
231 - Chemical reaction rupture of process vessel	1	0.02%
251 - Excessive heat, scorch burns with no ignition	3	0.06%
300 - Rescue, EMS incident, other	18	0.36%
311 - Medical assist, assist EMS crew	342	6.82%
320 - Emergency medical service, other	15	0.30%
321 - EMS call, excluding vehicle accident with injury	3287	65.60%
322 - Motor vehicle accident with injuries	129	2.57%
323 - Motor vehicle/pedestrian accident (MV Ped)	13	0.26%
324 - Motor vehicle accident with no injuries.	13	0.26%
331 - Lock-in (if lock out , use 511)	10	0.20%
341 - Search for person on land	2	0.04%
350 - Extrication, rescue, other	1	0.02%
351 - Extrication of victim(s) from building/structure	1	0.02%
352 - Extrication of victim(s) from vehicle	10	0.20%
353 - Removal of victim(s) from stalled elevator	10	0.20%
354 - Trench/below-grade rescue	1	0.02%
361 - Swimming/recreational water areas rescue	1	0.02%
381 - Rescue or EMS standby	3	0.06%
400 - Hazardous condition, other	1	0.02%
410 - Combustible/flammable gas/liquid condition, other	1	0.02%
411 - Gasoline or other flammable liquid spill	18	0.36%
412 - Gas leak (natural gas or LPG)	24	0.48%
413 - Oil or other combustible liquid spill	24	0.48%
421 - Chemical hazard (no spill or leak)	1	0.02%
422 - Chemical spill or leak	55	1.10%
423 - Refrigeration leak	1	0.02%
424 - Carbon monoxide incident	24	0.48%
440 - Electrical wiring/equipment problem, other	5	0.10%
441 - Heat from short circuit (wiring), defective/worn	3	0.06%
442 - Overheated motor	8	0.16%
443 - Breakdown of light ballast	3	0.06%

Sheboygan Fire Department Annual Report | 2013

444 - Power line down	6	0.12%
445 - Arcing, shorted electrical equipment	15	0.30%
451 - Biological hazard, confirmed or suspected	2	0.04%
500 - Service Call, other	3	0.06%
511 - Lock-out	30	0.60%
512 - Ring or jewelry removal	5	0.10%
520 - Water problem, other	4	0.08%
521 - Water evacuation	29	0.58%
522 - Water or steam leak	11	0.22%
531 - Smoke or odor removal	3	0.06%
541 - Animal problem	3	0.06%
542 - Animal rescue	17	0.34%
551 - Assist police or other governmental agency	23	0.46%
552 - Police matter	2	0.04%
553 - Public service	43	0.86%
554 - Assist invalid	171	3.41%
555 - Defective elevator, no occupants	2	0.04%
561 - Unauthorized burning	60	1.20%
600 - Good intent call, other	22	0.44%
611 - Dispatched & cancelled en route	25	0.50%
621 - Wrong location	1	0.02%
622 - No incident found on arrival at dispatch address	13	0.26%
631 - Authorized controlled burning	20	0.40%
651 - Smoke scare, odor of smoke	23	0.46%
652 - Steam, vapor, fog or dust thought to be smoke	13	0.26%
653 - Smoke from barbecue, tar kettle	1	0.02%
661 - EMS call, party transported by non-fire agency	3	0.06%
671 - HazMat release investigation w/no HazMat	35	0.70%
712 - Direct tie to FD, malicious false alarm	3	0.06%
713 - Telephone, malicious false alarm	4	0.08%
714 - Central station, malicious false alarm	4	0.08%
715 - Local alarm system, malicious false alarm	9	0.18%
721 - Bomb scare - no bomb	1	0.02%
730 - System malfunction, other	1	0.02%
731 - Sprinkler activation due to malfunction	9	0.18%
733 - Smoke detector activation due to malfunction	48	0.96%
734 - Heat detector activation due to malfunction	3	0.06%
735 - Alarm system sounded due to malfunction	33	0.66%
736 - CO detector activation due to malfunction	39	0.78%
741 - Sprinkler activation, no fire - unintentional	6	0.12%
743 - Smoke detector activation, no fire - unintentional	37	0.74%
744 - Detector activation, no fire - unintentional	1	0.02%
745 - Alarm system activation, no fire - unintentional	52	1.04%
746 - Carbon monoxide detector activation, no CO	6	0.12%
812 - Flood assessment	2	0.04%
813 - Wind storm, tornado/hurricane assessment	2	0.04%
911 - Citizen complaint	1	0.02%
TOTAL INCIDENTS:	5011	100.00%

Emergency Medical Services

The Sheboygan Fire Department has provided emergency medical care for the citizens of Sheboygan for many years and as of January 1st, 2008 has been a licensed ambulance service provider with the State of Wisconsin. The personnel of the fire department are cross-trained in both fire services and emergency medical care. This duality of skills and equipment provides a very efficient model for providing both EMS and fire services to the community at a very high level. Response time requirements based on progression timelines for both critical medical

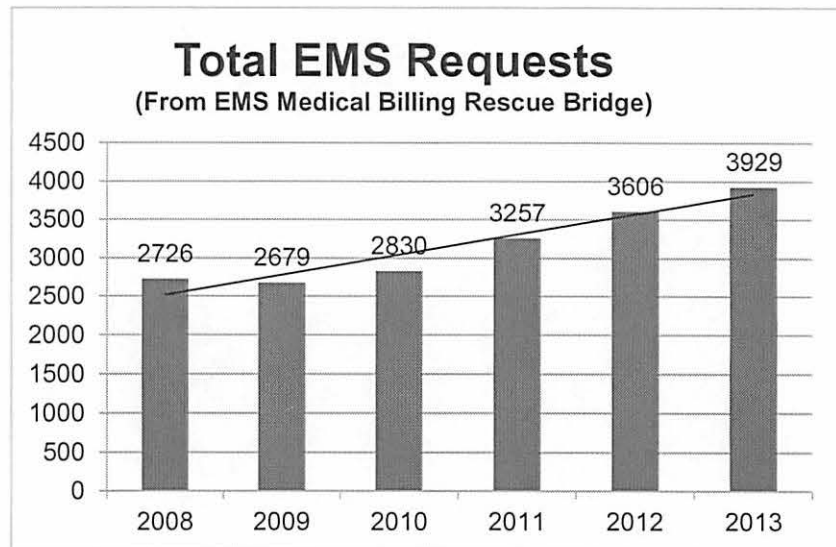


events and fires are very similar which makes the medical response pair well with the existing fire department infrastructure. When responding to fire and technical rescue related responses, the cross-trained firefighter can apply the necessary skills to the problem at hand whether it is fire or an injured person, or both.

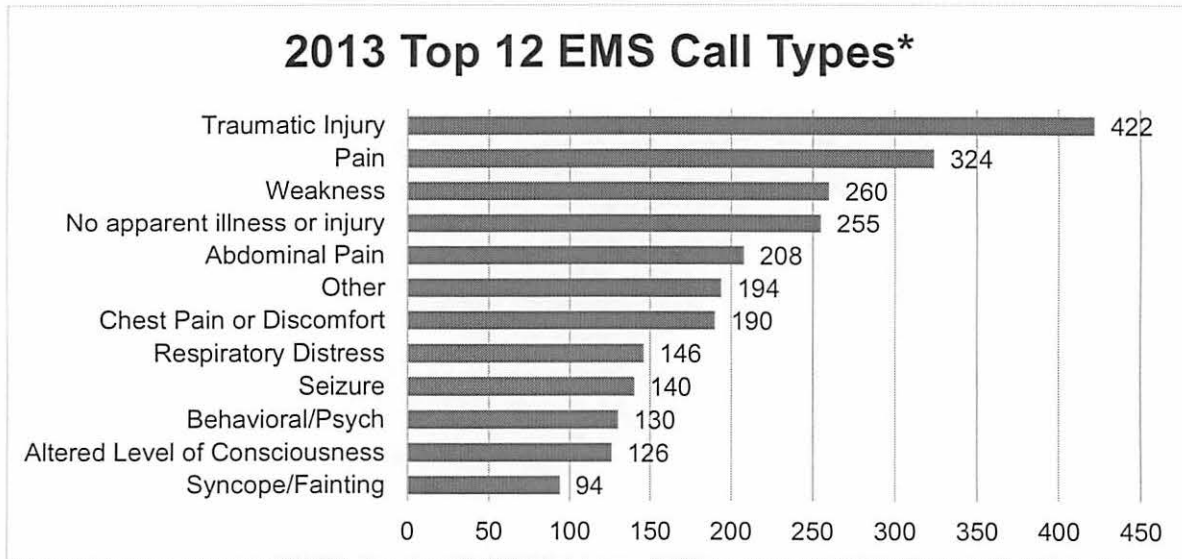
In 2013, the fire department responded to nearly 4000 requests for medical service. A breakdown of those requests by year over the past five years can be seen in the graph below. Of those responses, approximately 81% of those patients got transported to either a local facility, or to a facility outside of the city in order to get a higher level of care. Many of those people get care on scene and avoid a trip to the hospital by ambulance.

In 2012, the fire department changed medical directors. Dr. Steven Zils has agreed to fulfill the responsibilities of Service Medical Director. As a result of that new relationship, the department has been able to continue serving at a high level and also move forward with new medical protocols, more consistent training, and as of January 1st, 2013 licensure as a Critical Care Service. The

upgrade in training and equipment will increase the department's ability to manage certain critical patients in the field and during interfacility transports.



The number of EMS responses by the fire department compared to other types of requests is very consistent with departments across the country according to the National Fire Protection Association statistics for fire responses. This holds true even for departments who do not provide ALS transport services. This is due largely to the fact that those departments provide for first response and other supportive duties to those incidents as well.



*DATA IS FROM RESCUE BRIDGE REPORTING SOFTWARE BY PROVIDER IMPRESSION

Health, Wellness and Safety

The personnel of the fire department are its most valuable asset. The importance of the health and well being of those individuals cannot be overstated. The ability of firefighters to carry out their mission in service to the public requires that they be physically fit, protected from injury, and cared for properly if injuries or exposures would occur. Like any quality business, the safety of its employees is at the top of the priority list and is probably mandated through statute and through industry standards. The Sheboygan Fire Department is dedicated to protecting the safety of its employees.

The use of respirators is vital to the service provided by the department and the Sheboygan Fire Department maintains an Occupational Health and Safety Administration (OSHA) compliant respiratory protection program as mandated in SPS 330; complete with all of the requirements including education, medical testing, fit testing of respirators, equipment purchasing, and maintenance and testing of all equipment including respirators and air supplies.



As part of the respiratory protection program, the department provides for medical clearance and testing to assure that employees are fit to be wearing and working using respirators. In 2013, all department personnel required to use respiratory protection were tested and cleared.

In addition to the respiratory mask fit testing performed for its members, the Sheboygan Fire Department provided fit testing services to 8 county fire departments and the Sheboygan County Health and Human Services Office. The revenue from these services, as planned, will assist in replacement of the equipment at the end of its service life and also is an example of shared services between governmental agencies as well as private businesses.

Safety Committee

The Sheboygan Fire Department safety committee is composed of representatives from all stations as well as staff of the department. The group meets several times throughout the year to discuss and address matters of safety concern for the employees of the department. Items such as day-to-day procedures, fireground operations, and station safety are just some of the topics discussed.

Fire Prevention and Public Education

In an effort to reduce the loss of life, injury, and property loss in the City of Sheboygan, the Sheboygan Fire Department is dedicated to providing education to the public as part of its mission.



As the hazards presented to the public change, so will the program offerings to the public. It is the department's intent to keep the education of our firefighters current to better offer training to the public about the hazards faced by members of the public and how to better avoid them.

While it is a core mission of the Sheboygan Fire Department to respond to and mitigate incidents in the City of Sheboygan, it is also the department's mission to reduce the number and severity of those incidents by proper code development and enforcement, effective and efficient response, and ongoing public education. It is through this continuous and

comprehensive program of education that the department maintains a culture of safety in the community.

This general program area of public education is vital to the success of the fire department mission. The funding for the materials used for the school programs is largely generated through a program developed and operated by the National Fire Safety Council (NFSC). Each year, local businesses are solicited for donations toward the program by NFSC on the department's behalf and those funds are used by the department to purchase all of the fire prevention materials used in the public education programs delivered in the schools.

Elementary School Programs

The Sheboygan Fire Department provides for fire and general safety education to students in grades kindergarten through fourth grade through a comprehensive program that reaches every school age child in the City of Sheboygan for five years running. This program uses materials from the National Fire Safety Council and is delivered by station personnel in the schools. In 2013, the Sheboygan Fire Department gave approximately 130 individual programs in the schools and had personal contact with approximately 4500 children with fire safety messages and activities. This continued program is a major contributing factor to the culture of safety in this community.



FAMILIES PARTICIPATE IN ACTIVITY GAME DESIGNED AND BUILT BY DEPARTMENT MEMBER

Career Connections

The Sheboygan Fire Department participates in the Career Connections program at Lakeshore Technical College in an effort to bring information to high school students from the area about the fire service as a career. An effort is made to encourage students of all backgrounds to consider the fire service for their career.

Aurora Bicycle Helmet Program

The Sheboygan Fire Department partners with Aurora Sheboygan Memorial Hospital and utilizes fire station locations as a venue for their bicycle helmet program. This allows this program to reach children and adults in all areas of the city with the message of bicycle safety and proper fit and wearing of bicycle helmets.

2013 Fire Academy

The Fire Academy program is held once a year as part of the department's complete school program delivery with the intent of educating children in a progressive manner about fire safety and accident prevention. This program is held at Fire Station #3 and is primarily geared toward smaller schools and home schooled children. This year nearly 200 students, teachers, and parents attended this year's Fire Academy.



The overall benefit to the community is the continued safety awareness education of our children. This particular program specifically benefits the smaller schools as well as the department by providing an efficient way to meet the needs of these schools that have limited enrollments.

Safety Town

The fire department participates annually with other emergency response entities to educate children about various safety topics and behaviors. This includes educational activities as well as exposure to the fire department through the use of tours and interactive activities.

The direct benefit of the program is the increased safety awareness for those who are in attendance. The indirect benefit is a better working relationship and interaction between the various local response agencies involved in the program.

Fire Extinguisher Training Program

The department has special props designed for the purpose of teaching fire extinguisher safety and use to businesses and organizations and their employees. Companies served with fire extinguisher training in 2013 included Alliant Energy, Lakeshore Community Health Center, Mayline, Sheboygan Senior Community, Sheboygan County, Vollrath, and Wisconsin Public Service.

The department fire extinguisher training program is designed to increase awareness, skill, safety and confidence for members of the public in the area of fire extinguishers, thus increasing safety and decreasing fire loss.

Rockets for Schools Program

The Sheboygan Fire Department works cooperatively with the organizers of the Rockets for Schools program in an effort to provide a safe environment with closely staged medical and fire protection for the rocket launch events. This program is considered an activity that has an increased potential for incident due to the propellants used for the rockets.

The benefit of having the fire department stage fire and EMS resources is a reduction in response delay in the event of any incident as well as a general safety presence to proactively address any unsafe conditions or acts. At the Horace Mann site, an engine company is provided and at the South Pier site, a fire apparatus and an EMS unit are provided.

Parades (4)



The Sheboygan Fire Department participates with 1-2 vehicles in the Fourth of July Parade, Sheboygan Bratwurst Day Parade, Memorial Day Parade, and the Holiday Parade.

The Sheboygan Fire Department has been a long standing participant in the parade events in the City of Sheboygan. Our involvement in these events promotes a sense of community by displaying various pieces of apparatus in parades and generally supporting parade events to help with their continued success. The fire department's presence creates an awareness of the fire department in the community and aids in the positive promotion of safety.

Medical and Fire Stand Bys

The fire department plays a huge role in the general safety of the community and the events that take place in our community. In addition to those events mentioned above, the following is a list of other events in 2013 where the department played a role in providing medical and fire protection coverage.

- Rockets for Schools
- Washington School Closing
- Vince Lombardi Clinic Picnic
- The Polar Bear Plunge
- The Fourth of July festivities including the fireworks and the Cardboard Boat Regatta
- The Miesfeld's Lakeshore Weekend Kids Fest
- The XTerra Triathlon
- Scenic Shore 150
- Recreation Department Summer Carnival
- Acuity Health Challenge
- Harvest Fest Half Marathon and 10K
- North and South High School Events
- Sheboygan Youth Football Events
- Sheboygan International Day/Bike Race

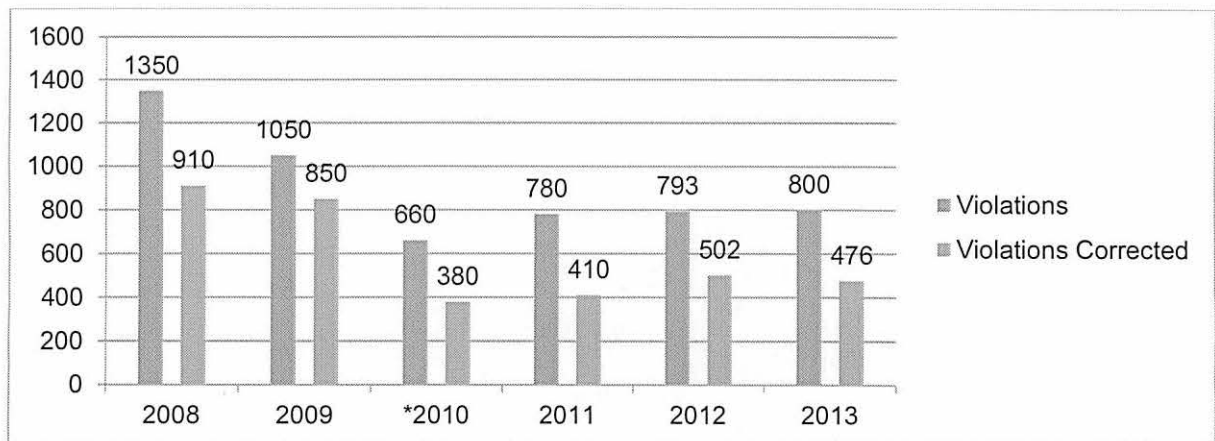
Station Tours

As always, the fire department has provided tours of the fire stations and apparatus to families and organizations from the City of Sheboygan. This gives the fire personnel the opportunity to showcase the fire department to the public and to reach out to small children and families with the message of fire safety.

Fire Inspection

As mandated by statute, the Sheboygan Fire Department inspects all businesses and residential facilities of three family and larger for potential fire violations and general safety concerns. These inspections are carried out primarily by line firefighters as a normal part of their annual duties. The fire inspection program for the department is coordinated by Battalion Chief Gary Kolberg. In 2013, the department completed approximately 1800 fire inspections. These twice-per-year inspections by line personnel began in 1986 and as a result of that process there has been increased awareness of violations and safety issues by property owners in Sheboygan and numerous corrections made for existing violations. Value added components to these inspections are better relationships with business owners in general and better awareness and familiarity for firefighters with buildings in the City of Sheboygan.

In 2013, a program was being developed to conduct these inspections electronically. The use of this program will cut down on paper record keeping and will also provide for a better historical record of inspections and will make the process of following up on violations more efficient. This program builds on the fire department Emergency Reporting Software already being used by the department for many of its other record keeping responsibilities. The hope is that it will integrate with other software programs that are being used by the city to create better communication and data access for all departments in the city such as building inspection. It is expected that this program will be fully implemented in 2015.



*In 2010, inspections were reduced to once per year for most occupancies in the City of Sheboygan.

Fire Investigation

As a result of the elimination of positions in the Fire Prevention Bureau and the subsequent redistribution of duties, the fire investigations by the department are being performed by a core of investigation trained personnel from within the fire department and the police department. The department also has participation and membership with the Sheboygan County Fire Investigation Unit which is a county team comprised of investigation trained individuals from various fire departments within the county.



BURNED INTERIOR ROOM IN A LOCAL RESIDENCE.



BURNED REMAINS OF A BED IN A LOCAL RESIDENCE

Members from our department assist with investigations in the areas of the county outside of the city and also members from outside of the city assist our department from time to time with large investigations in the city. This relationship utilizes the concept of shared resources to properly perform mandated investigations of fires for cause and origin as well as potential criminal investigation if necessary. A working relationship with the City of Sheboygan Building Inspection Department is also a very important part of our investigation process that utilizes expertise and experience in other areas of building inspection to determine causes of fires.

Members of the Investigation Team must complete an initial 20 hour basic class in investigation which is presented by the Wisconsin Chapter of the International Association of Arson Investigators (IAAI). Additional training is gathered through seminars, additional classes through the IAAI, and meetings of the Sheboygan County Fire Investigation Unit.

Fire Investigators for the City of Sheboygan are:

- Assistant Chief Vernon Koch
- Deputy Chief Charles Butler
- Captain Ken Molitor
- FF/Paramedic Nic Noster
- FF/Paramedic Tyler Meyer
- FF/Paramedic Michael Lubbert
- FF/P Dean Bauer
- Detective Cameron Stewart



Significant Fires Investigated in 2013

According to State statute it is the responsibility of the Fire Chief to investigate all fires for origin and cause. 137 fires were investigated and documented accordingly by the Incident Commander in charge of those fires. At times, additional assistance and expertise is utilized to investigate fires. In those cases, outside investigators or members of the Sheboygan County Fire Investigation Unit are requested.

Department investigators also participated in the "Strategies of the Recorded Interview" class hosted by the Sheboygan Police Department and Acuity Insurance.

In 2013, 20 fires required a formal investigation. Of those 20, 6 fires utilized the services of the Sheboygan County Fire Investigation Unit and one required the Office of the State Fire Marshal's Office. Over 175 hours were spent investigating fire cause and origin.

The following addresses had fires that required a formal investigation:

- 1131 Oakland Avenue
- 3802 S. 17th Street
- 1109 N. 8th Street
- 1021 N. 8th Street
- 826 Taylor Parkway
- 829 S. 14th Street
- 514 N. 6th Street
- 1931 N. 11th Street
- 1706 Fox Hill Road
- 2111A N. 13th Street
- 1342 S. 22nd Street
- 1024 Kentucky Ave.
- 2801 S. 10th Street
- 1 Hickorywood Drive
- 1721 Ashland Avenue
- 1542 N. 35th Street
- 620 Broughton Drive
- 911 Bell Avenue
- 929 N. 29th Street
- 1505 Union Ave.



1990 PIERCE ARROW PUMPER SCHEDULED FOR REPLACEMENT IN 2014.

Training and Resource Development



CREW PRACTICES TECHNIQUES IN AUTOMOBILE STABILIZATION FOR EXTRICATION.

The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right. Training and preparation is tailored to create effectiveness, efficiency, and safety when the fire department responds to incidents. The Sheboygan Fire Department provides for training of its employees through many different programs using a variety of methodologies that are designed to best meet the needs of the department both fiscally and operationally. Because of the inherent dangers present in the job, many of the training areas are statutorily mandated for the protection of both the employee and the citizens they serve.

The elimination of staff positions within the department has made it necessary to alter how the department plans, prepares, and delivers training. The duties have been redistributed to numerous personnel in an effort to maintain adequate training and monitored compliance with mandatory training requirements. Training for the department is coordinated through Battalion Chief Keith Risse. One of the ways the Sheboygan Fire Department works to maintain cost effective training is through the development and utilization of in-house instructors. These instructors are from both the line and staff of the fire department. Thirteen of the department's instructors are certified through the Wisconsin State Technical College System in various areas including Emergency Medical Services, Technical Rescue, Firefighting, and Incident Management. Where no qualified instructor is available from within the department the department will occasionally send an individual to train-the-trainer education for that topic, or an outside instructor is brought to the department.

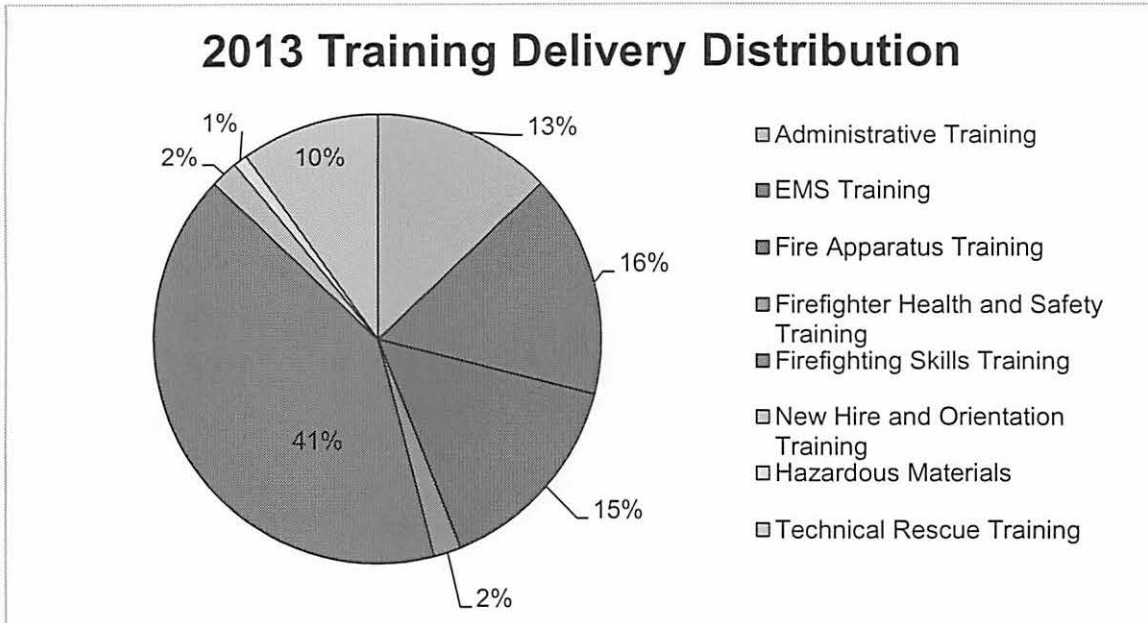


FIREFIIGHTERS TRAIN FOR RESCUE WORK USING THE LADDER AND STOKES BASKET.

The following is a partial list of the major training topics delivered in 2013:



- Personnel Accountability Training
- Bloodborne Pathogens Training
- Confined Space Rescue Training
- Critical Care Paramedic Refresher Training
- Vehicle Extrication
- Emergency Management Training
- MABAS Box Alarm Training and Drill
- Fire Boat Training
- Fire Prevention Code Review
- Paramedic Refresher Training
- Driver/Operator Training



FIRE DEPARTMENT TRAINING DISTRIBUTION BY CATEGORY FOR 2013

CATEGORY	# CLASSES	TOTAL DURATION
Administrative Training	34	66
EMS Training	43	144
Fire Apparatus Training	39	70.25
Firefighter Health and Safety Training	5	5.75
Firefighting Skills Training	108	204.5
New Hire Training and Orientation	0	0
Hazardous Materials Training	4	6
Incident Management Training	2	16.5
Technical Rescue Training	26	103.5
Total Class Time		616.5 Hours
TOTAL TRAINING MAN HOURS		6449.00

Technical Rescue

Technical Rescue can be defined as, "The aspects of saving life and property that employ the use of special knowledge, skills, and tools that go above and beyond those normally utilized during structural firefighting and emergency medical responses."

There are currently 13 disciplines that are considered to fall under the umbrella of Technical Rescue. Rope rescue, confined space rescue, trench rescue, structural collapse, vehicular and industrial extrication, and ice rescue are a few examples.

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It is federal law that employers which require their employees to perform confined space entries, must have a designated rescue team. The Sheboygan Fire Department is the designated rescue team for other city workers.

In 2013 the department continued to expand its knowledge and capability in the area of rope rescue performing several training sessions and exercises in that area. Equipment for this area is continuously being evaluated and upgraded to perform safely and efficiently.

Vehicular extrication is an ongoing training process. Several times per year, crews are able to gather at Gus Holman and practice the various techniques necessary to remove a patient from a vehicle using the Jaws of Life.

In cooperation with the Coast Guard, the department conducted ice rescue training at the marina. Required skills and tools were reviewed and used to rescue an individual that had fallen through the ice. This cooperative and department wide training is an annual event.

At the request of a local company, the department reviewed the tools, policies, and procedures that they had in place that their employees were to utilize during a confined space emergency. Fire department personnel were able to work in conjunction with company representatives, in order to improve upon these issues.

Fire Department Intern and Ride-Along Programs

In 2013, the Sheboygan Fire Department continued the agreement with Fox Valley Technical College (FVTC) to provide a site for firefighting students to serve in an intern capacity with the Sheboygan Fire Department. In 2013, the department expanded agreements with Lakeshore Technical College to support the intern program for their Fire/Medic students.

Individuals who are interested in being interns with the department must express their wishes to FVTC and they are to submit a resume along with pertinent information such as a medical physical and a drug screen. Final decision to allow the individual into the intern program lies with the Fire Chief.

Interns are fully functional firefighters that are able to assist at fires, participate in training, and do station work. They are not permitted to drive fire department vehicles or fill a full-time firefighter's position. This is considered part of their course work with the technical college so they are not compensated for their time with the department. They are considered additional personnel only and are under the day-to-day supervision of the Company Officer of the Unit to which they are assigned.

In similar agreements, the fire department continues to have a ride-along program for paramedic students or nurse-to-paramedic students from Lakeshore Technical College. These students are required to have a prescribed number of mentored hours and patient contacts as part of their coursework with the paramedic program. These students work with department preceptors to gain field experience and knowledge in their quest for paramedic licensure.

The benefit of these types of programs is great and varied. These programs allow the department to get first-hand exposure to potential employment candidates prior to a hiring process. The interaction with students in a mentoring role helps to strengthen our own staff by being current and up-to-date with what is being taught in the technical colleges. These additional hands on the apparatus are very helpful in certain situations that require more manpower to be as efficient and effective as possible. This is also a great way to assure that a well-trained core of potential workers in the area is available to serve the community.

Support Services and Maintenance

Maintenance

The proper preventative maintenance and repair program for fire department vehicles and stations is critical to ensure that they are in a continuous state of readiness and that they are completely reliable when in service and responding to incidents. Proactive maintenance schedules, daily, weekly and monthly equipment and vehicle checks are key elements to this program.

Maintenance of Sheboygan Fire Department vehicles and stations is coordinated by Battalion Chief Dean Klein. With the retirement of the Fire Department's dedicated mechanic and the subsequent changes in the assignment of duties, the Fire Department has worked cooperatively with the Department of Public Works to develop a maintenance program for fire department vehicles.



FIRE DEPARTMENT LADDER UNDERGOES ANNUAL TESTING TO ASSURE PROPER OPERATION AND SAFETY.

Because the mechanics at the Department of Public Works have limited training and experience with certain fire department specialty equipment such as pumps, ladders, etc., it is necessary to use outside vendors at times for repairs and maintenance on those pieces of equipment. The department is investigating the possibility of further training in those areas for public works mechanics to be able to bring some of those maintenance needs in-house as well.

The expected service life for fire apparatus is twenty five years for engines and ladders and ten years for ambulances. That is remarkable service considering the demanding use of these vehicles. According to the National Fire Protection Association (NFPA), front line fire apparatus should be replaced every 15 years and moved to reserve status for an additional 10 years and no fire apparatus should be in service for more than 25 years.

Firefighter Protective Clothing

According to the National Fire Protection Association (NFPA) All firefighter protective clothing for structural firefighting should be replaced every ten years regardless of condition and sooner if condition is such that it no longer provides for adequate protection for firefighters. In an effort to maintain pace with that replacement schedule, the fire department replaces approximately seven complete sets per year at a cost of about \$1800.00 per set.

Grants Awarded and Significant Donations

- The Sheboygan Fire Department submitted a grant proposal to Walmart Corporation for funds to expand our smoke detector program in the city and as a result of the proposal, the department received a \$2000.00 check to be used toward the purchase of smoke detectors. The detectors will be used in the community to assist in gaining compliance and protection for those in need.
- A generous donation from Windway Capital of \$1000.00 was also received to expand our CPR education program. Funds will be used to purchase new training aids and to partner with other agencies in 2014 to provide a large scale CPR training event.

Other Significant Activities



The firefighters of the Sheboygan Fire Department also continue to be involved in projects and programs that are beneficial to the community. In 2013, off-duty personnel assisted with the design and construction of the fire station exhibit at the Children's Museum in downtown Sheboygan. Working with other donors and volunteers, the award-winning project was a major accomplishment of the fire department and members of IAFF Local 483.

Promotions in 2013



LIEUTENANT ROBERT
KOCMOUD

In Memoriam



Ernst Denecke
(1951-1985)

Born: 1927
Appointed: 1951
Retired: 1985
Retired a Lieutenant
Returned to Quarters: 2013

Thanks to Asher Heimermann for the use of photographs used in this report.

VIII

R. C. No. - 14 - 15. By PUBLIC WORKS. June 16, 2014.

Your Committee to whom was referred Res. No. 20-14-15 by Alderperson Heidemann authorizing the appropriate City Officials to enter into contract with Sheboygan County for the purposes of providing aerial ortho-photography and planimetrics as well as LiDar data for use in City mapping and engineering projects; 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

6.2

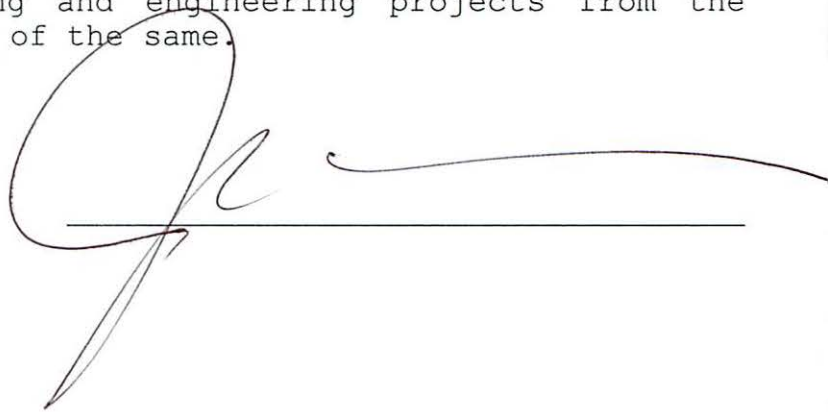
Res. No. 20 - 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Sheboygan County for the purposes of providing aerial ortho-photography and planimetrics as well as LiDar data for use in City mapping and engineering projects.

WHEREAS; the Sheboygan County Planning and Resources Department is conducting this work for the entire county the City of Sheboygan requires additional data that results in additional \$37,544 costs which the City is eligible for a \$10,000 grant.

THEREFORE, BE IT RESOLVED; that the appropriate City Officials are hereby authorized to enter into contract with Sheboygan County for the purposes of providing aerial ortho-photography and planimetrics as well as LiDar data for use in City mapping and engineering projects from the appropriate City accounts in payment of the same.

*Sub. Htes.
approve*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. June 16, 2014.

Your Committee to whom was referred Res. No. 21-14-15 by Alderperson Heidemann authorizing the Chief Administrative Officer to authorize a contract with Siemens to perform the required field service of the Wastewater Treatment Plant's Aeration Blowers; 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

6.3

Res. No. 21 - 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION authorizing the Chief Administrative Officer to authorize a contract with Siemens to perform the required field service of the Wastewater Treatment Plant's Aeration Blowers.

WHEREAS: The City of Sheboygan owns two 350 horse-power high efficiency Turblex centrifugal air blowers which require field service inspections by a qualified manufacture's technician at set run hours;

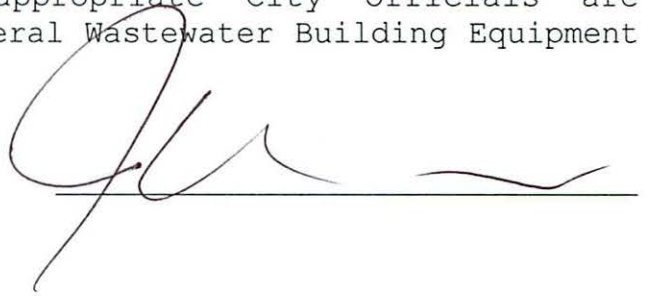
WHEREAS: The Turblex blowers are expected to reach the hours of service which trigger the inspections in July 2014;

WHEREAS, Siemens, owner of Turblex, Inc has performed services in the past at the Wastewater Treatment Plant and has quoted a price of \$23,317 to perform the Class I and Class II inspections of the Sheboygan Regional Wastewater Treatment Plant's Turblex Blowers;

NOW THEREFORE BE IT RESOLVED: That the Chief Administrative Officer is hereby authorized to enter into contract with Siemens to perform a Class I and Class II inspection on the Turblex blowers for a price not to exceed \$25,000 and waiving the need for competitive bidding.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from the General Wastewater Building Equipment Maintenance fund, 60138300-524110.

Pub. Works approve.

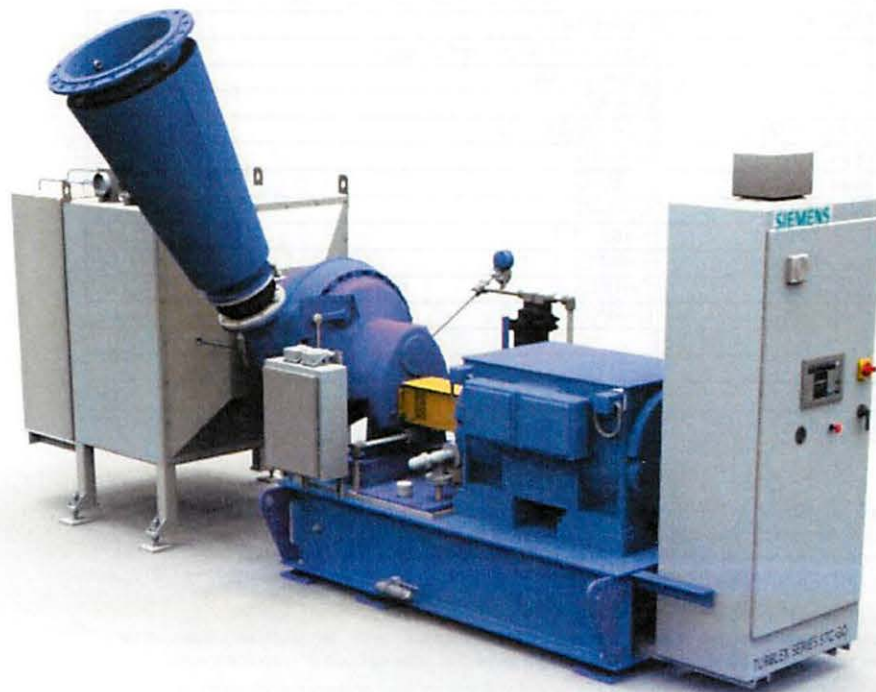


I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

Proposal Package w/ Attachments



WASTEWATER AERATION COMPRESSORS

SIEMENS

SIEMENS

Field Service Estimate

Customer: Sheboygan Regional WWTP
Contact: Robert Butcher
Email: robb@sheboyganwwtp.com
Phone: 920-459-3464

Siemens Proposal Number: F252-20004048
Site Name: Sheboygan WWTP
Model: STC-GO (KA05-SV-GL210)
Serial Number(s): 6625-6
Description or Scope: Class I s/n: 6625 and Class II s/n: 6626

Labor		
Total Number of Day(s) Onsite		9
Quantity of Persons		1
Mobilization (1 trip(s))		\$3,500
Weekday Labor (\$1312/ 8-hr work day)		\$11,808
Airfare		\$1,380
Per Diem (9 days on site, 2 waiting, 1 travel home day)		\$3,840
Equipment/Parts		\$2,439
Required Equipment/Parts for Class I s/n: 6625 and Class II s/n: 6626 service for 2 compressors include:		
Quantity	Part #	Description
1	NA	Equipment Alignment Charge
1	NA	Cleaning Kit
2	N17L05479	O-RING
2	KA5DH025	SEALING RING
2	89412019	O-RING
4	89412020	O-RING
1	N17L57219	O-RING
1	GL210T011	SHIM SET
1	GL210T0092	SHIM SET
2	89027296	O-RING
2	00080340017	O-RING
Toolbox Freight		\$350
Estimated Total for 2 unit(s)		\$23,317

Notes:

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Siemens technician. This pricing also assumes that proper lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform Class I and II. Does not include craft labor and tools to support the work.

This proposal includes required replacement components for service. Any significant wear or abnormalities identified requiring extra labor and parts shall be billed per Siemens' standard Service Rate Schedule. Siemens will provide an estimate of additional time and materials required. Recommended parts are returnable with 20% restocking fee. Required parts are nonreturnable.

Pricing validity is for 30 days. Shipment is EXW Springfield, Missouri (Incoterms 2010). All freight costs are the responsibility of the customer including packaging, taxes, duties, customs clearance and insurance. Siemens can provide a freight estimate for prepay and add upon request.

Attachments: Field Service Rate Sheet, Siemens Selling Policy, Mandatory Asbestos Reporting, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

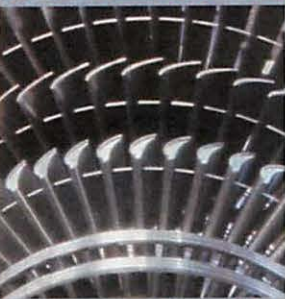
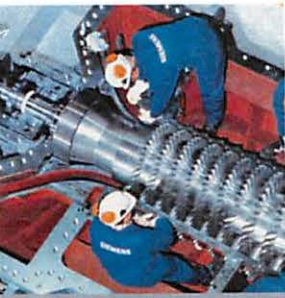
Time and Material pricing per: Siemens FS Ratesheets for USA Onshore 2014/1/1
Terms and Conditions: Per Siemens Selling Policy 1200, 11/1/2012
Please forward Purchase Orders to: Siemens Demag Delaval Turbomachinery, Inc.
840 Nottingham Way
Hamilton, NJ 08638
Phone: 417-864-5599 / Fax: (609) 587-7790

Service Sales: Curtis Rogers curtis.rogers@siemens.com
Prepared By: Lucinda Wadle lucinda.wadle@siemens.com
5/2/2014

Field Service Rate Sheet

Services for USA (onshore)

All Siemens Industrial Steam and Gas Turbines, Compressors and Pumps



Siemens Demag Delaval Turbomachinery Inc.
840 Nottingham Way
Hamilton, NJ 08638

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Doc Code:
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Daily Labor Rates

Personnel Category	daily rate	daily rate	daily rate	hourly rate	hourly rate
	Mon - Fri based on 8 hour work days	Saturday based on 8 hour work day	Sunday or local holiday based on 8 hour work day	in excess of 8 hours worked Mon - Sat	in excess of 8 hours worked Sunday or local holiday
Specialist Services	\$ 1,976 USD	\$ 2,964 USD	\$ 3,952 USD	\$ 371 USD	\$ 494 USD
Technical Field Advisor (TFA)	\$ 1,588 USD	\$ 2,382 USD	\$ 3,176 USD	\$ 298 USD	\$ 397 USD
Field Service Technician	\$ 1,312 USD	\$ 1,968 USD	\$ 2,624 USD	\$ 246 USD	\$ 328 USD

Mobilization / Demobilization Fees (based on one way travel time) :

Up to 4 hours*	Up to 8 hours*	Up to 12 hours USA / Canada *	Up to 12 hours International *	Up to 24 hours*	Up to 36 hours*
\$ 1,750	\$ 3,500	\$ 5,000	\$ 5,750	\$ 10,900	\$ 14,500

*Excludes airfare. Airfare is billed at cost plus 15% administration fee.

Daily Per Diem Charge: \$320 from arriving at location or cost plus 15% administration fee.

The above rates are in US Dollars and include expenses as referenced in the attached Charging Appendix.

Validity: From January 1, 2014 to December 31, 2014

Contacts: For Parts, Repairs and Service Support, please contact your local Siemens Power Systems Sales Person, Local District Service Manager, or 609-890-5000.

Siemens After-hours Emergency Cell Phone: 609-890-5555



"ZERO" harm to people and the environment is the ultimate goal in our business.

Answers for energy.

SIEMENS

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2014 Subject to change without notice

I. Selling Policy

All prices contained herein are subject to the terms and conditions of the Siemens Demag Delaval Turbomachinery, Inc. ("Siemens") Selling Policy 1200 for the Sale of Equipment and Services ("Selling Policy") in effect on the date an order is received, unless other terms are agreed to in writing by the parties. Capitalized terms used in this document shall have the definition set forth herein or, if no such definition is specified in this document, then they shall be as defined in the Selling Policy.

II. Price Policy

All rates and prices are subject to change without notice. Unless otherwise agreed, Siemens rates are expressed on the Field Service Rates Sheet as daily rates per category of Siemens personnel ("Daily Labor Rates"), plus Mobilization/Demobilization Fees and Per Diem Charges. Unless contracted otherwise, rates and prices for ongoing contracts will be those in effect at the time the work is performed. All rates shall be valid only for the period of validity set forth on the attached price list. Airfare and additional costs are billed as set forth herein. No personnel will be dispatched until a Purchase Order, or written authorization acknowledging acceptance of terms, pricing and agreement to pay is received.

III. Services Definitions

A. Specialist Services

Specialist Services are the following: (i) an engineer, project manager, or technical field advisor (TFA) directing Siemens personnel or advising Customer personnel to Siemens procedures and process specifications; (ii) TFA providing planning, scheduling, material management support or working directly with Customer's labor supervisor; (iii) diagnostic and operational trouble-shooting and commissioning of rotating equipment (conducted onsite or by telecommunication); (iv) diagnostic electrical testing, evaluation and set-up activities on control systems, voltage regulator systems, any on-line diagnostics or Level III NDE and balancing; (v) engineers located at Siemens home facilities, including District Offices and the Technical Support Center, providing technical studies and information relating to the design and operating parameters of rotating equipment. A job specific readiness fee will apply to all orders for Specialist Services that are not firm priced. This fee will cover pre-job efforts and will be quoted separately.

B. Technical Field Advisor (TFA)

TFA services are a TFA rendering advice and making recommendations based on Siemens procedures and drawings during disassembly, inspection, and replacement of parts, routine repair and reassembly of existing and installation of new Siemens supplied rotating equipment to Customer's employees.

C. Field Service Technician

Field Service Technician services are the performance of the disassembly, inspection, and replacement of parts, routine repair and reassembly of rotating equipment, or the complete removal and re-installation of the entire unit.

IV. Rates Payable

Except for small gas turbine services performed internationally, a Standard Day for on-shore work is defined as 8 hours working time. A Standard Day for off-shore work is defined as 12 hours working time. For small gas turbine services performed internationally outside of USA or Canada, a Standard Day is defined as 12 hours working time.

Minimum billing is the Daily Labor Rate. The applicable Daily Labor Rate applies to all time worked or traveled (excluding Mobilization/Demobilization travel time), with an allowance for lunch time. Overtime rates apply for time worked in excess of a Standard Day. This is an hourly charge, based upon actual additional time worked in excess of a Standard Day. Two overtime rates apply; one for time worked in excess of a Standard Day Monday through Saturday and one for time worked in excess of a Standard Day on a Sunday or local holiday.

The Daily Labor Rates include the supply and use of basic PPE (Personal Protective Equipment) and the use of standard small hand tools, as required by Field Service Technicians.

Siemens may offer a priority service, when the relevant Siemens personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable Daily Labor Rate will be charged where Siemens personnel are requested to be mobilized within 24 hours of the request being received. This charge is to cover for the disruption of job schedules and the re-allocation of manpower to accommodate the priority call. If Siemens is unable to meet the 24 hour mobilization request, there will be no additional charge.

V. Payment Terms for Supply of Personnel

Payment shall be as follows: Where the duration of the services is less than one month, payment will be 100% of the price of the balance of the services upon completion of the services. Where the duration of the services is greater than one month then the balance of the services shall be invoiced on a monthly basis until completion of the services. Payment shall be received within 30 days of the date of the invoice.

VI. Traveling and Other Expenses

A. Travel and Expenses: The Daily Labor Rates exclude the following costs, which shall be for Customer's account and will be charged separately:

- a) Mobilization/Demobilization Fees shall be charged at a graded fixed fee dependent on the required travel time from base location to the Site. Mobilization/Demobilization fees include preparation time, visa costs and all travel time and expenses (excluding: (i) airfare; (ii) Per Diem Charge as defined in Section VI(A)(b)). The transport from the point of embarkation to an offshore location and back will be provided by the Customer free of charge.
- b) Per Diem Charge: Accommodation, meals, local transportation and allowances, where not provided by the Customer will be charged on a lump sum daily basis. By agreement, the Customer may be charged actual cost of the accommodation, meals, local transportation and allowances plus a 15% fee for handling and administration costs.
- c) The Per Diem Charge will be assessed for each calendar day an individual is assigned to a project including non-working weekend days for jobs extending over the week-end(s).
- d) Where the Customer provides accommodation and food, it is to be to a standard which is acceptable to Siemens. In the event that this is, in Siemens' opinion, unsuitable, Siemens reserves the right to find an alternative which will be charged for as above.
- e) In the event that unusual expenses are required in traveling from the place of accommodation to the Site, Siemens reserves the right to charge the Customer for such expenses at cost plus 15% for handling and administration expenses.
- f) Siemens reserves the right to charge business class flights.
- g) All separately invoiced items over and above the Daily Labor Rate, Per Diem Charge, Mobilization/Demobilization Fees and/or airfare will be charged at cost plus 15% fee for handling and administration costs.

B. Departure Delay and Cancellation

a) Departure delay – Standby in Home Base

If the fixed date for the personnel delegation is delayed due to reason by the Customer, Siemens is prepared to keep the nominated personnel on stand-by up to 7 calendar days. In this case Siemens shall charge a delay fee of the full applicable Daily Labor Rate per calendar day of delay.

b) Departure Delay – At Point of Embarkation

Should departure of personnel be delayed at the point of embarkation for any reason beyond Siemens control, the applicable Daily Labor Rate will be charged per day of delay. Accommodation and meals where provided by Sie-

Charging Appendix - Field & Engineering Services

For Service on All Siemens Acquired Steam Turbines, Gas Turbines, Compressors and Pumps
in U.S.A. and Internationally, except Canada

Effective January 1, 2014 Subject to change without notice

mens will also be charged according to the published rates.

c) Cancellation

Where Siemens is notified by the Customer of a cancellation less than 7 days prior to planned mobilization, a cancellation fee of one single day at 100% of the applicable Daily Labor Rate will be charged.

Should any job be cancelled or postponed by the Customer after the representative has been dispatched, all costs incurred for time and expenses will be charged in accordance with the terms of this Field Service Rate Sheet and Charging Appendix.

C. Home Leave

a) For USA/Canadian service personnel, when a project is expected to exceed 5 continuous weeks of duration, following every 3 weeks of continuous attendance at an onshore site, including any days spent traveling, the Customer will allow each member of Siemens personnel an extended weekend home leave journey at the Customer's expense. For International personnel, home leave is permitted every 2 months for 10 days at the Customer's expense.

b) If continuous attendance of Siemens personnel is requested and Siemens agrees to delegate substitute personnel, the applicable Mobilization/Demobilization Fee shall be paid by Customer.

c) Following every fourteen days of continuous attendance off-shore, Siemens reserves the right to charge the Customer a further mobilization fee for each member of Siemens personnel.

d) Days spent traveling with respect to home leave shall be charged at the applicable Daily Labor Rate. Should any member of Siemens personnel cancel a home leave journey, the Customer shall be charged for the airfare and/or other travel costs incurred by Siemens.

D. Tools

a) Charges for equipment, tools, measuring instruments and special assembly tools supplied with Siemens field service personnel for use by Siemens or its subcontractors ("Tools") will be quoted by your local Siemens representative. Costs of transportation of Tools (including all applicable transportation charges, insurance, customs/duties, etc.) will also be charged at cost plus 15% fee for handling and administration costs. The rental time applies from the day of dispatch from base to return receipt.

b) Siemens will catalogue the Tools required to be returned to base. If for any event the catalogued Tools are not returned within 30 days after leaving site, Siemens will charge the Customer the current replacement cost.

c) Prices quoted will include normal replenishment and re-calibration. Ex-

cessive loss or damaged Tools beyond the control of Siemens will be charged to the Customer.

E. Shift Work

Shift work is defined as those circumstances where, in a given day, more than one service crew is engaged to perform the service activity. In such instances Siemens reserves the right to charge a shift premium in addition to the applicable Daily Labor Rates.

F. Technical Consultation

a) During on-site service work it might be necessary to involve specialists from Siemens headquarters for particularly complicated technical questions such as certain analysis, calculations or similar tasks. For such technical consultation, Siemens will invoice this charge on an hourly basis according to the Specialist Services rates as defined in the published rates sheet.

b) Where technical consultation is required to be provided at Site, charges will be in accordance with the published rate sheets for Specialist Services. Before such work is commenced, a separate agreement has to be established, unless it is already agreed upon in the order.

VII. Working Conditions and Special Costs

Costs for factory security officers, medical services, industrial safety and supporting activities at the Customer site will be for the account of the Customer. Where additional security is required to comply with Siemens travel regulations (based on Siemens Corporate Security Office), this will be charged at cost plus 15% fee for handling and administration costs.

In case of accident or illness, the Customer undertakes to provide immediate medical assistance and if necessary, to transfer any injured or sick person to a hospital preferably conforming to North American standards. Should repatriation become necessary as a result of serious illness or death, the Customer shall attend to all formalities and pay all the costs incurred thereby. Should replacement personnel be required, the costs for same shall be borne by the Customer.

The Customer shall make available free of charge to Siemens personnel: office space, telephone, high speed internet connection and telex/fax (communication with home office shall be free of charge) and all such other facilities as are available to Customer's own personnel.

Any social amenities available at the job site or introduced there during the progress of site work, as well as any special benefits granted, shall be made available to Siemens personnel in the same manner and extent as accorded to any other foreign personnel at the job site.

In the interests of avoiding language difficulties, the Customer shall, for own account, make available the services of interpreters where work is being performed.

If an incident occurs whereby the Siemens personnel are unable to safely continue working at Site and which, in agreement with the Customer, results in their repatriation to home base the cost for both the repatriation and subsequent return to Site of the personnel or their replacements shall be borne by the Customer.

VIII. Additional Notes

a) In the event Siemens uses outside or subsidiary personnel to perform services that would normally be performed by Siemens personnel, Siemens will invoice Customer for such personnel at the hourly rates published herein.

b) Non-Siemens parts or materials supplied during the work will be charged at cost plus 25%.



Siemens Demag Delaval Turbomachinery, Inc.
A Siemens Company
840 Nottingham Way
Trenton, New Jersey, U.S.A. 08638

Selling Policy 1200

(For Sales in the U.S.A.
Excluding the States of Louisiana and Mississippi)

November 1, 2012
Supersedes Selling Policy 1200 dated May 1, 2005

**These Terms and Conditions Govern
the Sale of Equipment and Services**

The terms and conditions set forth in the Siemens Demag Delaval Turbomachinery, Inc. proposal and in this Selling Policy 1200 are the terms and conditions governing the Siemens proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for sixty (60) days from the date of the proposal unless extended or withdrawn in writing by Siemens. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to Siemens during such validity period will form an Agreement based upon the terms and conditions of the Siemens proposal and this Selling Policy 1200.

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- A. "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- B. "Agreement" means the Siemens proposal, this Selling Policy 1200, Purchaser's purchase order, as accepted by Siemens, (excluding any pre-printed terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the Siemens offer as set forth in the Siemens proposal; or an integrated agreement signed by Siemens and Purchaser; for the Equipment, and/or Services.
- C. "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- D. "Equipment" means equipment, components, parts, materials and Software provided by Siemens pursuant to the Agreement.
- E. "Field Installation Services" means the installation by Siemens of Purchaser's Material at the Site.
- F. "Field Repair and Modernization Services" means the repair, modification or modernization work, or some or all of them, performed by Siemens on Purchaser's Material at the Site and for certain activities at a repair facility selected by Siemens.
- G. "Hazardous Material" means any material listed in the "Hazardous Material Table" set forth in 49 CFR 172.101 as amended.
- H. "Maintenance Services" means the disassembly, inspection and reassembly of Purchaser's Material at the Site.
- I. "Nuclear Incident" shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
- J. "Party" means individually either Siemens or Purchaser.
- K. "Parties" means collectively both Siemens and Purchaser.
- L. "Presumed Asbestos Containing Material" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- M. "Purchaser" means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser's Material is or will be situated.
- N. "Purchaser's Material" means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.
- O. "Services" means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and Technical Services; or some or all of them provided by Siemens pursuant to the Agreement.
- P. "Services on Third Party Parts" means Services in connection with Third Party Parts.
- Q. "Shop Repair and Modernization Services" means work performed by Siemens on Purchaser's Material at a Siemens manufacturing plant, a Siemens repair facility or another suitable facility selected by Siemens.
- R. "Siemens" means Siemens Demag Delaval Turbomachinery, Inc. and its affiliated companies and their subsidiaries, successors and assigns, and each of their respective partners, principals, shareholders, directors, officers, employees, and agents.
- S. "Site" means the Purchaser's facility where the Equipment or Purchaser's Material is or will be situated.
- T. "Special Services" means the performance by a Siemens field service representative of diagnostic and operational troubleshooting on Purchaser's Material, both on line and off line. This work may be conducted on Site or by telecommunication.

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U. "Software" means instructions in machine readable form, other than source code, and associated documentation delivered by Siemens to Purchaser in chip, disk and/or tape format.

V. "Subsupplier" means any subcontractor or supplier of any tier who supplies goods and services to Siemens in connection with the obligations of Siemens under the Agreement.

W. "Technical Field Assistance" means the advice and consultation given to Purchaser's personnel by a field service representative of Siemens with respect to:

- (1) installation, inspection, repair and/or maintenance activities performed by others at the Site, and
- (2) any Siemens recommended quality assurance procedures for activities performed at the Site.

Technical Field Assistance does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.

X. "Technical Services" means (i) Technical Field Assistance; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by Siemens, Purchaser or others; (v) technical information provided by Siemens, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a Siemens facility by a Siemens engineer or technician; and/or (viii) advice and guidance given to Purchaser by Siemens field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.

Y. "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by Siemens or the predecessors of Siemens or which were originally supplied by Siemens or the predecessors of Siemens and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with Siemens or with a predecessor of Siemens.

2. Scope

Siemens will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

For an Agreement for Equipment supply only, unless otherwise stated in the Siemens proposal, the price does not include disassembly and reassembly of Equipment at the Site.

Prices are firm for (i) Equipment with a scheduled shipment date of sixty (60) weeks or less from Siemens' acceptance of the Purchase Order and (ii) Services which are scheduled to be performed within sixty (60) weeks from Siemens' acceptance of the Purchase Order.

For (i) Equipment with a scheduled shipment date in excess of sixty (60) weeks and (ii) Services scheduled to be completed beyond sixty (60) weeks from Siemens' acceptance of the Purchase Order, the prices are subject to adjustment upward or downward for changes in the specified labor and material indexes in accordance with the provisions of the applicable Siemens Price Adjustment Policy.

4. Terms of Payment

A. Unless otherwise specified, Siemens shall issue invoices in accordance with the schedule set forth in the Siemens proposal. If an invoice schedule is not set forth in the Siemens proposal, Siemens shall issue invoices as the work is completed, but no more often than monthly. In any event, all invoices shall be paid within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return components to Siemens for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by Siemens at a later date, Siemens reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by Siemens at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date Siemens is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of Siemens to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due Siemens may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11, Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payments deficiency by Purchaser. The schedule for the resumed work will be established by Siemens based on its then current work load and the availability of other resources. All Siemens expenses associated with any such suspension shall be for the account of Purchaser.

E. If there exists a good faith dispute over the amounts to be paid, Purchaser shall notify Siemens in writing that such dispute exists and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with that portion, together with the interest charge specified in Paragraph D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the Siemens proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of Siemens, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SIEMENS PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SIEMENS ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above and/or provision of the remedy set

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forth in the Siemens proposal shall constitute complete fulfillment of all liabilities of Siemens to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

5. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the Siemens proposal, delivery of each component of Equipment shall be made Ex Works (Incoterms 2010) at the manufacturing plant ("Delivery"). Subject to the provisions of Paragraph B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from Siemens to Purchaser upon Delivery.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with Siemens or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due Siemens have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber Siemens' or its licensor's ownership of the Software, or as limiting Siemens or its licensor from using and licensing the Software to any third party.

C. Purchaser's Material sent to Siemens for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by Siemens where the work is to be performed. Title to such Equipment or Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to Siemens upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by Siemens at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by Siemens, as part of its warranty obligations shall, at Siemens' option, revert back to Siemens upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against Siemens and its Subsuppliers.

6. Transportation

A. Transportation and Storage: When items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, Siemens will notify Purchaser to arrange for shipment. If Siemens has agreed in the Siemens proposal to transport Equipment, when items of Equipment are ready for shipment or Shop Repair and Modernization Services is completed on Purchaser's Material, Siemens will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to Siemens; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material freight prepaid and included in the price by Normal Carriage:

- (1) to Purchaser's designated destination when shipped by highway transport, or
- (2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide Siemens with timely shipping instructions, Siemens will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by Siemens.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding Paragraph, all expenses thereby incurred by Siemens, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, taxes and insurance, shall be payable by Purchaser upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage.

B. Normal Carriage: When Siemens is providing the transportation of the Equipment and/or Purchaser's Material, Siemens shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by Siemens in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse Siemens for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse Siemens for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): Siemens warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

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If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, Siemens will at its option and expense correct such nonconformity by repair or replacement.

B. **Software Warranty and Exclusive Remedy:** If Equipment includes Software, Siemens also warrants that the Software will be free of errors which materially affect its utility until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period").

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Software fails to conform to its warranty, Siemens will at its option and expense correct the nonconformity by correction in the medium originally supplied or by providing a procedure to Purchaser for correction of the nonconformity. Third party Software shall be warranted on a pass through basis in the same manner and for the same period and extent provided to Siemens by the entity which supplied said third party software.

C. **Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy:** Siemens warrants that the work performed by Siemens on Purchaser's Material, including any materials (excluding consumables) supplied by Siemens in connection therewith (hereinafter in this Paragraph C referred to as the "Work"), will be free of defects in design, workmanship and materials until one (1) year after the completion of such services (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, Siemens will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, Siemens will refund the amount of the compensation paid to Siemens by Purchaser for such nonconforming portion of the Work.

D. **Technical Services Warranty and Exclusive Remedy:** Siemens warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by Siemens in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by Siemens (the "Technical Services Warranty Period").

If during the Technical Services Warranty Period (or the Warranty Repair Warranty Period per Section 7.H, if applicable), Siemens is promptly notified in writing that any portion of the Technical Services fails to conform to the Technical Services Warranty, Siemens will promptly reperform such nonconforming portion of the Technical Services. If reperformance is impracticable Siemens will refund the amount of the compensation paid to Siemens for such nonconforming portion of the Technical Services.

E. **Title:** Siemens warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, Siemens, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. **Warranty Conditions:** The warranties and remedies set forth in this Article are conditioned upon:

(1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of Siemens to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by Siemens and not have been subjected to accident, alteration, abuse or misuse; and

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by Siemens, which may include broadband connection.

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the Siemens scope of work under the Agreement, Purchaser providing, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit Siemens to perform its warranty obligations.

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account.

(5) Purchaser, without cost to Siemens, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist Siemens in the performance of its warranty obligations.

(6) Purchaser, with respect to Paragraph 5 above, reimbursing Siemens for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site.

(7) Prior to the return of any Equipment or Purchaser's Material to Siemens, the Purchaser must obtain authorization and shipping instructions from Siemens. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by Siemens. In no event will Siemens be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. Siemens reserves the right to reject any unauthorized returns and/or Hazardous Material.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should Siemens have any liability at all, Siemens' liability shall in no case exceed Siemens' obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which Siemens would have had to perform if such warranty remedy had been carried out immediately following such failure but prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment repaired or replaced by Siemens pursuant to this Article 7 shall not exceed the earlier of twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

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I. **Additional Conditions Applicable to the Sale of Monitoring Devices:** Monitoring devices supplied by Siemens pursuant to the Agreement, such as but not limited to, monitors for generator condition and for steam chemistry, may enable users to better diagnose and control conditions within a turbine generator. While such monitors may permit earlier detection of harmful conditions, Siemens does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in a turbine generator and Purchaser acknowledges the same.

J. **Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing:** Diagnostic and non-destructive examination and testing techniques employed by Siemens may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by Siemens of its warranty obligations. Purchaser acknowledges that Siemens will not be responsible for the consequences of undetected defects including undetected cracks.

K. **Additional Conditions Applicable to Technical Field Assistance:** Where Siemens furnishes Technical Field Assistance under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by Siemens, under no circumstances shall Siemens provide or be obligated to provide Technical Field Assistance directly or indirectly to any competitor of Siemens or their employees, representatives, or consultants.

L. **Exclusivity of Warranties and Remedies:** THE WARRANTIES PROVIDED BY SIEMENS AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute Siemens' sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to Siemens under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on Siemens) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse Siemens for any such taxes or costs, expenses, claims, liabilities, or losses including without limitations tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which Siemens or its Subsuppliers are required to pay or are incurred by Siemens and its Subsuppliers.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

(1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its Subsuppliers as additional insureds.

(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. **Waivers by Purchaser:** Neither Siemens nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against Siemens and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. **Third Party Property Protection:** Purchaser will indemnify and hold Siemens and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of Siemens and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

D. **Decontamination:** Purchaser shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

10. Force Majeure

A. Siemens will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause beyond the reasonable control of Siemens or its Subsuppliers or from any act of God; act of civil or military authority; act of war whether declared or undeclared;

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act (including delay, failure to act or priority) of any governmental authority or Purchaser; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, epidemic or quarantine; railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for Siemens' personnel or its Sub-suppliers' personnel, necessary import or export licenses, or materials from usual sources.

B. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse Siemens for its additional costs and expenses resulting from the delay.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to Siemens, subject to Purchaser's payment of Termination Charges. Should the work be delayed for a period in excess of six (6) months for any reason attributable to Purchaser and/or force majeure, or should any payment from Purchaser be thirty (30) days or more past due, at the option of Siemens, Siemens may deem the Agreement to have been terminated by Purchaser. Termination Charges under this Section 11 will be either: (a) the applicable termination fee from the termination fee schedule set forth in the Siemens proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its Subsuppliers, and any applicable cost allocated in contemplation of performance. Siemens will make every reasonable effort to minimize the Termination Charges. The Parties agree that such Termination Charges, including termination fees set forth in the Termination Fee Schedule, are a reasonable determination of the damages that Siemens would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the Siemens invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by Siemens; or (ii) a material breach of the Agreement by Siemens, which Siemens fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, Siemens will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to twenty percent (20%) of the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, Siemens shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses incurred by Siemens as a result of such breach. Siemens may terminate the Agreement for cause in the event of a material breach of the Agreement by Purchaser. If Siemens terminates the Agreement pursuant to this Paragraph 11.C, Purchaser shall pay Siemens the Termination Charges (as defined in Paragraph 11.A) within thirty (30) days from the date of the Siemens invoice.

D. In addition, if at any time during the performance of its work under the Agreement Siemens reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then Siemens shall be entitled to one or more of the following at Siemens' option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to Siemens; (iv) other payment security or credit support mutually agreed by Purchaser and Siemens.

12. Intellectual Property Infringement

A. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as Siemens is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. Siemens will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after delivery by Siemens, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Purchaser shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Purchaser under the provisions of Paragraph 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. Siemens may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of Siemens' intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by Siemens or use any such information for other than the purpose for which it is supplied without the prior written permission of Siemens. The provisions of this Paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. Siemens also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of Siemens.

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C. Siemens also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by Siemens in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to Siemens for destruction by Siemens. Siemens may (in addition to any other legal or equitable rights and remedies) stop the work until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Purchaser will reimburse Siemens for Siemens' and its Subsuppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to paragraphs 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of Siemens' confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or part on Siemens' confidential information or intellectual property without Siemens' prior written consent. Purchaser further agrees that if it obtains any such intellectual property rights, it has acted or will act as an agent for the benefit of Siemens for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from Siemens assign the same to Siemens.

E. Purchaser shall indemnify and hold Siemens harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Siemens with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Siemens and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Siemens in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Siemens shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SIEMENS NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF DATA; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SIEMENS OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THE APPLICABLE PURCHASE ORDER.

C. ALL LIABILITY OF SIEMENS AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

D. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by Siemens' or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for Siemens written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by Siemens or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of Siemens and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded Siemens and its Subsuppliers under the Agreement.

C. Transfer contrary to the provisions of paragraph 15.A. above or in breach of paragraph 15.B. above, shall make Purchaser the indemnitor of Siemens and its Subsuppliers against any liabilities incurred by Siemens and its Subsuppliers in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

D. Purchaser acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment and/or Services provided under the Agreement, including any export license requirements. Purchaser agrees that such Equipment and/or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS."

16. Software License

Siemens grants to Purchaser a nonexclusive, nontransferable license to utilize the Siemens Software furnished hereunder solely for Purchaser's internal use in connection with the Siemens equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the Siemens Software, including, without limitation, the copyright to such Software, shall remain exclusively with Siemens. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software licensed hereunder. Third party Software provided by Siemens may be subject to a separate license agreement and/or registration requirements and limitations on copying and use.

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17. Compliance with Laws

In the performance of work under the Agreement, Siemens and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by Siemens with applicable laws, regulations and technical codes and standards as they are in effect on the date of the Siemens proposal (or the effective date of the Agreement if no proposal was provided).

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by Siemens, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Expenses incurred by Siemens due to (i) delays, other than delays which are deemed to be within the reasonable control of Siemens, and (ii) changes in applicable laws, regulations and technical codes and standards or the imposition of new laws, regulations and/or technical codes and standards after the applicable date set forth in Article 17 will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous Paragraph.

C. Siemens may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which Siemens is providing Services under the Agreement, or the schedule.

19. Inspection by Purchaser

Purchaser shall have reasonable access to the areas of the Siemens plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. Siemens, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit Siemens to include said witness tests in the schedule. Siemens, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. Siemens will exercise reasonable efforts to secure similar rights with respect to the inspection of Purchaser's work at Subsupplier's premises.

20. Removal of Hazardous Material

Prior to the shipment of any Equipment or Purchaser's Material to Siemens for Services at Siemens' or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

21. Purchaser's Third Party Parts Warranty

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. Siemens' warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SIEMENS DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.

22. Indemnity

Until the expiration of the applicable Warranty Period, Siemens shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of Siemens, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work under the Agreement ("Purchaser Indemnity Claim"). Siemens' indemnification obligations under this Section 22 are conditioned upon Purchaser providing Siemens with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim.

Until the expiration of the applicable Warranty Period, Purchaser shall indemnify, hold harmless and defend Siemens its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for personal injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("Siemens Indemnity Claim"). Purchaser's indemnification obligations under this Section 22 are conditioned upon Siemens providing Purchaser with: (i) prompt notice of any Siemens Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Siemens Indemnity Claim.

23. Siemens Insurance

In connection with the Agreement, Siemens shall maintain insurance (or self insurance) as specified below:

A. Worker's Compensation: Siemens shall comply with workers compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers Compensation and Employers Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

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B. Commercial General Liability: Siemens shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury, Property Damage, Explosion, Collapse and Underground hazards (XCU); Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

C. Business Automobile Liability: Siemens shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

D. Umbrella Liability: Siemens shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Siemens or its Subsuppliers.

24. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. All Risk Builders Risk: Purchaser shall purchase and maintain throughout construction of the project, "All Risk" Builders Risk insurance for the Site. Such insurance shall be purchased and in effect at least ten (10) calendar days before the start of any Services at the Site or the arrival of the first item of Equipment at the Site, whichever first occurs. Siemens and its Subsuppliers shall be named as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment once at the Site and the Purchaser's Material) on such All Risk Builders Risk policy.

B. Property Insurance: Upon completion of the project, Purchaser shall purchase and maintain property damage insurance for the facilities at the Site until the expiration of the last of the applicable Warranty Periods. Such insurance will name Siemens and its Subsuppliers as an additional insured, with a waiver of subrogation, for physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material).

C. Worker's Compensation: Purchaser shall comply with applicable workers compensation laws (or equivalent), and shall maintain a Workers Compensation and Employers Liability insurance policy. The limits of such insurance shall be as follows:

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 each accident and in the aggregate
\$1,000,000 disease each employee

D. Commercial General Liability: shall maintain commercial general liability insurance on an occurrence basis to provide coverage for: Bodily Injury; Personal Injury, Property Damage, Explosion, Collapse and Underground (XCU) hazards; Contractual Liability (particularly applicable to the provisions of the Indemnity Article of this Agreement); and Products and Completed Operations with limits as follows:

\$1,000,000 each occurrence and in the aggregate

E. Business Automobile Liability: Purchaser shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with the following limit:

\$1,000,000 Combined Single Limit

F. Umbrella Liability: Purchaser shall maintain umbrella liability insurance with a limit of \$2,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

G. The coverages set forth in D, E and F above shall include Siemens as additional insured to the extent that bodily injury, death and third party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors.

25. Miscellaneous Provisions

A. Shipment Dates: Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, Siemens repair facility or other facility where the Services are performed and are predicated on the prompt receipt by Siemens from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request Siemens to ship any Equipment or Purchaser's Material prior to a date established based on Siemens standard lead time for such Equipment or Purchaser's Material, and provided Siemens accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

B. Waivers: The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. Modification: No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. Headings: The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

E. Assignment: Except for assignment by Siemens to an affiliate of Siemens, the Agreement will not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

CONFIDENTIAL

F. **Governing Law:** The Agreement will be construed and interpreted in accordance with the laws of the State of New Jersey without application of its choice of law or conflict of law rules.

G. **Personnel:** Siemens reserves the right to change any of its personnel performing Services under the Agreement. In such event, Siemens will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. **Performance Guarantee(s) and Exclusive Remedy:** There are no performance guarantees of the Equipment and/or Services unless specifically set forth in the Siemens proposal. In the event any performance guarantees are provided in the Siemens proposal, Purchaser's sole and exclusive remedy and Siemens' sole and exclusive liability for any failure of the Equipment and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such Siemens proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no foul" basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. **Environmental Compliance:** Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish Siemens with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by Siemens. Purchaser shall handle, store and dispose of Hazardous Material in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Purchaser shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Material which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall indemnify and hold Siemens harmless for all pollution and environmental impairment arising from the Purchaser's property, the Equipment or the Services.

J. **Asbestos and Thermal Insulation**

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by Siemens or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at the Site:

(a) The Purchaser shall, at Purchaser's expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SIEMENS IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE.

Without limiting its other rights and remedies Siemens shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Paragraph 25.J(1) above and this Paragraph 25.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by Siemens and only after Siemens has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) Siemens makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless Siemens is provided satisfactory written evidence that such GPW is not ACM, Siemens shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:

(i) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq.;

(ii) such activities do not require a permit, license, or authorization;

(iii) such activities are not likely to generate airborne asbestos fibers, and

(iv) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and Siemens shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold Siemens and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 25.J.

K. **Integration:** The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

CONFIDENTIAL

L. **Survival:** The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer; Ownership and Export Compliance," "Software License," the second Paragraph of "Delivery, Title and Risk of Loss or Damage," and subsection (5) of the provision entitled "Asbestos and Thermal Insulation" shall survive termination, expiration or cancellation of the Agreement.

M. **Site Safety:** Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which Siemens will perform the work. Siemens shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. In the event Purchaser's site safety is non-compliant, Siemens may suspend work until such time as Purchaser corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Purchaser's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

N. **Severability:** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

CONFIDENTIAL

SIEMENS

January 1, 2014

**Subject: Siemens Memo / fax – External
Regional Company – Cross-Sector Business**

Dear Siemens Energy Equipment Owners,

In our commitment to provide better services to our customers, the Siemens rotating equipment that has been serviced from the Springfield, MO facility will now be managed by our North American service group, Energy Service Division – Oil & Gas of **Siemens Demag Delaval Turbomachinery, Inc.** This service work will include spare parts, field service, repairs, modifications & upgrades. The Springfield, MO. facility will continue to manage and provide the sell of new equipment, start-up, and warranty of the Turblex, Schiele, Kuhnle, Kopp & Kausch, and PGW blowers, compressors, and fan brands.

This change will take effect on January 1, 2014. While many of the personnel that have been supporting your equipment will remain the same, quotations, communication, invoices, etc... will be issued under the respective North American business unit.

The Siemens Demag Delaval Turbomachinery, Inc. site, located in Hamilton, New Jersey is a service facility that has been providing customized turbomachinery service solutions for over 100 years, and is the headquarters for the Siemens Energy Services, Oil & Gas and Industrial Applications Division (E S SO).

This location manufactures parts, performs repairs, and provides field services for Single stage blowers, Gas Turbines, Steam Turbines, Compressors, Generators, and Pumps. Services are available for new and legacy OEM equipment brands including:

- Siemens - steam turbines, compressors, small and medium gas turbines
- Westinghouse - steam turbines and generators
- Delaval - steam turbines, compressors, and pumps
- Demag - compressors
- Alstom - steam turbines
- Turblex – Blowers, compressors and fans
- Schiele – Fans
- Kuhnle, Kopp & Kausch – compressors, fans
- PGW - Compressors

Siemens is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field service personnel. The Siemens field service group is supported by a staff of mechanical, electrical, and instrumentation engineers from our engineering centers.

With this upgrade in customer focus please note that our legal address and remit to information for purchase orders has changed. To make this transition as smooth as possible, please update our information in your systems to the following:

Siemens Demag Delaval Turbomachinery, Inc.

840 Nottingham Way
Hamilton, NJ 08638

Tel: (609) 890-5000
Fax: (609) 587-7790

www.siemens.usa.com

SIEMENS

In the United States

Purchase orders should be addressed to:
Siemens Demag Delaval Turbomachinery, Inc.
840 Nottingham Way
Hamilton, NJ 08638
USA

Remit to:
Siemens Demag Delaval Turbomachinery, Inc.
Dept. AT 40131
Atlanta, GA 31192-0131

Remit via Bank Wire to:
Mellon Bank
Pittsburgh, PA
RT# 043000261 Account# 022-1735

Should you have any problems or additional needs please do not hesitate to contact us.

With kindest regards,

Curtis Rogers
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
4654 W. Junction Street
Springfield, MO 65802
United States of America

Tel.: +1 417-864-5599
Fax: +1 417-866-0235
Mobile: +1 417-827-2371
<mailto:curtis.rogers@siemens.com>

Dan Chekay
Product Line Manager – Compressors and Pumps

Siemens Demag Delaval Turbomachinery, Inc.
E S SO RNA MK 3
840 Nottingham Way
Hamilton, NJ 08638
United States of America

Tel.: +1 609 890-5839
Fax: +1 609 587-7790
Mobile: +1 609 462-9344
<mailto:daniel.chekay@siemens.com>

Section G.1 – Suggested Preventative Maintenance Schedule by Plant Personnel

1.0 Routine Inspections

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Sample and conduct oil analysis/change oil as required
- D. Inspect and change oil filter(s) as required (See Section H, Item 0740).
- E. Check lube oil level / fill as required (Max full equals lower 1 inch of your dip stick)
- F. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- G. Verify surge detection unit operates properly / Clean per Section H, Item 1370

2.0 Annual Inspections

- A. Repeat routine inspections, plus - - -
- B. Inspect inlet filters and silencer for cleanliness and general condition
- C. Verify discharge check valve operates properly to prevent back flows
- D. Verify proper operation of blow-off, and butterfly valves
- E. Inspect control arm(s) of variable control vanes for slippage
- F. Calibrate inlet guide vane and variable diffuser vane operating span
- G. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- H. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- I. Test Limit switches

3.0 Drive Motor

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Service and Lubricate as indicated in the O&M. Follow instructions found in the Components section of this manual (See Section H, Item 0020).

4.0 Auxiliary Oil Pump

- A. Keep motor clean and ventilation openings clear of dust, dirt, or other debris. Lubricate bearings every three (3) years. Follow instructions found in the Components section of this manual (See Section H, Item 0705).

5.0 Solenoid Valve and Butterfly Valve

- A. While unit is off-line, operate the valve once a month to insure proper opening and closing.

Note: Change of Lube Oil

- A. The lube oil should be changed after the first 500 hours of operation. Subsequent oil samples should be evaluated by an oil analysis service every three (3) months, with change of lube oil to take place according to the recommendation of the oil analysis service.

Section G.1 – Suggested Preventative Maintenance Schedule

Section G.1 – Suggested Preventative Maintenance Schedule by Authorized SIEMENS ENERGY, INC. Personnel

Siemens offers the following services independently or through our preventative maintenance program. These services are designed to provide long term performance and maximized power savings throughout the life of the blower. Aeration and process control service and tuning is also available.

1.0 Annual Inspections -

- A. Inspect general condition including oil leaks and cleanliness of compressor assembly unit
- B. Inspect and replace inlet filter(s) as required
- C. Check lube oil level
- D. Verify all 4-20 mA current loops are operating properly (indicated on your transmitter monitor page)
- E. Verify surge detection unit operates properly / Clean per Section H, Item 1370
- F. Inspect inlet filters and silencer for cleanliness and general condition
- G. Verify discharge check valve operates properly to prevent back flows
- H. Verify proper operation of blow-off, and butterfly valves
- I. Inspect control arm(s) of variable control vanes for slippage
- J. Calibrate inlet guide vane and variable diffuser vane operating span
- K. Inspect all mechanical and electrical connections are secure (up to discharge cone)
- L. Check coupling alignment and outer blades of disc-pack for distortion and or fatigue cracks, follow instructions per Section H, Item 0070
- M. Verify discharge expansion joint alignment and allowable flange loading is not exceeded
- N. Test Limit switches

2.0 Class I Inspection - (air-end)

- A. First recommended inspection is at approximately 18,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 4-6 days, per unit, assuming one (1) local helper and crane facilities. Class I Inspection includes the following:
 1. Repeat annual inspection, plus - - -
 2. Dismantle compressor air-end
 3. Remove gearbox access covers for visual observation of internal condition. (GL gearbox only)
 4. Inspect and clean variable vane system
 5. Check variable vane geometry
 6. Check axial movement on high and low-speed shafts
 7. Check unit alignment before re-start as required

3.0 Class II Inspection - (air-end and gearbox)

- A. Second recommended inspection is at approximately 36,000 – 50,000 hours of service (or sooner if site conditions dictate); thereafter, based on oil analysis, site and blower condition, and operation of mechanisms. Estimated service time: 6-8 days, per unit, assuming one (1) local helper and crane facilities. Class II Inspection includes the following:
 1. Repeat Class I Inspection, plus - - -
 2. Dismantle gearbox
 3. Inspect gearwheels, bearings & seals and check clearances, adjust clearances as required.
 4. Replace flexible seals (O-rings)
 5. Reassemble gearbox
 6. Visually inspect electric motor, oil pump, oil cooler, coupling, valves, etc.
 7. Provide recommendations for corrections of unusual findings and future services

To schedule a Siemens Energy, Inc. Field Service Technician, please contact the Siemens Service Department at Tel: 417-864-5599; Fax: 417-866-0235

Section G.1 – Suggested Preventative Maintenance Schedule

Siemens Energy, Inc.
Suggested PM Schedule – GK, GA, GL Series Gearbox
Revision: 1
Date: 7/13

SIEMENS

SIEMENS PRE-SERVICE CHECKLIST

This checklist is designed specifically to save you time and money! We have found that if you can check yes to these items, you will minimize unnecessary delays, unexpected waiting time, and additional labor and expenses.

YES NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Sufficient lifting equipment is available. |
| <input type="checkbox"/> | <input type="checkbox"/> | Siemens special tool kit is complete and available onsite for disassembly/reassembly of the compressor(s). To inventory your tool kit, reference the Siemens O&M manual for a complete listing of these special tools with illustrations. |

These tools are required for disassembly/reassembly of your Siemens compressors(s). If you do not have a Siemens special tool kit, please let us know.

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | At-least one local helper will be available to assist Siemens personnel with service work. |
| <input type="checkbox"/> | <input type="checkbox"/> | Inlet filter system and sound enclosure (if applicable) will be removed prior to arrival of Siemens personnel. (We would be happy to assist with removal of this, but this is one way for you to reduce the number of Siemens labor hours required.) |

We look forward to working with you in the near future!

If you have any questions, please contact us at toll-free: 800-299-1035.

Mandatory Asbestos Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

29 CFR 1926.1101, Toxic and Hazardous Substances

OHSA requires that building and/or facility owners notify all employers of employees who will be performing work within or adjacent to areas containing ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Asbestos Information:

Site contains ACM (Asbestos Containing Material) or PACM (Presumed Asbestos Containing Material) in or adjacent to work sites in buildings or facilities where Siemens employees may be performing work.

Yes No

If yes, then detailed information shall be attached in regard to:

1. The location and quantify of materials.
2. How the site achieves compliance with permissible exposure limits.
3. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____

Title: _____

Contact Information: _____

Mandatory Lifting Device Reporting

This form shall be completed and returned to Siemens for all sites where our employees may be performing activities.

Site Information:

Site Name: _____

Address: _____

City, State, Zip: _____

Lifting Information:

Site has proper, adequate and weight tested lifting in buildings or facilities where Siemens employees may be performing work. Devices are in accordance with local, state and federal regulations.

Yes No

If yes, then detailed information **shall be attached** in regard to:

1. The location and weight rating of the equipment. Lifting should be A) rated per the below chart, B) should be located centerline of the compressor, C) allow for removal of components straight out of the compressor and D) allow movement after removed from the compressor.

Unit size	Heaviest individual component	Unit on Site	Weight Rating of Site Lifting Equipment
KA2	881 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA5	1763 Pounds (US): ENTIRE COMPRESSOR	<input type="checkbox"/>	
KA10	925 Pounds (US): GEARCASE	<input type="checkbox"/>	
KA22	1260 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA44	1970 Pounds (US): GEARCASE B	<input type="checkbox"/>	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	<input type="checkbox"/>	
KA80	4856 Pounds (US): GEAR COMPLETE	<input type="checkbox"/>	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	<input type="checkbox"/>	

2. Any equipment, precautions, etc. needed for Siemens employees that may be performing functions in the work areas.
3. Any obstructions above the compressor centerline that prevent the use of proper lifting and service should be reported prior to issuance of a P.O.

The information provided shall be reviewed and approved by Siemens prior to any work being done by a Siemens employee. Note: Additional information may be required as part of the review process.

Person Completing Form:

Name: _____ Title: _____

Signature: _____ Date: _____

Contact Information: _____

WASTEWATER AERATION TURBOCOMPRESSORS

SIEMENS

VIII

R. C. No. - 14 - 15. By PUBLIC WORKS. June 16, 2014.

Your Committee to whom was referred Res. No. 22-14-15 by Alderperson Heidemann informing the Wisconsin Department of Natural Resources (WDNR) of the 2013 Compliance Maintenance Annual Report (CMAR) has been reviewed; 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

6.4

Res. No. 22- 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) of that the 2013 Compliance Maintenance Annual Report (CMAR) has been reviewed:

RESOLVED: that the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2013 CMAR, which is attached to this resolution,

BE IT FURTHER RESOLVED: that the Bio-solids Quality and Management section of the 2013 CMAR having received a Grade of "D"

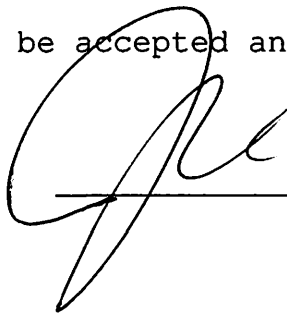
BE IT FURTHER RESOLVED: that the Biosolids Quality and Management section of the 2013 CMAR having received a Grade of "D" as a result of the reported arsenic concentration of the March 2013 biosolids sample and as a result of the Solids Management Practices at the Wastewater Treatment Plant. The reported arsenic concentration of the March 2013 sample exceeded the ceiling limit. All the samples prior to and after the March sample were below the analytical method reporting limit. An analytical error is suspected as the March 2013 reported arsenic concentration is 100 times greater than the May 2013 sample concentration. In the future, if any metal limit is exceeded, the sample will be reanalyzed if possible and a second sample will be collected and analyzed to confirm the result. If the original result is confirmed, then an investigation into the source of the pollutant will be conducted.

BE IT FURTHER RESOLVED: that the Biosolids Quality and Management section of the 2013 CMAR having received a Grade of "D" also as a result of the Solids Management Practices at the Wastewater Treatment Plant. Let it be known that the City has made changes to the Solids Management Practices at the Wastewater Treatment Plant to become compliant with WDNR regulations. The City has purchased a Medium Temperature Biosolids Dryer and is currently under construction to install the biosolids dryer. Upon completion of the Biosolids Dryer Project in September 2014 the Wastewater Treatment Plant will be in compliance the required 180 days of biosolids storage capacity.

*Subs
approve.*

BE IT FURTHER RESOLVED: that the other sections of the 2013 CMAR having received a Grade of "A" require no further action by Council,

BE IT FURTHER RESOLVED: that the 2013 CMAR be accepted and placed on file.



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

Memorandum

To: Dave Biebel, Director of Public Works
From: Sharon Thieszen, Wastewater Superintendent
Date: 05/28/2014
Re: 2013 Compliance Maintenance Annual Report (CMAR)

Attached is the 2013 CMAR for the wastewater plant for your review. The CMAR is required by the DNR and it must be reviewed by Common Council and requires a resolution documenting that the Common Council has reviewed the document. The CMAR is filed electronically and is due June 30, 2014.

This year we received a grade of “A” on 8 of 9 of the evaluation criteria. We received a grade of “D” on Biosolids Quality and Management. As you are aware, the grade of “D” is partly a result of insufficient biosolids storage, (i.e. not meeting the WDNR, 180 day storage capacity requirement). Biosolids storage is being addressed with the Biosolids Dewatering and Drying Project currently under construction.

The main reason for the grade “D” on the Biosolids Quality and Management section is as a result of the reported arsenic concentration of the March 2013 biosolids sample. The reported arsenic concentration of the March 2013 sample exceeded the ceiling limit. All the samples prior to and after the March sample were below the analytical method reporting limit. An analytical error is suspected as the March 2013 reported arsenic concentration is 100 times greater than the May 2013 sample concentration. I am currently working with the contracted laboratory to confirm if the reported arsenic concentration is accurate.

The grade “D” could be reduced to a grade “F” once points are added under Section 3.1.4 due to the biosolids that exceeded the ceiling limits were land applied. I am currently not able to change the “No” to a “Yes” in the referenced section. I am currently working with the DNR to resolve this reporting error.

Please note that the High Quality and Ceiling Limits for Biosolids Quality are not contained directly in the Wastewater Treatment Plant’s WPDES Permit. These limits were not on my radar as I had never completed the CMAR prior to the current report. In the future, if any the High Quality and Ceiling metal limits are exceeded, the sample will be reanalyzed if possible and a second sample will be collected and analyzed to confirm the result. If the original result is confirmed, then an investigation into the source of the pollutant will be conducted.

May 28, 2014

Draft wording for this resolution is attached to this memo. When the Common Council reviews the document and passes the resolution I will complete the electronic submittal process before the June 30, 2014 due date. If you have any questions, I am available upon request.

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Influent Flow and Loading

Questions								
1.	Monthly average flows and (C)BOD loadings.							
	InFluent No.701	Influent Monthly Average Flow, MGD	X	Influent Monthly Average (C)BOD Concentration on mg.l	X	8.34	=	Influent Monthly Average(C) BOD Loading, pounds/day
	January	10.27	X	194	X	8.34	=	16608
	February	9.721	X	224	X	8.34	=	18145
	March	12.21	X	166	X	8.34	=	16943
	April	19.34	X	107	X	8.34	=	17197
	May	13.99	X	145	X	8.34	=	16858
	June	11.19	X	195	X	8.34	=	18238
	July	8.978	X	220	X	8.34	=	16470
	August	8.011	X	273	X	8.34	=	18208
	September	7.702	X	291	X	8.34	=	18665
	October	7.798	X	267	X	8.34	=	17396
	November	8.014	X	251	X	8.34	=	16803
	December	7.582	X	311	X	8.34	=	19637
2.	Maximum month design flow and design (C)BOD loading.							
		Design	X	%	=	% of Design		
	Max Month Design Flow, MGD	25.2	x	90	=	22.68		
			x	100	=	25.2		
	Design (C)BOD, lbs./day	27940	x	90	=	25146		
			x	100	=	27940		

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

3. Number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent Flow	Number of times flow was greater than 90% of design	Number of times flow was greater than 100% of design	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each exceedance		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

4. Was the influent flow meter calibrated in the last year?

- Yes Enter last calibration date, MM/DD/YYYY 12/17/2013
- No -explain

5. Sewer Use Ordinance

5.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- Yes
- No

If No, please describe:

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 10px;"></div> <p>5.2 Was it necessary to enforce?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 10px;"></div>
--	---

6. Septage Receiving

	<p>6.1 Did you have requests to receive septage at your facility?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 33%;">Septic Tanks</th> <th style="width: 33%;">Holding Tanks</th> <th style="width: 33%;">Grease Traps</th> </tr> <tr> <td><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td><input checked="" type="radio"/> Yes <input type="radio"/> No</td> </tr> </table> <p>6.2 Did you receive septage at your facility? If yes, indicate volume in gallons</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 33%;">Septic Tanks</th> <th style="width: 33%;">Holding Tanks</th> <th style="width: 33%;">Grease Traps</th> </tr> <tr> <td><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td><input checked="" type="radio"/> Yes <input type="radio"/> No</td> <td><input checked="" type="radio"/> Yes <input type="radio"/> No</td> </tr> <tr> <td>676762 gal</td> <td>4220705 gal</td> <td>525060 gal</td> </tr> </table> <p>6.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Plant performance was not affected by receiving the hauled in wastes referenced above. </div>	Septic Tanks	Holding Tanks	Grease Traps	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Septic Tanks	Holding Tanks	Grease Traps	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	676762 gal	4220705 gal	525060 gal
Septic Tanks	Holding Tanks	Grease Traps														
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No														
Septic Tanks	Holding Tanks	Grease Traps														
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No														
676762 gal	4220705 gal	525060 gal														

7. Pretreatment

	<p>7.1 Did your facility experience operational problems, permit violations, biosolids quality concerns or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, describe the situation and your community's response:</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 10px;"></div> <p>7.2 Did your facility accept hauled industrial wastes, landfill leachate, etc?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the plant from the discharge of hauled industrial wastes.</p>
--	---

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

**Last Updated:
5/28/2014**

Reporting Year: 2013

Influent Flow and Loading (Continued)

	<p>Food processing wastes (cheese, sausage, and whey), landfill leachate, and coal combustion residual contact water. Industrial grease trap waste, manure digester effluent, and waste from ethanol production were also accepted for discharge directly into the anaerobic digesters. Samples are collected from each load discharged. The samples are then analyzed as needed to determine waste load allocations and the strength of the waste.</p>
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Effluent Quality and Plant Performance ((C)BOD)

Questions							
1.	Monthly average effluent values, exceedances, and points for (C)BOD:						
	Outfall No.001	Monthly Average C(BOD) Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average C(BOD) (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
	January	25	22.5	3	1	0	0
	February	25	22.5	4	1	0	0
	March	25	22.5	3	1	0	0
	April	25	22.5	2	1	0	0
	May	25	22.5	2	1	0	0
	June	25	22.5	3	1	0	0
	July	25	22.5	2	1	0	0
	August	25	22.5	3	1	0	0
	September	25	22.5	3	1	0	0
	October	25	22.5	3	1	0	0
	November	25	22.5	3	1	0	0
	December	25	22.5	4	1	0	0
	* Equals limit if limit is <=10						
	Months of Discharge/yr				12		
	Points per each exceedance with 12 months of discharge:					7	3
	Exceedances					0	0
	Points					0	0
	Total Number of Points						0
	<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>						
2.	If any violations occurred, what action was taken to regain compliance?						
3.	Was the effluent flow meter calibrated in the last year?						
	<input type="radio"/> Yes - enter last calibration date, MM/DD/YYYY: 						

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

**Last Updated:
5/28/2014**

Reporting Year: 2013

Effluent Quality and Plant Performance ((C)BOD) (Continued)

	<p><input checked="" type="radio"/> No - explain:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">There is no effluent flow meter.</div>
4.	<p>What problems, if any, were experienced over the last year that threatened treatment?</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">None.</div>
5.	<p>Other Monitoring and Limits</p>
	<p>5.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as metals, pH, residual chlorine, or fecal coliform?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
	<p>5.2 At any time in the past year was there an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">WET testing was completed in July-August 2013. The WET testing demonstrated no toxicity from the Sheboygan Regional WWTP's final effluent discharge.</div>
	<p>5.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> NA</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Effluent Quality and Plant Performance (Total Suspended Solids)

Questions							
1.	Monthly average effluent values, exceedances, and points for TSS:						
	Outfall No.001	Monthly Average TSS Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average TSS (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	
	January	30	27	5	1	0	
	February	30	27	5	1	0	
	March	30	27	4	1	0	
	April	30	27	4	1	0	
	May	30	27	4	1	0	
	June	30	27	5	1	0	
	July	30	27	3	1	0	
	August	30	27	2	1	0	
	September	30	27	3	1	0	
	October	30	27	3	1	0	
	November	30	27	4	1	0	
	December	30	27	5	1	0	
	* Equals limit if limit is <=10						
	Months of Discharge/yr				12		
	Points per each exceedance with 12 months of discharge:					7	3
	Exceedances					0	0
	Points					0	0
	Total Number of Points						0
	<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>						
2.	If any violations occurred, what action was taken to regain compliance?						

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Effluent Quality and Plant Performance (Phosphorus)

Questions					
1.	Monthly average effluent values, exceedances, and points for Phosphorus:				
	Outfall No.001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
	January	1	0.7	1	0
	February	1	0.6	1	0
	March	1	0.4	1	0
	April	1	0.3	1	0
	May	1	0.3	1	0
	June	1	0.5	1	0
	July	1	0.8	1	0
	August	1	0.5	1	0
	September	1	0.6	1	0
	October	1	0.5	1	0
	November	1	0.4	1	0
	December	1	0.5	1	0
	Months of Discharge/yr			12	
	Points per each exceedance with 12 months of discharge:				10
	Exceedances				0
	Total Number of Points				0
<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>					
2.	If any violations occurred, what action was taken to regain compliance?				

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management

	Questions	Points						
1.	<p>Biosolids Use/Disposal:</p> <p>1.1 How did you use or dispose of your biosolids?(Check all that apply)</p> <p> <input checked="" type="checkbox"/> Land Applied Under Your Permit <input type="checkbox"/> Publicly Distributed Exceptional Quality Biosolids <input type="checkbox"/> Hauled to Another Permitted Facility <input type="checkbox"/> Landfilled <input type="checkbox"/> Incinerated <input type="checkbox"/> Other </p> <p>NOTE:If you do not remove biosolids from your system annually, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc, and if biosolids were land applied last year, please also check top box above.</p> <p>1.1.1 If you checked Other, Please describe: <input style="width: 100%;" type="text"/></p>							
2.	<p>Land Application Site:</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td colspan="2" style="text-align: center;">Last Year's Approved and Active Land Application Sites</td> </tr> <tr> <td style="width: 50%;">2.1.1 How many acres did you have?</td> <td style="width: 50%;">2.1.2 How many acres did you use?</td> </tr> <tr> <td style="text-align: center;">9382.10 acres</td> <td style="text-align: center;">1736 acres</td> </tr> </table> <p>2.2 If you did not have enough acres for your land application needs, what action was taken? <input style="width: 100%;" type="text"/></p>	Last Year's Approved and Active Land Application Sites		2.1.1 How many acres did you have?	2.1.2 How many acres did you use?	9382.10 acres	1736 acres	
Last Year's Approved and Active Land Application Sites								
2.1.1 How many acres did you have?	2.1.2 How many acres did you use?							
9382.10 acres	1736 acres							
	<p>2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?</p> <p> <input type="radio"/> Yes(30 points) <input checked="" type="radio"/> No </p>	0						
	<p>2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) <input type="radio"/> N/A </p>	0						
3.	<p>Biosolids Metals</p> <p>Number of biosolids outfalls in your WPDES permit = 1</p> <p>3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year</p>							
BIOSOLIDS METALS CHARACTERISTICS								

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

Outfall:002 - LIQUID ANAEROBIC SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	mg/kg on a dry weight basis												Times Exceeded			
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling	
arsenic		41	75	<9.7		86.1		<.84		<21.6		<19.4		<19.1				1	1
cadmium		39	85	<5.2		<3.4		<.34		<5.4		<4.8		<4.8				0	0
copper		1500	4300	286		372		268		208		271		286				0	0
lead		300	840	<6.7		<33.8		68.8		<21.6		<19.4		<19.1				0	0
mercury		17	57	<.34		<.34		<1.3		<2.6		<2.3		<.002				0	0
molybdenum	60		75	<25.2		<25.3		10.9		<21.6		<19.4		<19.1		0			0
nickel	336		420	<12.9		<13		21.8		<21.6		<19.4		<19.1		0			0
selenium	80		100	<31.9		<25.3		<1.7		<21.6		<19.4		<19.1		0			0
zinc		2800	7500	515		591		515		515		515		458				0	0

	<p>3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel or selenium = 10</p>	10												
	<table border="1" style="margin: auto;"> <thead> <tr> <th colspan="3">Exceedance Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">0</td> <td style="text-align: center;">0 Points</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;">1-2</td> <td style="text-align: center;">10 Points</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">> 2</td> <td style="text-align: center;">15 Points</td> </tr> </tbody> </table>	Exceedance Points			<input type="radio"/>	0	0 Points	<input checked="" type="radio"/>	1-2	10 Points	<input type="radio"/>	> 2	15 Points	
Exceedance Points														
<input type="radio"/>	0	0 Points												
<input checked="" type="radio"/>	1-2	10 Points												
<input type="radio"/>	> 2	15 Points												
	<p>3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loadings at each land application site? (check applicable box)</p>	0												
	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) <input type="radio"/> NA. Did not exceed limits or no HQ limit applies (0 points) <input type="radio"/> NA. Did not land apply biosolids until limit was met(0 points) </p>													
	<p>3.1.3 Number of times any of the metals exceeded the ceiling limits = 1</p>	10												
	<table border="1" style="margin: auto;"> <thead> <tr> <th colspan="3">Exceedance Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">0</td> <td style="text-align: center;">0 Points</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;">1</td> <td style="text-align: center;">10 Points</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">> 1</td> <td style="text-align: center;">15 Points</td> </tr> </tbody> </table>	Exceedance Points			<input type="radio"/>	0	0 Points	<input checked="" type="radio"/>	1	10 Points	<input type="radio"/>	> 1	15 Points	
Exceedance Points														
<input type="radio"/>	0	0 Points												
<input checked="" type="radio"/>	1	10 Points												
<input type="radio"/>	> 1	15 Points												
	<p>3.1.4 Were biosolids land applied which exceeded the ceiling limit?</p>	0												
	<p> <input type="radio"/> Yes(20 points) <input checked="" type="radio"/> No (0 points) </p>													
	<p>3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?</p>													

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	<p>Has the source of the metals been identified?</p>																																	
	<div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p>Suspect analytical error. The biosolids samples collected prior to and after the March 2013 sample were all below the analytical detection limit for arsenic. If any metal limit is exceeded in the future, a second sample will be collected and analyzed to confirm the result. If the high result is confirmed, then an investigation into the source of the metal(s) will be conducted.</p> </div>																																	
4.	<p>Pathogen Control(per outfall):</p>																																	
	<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <tr><td style="width: 40%;">Outfall Number:</td><td>002</td></tr> <tr><td>Biosolids Class:</td><td>B</td></tr> <tr><td>Bacteria Type and Limit</td><td>F</td></tr> <tr><td>Sample Dates:</td><td>01/01/2013 12:00:00 AM - 02/28/2013 12:00:00 AM</td></tr> <tr><td>Density:</td><td>25100</td></tr> <tr><td>Sample Concentrator Amount:</td><td>CFU/G TS</td></tr> <tr><td>Process:</td><td></td></tr> <tr><td>Process Description:</td><td></td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40%;">Outfall Number:</td><td>002</td></tr> <tr><td>Biosolids Class:</td><td>B</td></tr> <tr><td>Bacteria Type and Limit</td><td>F</td></tr> <tr><td>Sample Dates:</td><td>03/01/2013 12:00:00 AM - 04/30/2013 12:00:00 AM</td></tr> <tr><td>Density:</td><td>8880</td></tr> <tr><td>Sample Concentrator Amount:</td><td>CFU/G TS</td></tr> <tr><td>Process:</td><td></td></tr> <tr><td>Process Description:</td><td></td></tr> </table>	Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit	F	Sample Dates:	01/01/2013 12:00:00 AM - 02/28/2013 12:00:00 AM	Density:	25100	Sample Concentrator Amount:	CFU/G TS	Process:		Process Description:		Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit	F	Sample Dates:	03/01/2013 12:00:00 AM - 04/30/2013 12:00:00 AM	Density:	8880	Sample Concentrator Amount:	CFU/G TS	Process:		Process Description:		
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COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	05/01/2013 12:00:00 AM - 06/30/2013 12:00:00 AM
Density:	16100
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	07/01/2013 12:00:00 AM - 08/31/2013 12:00:00 AM
Density:	19000
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	09/01/2013 12:00:00 AM - 10/31/2013 12:00:00 AM
Density:	70000
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	11/01/2013 12:00:00 AM - 12/31/2013 12:00:00 AM
Density:	5290
Sample Concentrator Amount:	CFU/G TS
Process:	
Process Description:	

4.1 If exceeded Class B limit or did not meet the process criteria at the time of land application(40 Points)

4.1.1 Was the limit exceeded or the process criteria not met at any time?

- Yes
 No

If yes, what action was taken?

5. Vector Attraction Reduction(per outfall):0

Outfall Number:	002
Method Date:	02/28/2013 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	04/30/2013 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	06/30/2013 12:00:00 AM

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Option Used To Satisfy Requirement:</td> <td>INJ</td> </tr> <tr> <td>Limit (if applicable):</td> <td></td> </tr> <tr> <td>Results (if applicable):</td> <td></td> </tr> </table>	Option Used To Satisfy Requirement:	INJ	Limit (if applicable):		Results (if applicable):							
Option Used To Satisfy Requirement:	INJ												
Limit (if applicable):													
Results (if applicable):													
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Method Date:	12/31/2013 12:00:00 AM												
Option Used To Satisfy Requirement:	INJ												
Limit (if applicable):													
Results (if applicable):													
	<p>5.1 If the limit or criteria was exceeded at the time of land application, 40 point</p> <p>5.1.1 Was the limit exceeded or the process criteria not met at any time?</p> <p> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 400px; margin-top: 10px;"></div>	0											
6.	Biosolids Storage: 10												
	<p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p> <input type="radio"/> >+ 180 days (0 points) <input checked="" type="radio"/> 150 - 179 days (10 points) </p>	10											

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	<input type="radio"/> 120 - 149 days (20 points) <input type="radio"/> 90 - 119 days (30 points) <input type="radio"/> < 90 days (40 points) <input type="radio"/> Not Applicable (0 points)	
	<p>6.2 If you check Not Applicable above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 400px; margin-bottom: 5px;"></div>	
7.	Issues:	
	<p>7.1 Describe any outstanding biosolids issues with treatment, use or overall mgt?</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>The Sheboygan WWTP is in the process of installing a biosolids dryer that will be capable of drying 50% of the biosolids. The dryer will bring the Sheboygan WWTP into full compliance with the 180 day biosolids storage requirement.</p> </div>	

Total Points Generated	30
Score (100 - Total Points Generated)	70
Section Grade	D

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Staffing and Preventative Maintenance (All Treatment Plants)

	Questions	Points
1.	<p>Was your wastewater treatment plant adequately staffed last year?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p>If No, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2.	<p>Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No. Explain </p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
3.	<p>Did your plant have a <u>documented AND implemented</u> plan for preventative maintenance on major equipment items?</p> <p> <input checked="" type="radio"/> Yes (Continue with questions below) <input type="radio"/> No (40 points and go to question 6) </p> <p>If No, explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
4.	<p>Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) </p>	0
5.	<p>Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> (Paper file system) <input type="radio"/> (Computer program) <input checked="" type="radio"/> (Both Paper and Computer) <input type="radio"/> No (10 points) </p>	0
6.	<p>Did your plant have a detailed O&M Manual that was used as a reference when needed?</p>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Staffing and Preventative Maintenance (All Treatment Plants) (Continued)

	<input checked="" type="radio"/> Yes <input type="radio"/> No		
7.	Rate the overall maintenance of your wastewater plant.		
	<input type="radio"/> Excellent <input checked="" type="radio"/> Very Good <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Poor		
	Describe your rating: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> The Sheboygan WWTP in the process of updating our maintenance program to utilize the software MA CMMS program. Sheboygan has a very experienced and qualified maintenance staff. </div>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

**Last Updated:
5/28/2014**

Reporting Year: 2013

Operator Certification and Education

	Questions	Points
1.	<p>Did you have a designated operator-in-charge during the report year?</p> <p> <input checked="" type="radio"/> Yes (0 point) <input type="radio"/> No (20 points) </p> <p>Name: <input style="width: 500px;" type="text" value="Sharon Thieszen"/></p> <p>Certification No: <input style="width: 500px;" type="text" value="35358"/></p>	0
2.	<p>In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?</p> <p>Required: <input style="width: 500px;" type="text" value="4 - A,C,E,F,G,I,J"/></p> <p>Held: <input style="width: 500px;" type="text" value="4 - A,C,E,F,G,H,I,J; T - B,E,L"/></p>	
3.	<p>Was the operator-in-charge certified at the appropriate level to operate this plant?</p> <p> <input checked="" type="radio"/> Yes (0 point) <input type="radio"/> No (20 points) </p>	0
4.	<p>In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation & maintenance of the plant that includes one or more of the following options (check all that apply):</p> <p> 4.1 <input checked="" type="checkbox"/> one or more additional certified operators on staff 4.2 <input type="checkbox"/> an arrangement with another certified operator 4.3 <input type="checkbox"/> an arrangement with another community with a certified operator 4.4 <input type="checkbox"/> an operator on staff who has an operator-in-training certificate for your plant and is expected be certified within one year 4.5 <input type="checkbox"/> a consultant to serve as your certified operator 4.6 <input type="checkbox"/> None of the above (20 points) </p> <p>Explain: <input style="width: 500px;" type="text"/></p>	0
5.	<p>If you had a designated operator-in-charge, was the operator-in-charge earning continuing education credits at the following rates?</p> <p>Grades T, 1, and 2:</p> <p> <input checked="" type="radio"/> Averaging 6 or more CEUs per year <input type="radio"/> Averaging less than 6 CEUs per year </p> <p>Grades 3 and 4:</p> <p> <input checked="" type="radio"/> Averaging 8 or more CEUs per year <input type="radio"/> Averaging less than 8 CEUs per year </p> <p>Not applicable:</p>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Operator Certification and Education (Continued)

	<input type="radio"/> See Question 1.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

**Last Updated:
5/28/2014**

Reporting Year: 2013

Financial Management

	Questions	Points						
1.	Person Providing This Financial Information							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name:</td> <td>Nancy Buss</td> </tr> <tr> <td>Telephone:</td> <td>(920) 459-3304</td> </tr> <tr> <td>E-Mail Address(optional):</td> <td>nancy.buss@sheboyganwi.gov</td> </tr> </table>	Name:	Nancy Buss	Telephone:	(920) 459-3304	E-Mail Address(optional):	nancy.buss@sheboyganwi.gov	
Name:	Nancy Buss							
Telephone:	(920) 459-3304							
E-Mail Address(optional):	nancy.buss@sheboyganwi.gov							
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0						
	<p> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 20px;"></div>							
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2013	0						
	<p> <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable (Private Facility) </p>							
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0						
	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points) </p>							
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)								
5.	Equipment Replacement Funds							
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2013	0						
	<p> <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable Explain: </p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 20px;"></div>							
	5.2 What amount is in your Replacement Fund? Equipment Replacement Fund Activity							
	5.2.1 Ending Balance Reported on Last Year's CMAR:	\$5323510.52						

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Financial Management (Continued)

	<p>5.2.2 Adjustments - \$419,958.17 if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</p> <p>5.2.3 Adjusted January 1st Beginning Balance \$4,903,552.35</p> <p>5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.) + \$0.00</p> <p>5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) - \$0.00</p> <p>5.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$4,903,552.35</p> <p>(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.)</p> <p>*5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>							
	<p>5.3 What amount <u>should</u> be in your replacement fund? \$1,919,124.00</p> <p>(If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)</p>							
	<p>5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No Explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>							
6.	Future Planning							
	<p>6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system?</p> <p><input type="radio"/> Yes (If yes, please provide major project information, if not already listed below)</p> <p><input checked="" type="radio"/> No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Bio-solids Drying that will create a Class A Biosolids product. The City has purchased a Medium Temperature Belt Dryer from Huber Technology USA. An installation construction contract was awarded in May 2013, with substantial completion of the project expected in September 2014.</td> <td style="text-align: center;">\$8000000</td> <td style="text-align: center;">2014</td> </tr> </tbody> </table>	Project Description	Estimated Cost	Approximate Construction Year	Bio-solids Drying that will create a Class A Biosolids product. The City has purchased a Medium Temperature Belt Dryer from Huber Technology USA. An installation construction contract was awarded in May 2013, with substantial completion of the project expected in September 2014.	\$8000000	2014	
Project Description	Estimated Cost	Approximate Construction Year						
Bio-solids Drying that will create a Class A Biosolids product. The City has purchased a Medium Temperature Belt Dryer from Huber Technology USA. An installation construction contract was awarded in May 2013, with substantial completion of the project expected in September 2014.	\$8000000	2014						
7.	Financial Management General Comments:							
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>							

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Financial Management (Continued)

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems

	Questions	Points
1.	Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit? <input type="radio"/> Yes <input checked="" type="radio"/> No	
2.	Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year? <input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4)	0
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	<input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> The Department of Public Works' mission is to improve the quality of life within the City of Sheboygan, by effectively developing, maintaining, and improving infrastructure, natural resources, and community services. The Department's Capacity Management, Operation, and Maintenance (CMOM) program is designed to contribute to this overall mission through the following Goals: Provide adequate sanitary sewer drainage without disruption of service. Provide proper resources for effective system management, operations, and maintenance. Provide adequate capacity to convey average and peak weather flows. Provide available resources to eliminate and mitigate all sanitary sewer overflows (SSOs). Provide proper notification to all parties with a reasonable potential for exposure. Provide proper training and education for personnel. </div> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input checked="" type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program <input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <input checked="" type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY 12/17/2013 <input checked="" type="checkbox"/> Pretreatment/Industrial control Programs <input checked="" type="checkbox"/> Fat, Oil and Grease control <input checked="" type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input type="checkbox"/> Private lateral inspections/repairs <input checked="" type="checkbox"/> Service and management agreements <input checked="" type="checkbox"/> Maintenance Activities: details in Question 4 <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly?	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

	<input checked="" type="checkbox"/> State plumbing code <input checked="" type="checkbox"/> DNR NR 110 standards <input checked="" type="checkbox"/> Local municipal code requirements <input checked="" type="checkbox"/> Construction, inspection and testing <input type="checkbox"/> Others: <input checked="" type="checkbox"/> Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have): <input type="checkbox"/> Alarm system and routine testing <input checked="" type="checkbox"/> Emergency equipment <input checked="" type="checkbox"/> Emergency procedures <input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc) <input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following? <input checked="" type="checkbox"/> Current and up-to-date sewer map <input checked="" type="checkbox"/> Sewer system plans and specifications <input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals Within your sewer system have you identified the following? <input checked="" type="checkbox"/> Areas with flat sewers <input checked="" type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input checked="" type="checkbox"/> Areas with chronic basement backups or SSO's <input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input checked="" type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input checked="" type="checkbox"/> Lift station capacity and/or pumping problems <input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed. <input type="checkbox"/> Special Studies Last Year (check only if applicable): <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others:										
4.	Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:										
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Cleaning</td> <td style="width: 10%; border: 1px solid black; text-align: center;">86.7</td> <td style="width: 60%;">% of system/year</td> </tr> <tr> <td>Root Removal</td> <td style="border: 1px solid black; text-align: center;">8.2</td> <td>% of system/year</td> </tr> <tr> <td>Flow Monitoring</td> <td style="border: 1px solid black; text-align: center;">0</td> <td>% of system/year</td> </tr> </table>	Cleaning	86.7	% of system/year	Root Removal	8.2	% of system/year	Flow Monitoring	0	% of system/year	
Cleaning	86.7	% of system/year									
Root Removal	8.2	% of system/year									
Flow Monitoring	0	% of system/year									

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

Smoke Testing	0	% of system/year
Sewer Line Televising	5.1	% of system/year
Manhole Inspections	10	% of system/year
Lift Station O&M	50	# per L.S./year
Manhole Rehabilitation	1.7	% of manholes rehabed
Mainline Rehabilitation	1.2	% of sewer lines rehabed
Private Sewer Inspections	0	% of system/year
Private Sewer I/I Removal	0	% of private services
Please include additional comments about your sanitary sewer collection system below:		
Increased staff dedicated to the sanitary sewer collection system from 2 to 4 full-time employees in 2013.		

5. Provide the following collection system and flow information for the past year:

40.25	Total Actual Amount of Precipitation Last Year
32	Annual Average Precipitation (for your location)
170	Miles of Sanitary Sewer
5	Number of Lift Stations
0	Number of Lift Station Failure
1	Number of Sewer Pipe Failures
80	Number of Basement Backup Occurrences
96	Number of Complaints
10.4	Average Daily Flow in MGD
19.3	Peak Monthly Flow in MGD(if available)
55.7	Peak Hourly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:
5/28/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

LIST OF SANITARY SEWER OVERFLOWS (SSO) REPORTED				
	Date	Location	Cause	Estimated Volume (MG)
1.	07/30/2013 8:00:00 AM to 07/30/2013 8:15:00 AM	1501 and 1503 Alabama Ave, Sheboygan		0.0008
<p>** If there were any SSO's that are not listed above, please contact the DNR and stop work on this section until corrected.</p> <p>What actions were taken, or are underway, to reduce or eliminate SSO occurrences in the future?</p> <div style="border: 1px solid black; padding: 5px;"> Education within City departments on proper sanitary sewer backup responses; rehabilitation of sanitary sewer mains when roads are constructed; root control and mineral deposit cutting; and grease control/cleaning. </div>				
PERFORMANCE INDICATORS				
0.00	Lift Station Failures(failures/ps/year)			
0.01	Sewer Pipe Failures(pipe failures/sewer mile/yr)			
0.01	Sanitary Sewer Overflows (number/sewer mile/yr)			
0.47	Basement Backups(number/sewer mile)			
0.56	Complaints (number/sewer mile)			
1.9	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)			
5.4	Peaking Factor Ratio(Peak Hourly:Annual daily Average)			
6.	Was infiltration/inflow(I/I) significant in your community last year?			
<p style="text-align: center;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px;"> During high rain events, infiltration/inflow led to sanitary sewer surcharges and basement backups. </div>				
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?			
<p style="text-align: center;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px;"> Infiltration/inflow has directly lead to basement backups. </div>				
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?			
<div style="border: 1px solid black; padding: 5px;"> Above average precipitation during 2013 led to increased infiltration/inflow which caused an increase in basement backups as compared to 2012 which was a dryer than average year. </div>				

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

**Last Updated:
5/28/2014**

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

9.	What is being done to address infiltration/inflow in your collection system?	
	Ongoing Sanitary sewer rehabilitation and manhole repairs. Private properties are inspected for illegal clear water connections. There were 1080 clear water inspections performed during 2013 and 79 illegal connections to the sanitary sewer system in 2013.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:

Reporting Year: 2013

WPDES No.0025411

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent Loadings	A	4.0	3	12
Effluent Quality:BOD	A	4.0	10	40
Effluent Quality:TSS	A	4.0	5	20
Effluent Quality:P	A	4.0	3	12
Biosolids Mgt.	D	1.0	5	5
Prev.Maintenance.Staffing	A	4.0	1	4
Operator Certification	A	4.0	1	4
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			32	113
GRADE POINT AVERAGE(GPA)=3.53		3.53		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant

Last Updated:

Reporting Year: 2013

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSO's were reported):	
Influent Flow and Loadings: Grade=A	
Effluent Quality: BOD: Grade=A	
Effluent Quality: TSS: Grade=A	
Effluent Quality: Phosphorus: Grade=A	
Biosolids Quality and Management: Grade=D	
Staffing: Grade=A	
Operator Certification: Grade=A	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 3.53	

IX

R. C. No. - 14 - 15 . By PUBLIC PROTECTION AND SAFETY. June 19, 2014.

Your Committee to whom was referred Gen. Ord. No. 13-14-15 by Alderperson Hammond placing stop signs at the southwest and northeast corners of N. 12th St. and North Ave.; recommends that the Ordinance 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

11

1. The first part of the document is a list of names and addresses of the members of the committee. The names are listed in alphabetical order. The addresses are listed in the same order as the names. The list is as follows:

Name	Address
Mr. A. B. C.	123 Main St., New York, N.Y.
Mr. D. E. F.	456 Elm St., Boston, Mass.
Mr. G. H. I.	789 Oak St., Chicago, Ill.
Mr. J. K. L.	101 Pine St., Philadelphia, Pa.
Mr. M. N. O.	202 Cedar St., St. Louis, Mo.
Mr. P. Q. R.	303 Birch St., San Francisco, Cal.
Mr. S. T. U.	404 Spruce St., Portland, Me.
Mr. V. W. X.	505 Fir St., Seattle, Wash.
Mr. Y. Z. A.	606 Ash St., Denver, Colo.
Mr. B. C. D.	707 Hickory St., Kansas City, Mo.
Mr. E. F. G.	808 Walnut St., Cincinnati, Ohio.
Mr. H. I. J.	909 Chestnut St., Pittsburgh, Pa.
Mr. K. L. M.	1010 Sycamore St., Milwaukee, Wis.
Mr. N. O. P.	1111 Poplar St., St. Paul, Minn.
Mr. Q. R. S.	1212 Magnolia St., New Orleans, La.
Mr. T. U. V.	1313 Dogwood St., Savannah, Ga.
Mr. W. X. Y.	1414 Redwood St., San Jose, Cal.
Mr. Z. A. B.	1515 Cypress St., Houston, Tex.
Mr. C. D. E.	1616 Juniper St., Salt Lake City, Utah.
Mr. F. G. H.	1717 Willow St., Sacramento, Cal.
Mr. I. J. K.	1818 Cottonwood St., Las Vegas, Nev.
Mr. L. M. N.	1919 Olive St., Albuquerque, N.M.
Mr. O. P. Q.	2020 Pear St., Phoenix, Ariz.
Mr. R. S. T.	2121 Peach St., Tucson, Ariz.
Mr. U. V. W.	2222 Apple St., Fresno, Cal.
Mr. X. Y. Z.	2323 Orange St., Bakersfield, Cal.
Mr. A. B. C.	2424 Lemon St., Modesto, Cal.
Mr. D. E. F.	2525 Grape St., Yuba City, Tex.
Mr. G. H. I.	2626 Plum St., Port Harlan, Tex.
Mr. J. K. L.	2727 Cherry St., Amarillo, Tex.
Mr. M. N. O.	2828 Strawberry St., Dalhart, Tex.
Mr. P. Q. R.	2929 Raspberry St., Amarillo, Tex.
Mr. S. T. U.	3030 Blueberry St., Amarillo, Tex.
Mr. V. W. X.	3131 Blackberry St., Amarillo, Tex.
Mr. Y. Z. A.	3232 Elderberry St., Amarillo, Tex.
Mr. B. C. D.	3333 Mulberry St., Amarillo, Tex.
Mr. E. F. G.	3434 Elderflower St., Amarillo, Tex.
Mr. H. I. J.	3535 Elderflower St., Amarillo, Tex.
Mr. K. L. M.	3636 Elderflower St., Amarillo, Tex.
Mr. N. O. P.	3737 Elderflower St., Amarillo, Tex.
Mr. Q. R. S.	3838 Elderflower St., Amarillo, Tex.
Mr. T. U. V.	3939 Elderflower St., Amarillo, Tex.
Mr. W. X. Y.	4040 Elderflower St., Amarillo, Tex.
Mr. Z. A. B.	4141 Elderflower St., Amarillo, Tex.
Mr. C. D. E.	4242 Elderflower St., Amarillo, Tex.
Mr. F. G. H.	4343 Elderflower St., Amarillo, Tex.
Mr. I. J. K.	4444 Elderflower St., Amarillo, Tex.
Mr. L. M. N.	4545 Elderflower St., Amarillo, Tex.
Mr. O. P. Q.	4646 Elderflower St., Amarillo, Tex.
Mr. R. S. T.	4747 Elderflower St., Amarillo, Tex.
Mr. U. V. W.	4848 Elderflower St., Amarillo, Tex.
Mr. X. Y. Z.	4949 Elderflower St., Amarillo, Tex.
Mr. A. B. C.	5050 Elderflower St., Amarillo, Tex.

~~X~~

8.2

Gen. Ord. No. 13 - 14 - 15. By Alderperson ~~HAMMOND~~ June 2, 2014.

AN ORDINANCE placing stop signs at the southwest and northeast corners of N. 12th St. and North Ave.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled, "Erection of Official Signs," stop signs for shall be added requiring eastbound and westbound traffic on North Avenue to stop at the intersection of North 12th Street and North Avenue.

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.

*PPS.
file*

[Handwritten Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. - 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

III

X

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

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
acc. file*

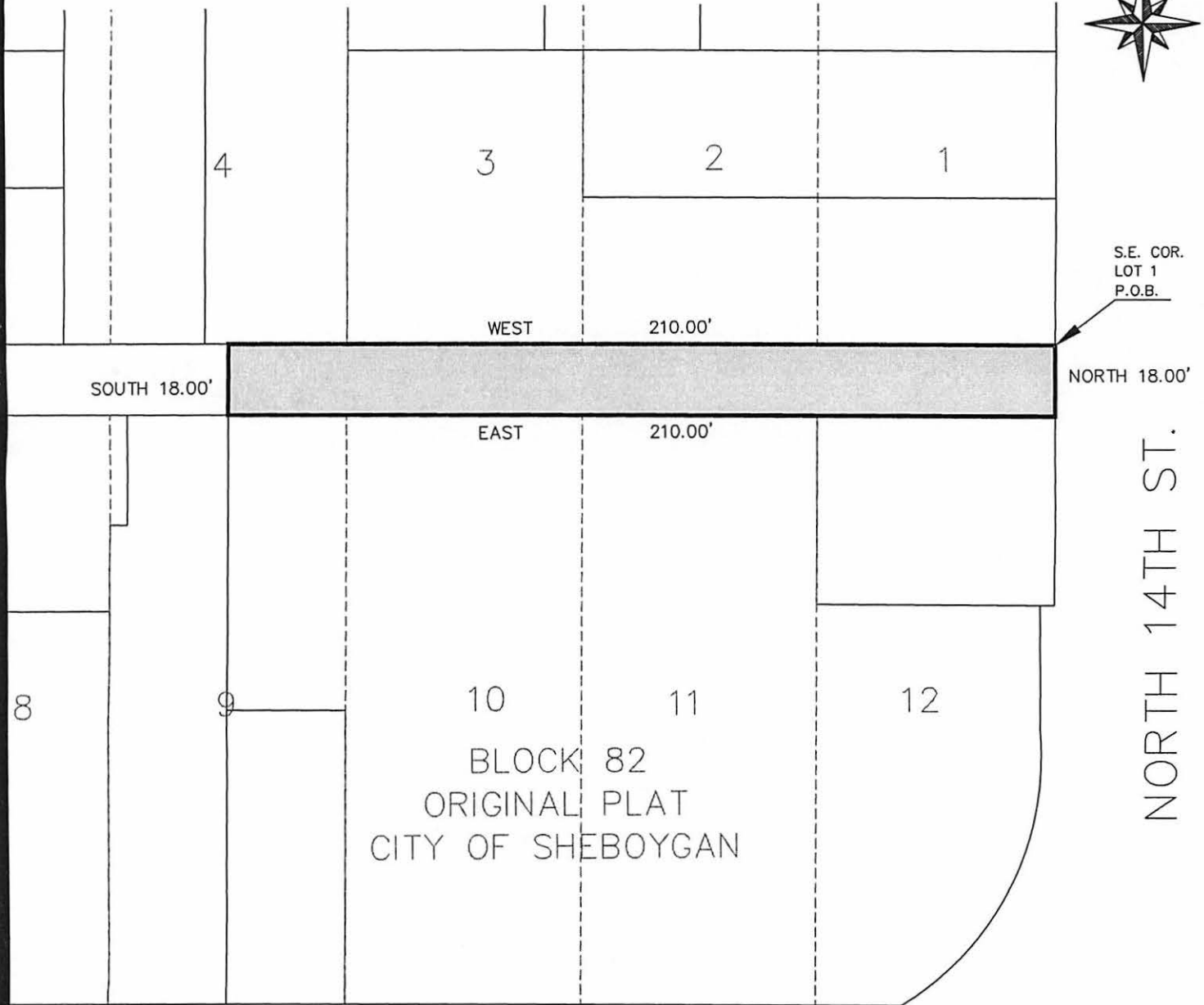
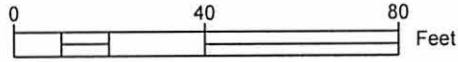
Susan Richards

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



**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.

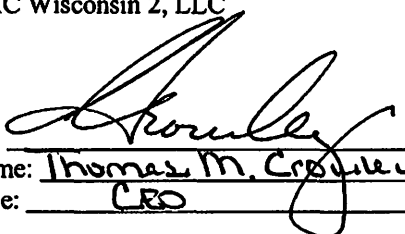
NOTICE IS HEREBY GIVEN, that an application has been made to the Common Council of the City of Sheboygan pursuant to Wisconsin Statute 66.1003 for the vacation of a paved alley located in the City of Sheboygan, County of Sheboygan, which is more specifically situated and located as follows:

Please see attached **Exhibit A**.

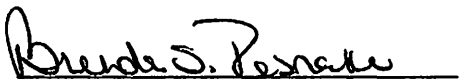
The vacation/discontinuance process is pending. This notice of pendency is being recorded pursuant to Wisconsin Statutes section 840.11(1).

The Party who made the above application is as follows:

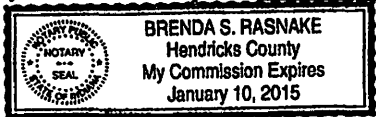
TMC Wisconsin 2, LLC

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: 11/10/15



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

*KAC - DRK
Apartment
Rentals,
KAC*

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

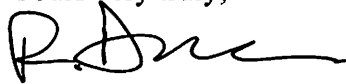
2. Check in the amount of \$150.00 made out to the City of Sheboygan for vacation petition filing fee;

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

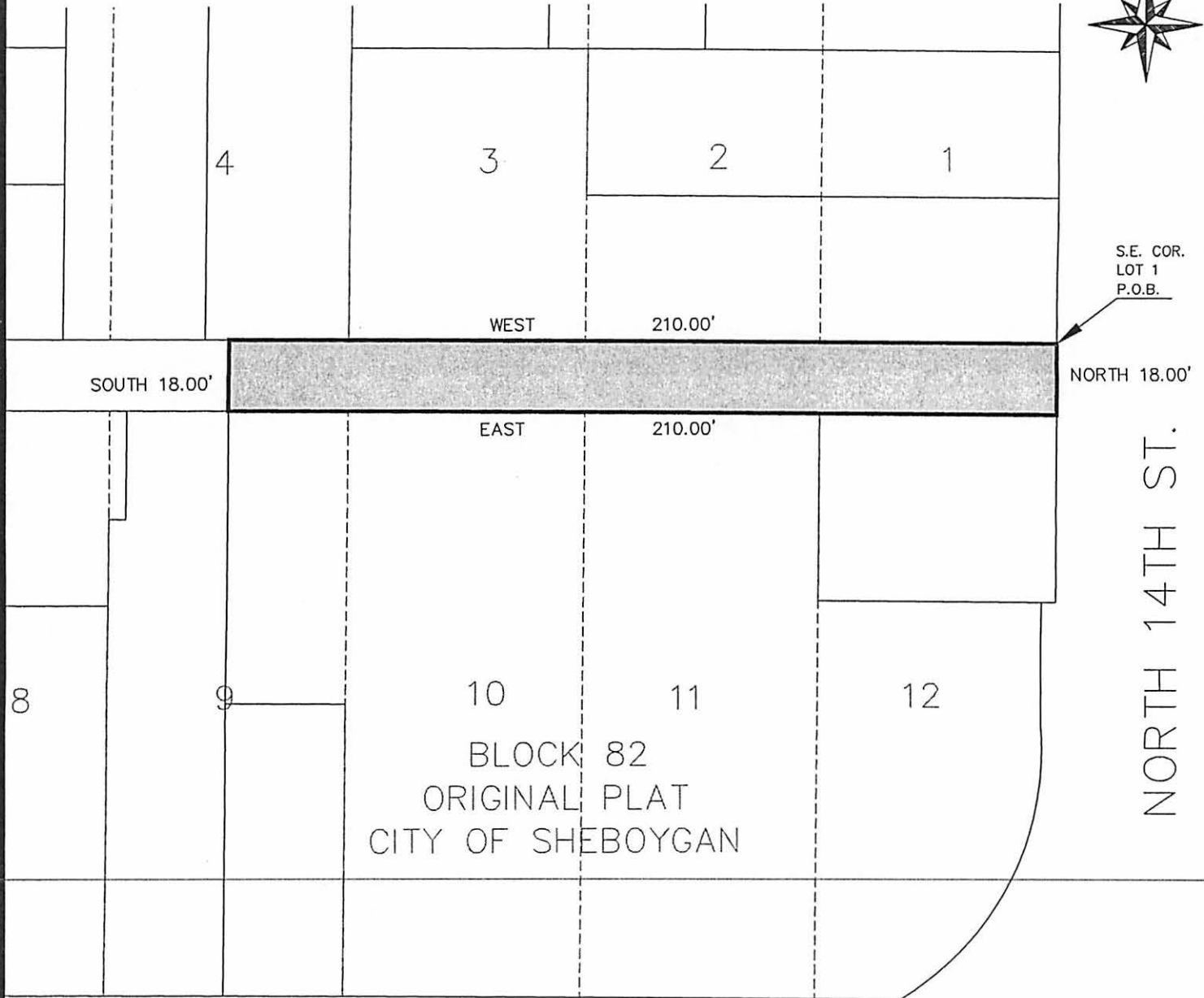
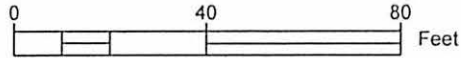
15004850v1

Encs.

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'

SOUTH 18.00'

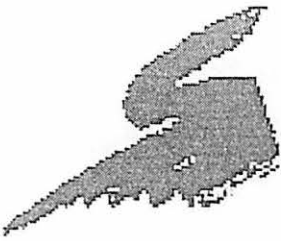
WEST 210.00'

EAST 210.00'

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

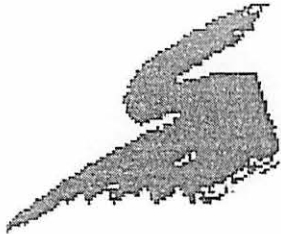
SCR

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.

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

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.*

II

R. O. No. - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting a Summons and Complaint in the matter of Bank of America,
N.A. vs Michelle M. Zabel et al.

Finance

Susan Richards

City Clerk

II

Handwritten text, possibly a signature or name, written in cursive.

Bank of America, N.A.
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

CIRCUIT COURT BRANCH 1
L EDWARD STENDEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff

SUMMONS

Case No:

14CV0323

vs

Case Code: 30404

Michelle M. Zabel
2034 North 10th Street
Sheboygan, WI 53081

Robert J. Zabel
2034 North 10th Street
Sheboygan, WI 53081

City of Sheboygan, Wisconsin, Department of City
Development
807 Center Avenue
Sheboygan, WI 53081

Defendants

SHEBOYGAN COUNTY
WISCONSIN
14 MAY 22 12:51
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the statutes. The answer must be sent or delivered to the court, whose address is:

Sheboygan County Clerk of Circuit Court
615 N. 6th Street
Sheboygan, WI 53081-4692


and to the plaintiff's attorney whose address is:

Blommer Peterman, S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, the court may grant judgment against you for an award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 20th day of May, 2014



Atty. Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. 1063071
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

Process Server:
Time: 11:10 am Date: 6-9-14
Address of Serve:

Person Served:

Person
Posted

Substitute
Corporate

G. Schwabacher

Bank of America, N.A.
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

COMPLAINT

Case No:

14CV0323

vs.

Case Code: 30404

Michelle M. Zabel
2034 North 10th Street
Sheboygan, WI 53081

Robert J. Zabel
2034 North 10th Street
Sheboygan, WI 53081

City of Sheboygan, Wisconsin, Department of City
Development
807 Center Avenue
Sheboygan, WI 53081

Defendants

SHEBOYGAN COUNTY
WISCONSIN
14 MAY 22 PM 2:51
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, Blommer Peterman S.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Bank of America, N.A. is the plaintiff in this action and is a foreign corporation with offices located at 4161 Piedmont Parkway, NC4-105-03-04, Greensboro, NC 27416. Bank of America, N.A., directly or through an agent, has possession of the promissory note. The promissory note has been duly indorsed. Bank of America, N.A. is the current mortgagee of record.
2. That Michelle M. Zabel is an adult who, upon information and belief, resides at 2034 North 10th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
3. That Robert J. Zabel is an adult who, upon information and belief, resides at 2034 North 10th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
4. That City of Sheboygan, Wisconsin, Department of City Development is a party to this action by virtue of a Junior Mortgage between Michelle M. Zabel and Robert J. Zabel, mortgagors, and City of Sheboygan, Wisconsin, Department of City Development, mortgagee, dated May 3, 2005 and recorded May 31, 2005 as document number 1766554 in the amount of \$7,000.00.

5. That City of Sheboygan, Wisconsin, Department of City Development is a party to this action by virtue of a Junior Mortgage between Michelle M. Zabel and Robert J. Zabel, mortgagors, and City of Sheboygan, Wisconsin, Department of City Development, mortgagee, dated May 3, 2005 and recorded May 31, 2005 as document number 1766555 in the amount of \$14,333.00.
6. On or about August 29, 2003 for value received, mortgagors executed and delivered to the original lender, Countrywide Home Loans, Inc., a note in writing dated that date and thereby promised to pay interest on the principal balance of \$89,594.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagors duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. which mortgage was recorded September 5, 2003 as document number 1706229. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to Countrywide Home Loans, Inc., by an assignment recorded on October 15, 2007 as document number 1837808.
9. That mortgage was subsequently assigned to Bank of America, N.A., by an assignment recorded on May 19, 2014 as document number 1986348. A copy of said assignment is attached to this complaint as Exhibit "C".
10. The mortgagors failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagors owes for the December, 2013 and subsequent payments and owes a principal balance of \$75,105.32 accruing interest at the current rate of 6.50000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
11. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagors in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
12. The property consists of a Single Family Property known as 2034 North 10th Street, Sheboygan, WI 53081. The property does constitute the homestead of the mortgagors and has not been abandoned by the mortgagors. The legal description of the property is as follows:

LOT NUMBER EIGHT (8), BLOCK NUMBER TWO (2), ASSESSMENT
SUBDIVISION NUMBER TWELVE (12) OF THE CITY OF SHEBOYGAN,
ACCORDING TO THE RECORDED PLAT THEREOF.

13. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six (6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
14. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption;

For amounts due the plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;

That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;

That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;

That the mortgagors or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

That plaintiff have such other and further relief as may be just and equitable.

Dated this 20th day of May, 2014



Atty. Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. **1063071**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (the act)
15 U.S.C. Section 1692, as Amended**

1. Blommer Peterman, S.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to Blommer Peterman, S.C. will be used for that purpose.
2. The amount of the debt is stated in the complaint attached hereto.
3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay cannot be calculated herein. Hence, to learn the total amount you owe to the plaintiff, write or call the undersigned office stated in paragraph 7 of the Notice.
4. The debt described in the complaint attached hereto will be assumed valid by Blommer Peterman, S.C. unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
5. If the debtor notifies Blommer Peterman, S.C. in writing within thirty days of the receipt of this notice that the debt of any portion thereof is disputed, Blommer Peterman, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by Blommer Peterman, S.C.
6. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to Blommer Peterman, S.C. within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Blommer Peterman, S.C.
7. **The law does not require Blommer Peterman, S.C. to wait until the end of the thirty day period before suing you to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of the notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**
8. Written request should be addressed to Blommer Peterman, S.C., 165 Bishops Way, Suite 100, Brookfield, WI 53005. 262-790-5719
9. This advice pertains to your dealings with our firm as a debt collector. It does not affect your dealings with the court, and in particular, it does not change the time at which you must answer the complaint. The summons is a command from the Court, not from our firm, and you must follow its instructions, even if you dispute the validity or the amount of the debt. The advice in this notice also does not affect our relations with the court. As attorneys, we may file papers in the suit according to the court's rules and the judge's instructions.

If you have previously received a Chapter 7 discharge in bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

Prepared by: JACQUELYN R. LOBERG

Wisconsin

LOAN #:

NOTE

FHA Case No.

WI5812534811703

AUGUST 29, 2003

[Date]

2034 NORTH 10TH ST, SHEBOYGAN, WI 53083

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means COUNTRYWIDE HOME LOANS, INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of EIGHTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S. \$ 89,594.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX & ONE-HALF percent (6.500 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on OCTOBER 1ST, 2003. Any principal and interest remaining on the first day of SEPTEMBER, 2033, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 660694, Dallas, TX 75266-0694 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 566.30. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.



CASE #: WI5812534811703

LOAN #:

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Robert J. Zabeu

ROBERT J. ZABEU (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
BANK OF AMERICA, N.A.
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY *Michele Sjolander*

MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

PAY TO THE ORDER OF
Countrywide Home Loans, Inc
Without Recourse
Countrywide Home Loans Servicing LP

David A. Spector

David A. Spector
Managing Director

PAY TO THE ORDER OF
Countrywide Home Loans Servicing LP
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

David A. Spector

David A. Spector
Managing Director

PAY TO THE ORDER OF

WITHOUT RECOURSE
BANK OF AMERICA, N.A.

BY *Donald W. Whaley*

DONALD W. WHALEY
ASSISTANT VICE PRESIDENT

MORTGAGE

1706229

SHEBOYGAN COUNTY, WI
RECORDED ON

09/05/2003 11:11AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 29.00
TRANSFER FEE:

STAFF ID 11
TRANS # 28946

OF PAGES: 10

DOCUMENT NUMBER:

NAME & RETURN ADDRESS:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL IDENTIFIER NUMBER:
59281704210

[Space Above This Line For Recording Data]

WI5812534811703
[Case #]

0003151438608003
[Doc ID #]

FHA Case No.

WI5812534811703

State of Wisconsin

MIN1000157-0002913307-7

THIS MORTGAGE ("Security Instrument") is given on AUGUST 29, 2003 . The Mortgagor is ROBERT J ZABEL, A MARRIED MAN

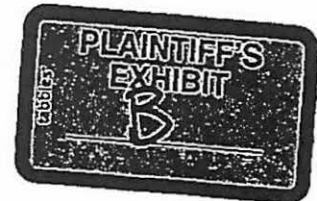
("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. COUNTRYWIDE HOME LOANS, INC.

("Lender") is organized and existing under the laws of NEW YORK , and has an address of 4500 Park Granada, Calabasas, CA 91302-1613 Borrower owes Lender the principal sum of EIGHTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S. \$ 89,594.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01, 2033 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 2034 NORTH 10TH ST, SHEBOYGAN
[Street, City]
Wisconsin 53083 ("Property Address");
[Zip Code]

Initials: RZ MS
Amended 2/01



File No.: 300942

EXHIBIT A

Lot Number Eight (8), Block Number Two (2), Assessment Subdivision Number Twelve (12) of the City of Sheboygan, according to the recorded plat thereof.

Tax Key #59281704210



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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4, in any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

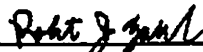
21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.


[Check applicable box(es)].

Condominium Rider Growing Equity Rider Other [specify]
 Planned Unit Development Rider Graduated Payment Rider SEC 60 248

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



ROBERT J. ZABEL (Seal)
-Borrower



MICHELLE M. ZABEL JOINS THE EXECUTION OF THE (Seal)
MORTGAGE SOLELY FOR PURPOSES OF COMPLYING WITH (Borrower)
WIS STAT §706.02(1) (F)

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF WISCONSIN,

County as:

The foregoing instrument was acknowledged before me this 8-29-03

by Robert J. Zabel + Michelle M. Zabel

My Commission Expires:

9-12-04

J. J. R. [Signature]
Notary Public, State of Wisconsin

This instrument was prepared by JACQUELYN R. LOBERG
COUNTRYWIDE HOME LOANS, INC.
1524 SOUTH 108TH STREET, WEST ALLIS, WI 53227



(Seal)

RIDER FOR SECTION 248 MORTGAGE

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #: .
59281704210

Prepared By:
JACQUELYN R. LOBERG
COUNTRYWIDE HOME LOANS, INC.

1524 SOUTH 108TH STREET
WEST ALLIS
WI 53214-4019

FHA Case No. WI5812534811703

THIS RIDER FOR SECTION 248 MORTGAGE is made this 29th day of AUGUST, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
2034 NORTH 10TH ST
SHEBOYGAN, WI 53083
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. The interests of the Borrower in the Property described above were created by a lease agreement from as lessor, dated . Any reference to the "Property" shall be construed as referring only to the interest of Borrower created by such lease or any replacement lease.
- B. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal District Court, or other court of competent jurisdiction. Section 248(f)(5) of the National Housing Act grants to any such court the jurisdiction to convey to the Secretary the remaining life of a lease on the Property and to order eviction of the delinquent Borrower.
- C. Any purchaser at foreclosure sale other than the Secretary must receive the written consent of the lessor or, if lessor is not an Indian tribe, the tribe of which lessor is a member. The purchaser shall receive a lease for the remaining term of the existing lease unless the tribe consents to an assumption of the existing lease.
- D. This Security Instrument may be assumed, subject to credit approval by the Lender and the consent of the tribe to an assumption of the existing lease or the grant of the new lease. Assumption shall not cause an adjustment of the interest rate.
- E. A sale of Property subject to the Security Instrument without an assumption of the Security Instrument may be made if a new lease for the remaining term of the existing lease is granted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider for Section 248 Mortgage.

Robert J. Zabel

ROBERT J. ZABEL (Seal)
-Borrower

Michelle M. Zabel

MICHELLE M. ZABEL (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE BAR OF WISCONSIN FORM 14- 1998
ASSIGNMENT OF MORTGAGE

Document Number

Countrywide Home Loans, Inc., Assignor, for a valuable consideration assigns to Bank of America, N.A., the Mortgage executed by Michelle M. Zabel, Robert J. Zabel to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. on August 29, 2003 and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin, on September 5, 2003 as Document Number 1706229.

1986348
SHEBOYGAN COUNTY, WI
RECORDED ON
05/19/2014 3:05 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Said Mortgage secures an original principal balance of \$89,594.00

For information purposes only:
Address: 2034 North 10th Street, Sheboygan, WI 53081

Recording Area
Name and Return Address
Blommer Peterman S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005

59281704210
Parcel Identification Number (PIN)

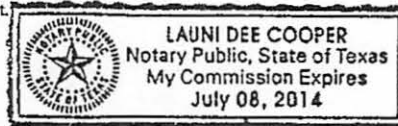
LOT NUMBER EIGHT (8), BLOCK NUMBER TWO (2), ASSESSMENT SUBDIVISION NUMBER TWELVE (12) OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

This Assignment is made without recourse.
Assignor is the mortgagee of record and has good right to assign it.

Dated this 15 day of May, 2014.

Countrywide Home Loans, Inc.

[Signature]
BY: Nina Danielle Escamilla
Assistant Vice President



ACKNOWLEDGMENT

State of TEXAS
County of DALLAS

AUTHENTICATION
Signature(s) [Signature] 5-15-14

Personally came before me this 15 day of May, 2014
the above named

authenticated this 15 day of May, 2014.

Nina Danielle Escamilla

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:
Chaz M. Rodriguez, State Bar No. 1063071

[Signature]
* Launi Dee Cooper
Notary Public, State of TEXAS

(Signatures may be authenticated or acknowledged.
Both are not necessary.)

My Commission is permanent.
(If not, state expiration date: July 08, 2014)

* Names of persons signing in any capacity should be typed or printed below their signatures



II

R. O. No. _____ - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting a communication from Mai Seng Xiong requesting a waiver from the Sex Offender Residency restrictions in order to live at 1555 N. 15th St.

PP+B.

Susan Richards
City Clerk

III

Edward F. ...

JUN 4 '14 PM 4:56

Date 6.4.14

My name is Mai Seng Xiong

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1555 N. 15 St

Sheboygan, WI 5308

Signature Mai Seng Xiong

Phone No 920.254-1449

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

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

II

R. O. No. - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting a communication from Gabriel Gonzalez Ramirez requesting a waiver from the Sex Offender Residency restrictions in order to live at 334A Huron Ave.

PP+S

Susan Richards
City Clerk

III

breakfast

MAR 31 '14 PM 3:46

Date 3/25/14

My name is Gabriel Gonzalez Ramirez

I am requesting a waiver to the Sexual Residency Requirements so I may live at 334A Huron Ave.

Sheboygan, WI 53083

Signature [Handwritten Signature]

Phone No (920) 946-5984 (or)
(920) 267-7087

Lisa -
Would you please
put this on next
PP+S agenda?
He ~~was~~ missed a PP+S
mtg. weeks ago -
Thanks -
Lisa

II

R. O. No. - 14 - 15 . By CITY CLERK. June 16, 2014.

Submitting a communication from Timothy G. Elliott requesting a waiver from the Sex Offender Residency restrictions in order to live at 926A St. Clair Ave.

PP+S

Susan Richards

III

identifying course

JUN 11 '14 PM 3:09

Date 6-11-2014

My name is Timothy G. Elliott

I am requesting a waiver to the Sexual Residency Requirements so I may live at 926 A. St. Clair

Avenue, Sheboygan WI 53081.

Signature Timothy G. Elliott

Phone No 920-889-2883

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

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

II

R. O. No. - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting a communication from Cordarro Pena requesting a waiver from the Sex Offender Residency restrictions in order to live at 406/408 Center Ave.

PP+B



City Clerk

III

Handwritten signature

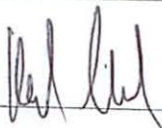
JUN 11 '14 PM 3:46

Date 06/02/14

My name is _____ residency for Cordarro Peña

I am requesting a waiver to the Sexual Residency Requirements so ~~he~~ may live at 406/408 Center Avenue

Signature _____



x



Phone No 920-254-0383

phone # is April Lloyd ... will be attending hearing

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. 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

Finance

III

FROM

TO

AMOUNT

Establishing appropriation for purchase of 1020 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

III

Res. No. _____ - 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

France

III

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



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		
<input type="checkbox"/> Other : _____	(920) 459-3800		

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)

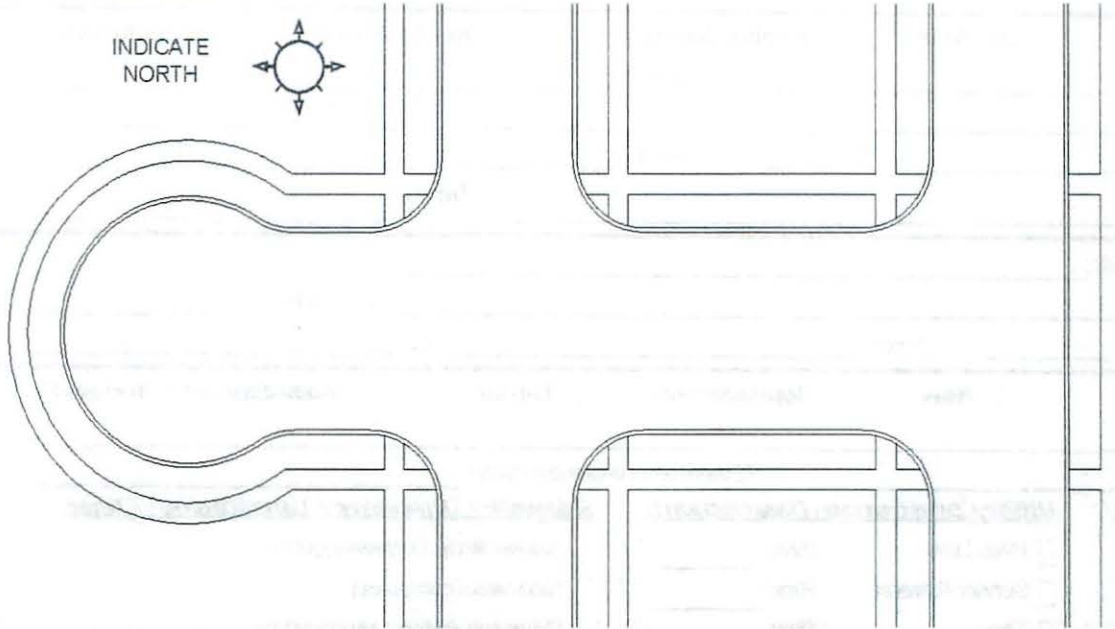
Surface Restoration: **TEMPORARY** **PERMANENT**

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.

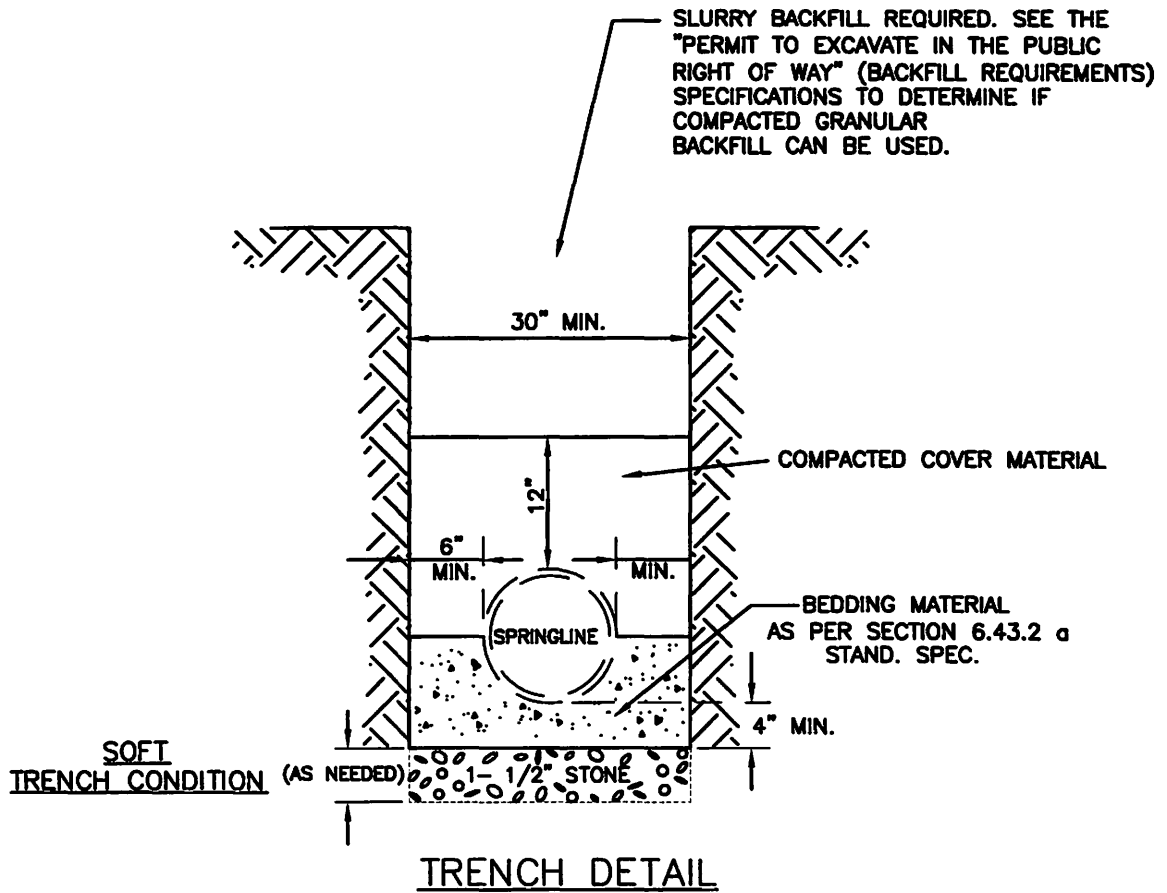
The gradation values listed are the extreme limits for design purposes. Production testing tolerances may allow mixture production values that exceed the aggregate master range.

Gradation*

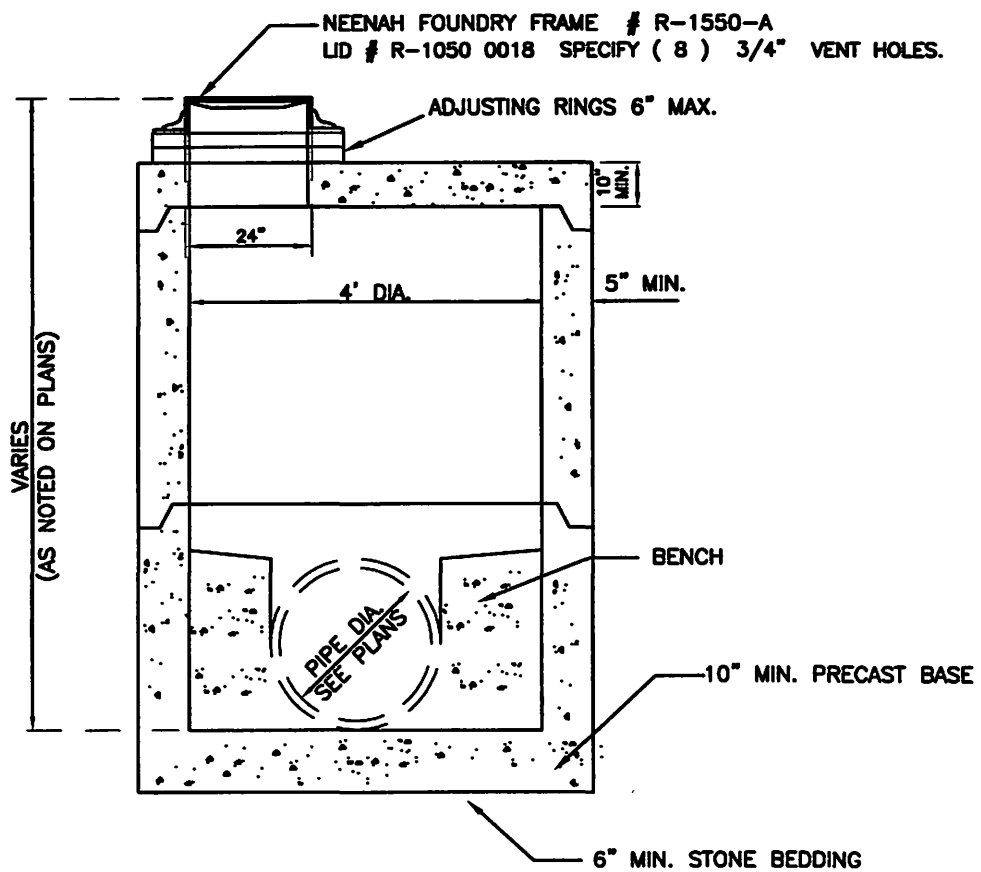
Sieve Size	12.5 mm
25.0 mm	
19.0 mm	100
12.5 mm	90 – 100
9.5 mm	90 max.
4.75 mm	
2.36 mm	28 – 58
1.18 mm	
600 µm	
300 µm	
75 µm.	2 – 10

*Percent passing of total aggregate weight

SECTION STORM SEWER DETAILS

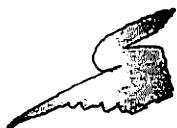


SECTION STORM SEWER DETAILS



4' DIAMETER PRECAST STORM MANHOLE

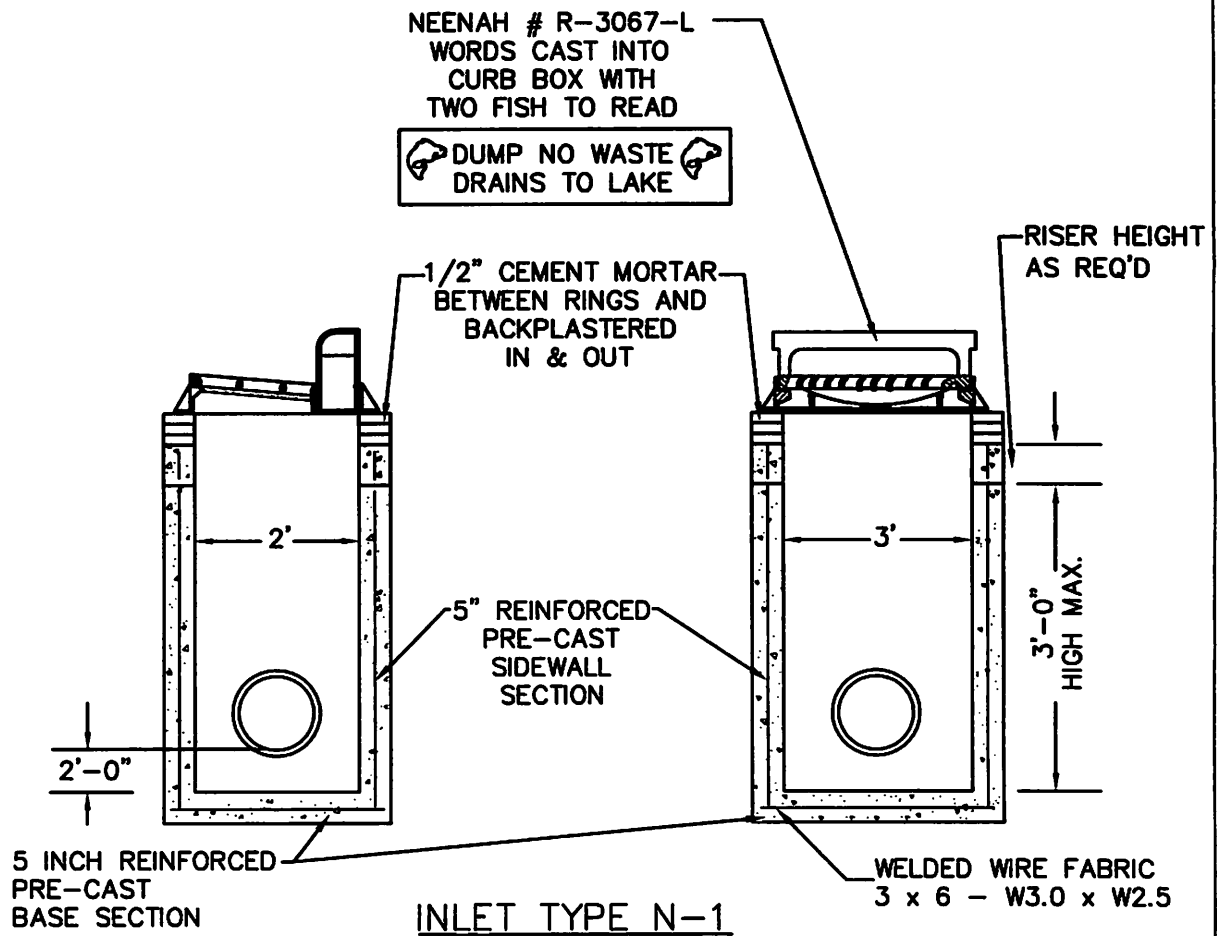
NTS



City of
Sheboygan
spirit on the lake

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

SECTION STORM SEWER DETAILS



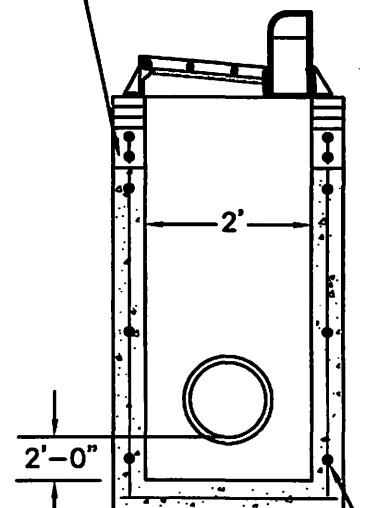
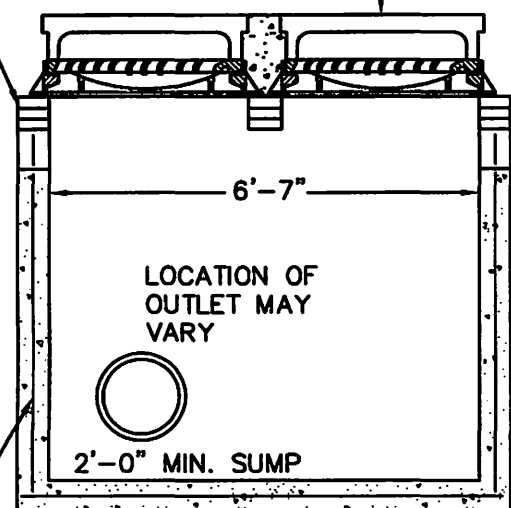
SECTION STORM SEWER DETAILS

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

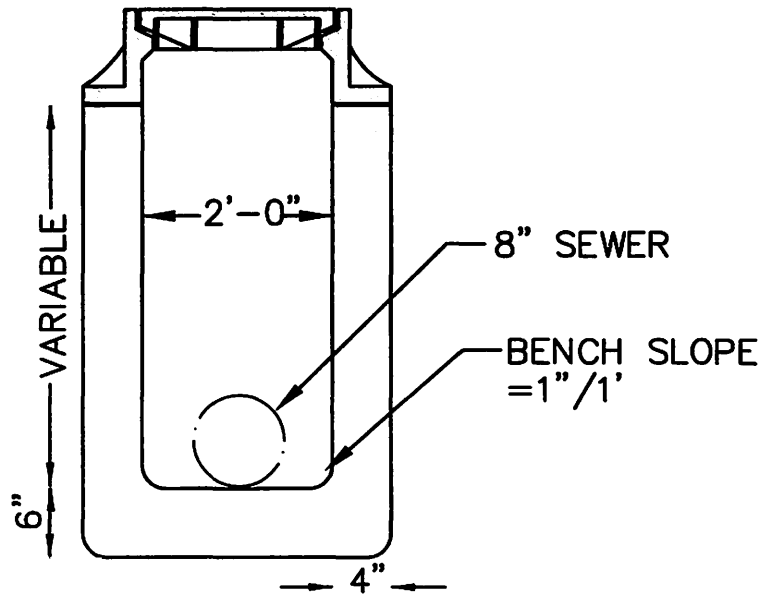


N.T.S.
REVISED JAN.22, 2014

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.

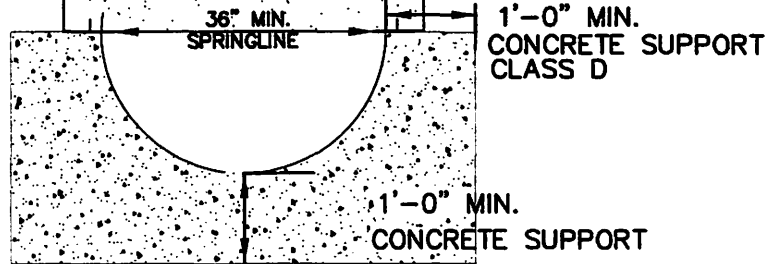
SECTION STORM SEWER DETAILS

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

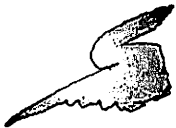
ADJUSTING RINGS 12" MAX.

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

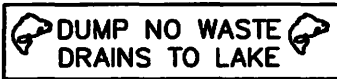


City of
Sheboygan
spirit on the lake

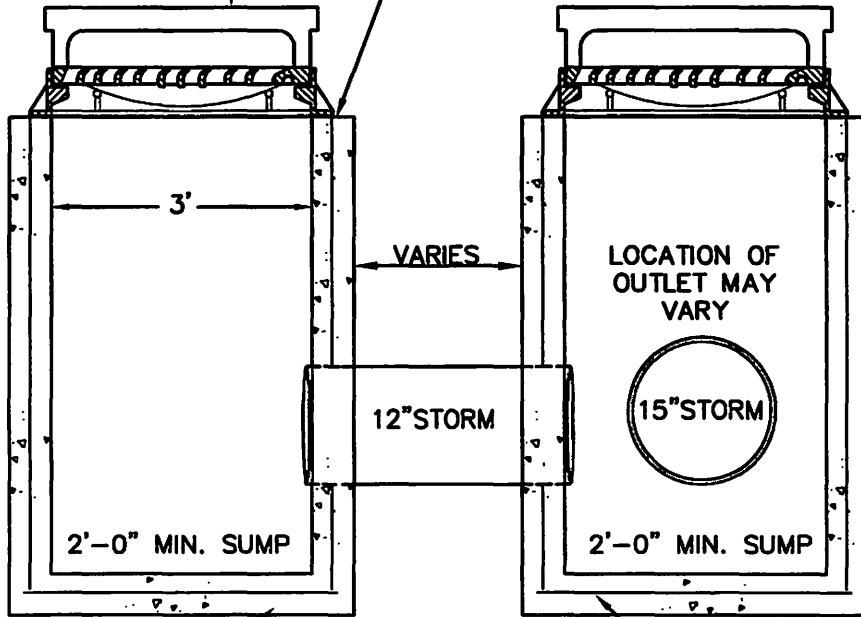
N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS

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



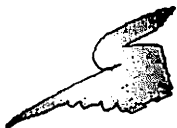
ADJUSTING RISERS MAY BE REQ'D.
1/2" CEMENT MORTAR BETW. RINGS
AND BACKPLASTERED IN & OUT



5" REINFORCED PRE-CAST
SECTION

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

STANDARD INLET TYPE N-1 (2)
INSTALLATION

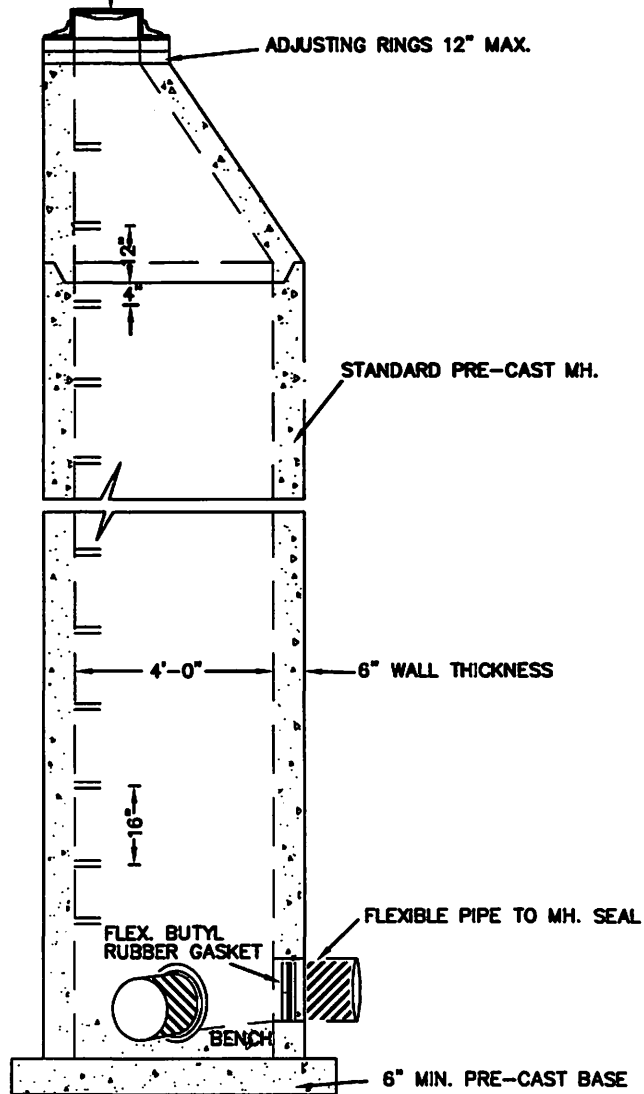


City of
Sheboygan
spirit on the lake

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

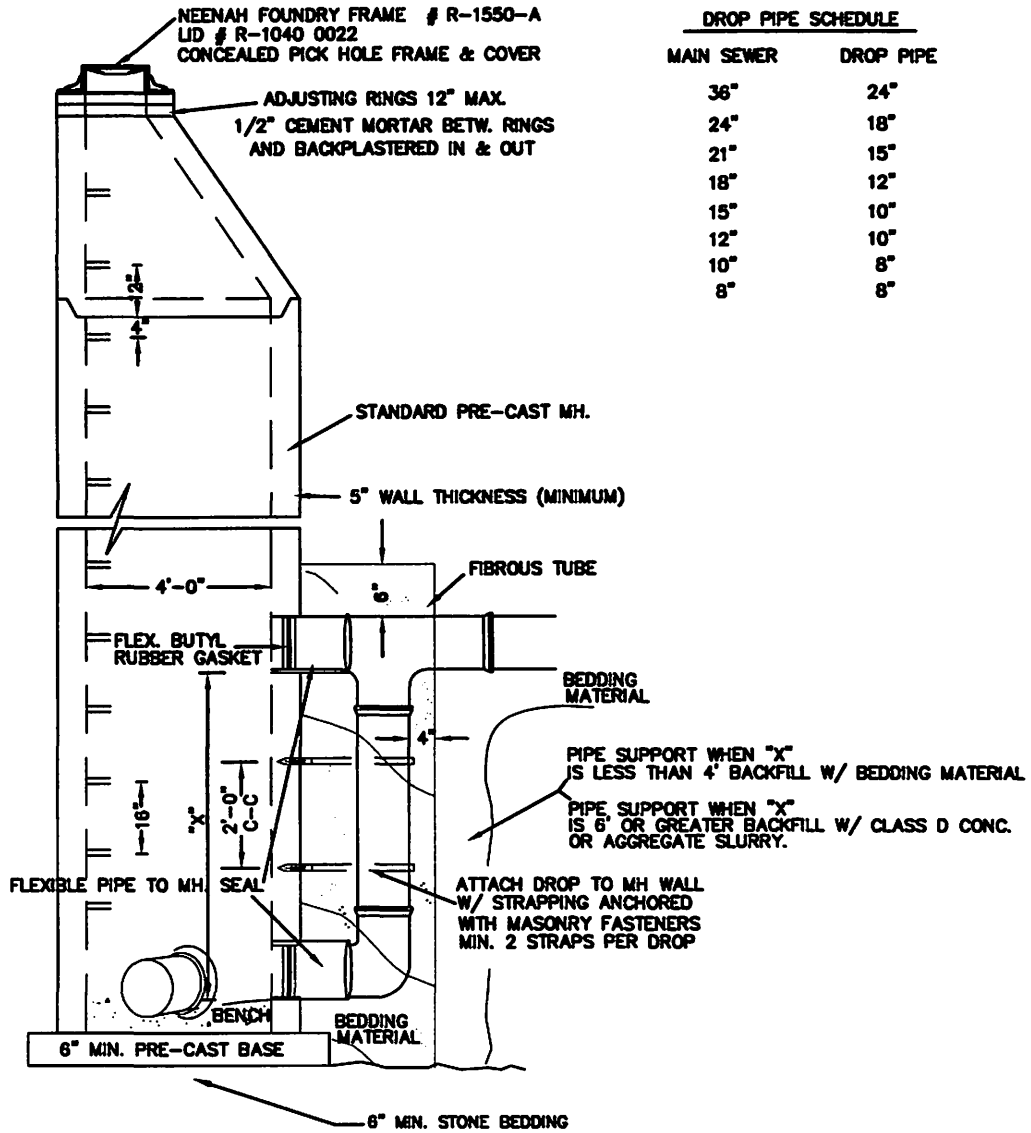


STANDARD SANITARY SEWER MANHOLE
WITH ECCENTRIC CONE



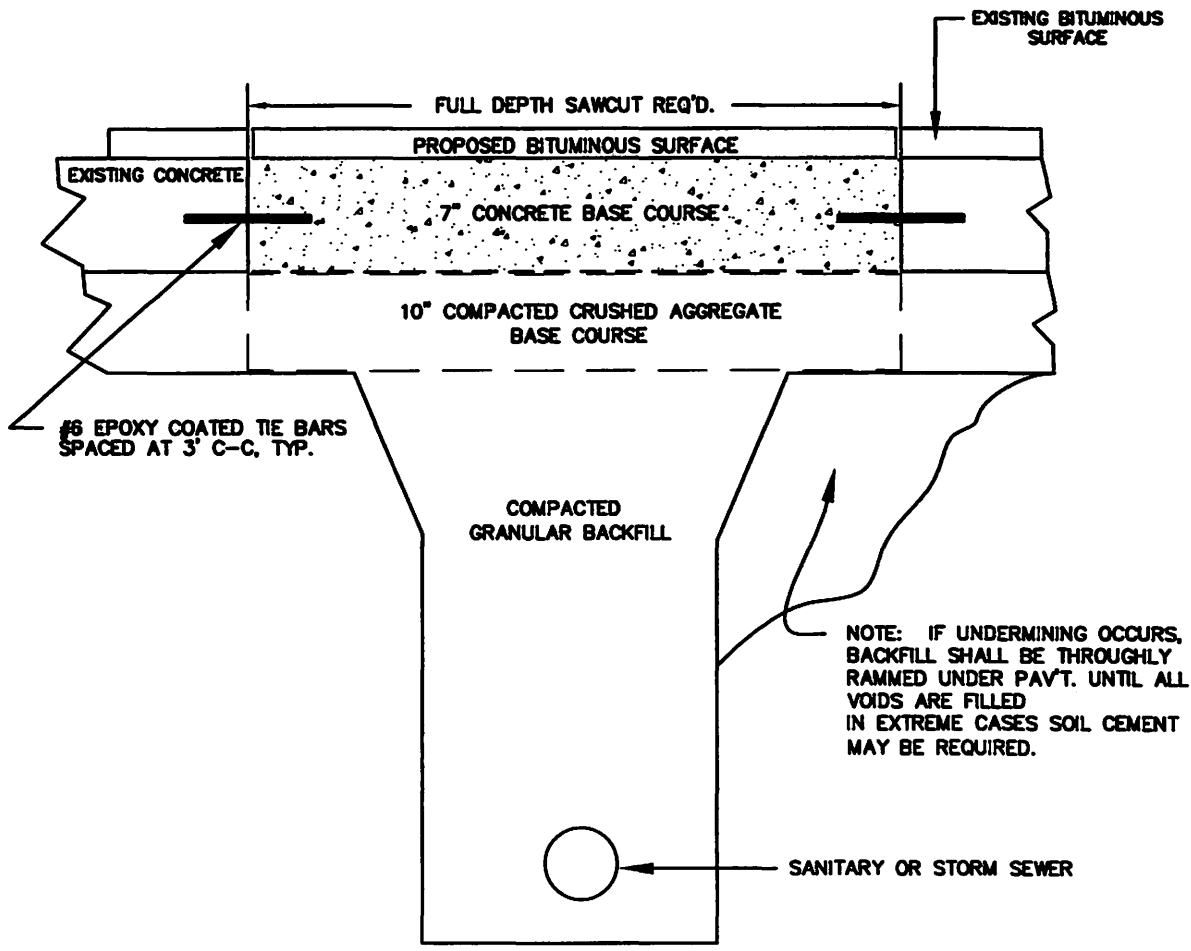
N.T.S.
REVISED JAN.22, 2014

SECTION SANITARY SEWER DETAILS



STANDARD SANITARY SEWER-NEW OUTSIDE DROP MANHOLE
WITH ECCENTRIC CONE

SECTION PAVEMENT DETAILS



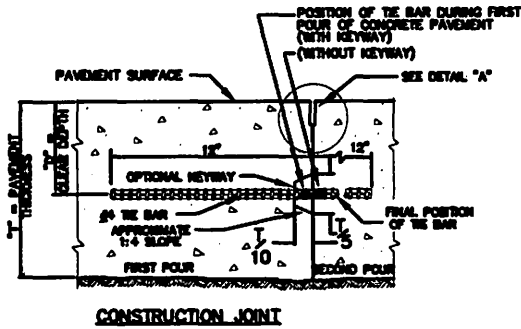
SEC. 36-123.1 MUN. CODE

TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

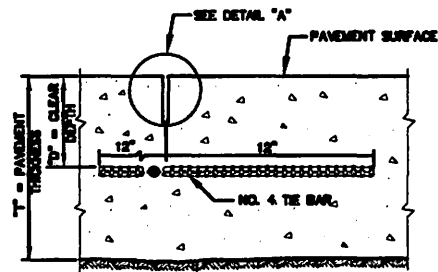


N.T.S.
REVISED JAN.22, 2014

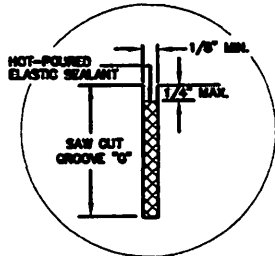
SECTION PAVEMENT DETAILS



CONSTRUCTION JOINT



SAWEED 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"	48"	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.

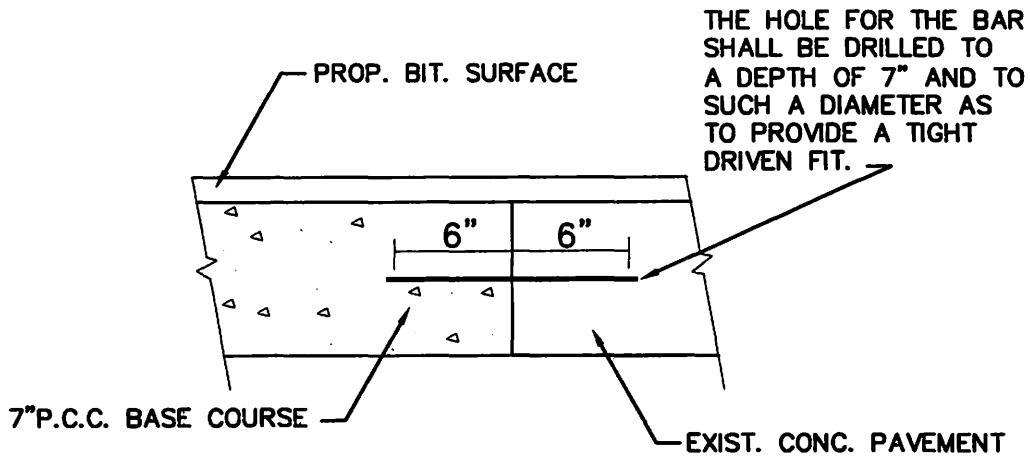
REFER TO TYPICAL CROSS SECTIONS FOR PAVED WIDTH AND LOCATION OF LONGITUDINAL JOINTS.

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

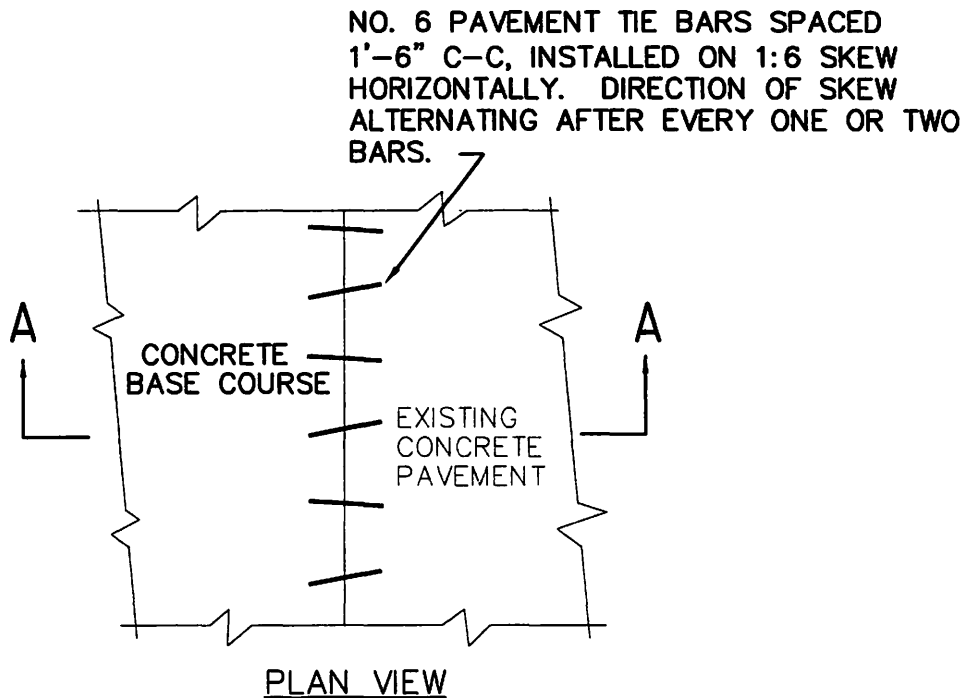


N.T.S.
REVISED JAN.22, 2014

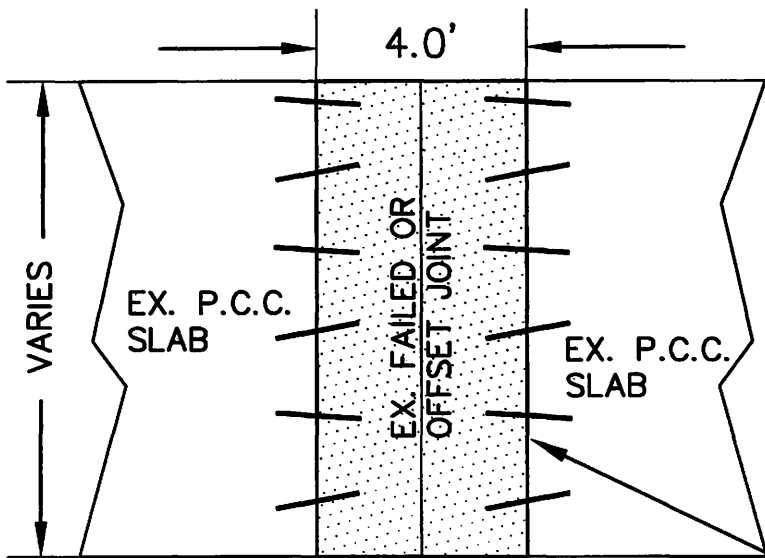
SECTION PAVEMENT DETAILS



SECTION A-A PAVEMENT TIES

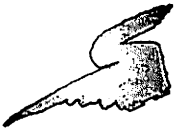


SECTION PAVEMENT DETAILS



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

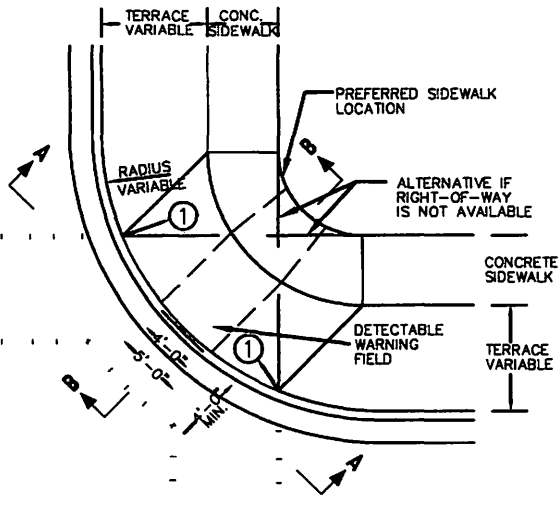
TYPICAL FOR JOINT REPAIR



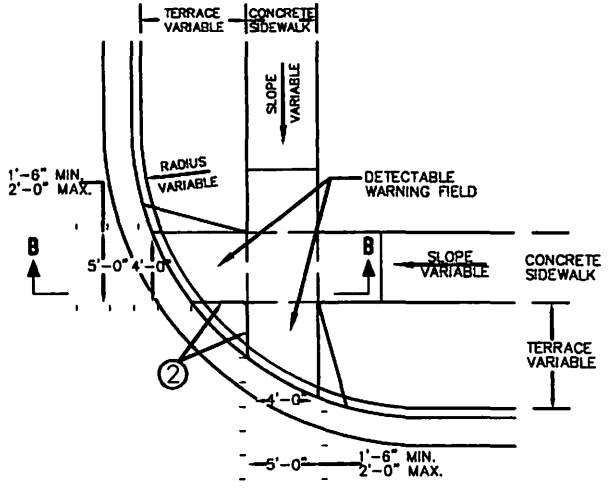
City of
Sheboygan
spirit on the lake

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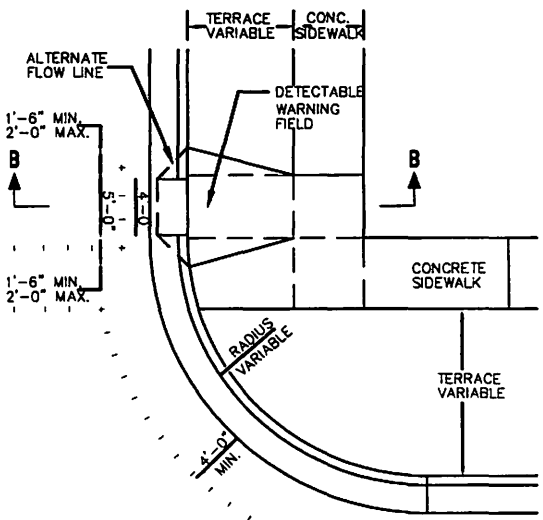
SECTION MISCELLANEOUS DETAILS



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

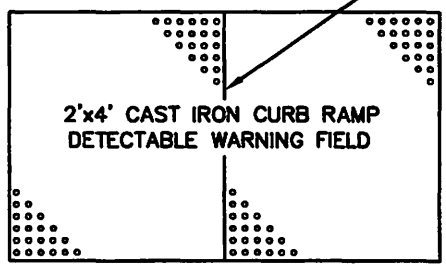


**PLAN VIEW
TYPE 2 RAMP
(ON LINE WITH SIDEWALK)**



**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**

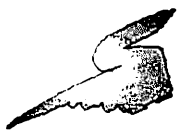


CURB RAMP DETECTABLE WARNING FIELD



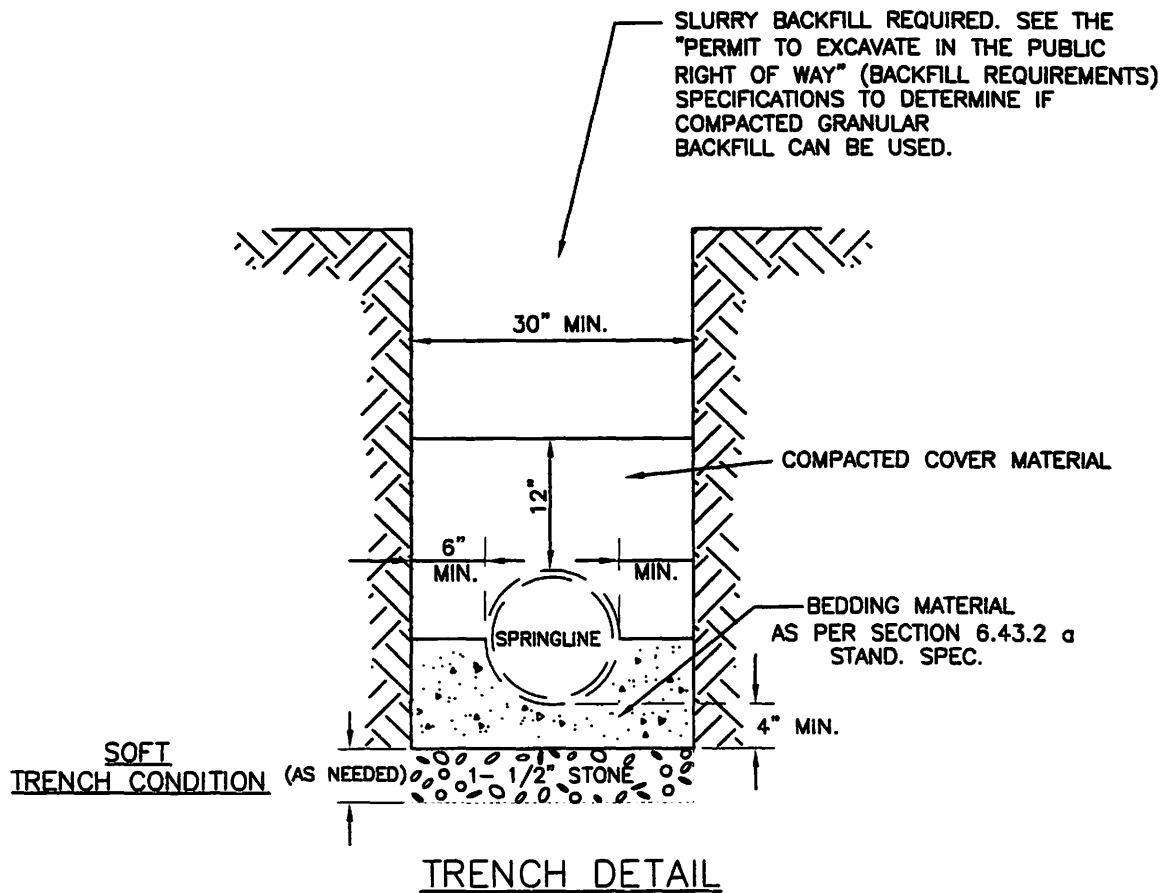
N.T.S.
REVISED JAN.22, 2014

SECTION STORM SEWER DETAILS

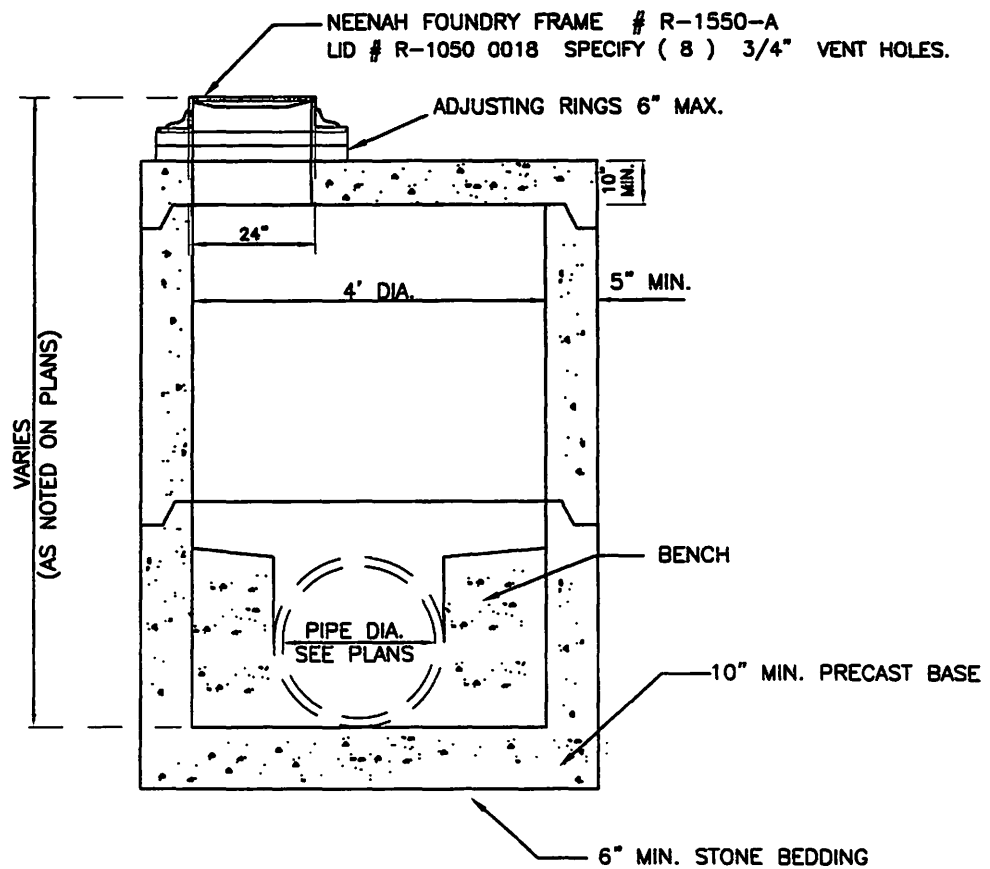


City of
Sheboygan
spirit on the lake

SECTION STORM SEWER DETAILS



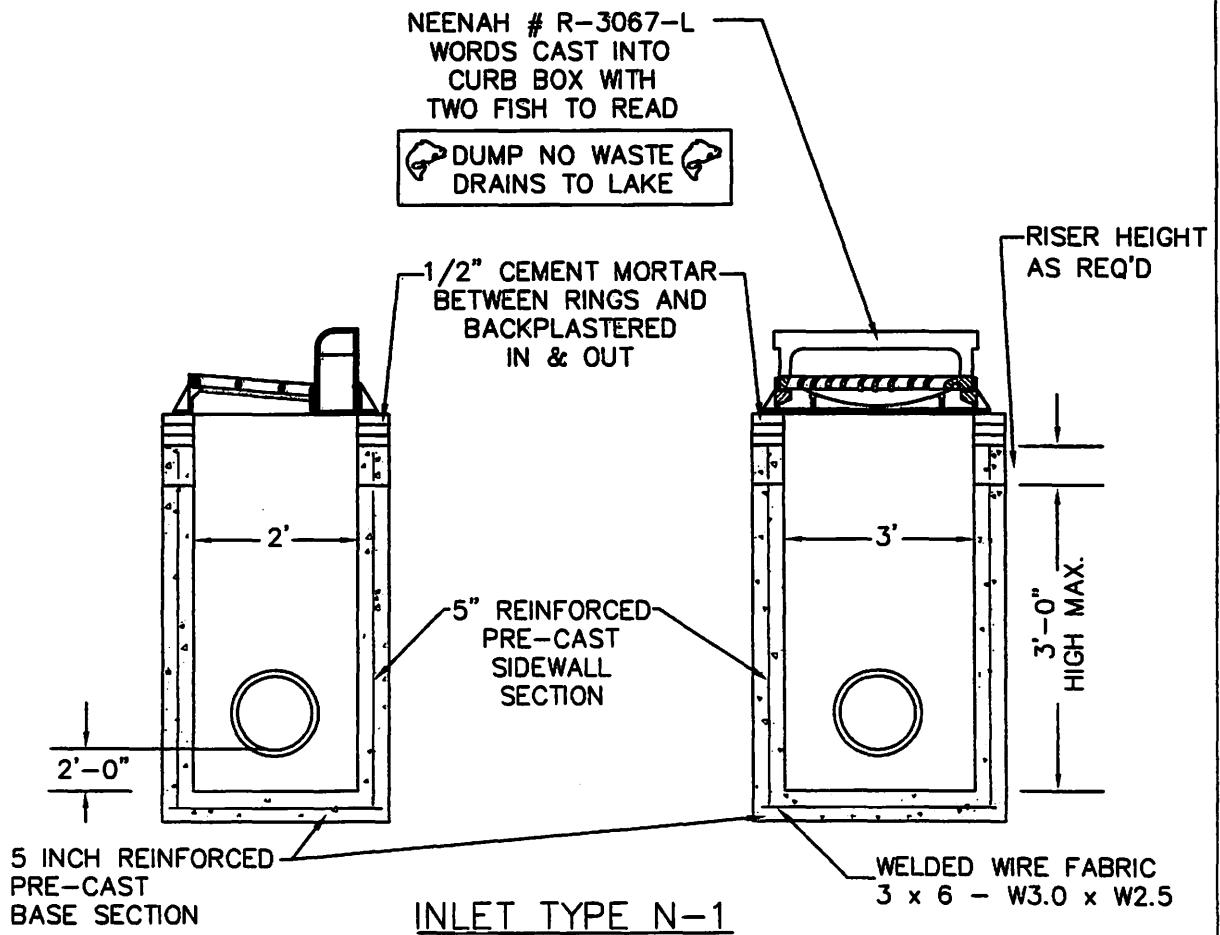
SECTION STORM SEWER DETAILS



4' DIAMETER PRECAST STORM MANHOLE

NTS

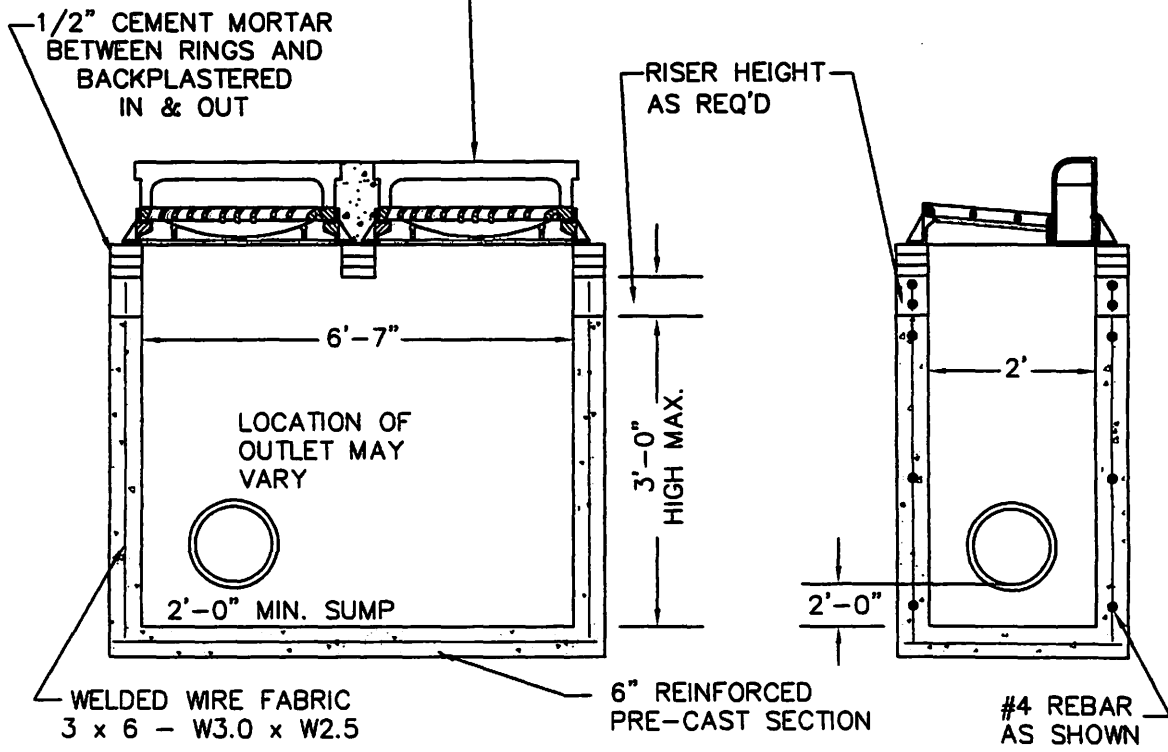
SECTION STORM SEWER DETAILS



SECTION STORM SEWER DETAILS

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

DUMP NO WASTE
DRAINS TO LAKE



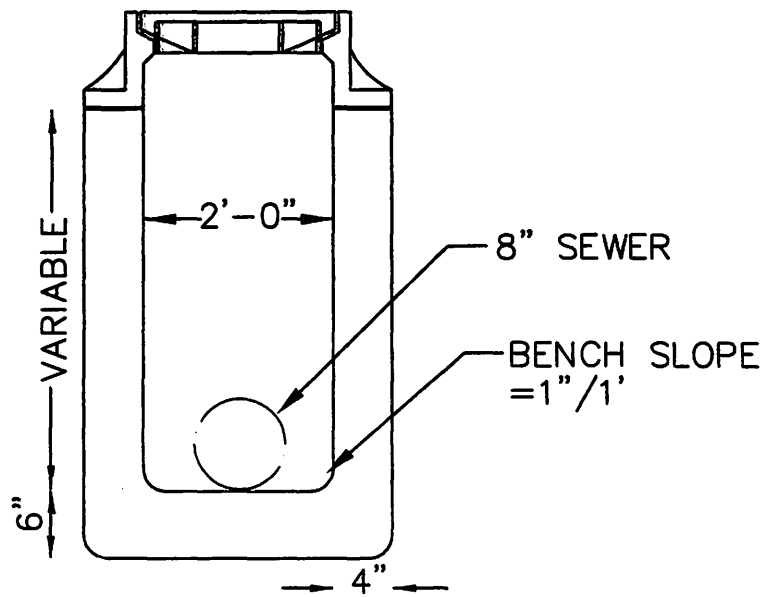
INLET TYPE N-2



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.

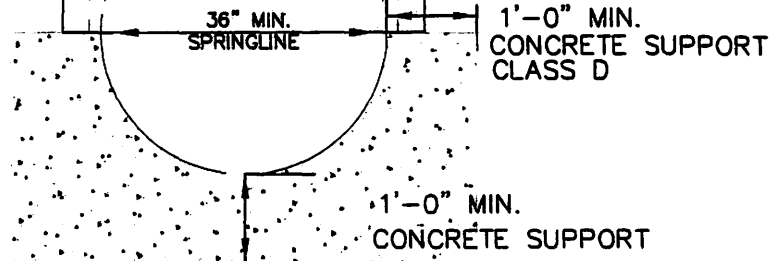
SECTION STORM SEWER DETAILS

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



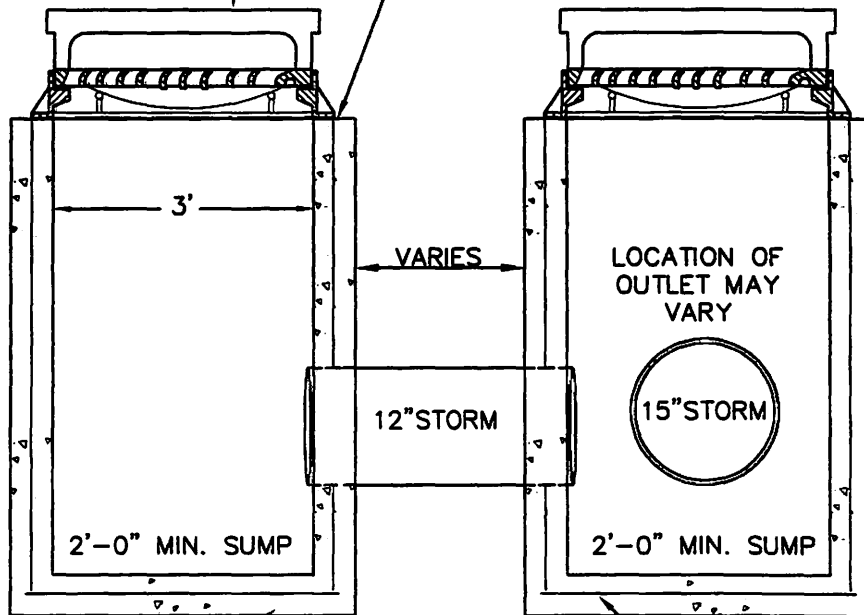
CONCRETE SUPPORT FOR NEW MH. ON LARGER SEWERS

SECTION STORM SEWER DETAILS

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

DUMP NO WASTE
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ADJUSTING RISERS MAY BE REQ'D.
1/2" CEMENT MORTAR BETW. RINGS
AND BACKPLASTERED IN & OUT



5" REINFORCED PRE-CAST
SECTION

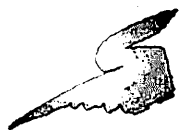
WELDED WIRE FABRIC
3 x 6 - W3.0 x W2.5

STANDARD INLET TYPE N-1 (2)
INSTALLATION



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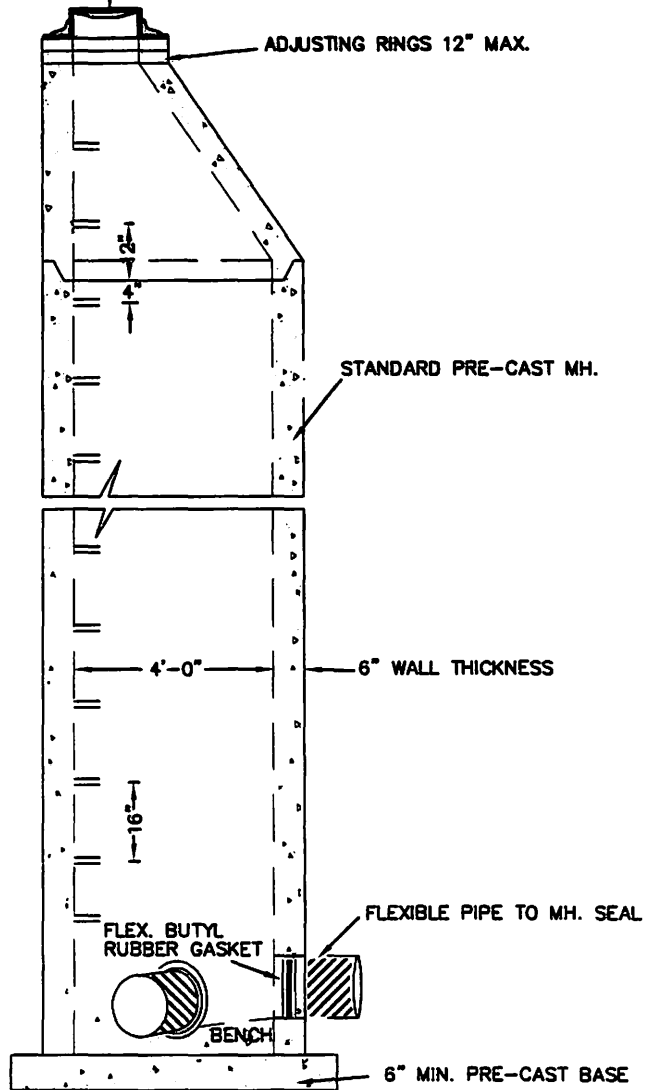
SECTION SANITARY SEWER DETAILS



City of
Sheboygan
spirit on the lake

SECTION SANITARY SEWER DETAILS

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

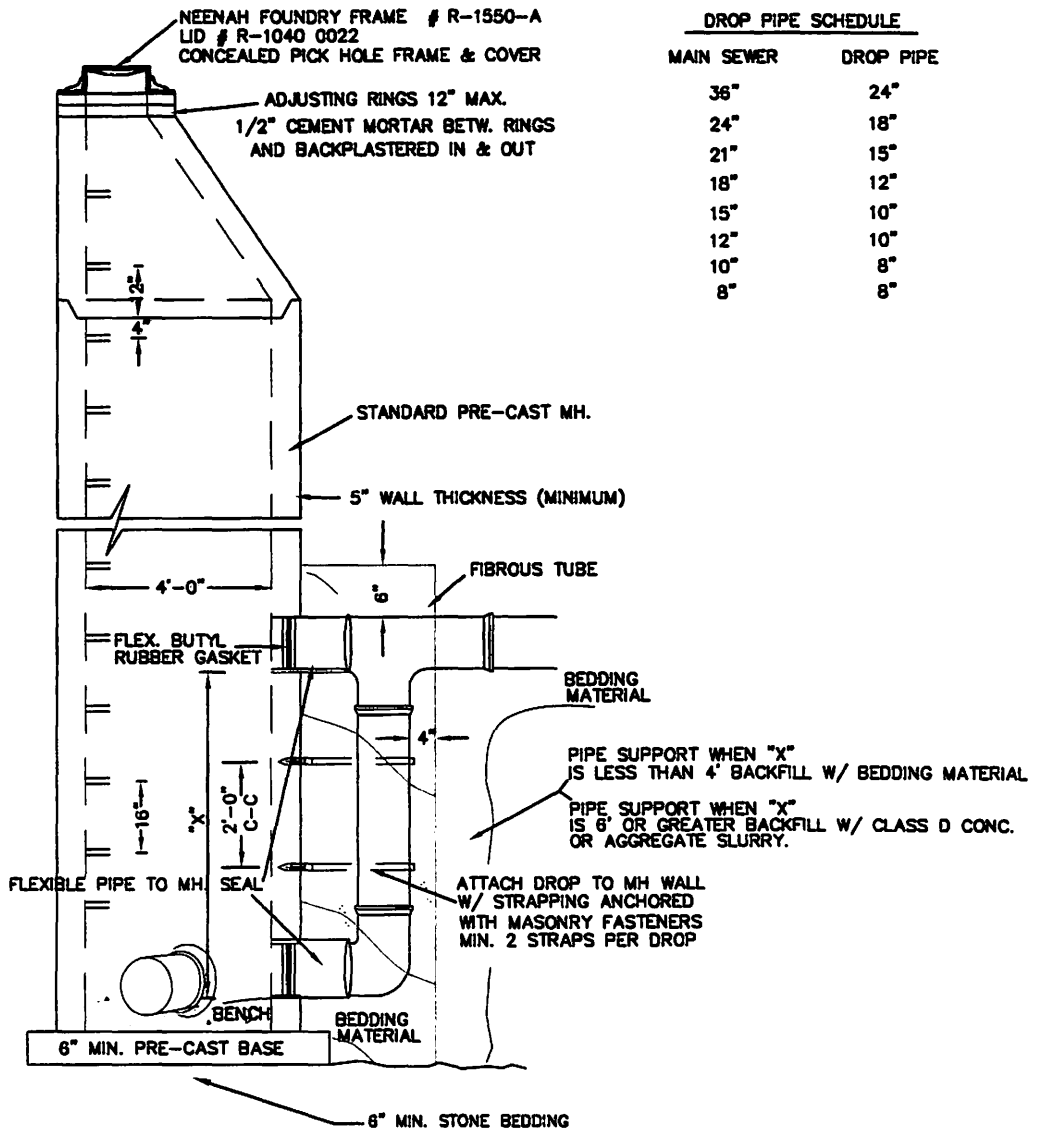


STANDARD SANITARY SEWER MANHOLE
WITH ECCENTRIC CONE



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SECTION SANITARY SEWER DETAILS

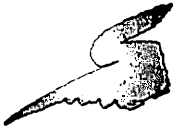


DROP PIPE SCHEDULE	
MAIN SEWER	DROP PIPE
36"	24"
24"	18"
21"	15"
18"	12"
15"	10"
12"	10"
10"	8"
8"	8"

STANDARD SANITARY SEWER-NEW OUTSIDE DROP MANHOLE
WITH ECCENTRIC CONE



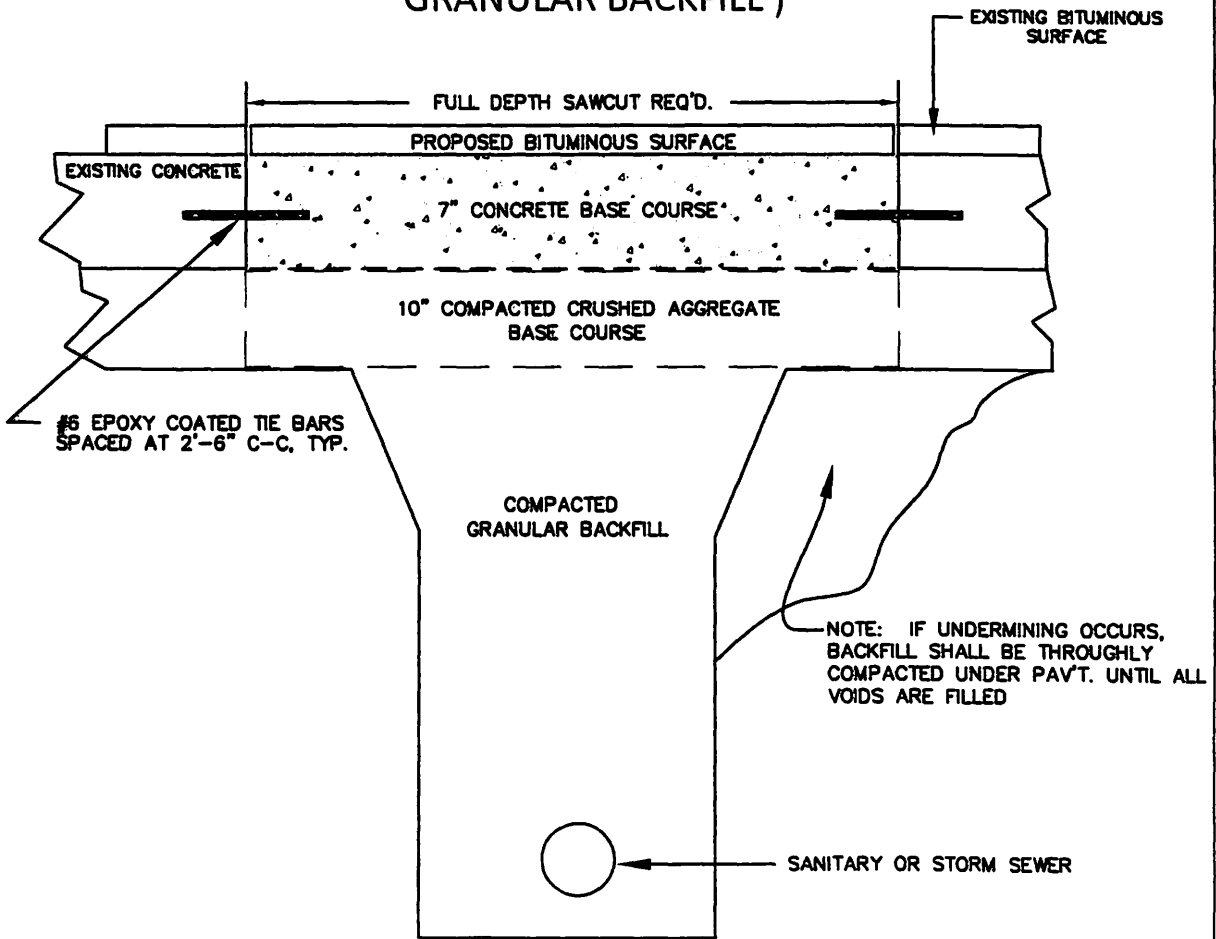
SECTION PAVING DETAILS



City of
Sheboygan
spirit on the lake

SECTION PAVEMENT DETAILS

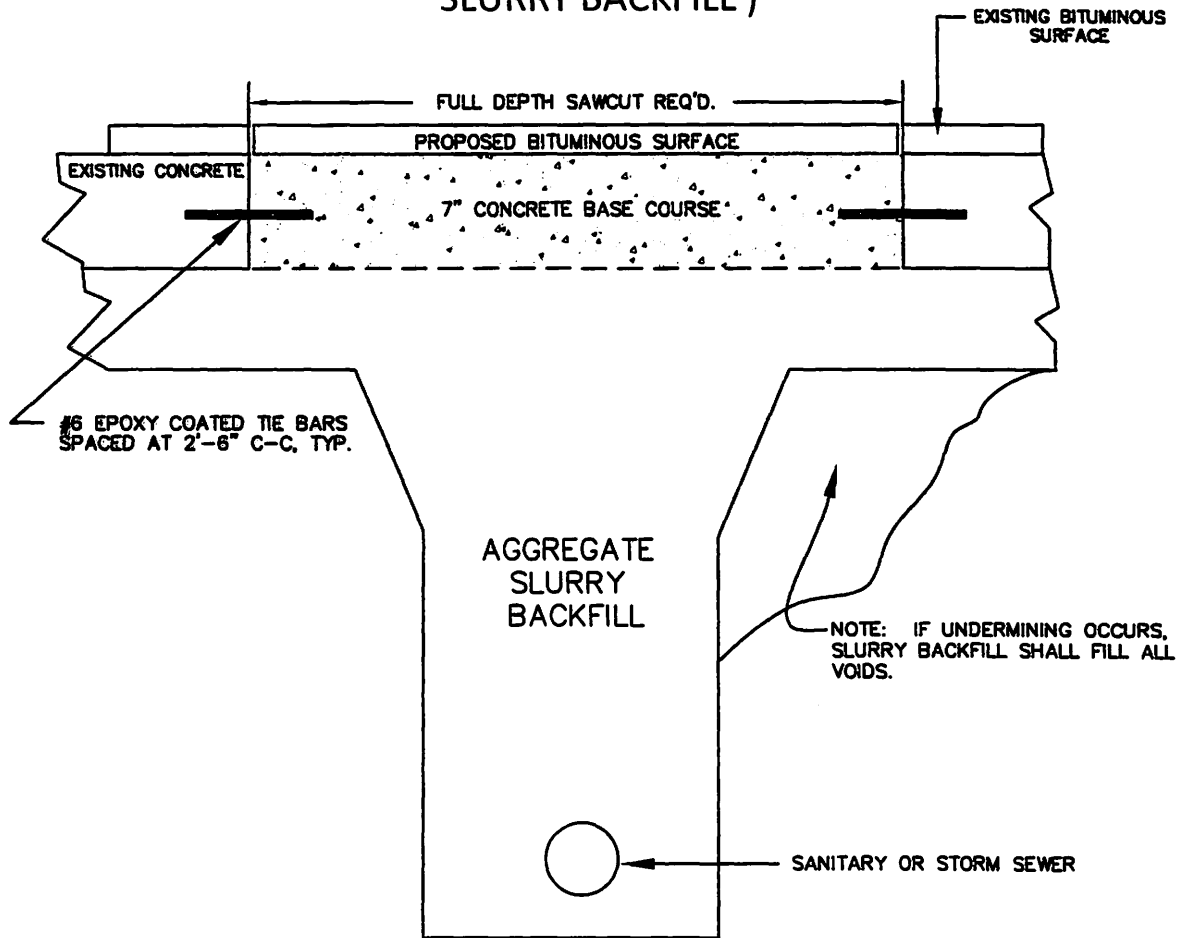
(WITH COMPACTED
GRANULAR BACKFILL)



TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

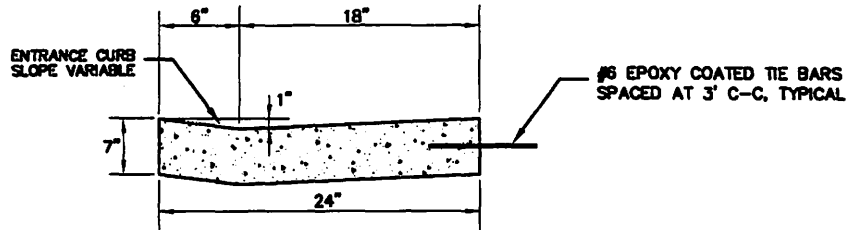
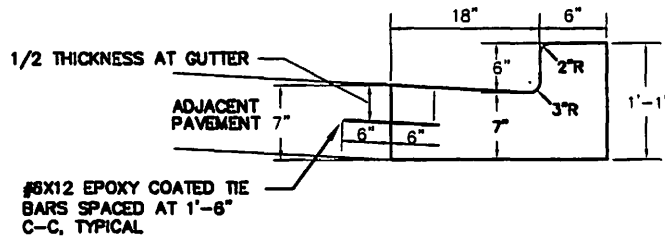
SECTION PAVEMENT DETAILS

(WITH AGGREGATE
SLURRY BACKFILL)

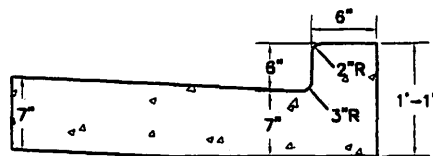


TYPICAL CUT PAVEMENT SECTION
UTILITY PATCH DETAIL

SECTION PAVEMENT DETAILS

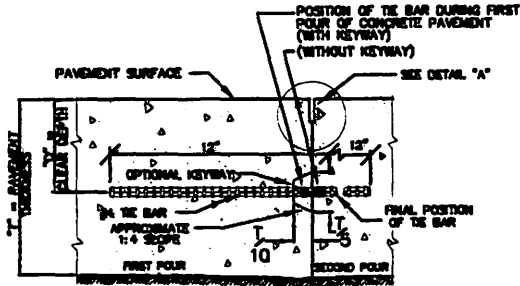


CONCRETE CURB AND GUTTER 24-INCH
FOR REPLACEMENT ADJ. TO EXIST. 6" OR 8" CURB HEAD
& CONCRETE DRIVEWAY ADJ. TO 6" OR 8" CURB HEAD

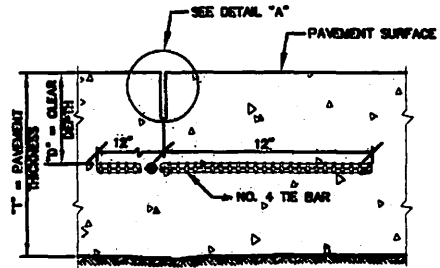


CONCRETE CURB AND GUTTER INTEGRAL, TYPE A
6" OR 8" CURB HEAD

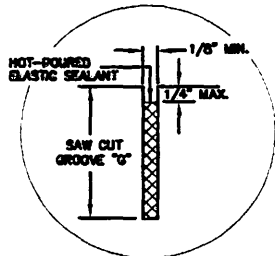
SECTION PAVEMENT DETAILS



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 28'	30'
6, 6 1/2"	3 ± 1/2"	2"	48"	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"
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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.

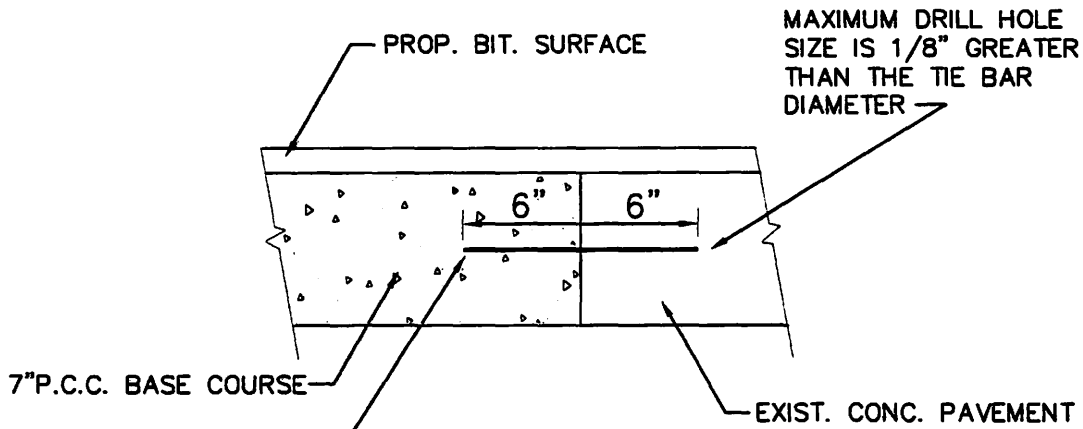
TIE BARS SHALL BE EPOXY COATED IN CONFORMANCE WITH SUBSECTION 505.2.4 OF THE STANDARD SPECIFICATIONS.

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.

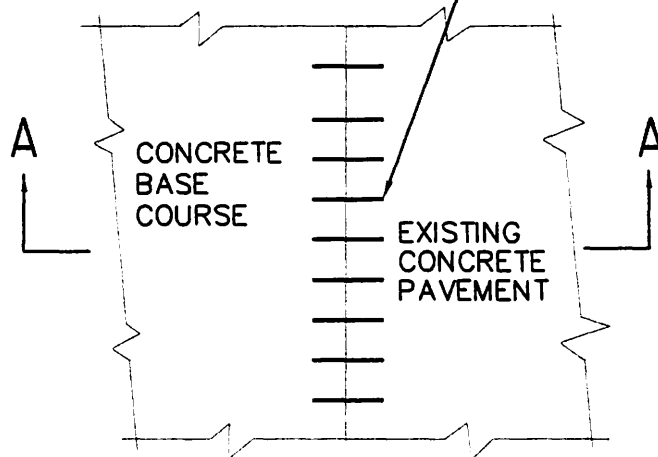


SECTION PAVEMENT DETAILS

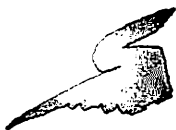


SECTION A-A PAVEMENT TIES

NO. 6 X 12" EPOXY COATED TIE BARS
SPACED 2'-6" C-C, INSTALLED PERPENDICULAR
TO THE LONGITUDINAL JOINT



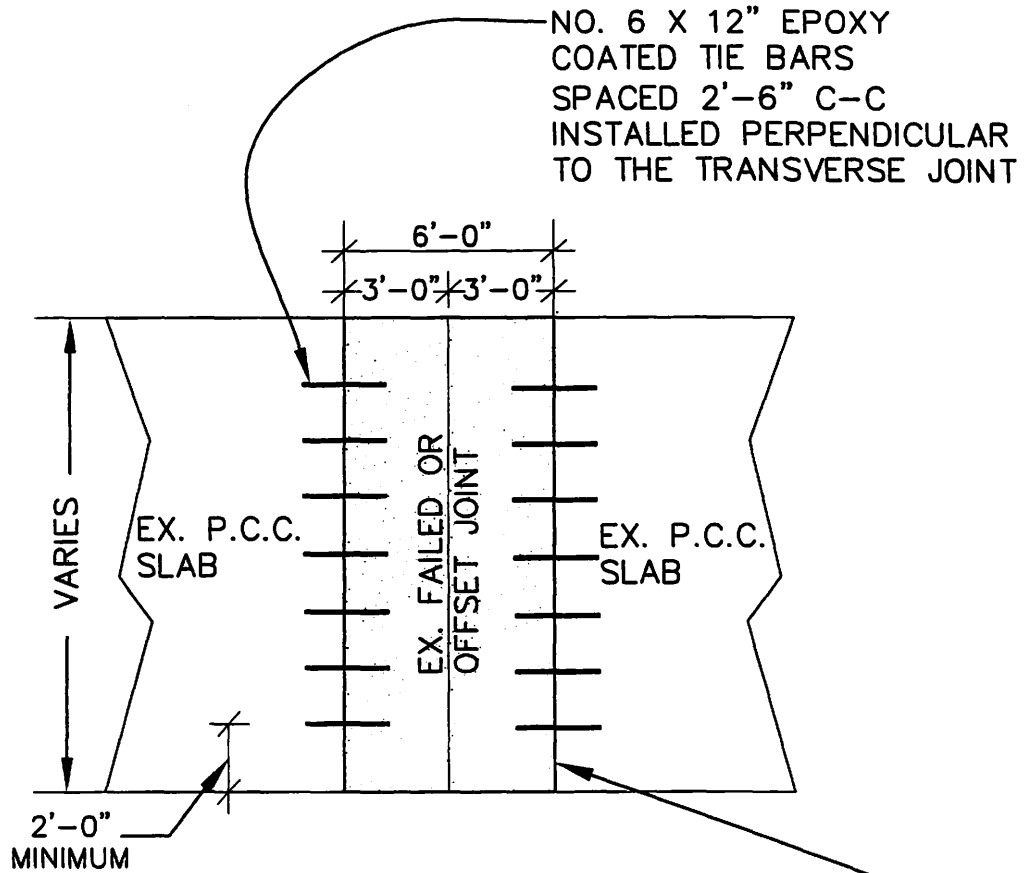
PLAN VIEW



City of
Sheboygan
spirit on the lake

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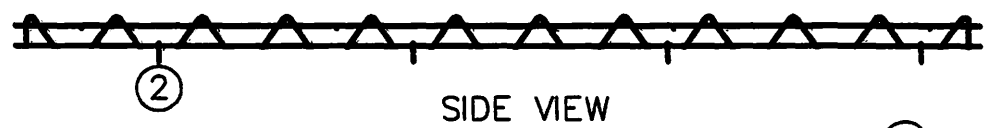
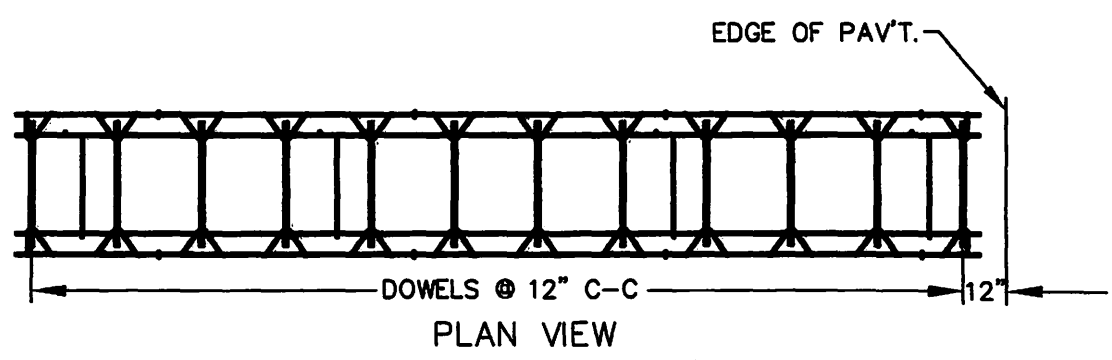
SECTION PAVEMENT DETAILS



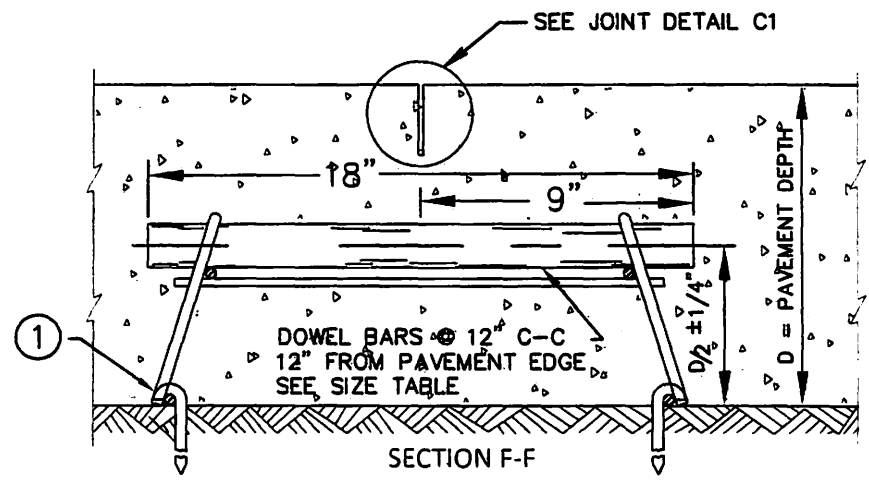
FULL DEPTH SAW 3.0' OFF FAILED JOINT BOTH DIRECTIONS AND REPLACE WITH 7" P.C.C. OR MATCH EXISTING PAVEMENT DEPTH IF THE PAVEMENT DEPTH IS GREATER THAN 7".

TYPICAL FOR TRANSVERSE JOINT REPAIR

SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



CONTRACTION JOINT DOWEL ASSEMBLY ①

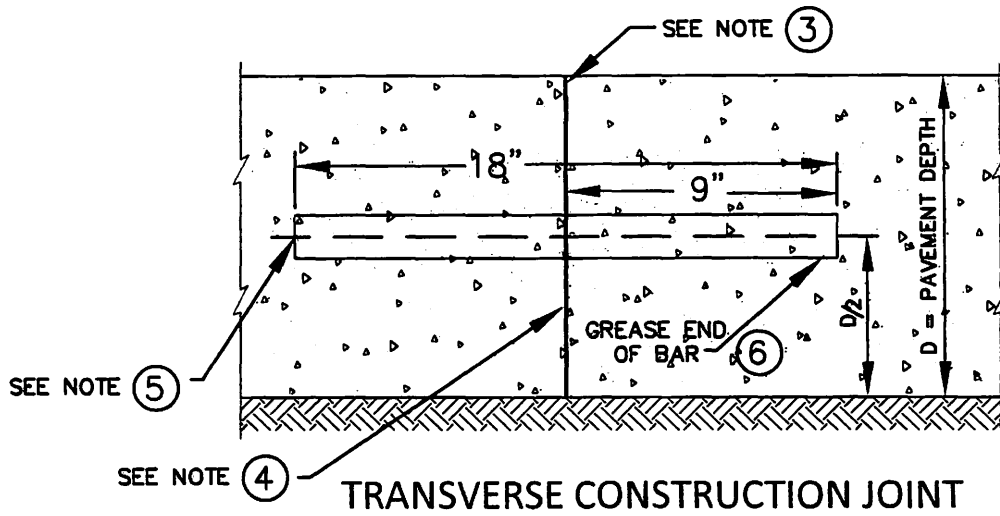


GENERAL NOTES PAGE 8



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SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



GENERAL NOTES

CONTRACTION JOINTS

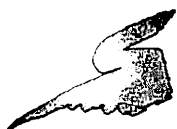
CONSTRUCT TRANSVERSE CONTRACTION JOINTS NORMAL TO THE CENTERLINE. INSTALL DOWEL BARS PARALLEL TO THE PAVEMENT CENTERLINE AND PAVEMENT SURFACE.

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.

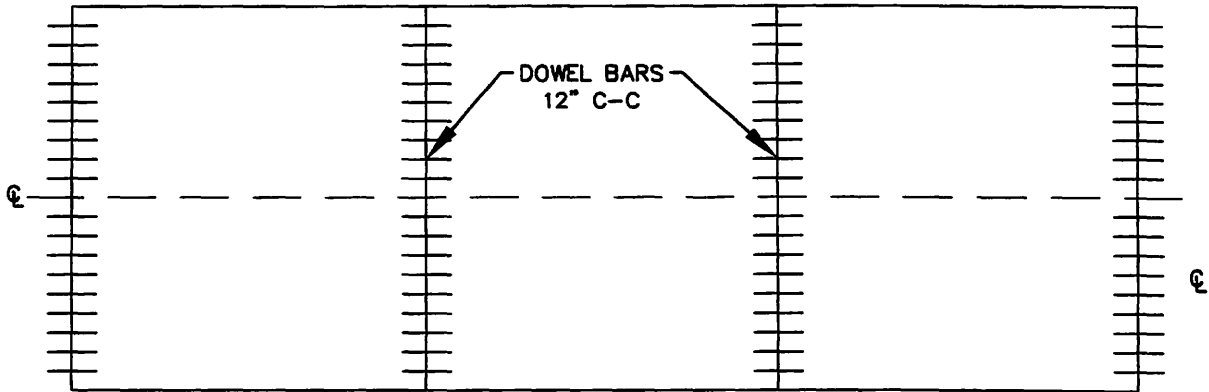


City of
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spirit on the lake

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

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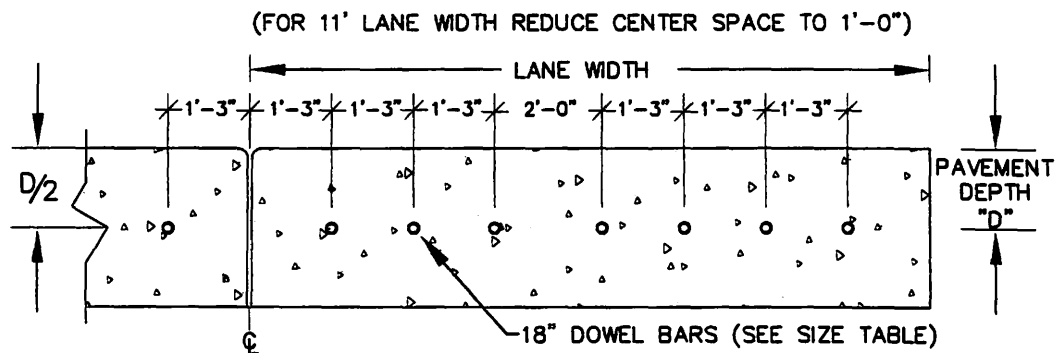
SECTION PAVEMENT DETAILS (URBAN DOWELED CONCRETE PAVEMENT)



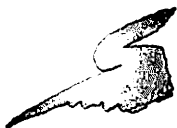
CONSTRUCTION JOINT LOCATIONS

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

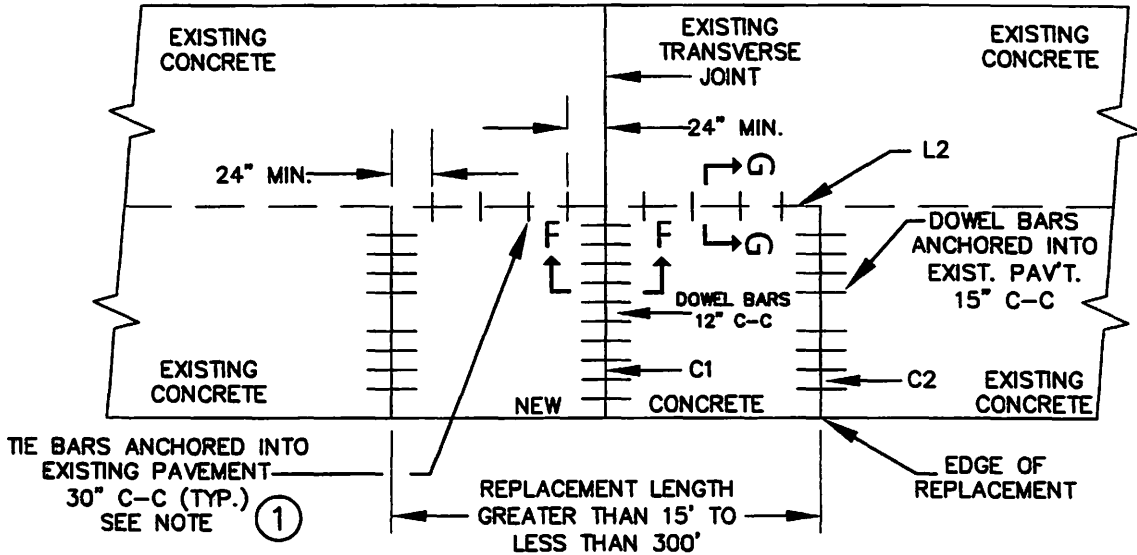


SECTION E-E DRILLED DOWEL BAR CONSTRUCTION JOINT ⑦

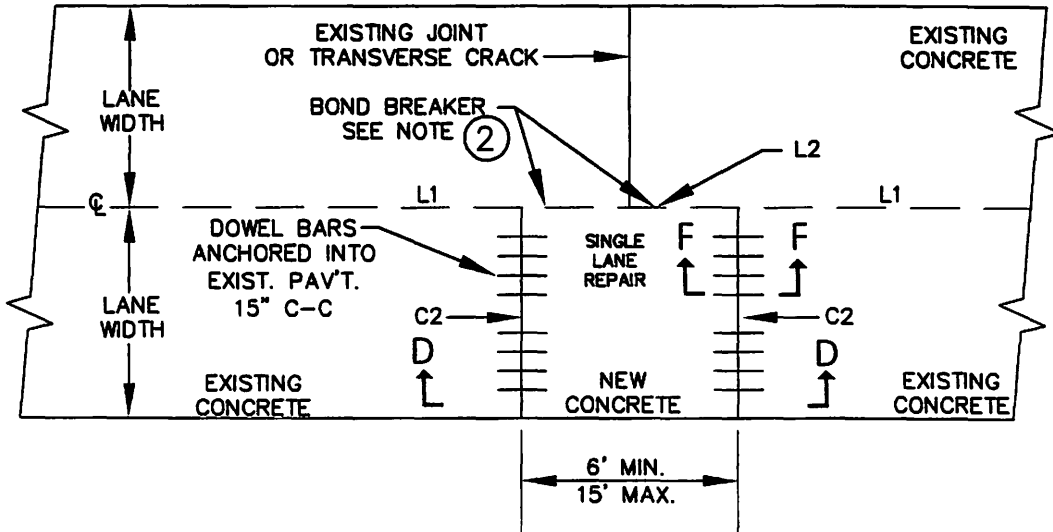


City of
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spirit on the lake

SECTION PAVEMENT DETAILS (DOWELED CONCRETE PAVEMENT REPAIR & REPLACEMENT)



SINGLE LANE CONCRETE PAVEMENT REPLACEMENT PLAN VIEW

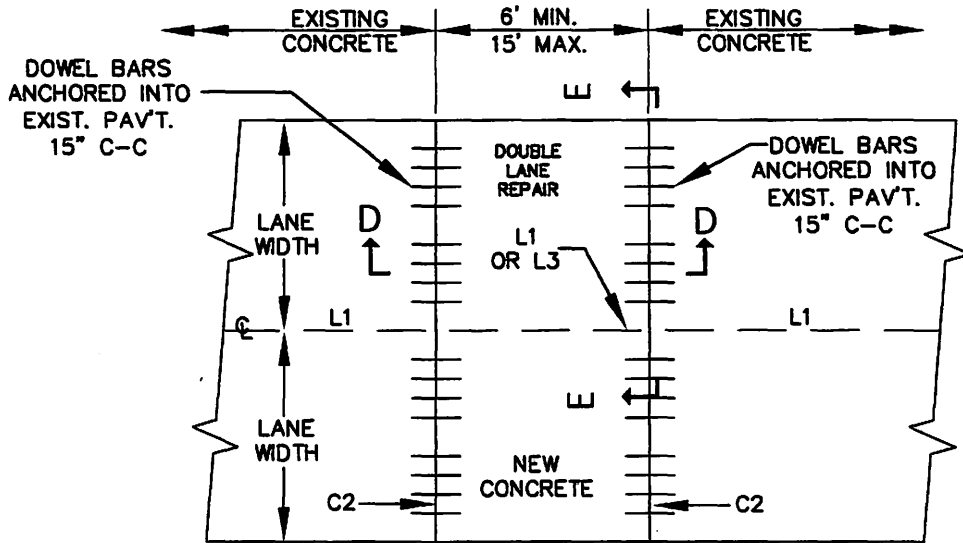


SINGLE LANE CONCRETE PAVEMENT REPAIR PLAN VIEW

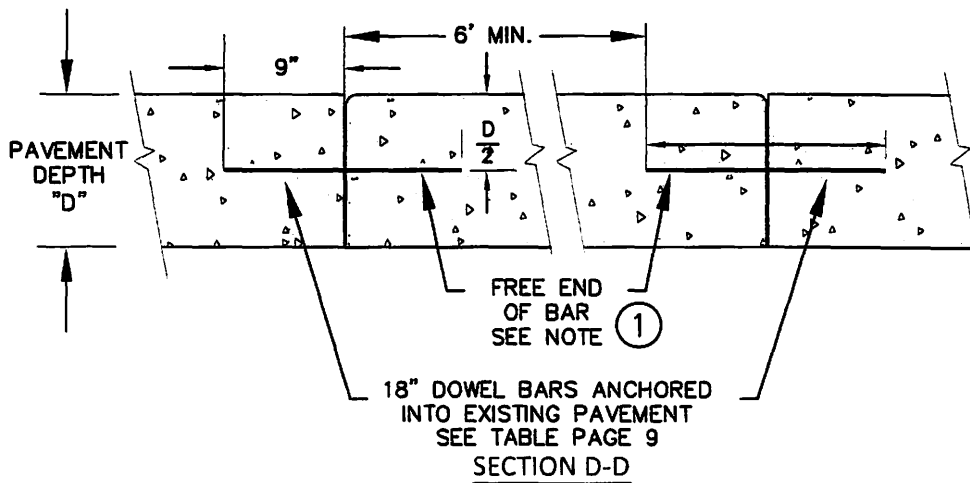
- ① WITH THE ENGINEER'S APPROVAL, FOR SINGLE LANE PAVEMENT REPLACEMENTS LESS THAN 30 FEET IN LENGTH, THE CONTRACTOR MAY INSTALL DRILLED TIE BARS ON 6:1 SKEW HORIZONTALLY, DIRECTION OF SKEW ALTERNATING WITH EACH SUCCESSIVE BAR. DRIVE SKEWED TIE BARS TO A DEPTH OF 6 INCHES AND TO SUCH A DIAMETER AS TO 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

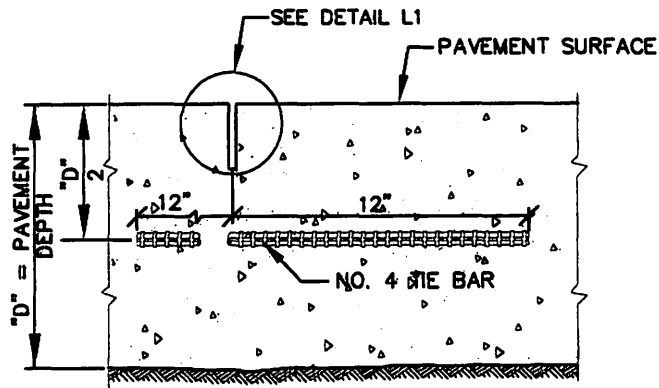


INSTALL DOWEL BARS PARALLEL TO THE PAVEMENT CENTERLINE AND PAVEMENT SURFACE. CONCRETE PAVEMENT REPAIRS OF EXISTING NON-DOWELED CONCRETE PAVEMENTS NEED NOT BE DOWELED. ANCHOR DOWEL BARS AND TIE BARS INTO DRILLED HOLES WITH AN EPOXY.

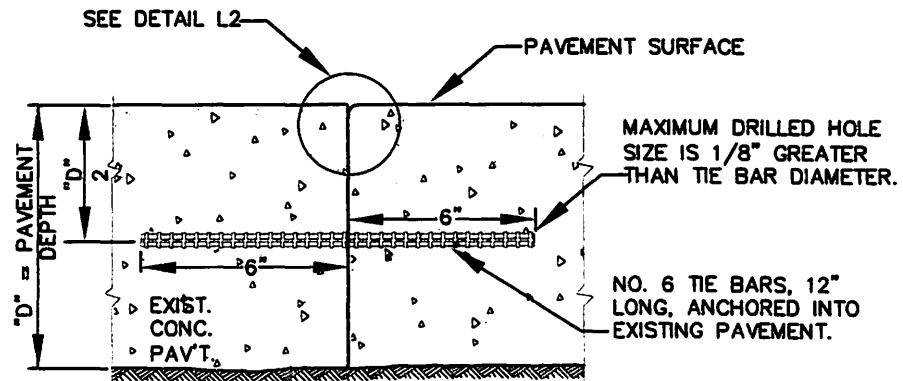
FOR MULTI-LANE CONCRETE PAVEMENT REPLACEMENTS, PROVIDE A MINIMUM DISTANCE OF 15 INCHES FROM ALL TRANSVERSE JOINTS OR EDGES OF REPLACEMENT TO THE CENTER OF THE TIE BAR NEAREST THAT JOINT OR EDGE.

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)

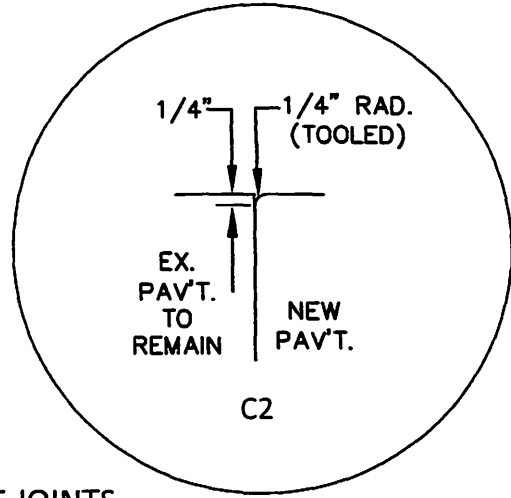
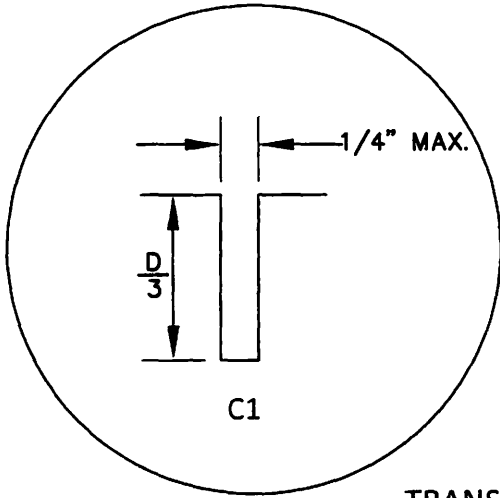


SECTION C-C
SAWED LONGITUDINAL JOINT

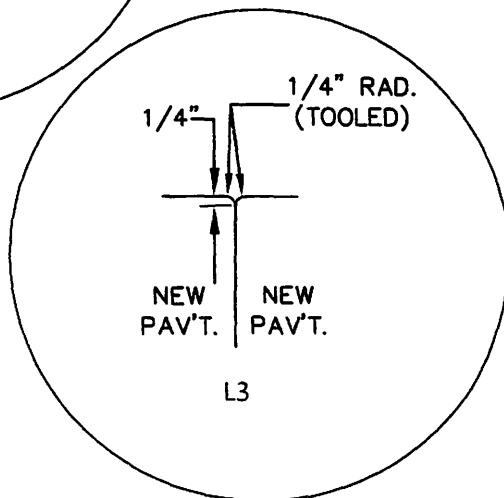
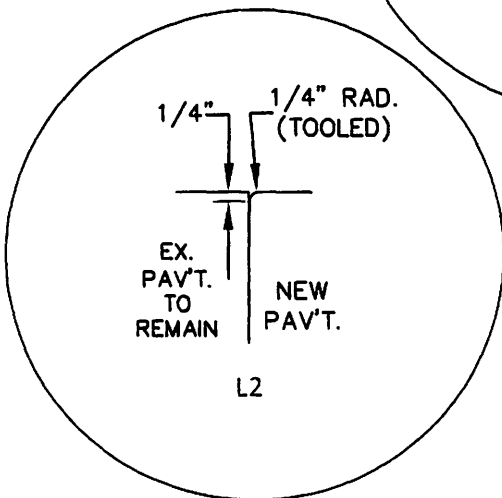
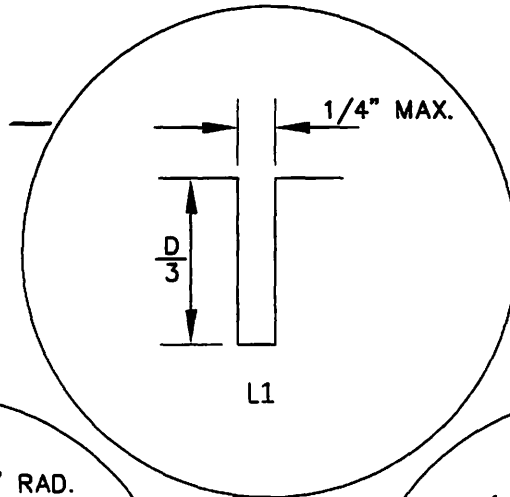


SECTION G-G
TIE BARS ANCHORED
INTO EXISTING PAVEMENT

SECTION PAVEMENT DETAILS (CONCRETE PAVEMENT REPAIR & REPLACEMENT)



TRANSVERSE JOINTS



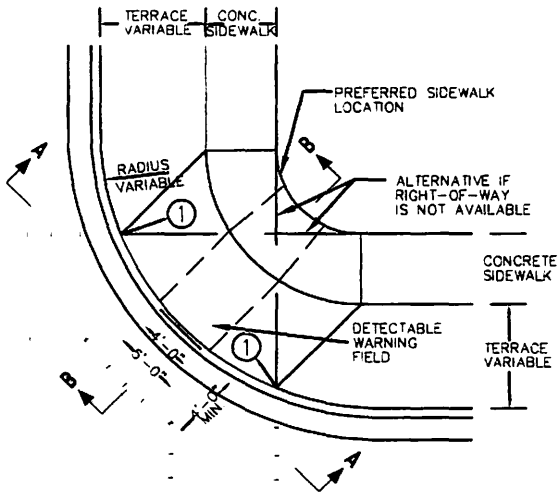
LONGITUDINAL JOINTS

SECTION MISCELLANEOUS DETAILS

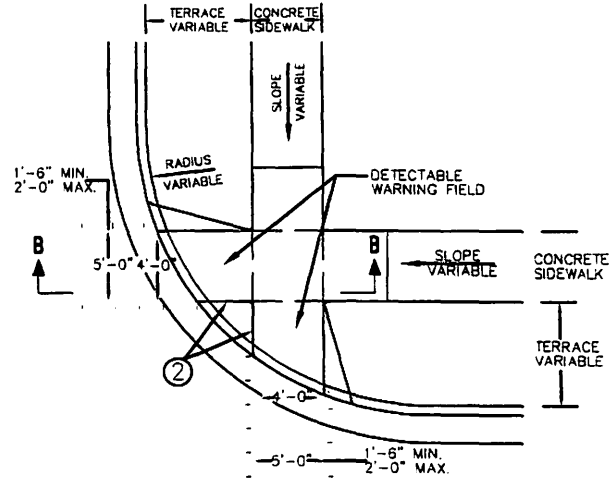


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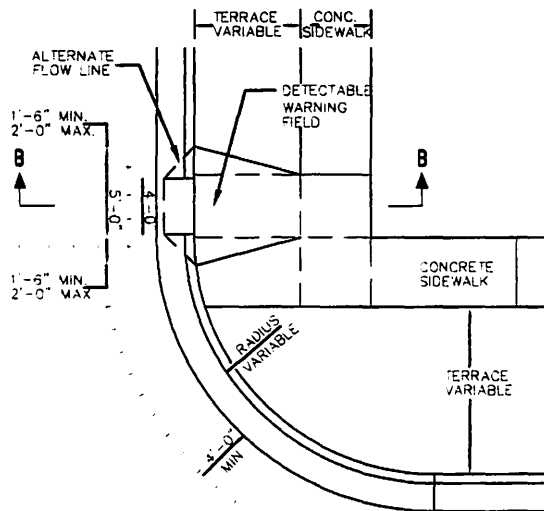
SECTION MISCELLANEOUS DETAILS



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

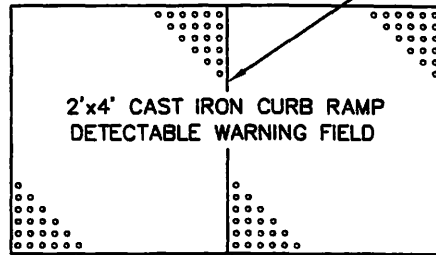


**PLAN VIEW
TYPE 2 RAMP
(ON LINE WITH SIDEWALK)**



**PLAN VIEW
TYPE 3 RAMP
(OUTSIDE OF CROSSWALK AREA)**

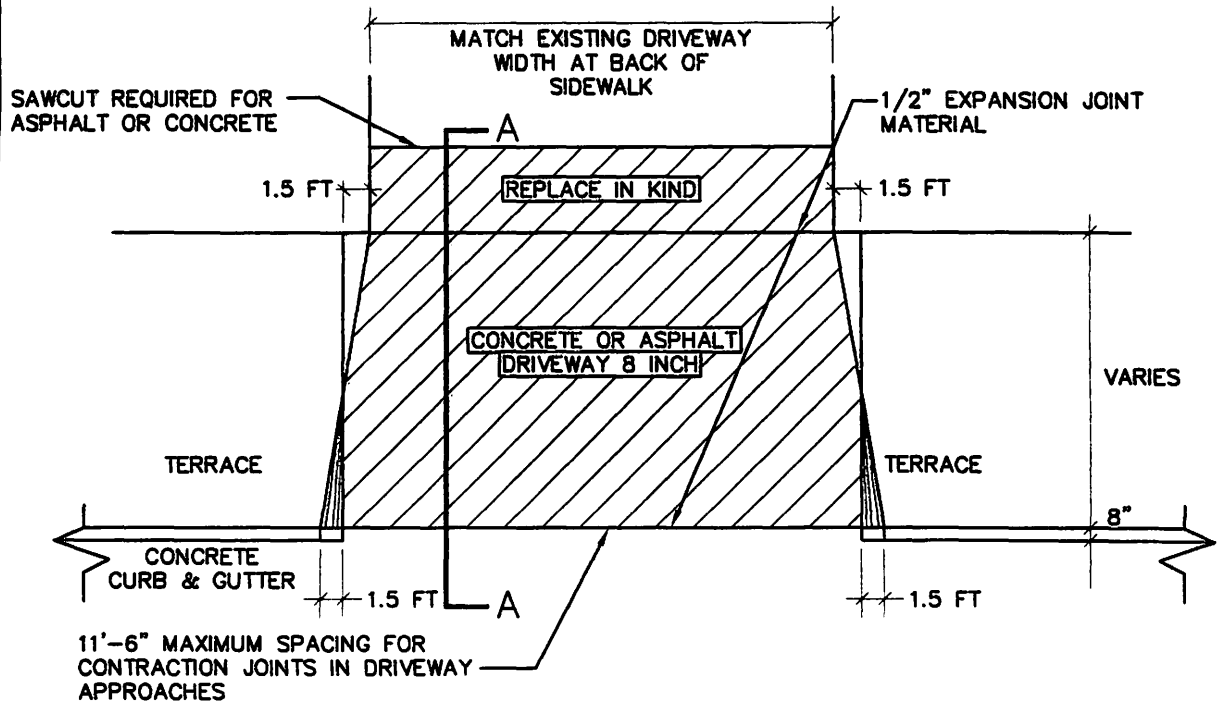
NEENAH # R-4984-24B
TWO PLATES SHALL BE
COMBINED TO FORM A
24" X 48" UNIT



CURB RAMP DETECTABLE WARNING FIELD



SECTION MISCELLANEOUS DETAILS



PRIVATE OR COMMERCIAL DRIVEWAYS

III

Res. No. _____ - 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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 14 - 15. By Alderperson Heidemann. 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.

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. 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.

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]



**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

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.
- 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

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. 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.

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

III

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. 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.

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

REFER TO PUBLIC WORKS

Res. No. - 14 - 15 .

By Alderperson Heidemann

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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



**STATE/MUNICIPAL AGREEMENT
FOR A 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
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
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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
CITY OF SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-01-78/79
C SHEBOYGAN, NORTH AVE
Shebovqan 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]

VII

R. C. No. - 14 - 15. By LAW AND LICENSING. June 16, 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 Beverage Operator's License #0370 be denied based upon his failure to accurately reveal all relevant convictions on his application and his record of violations related to the licensed activity.

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

VIII

R. C. No. _____ - 14 - 15. By PUBLIC WORKS. June 16, 2014.

Your Committee to whom was referred Res. No. 19-14-15 by Alderperson Heidemann authorizing entering into a contract for the resurfacing of S. 8th St. from Kentucky Ave. to Union Ave.; recommends that the attached Substitute Resolution be passed.

Suspend
Subs. Res pass

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

III

6.1

Subs. Res. No. 19 - 14 - 15. By Alderperson Heidemann. June 16, 2014.

A RESOLUTION authorizing advertising for bids for the resurfacing of S. 8th St. from Kentucky Ave. to Union Ave.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of S. 8th St. from Kentucky Ave. to Union Ave., according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

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

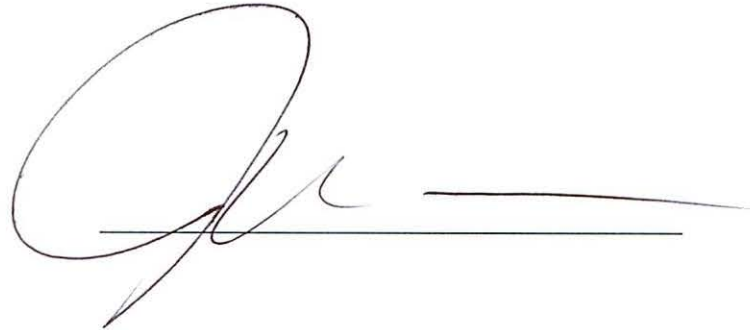
5.1

Res. No. 19 - 14 - 15. By Alderperson Heidemann. June 2, 2014.

A RESOLUTION authorizing entering into a contract for the resurfacing of S. 8th St. from Kentucky Ave. to Union Ave.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of S. 8th St. to Union Ave., according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

*Pub Works
approve Subs.
Res.*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. - 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*

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



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.*

. . .

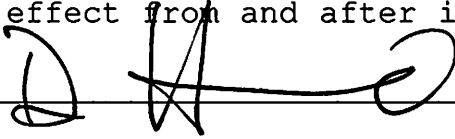
(c) No airborne open flame device, i.e. sky lantern, may be launched or used, free floating or tethered, in the City. Airborne open flame devices from neighboring jurisdictions that enter into the City are also prohibited.

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



Gen. Ord. No. - 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



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



Gen. Ord. No. - 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,

P.W.

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



Gen. Ord. No. - 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.

P.W.

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



Gen. Ord. No. _____ - 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. _____

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



Charter Ord. No. - 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

II

5.6

R. O. No. 54 - 14 - 15. By DIRECTOR OF PLANNING & DEVELOPMENT.
June 2, 2014.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$120,000 in sponsorship contribution from Festival Foods towards the 2014, 2015, and 2016 City's Independence Day Celebration for the purpose of coordinating and funding the fireworks display.

Festival Foods has assisted in sponsoring the Fireworks for the past few years. Festival Foods has agreed to three-year contribution to coordinate and fund a \$40,000 fireworks show as part of these festivities as follows:

- 2014: \$40,000
- 2015: \$40,000
- 2016: \$40,000

City Staff and Sheboygan County Chamber staff are working with Festival Foods on marketing and promotion items as part of this contribution.

On behalf of the City of Sheboygan, Festival Foods continued commitment to many that enjoy the 4th of July Fireworks should be applauded.

DIR. OF PLANNING & DEV

Finance
Notice to Discharge
Finance Committee
 1
Ac + file



May 30, 2014

Mr. Nick Arlt
Director of Public Relations
Festival Foods
1702 Lawrence Drive
De Pere, WI 54115

Dear Mr. Arlt:

Thank you for meeting with myself and the Sheboygan County Chamber of Commerce representatives on Tuesday May 13, 2014 to finalize the sponsorship for the City's 4th of July Celebration. We are grateful that Festival Foods is choosing to continue to support fireworks and be a part of this great celebration.

As we discussed, Festival Foods agrees to contract and fund a \$40,000 fireworks show on the 4th of July with your respective fireworks company. The total fireworks sponsorship amount is \$120,000; \$40,000 for 2014, \$40,000 for 2015, \$40,000 for 2016.

In return, under a contract between the Sheboygan County Chamber of Commerce "Chamber" and the City of Sheboygan, the Chamber will provide the following:

- Press Conference with check/firework presentation Ceremony set for week of Jun 15. Including Media release featuring sponsors and event schedule forwarded to all regional media.
- Doubled Online Homepage Blitz packages, weekly print Flight Plans and Wrap with Sheboygan Press running between June 20 and July 4 prominently presenting the Festival Foods Fireworks.
- Full-page ads, possibly Front Page, procured in Sheboygan Sun with event schedules and prominent presentation of event sponsors.
- Digital Billboards procured both in Sheboygan and Milwaukee Market to promote the event and event sponsors.
- Sponsor placement with event listing and sponsor representation in the Sheboygan Area Visitors Guide, distribute regionally and available at all statewide visitor centers.
- Full event schedule with prominent sponsor representation placed on the www.visitsheboygan.com website with front-page banner ads promoting event and sponsors on the www.visitsheboygan.com and www.visitsheboygancounty.com websites.
- Event Flyers with Sponsor representation created and distributed countywide as well as being available online. Distribution points included all

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

828 Center Avenue,
Suite 104
Sheboygan, WI 53081

920-459-3377 (Phone)
920-459-7302 (Fax)

visitor centers and many business, service and retail establishments countywide with schedule of events prominently presenting sponsors.

- Parade led with a banner presenting events sponsors as well as premier placement in parade made available to all sponsors. Specifically using the Festival Foods wrapped city bus to run with participating Festival Foods employees and parade entries.
- Banners and signage placed on parade judging stands, staged area and firework fencing presenting event sponsors. This would include the Festival Wrap used for stage skirting in the past as well as new banners produced by the Chamber.
- Increased count of promotional beach balls and foam footballs with sponsor names and logos distributed to crowds at Deland Park and Sheboygan beaches, and possible throughout the parade route. Delivery to be discussed moving forward, but could include distribution from the Festival foods parade entry.
- Live announcement of sponsors throughout the day by entertainment at Deland Park Entertainment Tent.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for Festival Foods continued commitment to the City and to the citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the success of this event, which is anticipated and enjoyed by an estimated 80,000 people per year.


If you are in acceptance, please sign and date in the box below and email back to me at Chad.Pelishek@sheboyganwi.gov

Sincerely,



Chad D. Pelishek
Director of Planning & Development

Cc: Sheboygan County Chamber of Commerce

FESTIVAL FOODS AGREEMENT:

Title: <u>Public Relations Director</u>
Date Signed: <u>5/30/14</u>